



**AGENDA
CITY COMMISSION MEETING
Tuesday, April 19, 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 the City Administrative Center for a presentation on a potential new City website. 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

A. Re-Organization of the Board of City Commissioners.

1. Comments from Mayor Doll.
2. Selection of the Chairperson to the Board, who shall assume duties and title of Mayor.
3. Presentation of recognition award to the prior Mayor and passing of the traditional wooden gavel, followed by comments of the newly selected Mayor.
4. Selection of the Vice-Chairperson, who shall assume the duties and title of Vice-Mayor and serve as the Chairperson in the absence of the Mayor.
5. Governing Body consideration of personnel authorized to be seated at the Commission bench. (Statute provides that members of the Governing Body, the Clerk of the City Commission and any other persons authorized by unanimous vote of the Commission members.
6. Governing Body designation of an official city newspaper, as provided by state statute.
7. Short break period to allow for family members and public to congratulate the new Mayor, Vice-Mayor and Governing Body.

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. April 5, 2016 City Commission minutes.

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

VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

- A. The Governing Body is asked to consider and approve a request from Mr. Russ Tidwell, President of the Tumbleweed Festival, Inc., for the use of the west green at Lee Richardson Zoo on August 26-28, 2016 for the 25th annual Tumbleweed Festival. The request includes set-up August 22-25, and teardown August 29-30. The request also includes allowing volunteers to drive in gates at no charge and closing the drive-in gates during the festival to maintain safe walking areas.
- B. The Governing Body is asked to consider and approve a request from Jimmy Deal, on behalf of Leave a Legacy Foundation for the temporary closure of public vehicle access to Lee Richardson Zoo on Saturday, October 1, 2016 from 8:00 a.m. - 10:30 a.m.. This request also includes a waiver of fees associated with hanging of banners and signs and permission to have 18" x 24" yard signs to be placed in individuals' yards, the Clarion Inn and at St. Catherine Hospital from September 30 - November 5, 2016.
- C. The Governing Body is asked to consider and approve a request from Eric Cenatiempo, on behalf of The Appliance and Furniture Mart for a waiver to the sign and temporary structure requirements from April 23, 2016 - May 1, 2016 at 1117 Fleming Street to hold a tent/sidewalk sale.
- D. Governing Body consideration of a request by the Finney County Preservation Alliance (FCPA) to allow the possession and consumption of alcoholic liquor, specifically, wine, in a public park on May 21, 2016, from 6pm to 10pm for a fundraising event.
- E. 2:00 p.m. - Friends and family of Carlos Bribiesca request the Governing Body consider and approve naming the basketball courts at Finnup Park "Carlos Bribiesca Basketball Courts."

VII. REPORT OF THE CITY MANAGER

- A. Director of Aviation Powell will present the March 2016 staff report for the Garden City Regional Airport.
- B. Neighborhood & Development Services Director Kentner will present the March 2016 code compliance report from Neighborhood & Development Services.
- C. Congratulations to City Clerk Celyn Hurtado on the occasion of receiving the Nancy Crain Administrative Professional of the Year Award from the Administrative Assistants of Kansas Cities!
- D. Presentation of the March 2016 building report from Neighborhood & Development Services.
- E. Presentation of the March 2016 staff report from Cemetery Department.
- F. Presentation of the March 2016 Financial Report from Service and Finance.
- G. Presentation of the March 2016 Sales Tax report from Service and Finance.
- H. Presentation of the March 2016 activity reports from the Garden City Police Department.

- I. Presentation of the March 2016 staff report from Lee Richardson Zoo.

VIII. MEETINGS OF NOTE

- April 20, 2016 – Earth Day – Party for the Planet at Lee Richardson Zoo
- April 28, 2016 – Citizen’s Academy closing dinner/graduation at the City Administrative Center at 5:30 p.m.
- April 29, 2016 - Arbor Day Tree Planting Ceremony at Bernandine Sitts Intermediate Center at 2:55 p.m.
- May 13, 2016 - Peace Officer’s Memorial Day Ceremony at 10:00 a.m. in front of the Law Enforcement Center, 304 N. Ninth Street
- June 2-4, 2016 - *Monkey Business* performance at the Finnup Center in the Baffa Lecture Hall at 7:30 p.m.
- June 4-11, 2016 Beef Empire Days' activities
- June 5, 2016 - *Monkey Business* performance at the Finnup Center in the Baffa Lecture Hall at 2:00 p.m.
- June 6, 2016 – June 13, 2016 – Flying Legends of Victory will make a tour stop at Garden City Regional Airport. The B-17 Sentimental Journey will be on display for free viewing from 9:00 am - 6:00 pm. A small donation is requested to tour the aircraft and tickets to fly in the aircraft are available!
- June 9-11, 2016 - *Monkey Business* performance at the Finnup Center in the Baffa Lecture Hall at 7:30 p.m.
- June 12, 2016 - *Monkey Business* performance at the Finnup Center in the Baffa Lecture Hall at 2:00 p.m.
- July 30, 2016 - Downtown Summer Sidewalk Sales
- August 20, 2016 - Downtown Vision's 2016 Art Banner Walk

IX. CONSIDERATION OF APPROPRIATION ORDINANCE

- A. Appropriation Ordinance No. 2410-2016A.

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

- A. The Governing Body is asked to consider a Feral Cat Trap-Neuter-Release Program.

Ord. No. _____-2016, an ordinance establishing a feral cat trap-neuter-return program in the City of Garden City, Kansas.

- B. 1:30 p.m. - The public hearing and adoption of the Development Plan and establishment of the Rural Housing Incentive District (RHID) for Chappel Heights Second Addition is brought before the Commission.

Ord. No. _____ - 2016, an ordinance of the City of Garden City, Kansas, establishing a Rural Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such district, and making certain findings in conjunction therewith (Chappel Heights Second Addition).

- C. The Governing Body is asked to consider and approve an ordinance increasing the Cereal Malt Beverage license fees in Garden City, Kansas.

Ord. No. _____ - 2016, an ordinance establishing a fee for a cereal malt beverage retailer's license in the City of Garden City, Kansas; amending current Code Section 42-46; repealing current Code Section 42-46; all to the Code of Ordinances of the City of Garden City, Kansas.

XI. OLD BUSINESS

- A. The Governing Body is asked to consider and approve submitting a trail grant application to the Sunflower Foundation.
- B. The Governing Body is asked to consider and approve KDOT Supplemental Agreement No. 2, to agreement No. 209-12, for the Windsor Hotel Transportation Enhancement Project.
- C. The Governing Body is asked to consider changes to Downtown Development Fund (DDF) for the purpose of clarifying the procedure.

XII. NEW BUSINESS

- A. The Governing Body is asked to consider and approve a Federal Fund Exchange Master Agreement with the Kansas Department of Transportation and the 2016 Request to Exchange Funds.
- B. The Governing Body is asked to consider and approve the response provided by staff to the Federal Aviation Administration's Public Notice on Aeronautical Study Number 2015-ACE-3660-OE.
- C. Governing Body discussion of potential projects authorized in the 2016 budget and/or proposed in the 2016 and 2017 Capital Improvement Programs that require debt financing.
- D. Review the 2016 & 2017 Capital Improvement Program along with proposed financing of those projects. Review of Special Revenue, Support & Misc. Funds - TIF (#04), Capital improvement Reserve (#5), CD Loan Fund (#6), Cemetery Endowment (#7), Community Trust Reserve (#8), DEA Enforcement (#10), Drug Enforcement (#11), E-911 Funds (#15), Finnup Foundation (#18), 12-6 a13 Revolving Fund (#26), Risk Reserve (#27), Special Drug & Alcohol (#29), Special Parks & Rec (#30), Special Traffic-way(#32), Street (#01-133), Workers Compensation (#35), Workers Compensation Reserve (#36), Community Development (#50), Economic Development Revolving Loan (#52), Project Development (#53).
- E. ***Consent Agenda for approval consideration:***

(The items listed under this "consent agenda" are normally considered in a single motion and represent items of routine or prior authorization. Any member of the Governing Body may remove an item prior to the vote on the consent agenda for individual consideration.)

1. Governing Body is asked to consider and approve the low bid from M-B Companies for snow removal equipment at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-35).
2. The Governing Body is asked to consider and approve licenses for April 19, 2016.

XIII. CITY COMMISSION REPORTS

A. Commissioner Dale

B. Commissioner Doll

C. Commissioner Law

D. Commissioner Fankhauser

E. Commissioner Cessna

XIV. OTHER ENTITIES

A. Presentation of the March 10, 2016 Airport Advisory Board minutes.

B. Presentation of the April 5, 2016 Zoo Advisory Board agenda and minutes

XV. ADJOURN

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

April 5, 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, April 5, 2016 with all members present. Commissioner Cessna opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

Candie Gamino addressed the Governing Body with her concerns regarding the Neighborhood Development and Services Department and code issues within Garden City.

Commissioner Cessna moved to approve and allow the Mayor to proclaim April 6, 2016 as Michael Prieto Day. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve and allow the Mayor to proclaim April 7, 2016 as Jesse Nunez Day. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve and allow the Mayor to proclaim April 5-12, 2016 as Garden City High School Wrestling Championship Week. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve and allow the Mayor to proclaim April 8, 2016 as Tristan Funk Day. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve and allow the Mayor to proclaim April 12-19, 2016 as Garden City High School Bowling Championship Week. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve and allow the Mayor to proclaim April 2016 as Child Abuse Prevention Month. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Dale moved to approve and authorize Stutzman Greenhouse to be considered a "Local" applicant and direct staff to charge the \$365.00 annual fee. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Nay	Yea	Nay	Yea	Nay

The motion did not pass.

Mayor Doll moved to deny the waiver request and require Stutzman Greenhouse to pay the \$300.00/day or \$900.00/month fees. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Nay	Yea	Nay	Yea

Commissioner Cessna moved to approve the use of Lee Richardson Zoo facilities for Friends of Lee Richardson Zoo fund-raising events for 2016. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Staff provided several items of information for Governing Body review including the following: from Community Development Director Kentner the code compliance report and from Finance Director Hitz the monthly financials, from Police Chief Utz the monthly activity report, from Public Works Director Curran the monthly transit report and city projects update and from Zoo Director Newland the monthly zoo report.

Meetings of note:

- April 9-12, 2016 - Western Kansas Congressional Delegation meetings and reception in Washington, D.C.
- April 20, 2016 - Earth Day - Party for the Planet at Lee Richardson Zoo
- June 2-4, 2016 - "Monkey Business" performance at the Finnup Center in the Baffa Lecture Hall at 7:30 p.m.
- June 5, 2016 - "Monkey Business" performance at the Finnup Center in the Baffa Lecture Hall at 2:00 p.m.
- June 6, 2016 – June 16, 2016 – Flying Legends of Victory will make a tour stop at Garden City Regional Airport. The B-17 Sentimental Journey will be on display for free viewing from 9:00 am - 6:00 pm. A small donation is requested to tour the aircraft and tickets to fly in the aircraft are available!
- June 9-11, 2016 - "Monkey Business" performance at the Finnup Center in the Baffa Lecture Hall at 7:30 p.m.
- June 12, 2016 - "Monkey Business" performance at the Finnup Center in the Baffa Lecture Hall at 2:00 p.m.

Appropriation Ordinance No. 2409-2016A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$7,623,451.07” was read and considered section by section. Commissioner Cessna moved to approve and pass Appropriation Ordinance No. 2409-2016A. 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	Yea

The Governing Body considered a Resolution of Intent to Issue Industrial Revenue Bonds (IRB) for Ranch House Senior Living, LLC for the development of a senior housing complex at 2802 N. Campus Drive.

Resolution No. 2652-2016, “A RESOLUTION STATING THE INTENT OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS TO ISSUE INDUSTRIAL REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT

NOT TO EXCEED \$38,000,000 TO PAY COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL FACILITIES WITHIN THE CITY” was read and considered section by section. Commissioner Cessna moved to approve Resolution No. 2652-2016. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered a correction to Municipal Code Section 86-14 -- Maximum Speed Limits.

Ordinance No. 2720-2016, “AN ORDINANCE REGULATING MAXIMUM SPEED LIMITS IN THE CITY OF GARDEN CITY, KANSAS; AMENDING CODE SECTION 86-14; REPEALING CURRENT CODE SECTION 86-14; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2720-2016. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered an amendment to Municipal Code Section 90-304 (f) power factor adjustment.

Ordinance No. 2721-2016, “AN ORDINANCE REGULATING ELECTRIC SERVICE WITHIN THE CITY OF GARDEN CITY, KANSAS; AMENDING CODE SECTION 90-304; REPEALING CURRENT CODE SECTION 90-304; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2721-2016. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered a Resolution of Support for a TIGER VIII grant application being submitted by Lamar, Colorado on behalf of the Southwest Chief Rural Rail Partnership and a request for a pledge of financial support in the amount of \$12,500.

Resolution No. 2653-2016, “A RESOLUTION ENCOURAGING EFFORTS TO MAINTAIN THE SOUTHWEST CHIEF PASSENGER SERVICE THROUGH THE STATES OF KANSAS, COLORADO AND NEW MEXICO AND PLEDGING FINANCIAL PARTICIPATION IN THE LAMAR COLORADO TIGER VIII GRANT APPLICATION” was read and considered section by section. Commissioner Cessna moved to approve Resolution No. 2653-2016. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

President of Finney County Economic Development Corporation, Lona Duvall presented the first quarter report for 2016 to the Governing Body.

Commissioner Law moved direct staff to draft an ordinance to increase the Cereal Malt Beverage license fee in Garden City, Kansas. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve the distribution of \$43,153 from the Downtown Development Fund for the 628 N. 8th Street project. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the distribution of \$31,680 from the Downtown Development Fund for the 424 N. Main Street project. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Governing Body discussed board reorganizations, and the dates of those reorganizations, to account for the change in dates of local elections created by State law regarding local elections enacted in 2015, however no action was taken.

Commissioner Cessna moved to approve the following:

1. The Governing Body is asked to consider accepting the low bid for street sealing opened Wednesday, March 23, 2016 at 10:00 am.
2. The Governing Body is asked to consider and approve a Real Estate Purchase Option for right-of-way and the purchase of property for the Kansas Avenue widening project, from Maria Cerritos-Mora, a/k/a Maria Cerritos, and Jose Ramirez, her husband.
3. The Governing Body is asked to consider and approve the bid from Davis Electric Inc. in the amount of \$71,400.00, for the electrical equipment upgrade at the City Administrative Center.
4. Quit Claim Deed from Kenneth Dickenson transferring Space 1, Lot 120, Zone A, of Sunset Memorial Gardens to Sharon A. Murray.
5. The Governing Body is asked to consider and approve licenses for April 5, 2016.

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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 Cessna thanked and congratulated the Garden City High School wrestling and bowling teams. Commissioner Cessna thanked FCEDC Director President Lona Duvall and all the organizations that helped to clean up the lot south of the new Walmart Neighborhood Market. Commissioner Cessna reminded everyone that 2016 Spring Cleanup has started and that citizens could check the City's website for their pickup day.

Commissioner Dale announced if a location has been missed for Spring Cleanup, citizens may call in to the Public Works office to check on make-up days. Commissioner Dale thanked the Garden City High School wrestling team and encouraged the team to go for win No. 5. Commissioner Dale thanked and congratulated the Garden City High School bowling team on their first team championship in school history. Commissioner Dale commended the coaches for both teams and thanked them for growing our youth to hopefully become future leaders. Commissioner Dale encouraged citizens to be on alert for child abuse as April is Child Abuse Prevention Month.

Mayor Doll commented that Garden City is fortunate to have amazing students, organizations, teachers, and citizens in general in our community and stated they make a huge impact on our community. Mayor Doll thanked Candie Gamino for her passion for cleaning up Garden City and stated that the complaint basis for code violations may not be working well. Mayor Doll stated she was happy to see FCEDC gathering groups to do clean-ups. Mayor Doll commented that, as a community, we need to take pride in our community.

Commissioner Law congratulated the Garden City High School wrestling team on their fourth consecutive Team Championship and the Garden City bowling team on their first Team Championship. Commissioner Law stated that the Itinerant Merchant issue was a difficult conversation to have and that he was, personally, more than willing to work on a new policy if that's what needs to happen. Commissioner Law added that he will always side with the local businesses. Commissioner Law stated that one of the Commissioner goals is west side development, and that businesses or individuals in the area will need to help lead those efforts.

Commissioner Fankhauser congratulated the Garden City High School Wrestling and Bowling teams and stated it is more than just the athletics, but it's about the students' futures as leaders. Commissioner Fankhauser mentioned that he did not think that people were paying attention to the "Right Turn Only between 7:00 a.m. and 7:00 p.m." turn sign at Kansas Avenue and JC Street and asked what can be done about that situation.

Petitions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: April 19, 2016
RE: 2016 Tumbleweed Festival requests

ISSUE:

The Governing Body is asked to consider and approve a request from Mr. Russ Tidwell, President of the Tumbleweed Festival, Inc., for the use of the west green at Lee Richardson Zoo on August 26-28, 2016 for the 25th annual Tumbleweed Festival. The request includes set-up August 22-25, and teardown August 29-30. The request also includes allowing volunteers to drive in gates at no charge and closing the drive-in gates during the festival to maintain safe walking areas.

ALTERNATIVE:

1. Approve all requests for the Tumbleweed Festival.
2. Deny the requests for the Tumbleweed Festival.

RECOMMENDATION:

Staff recommends Alternative 1.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Tumbleweed request letter	4/13/2016	Backup Material

Matt Allen, City Manager
Raelene Stoecklein, Event Coordinator
Kristi Newland, Director, Lee Richardson Zoo
City of Garden City
301 N. 8th Street
Garden City, KS 67846

February 3, 2016

Hello all,

I am writing to you on behalf of the Tumbleweed Festival board of directors to request access to Lee Richardson Zoo for the 2015 festival. This will be the 25th year for this event, and we are very grateful for the support that the City of Garden City and Lee Richardson Zoo have provided to the festival over the years. Without that support, in all forms, the festival would not be the success that it has been. The access to facilities, the help of Zoo and City staff, and the advice that have come to us make the festival a possibility.

It is time again, for us to make our annual request to the City for this year's festival. Please consider this letter our formal request for the festival as detailed below.

Requests from the City of Garden City- Lee Richardson Zoo:

*Waiver of the fees outlined in Section II of the Zoo Facility Use Guidelines and Agreement in exchange for allowing the zoo to use Tumbleweed Festival tents throughout the year when needed.

*A Noise Waiver for the weekend. Our volume will remain under the zoo's decibel limit cited in the Zoo Facility Use Guidelines and Agreement.

*Use of the West Green of the Lee Richardson Zoo on the following dates:

*Festival Dates: August 26 5:30pm-11pm, August 27 10am-11pm, and August 28 10am-7pm 2015.

*The August 28 time includes the time allocated for the Community Worship service that has happened in conjunction with the festival, historically.

*Closure of the zoo to drive through traffic at 4PM on Friday, August 21, followed by closure of the West Green to zoo patrons at 5:30 pm and that this remains in place all day on August 22 and August 23.

*Waiver of the Zoo fees associated with closure of the zoo to through traffic/West Green.

*Access to the Tumbleweed trailer in the Zoo's Maintenance area and the West Green—for volunteers for setup and teardown:

*Setup Dates: August 22-25, 2016 4pm-9pm, August 26, 2016 7am – 4pm

*Teardown Dates: August 29 and 30, 2016. 4pm-9pm

*Access to one gator or equivalent during the times listed above (If possible).

*Banner permit to place festival banners on the zoo fences. To be put up 4 weeks before the festival, 4 banners approx. 4' x 8'.

*Banner approval/permit to place 4-8 Banners on private properties on Mary and Kansas Avenue (with approval of landowners).

*Access to the maintenance gate for Tumbleweed Board members during the week of the festival. (keypad code). Not to exceed the setup and teardown times listed above.

*Access to appropriate zoo keys for Board members during the event to assist with securing the grounds and access through bison road temporary gate during the event.

*Access/barrier fencing placed by zoo staff to block off the West Green for the festival weekend.

*Use of the Southwest, West, and Arches (walk in) gates for the festival. (Arches would close at 7 pm as normal for zoo hours at that time of year.)

*Use of 30 gal trash cans- whatever is available

*Access to small zoo flatbed trailer for setup and teardown

From the Garden City Recreation Commission:

*Use of 2 sets of bleachers for August 25-28. We ask that they deliver and return these.

From the City of Garden City- Various Departments:

*Public Works:

*Streets swept late Thursday prior to the event.

*Assistance with trash:

*Trash pickup on Saturday morning (early- prior to event) and either Saturday night late, or early Sunday morning (dumpsters and polycarts)

*20-25 rolling polycarts

*4 additional large dumpsters

*Traffic Control Requests- 30 traffic cones and 4 sets of saw horse style barriers

*Setup Crew Request: 10-15 people on Friday morning (10am) for approximately 3 hours

*Electrical Requests:

*Open all electrical boxes late Thursday afternoon, August 20, 2015

*2 power boxes/pedestals at the West Green restrooms and triangle area.

*1 or 2 Electricians available on Friday all day- for vendor and sound setup

*1 Electrician on call/available for the remainder of the weekend

*Security Requests/Garden City Police Department:

*Extra patrols overnight Friday and Saturday nights

*Any officers on grounds during the festival do so on foot or walking their bicycle (not drive through).

Thank you for your time, energy, and expertise. Please let me know if you need any additional information, or if the Tumbleweed board needs to have a representative at any Zoo Advisory Board or City meetings to answer questions. We truly appreciate your help in making this an event that our community can be proud to host.

Sincerely,

Russ Tidwell

Board President and Main Stage Act Coordinator

Tumbleweed Festival



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: April 19, 2016
RE: 2016 Leave a Legacy request

ISSUE:

The Governing Body is asked to consider and approve a request from Jimmy Deal, on behalf of Leave a Legacy Foundation for the temporary closure of public vehicle access to Lee Richardson Zoo on Saturday, October 1, 2016 from 8:00 a.m. - 10:30 a.m.. This request also includes a waiver of fees associated with hanging of banners and signs and permission to have 18" x 24" yard signs to be placed in individuals' yards, the Clarion Inn and at St. Catherine Hospital from September 30 - November 5, 2016.

ALTERNATIVE:

1. Approve the requests for the Legacy 10-K and Spirit 5-K Road Races.
2. Deny the requests.

RECOMMENDATION:

Staff recommends Alternative 1.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
2016 Legacy 10-K and Spirit 5-K	4/13/2016	Backup Material
2016 Legacy Road races map	4/13/2016	Backup Material



February 21st, 2016

To: The City of Garden City & the City Commission
P.O. Box 998
Garden City, KS 67846-0998

Re: 2016 Legacy 10-K and Spirit 5-K

To Whom It May Concern,

This letter is to serve as formal request for approval and assistance of the City of Garden City with the up-coming Legacy 10-K and Spirit 5-K Road Races. These races are to be held on October 1st, 2016. They will begin at 8:30 am. Both races start and end in the Lee Richardson Zoo. This will be our ninth year hosting this event and the format will be similar to years past. A map of both courses is attached. Last year we hosted over 500 runners/walkers and I anticipate a similar turn out again this year.

As in past years, our organization will be hanging banners at several locations around Garden City about one month prior to the event. Last year the City was willing to waive the fees associated with the permits to hang these banners. I am requesting the same waiver in 2016, as this event is in support of a not-for-profit organization that directly benefits the citizens of Garden City.

The Garden City Police Department has always been very helpful with traffic control in the past. I am requesting assistance with traffic control again this year as the runners will cross Fulton Street twice and travel over the Main Street Arkansas River Bridge twice. If approved I can make contact and coordinate with the GCPD. I have always obtained approval with KDOT and will do so again this year as well.

As mentioned above our racecourses begin and end at the Lee Richardson Zoo. I would also like to request the use of and access to Zoo facilities. The Zoo Director and Zoo staff has always been more than helpful with our event. In return we have always made a substantial monetary contribution to the Zoo for use of their facilities and resources. No doubt we will do the same this year as well. I would also like to formally request the closing of vehicle access to the Zoo from 8:00am to 10:30am. Vehicles traveling through the Zoo while the races are taking place cause issues with the timing equipment and people congregating at the finish line. It also compromises the professional look and feel of our event. The foundation will be more than happy to reimburse the Zoo for whatever lost revenue it anticipates for





such a closing. If approved, we would also request a barricade be setup at the 4th Street vehicle entrance to help facilitate this request.

Last year, the Leave a Legacy Foundation sold 18” by 24” yard signs as a means to raise funds, show support for loved ones and advertise the event. We sold over 200 signs and would like to try selling more in 2016, with the City Commission’s approval. Signs are sold to individuals to be placed in their yards, similar to political campaign signs. The Foundation will place them in the yard’s of those who have purchased them, remove them a few days prior to our event, place them at the Clarion Inn, during registration on September 30th, move them to the Starting line of the runs on Oct. 1st, and then move them to the grounds surrounding St. Catherine Hospital where they will remain for the Month of October. Volunteers will remove them by November 5th, 2016. The Foundation will coordinate all aspects of this endeavor, just as we did last year.

Any questions regarding the details of this event can be directed to myself, Jimmy Deal. The Leave a Legacy Foundation appreciates the City’s past assistance and support of our event and hopes that our partnership can continue in a similar fashion this year and in the future.

Sincerely,

Jimmy Deal
Leave a Legacy Foundation
P.O. Box 734
Garden City, KS 67846
(c) 620 260-7939
fjdeal@gmail.com



10K: Starting Line - 4th and Maple

(Main Entrance to Finnup Park and the Zoo).

- Head north on 4th St. to Spruce St. (southeast corner of hospital).
- Turn left (west) on Spruce St.
- Head west on Spruce St. to Main St.
- Turn left (south) on Main St.
- Head south on Main St. to Sagebrush Drive (All the way down Main St. to just past Arkansas River Bridge).
- Turn right (west) on Sagebrush Drive.
- Head west on Sagebrush Drive to the turnaround. THE TURNAROUND WILL BE MARKED.
- Turn around and head east on Sagebrush Drive back to Main St.
- Turn left (north) on Main St.
- Head north on Main St. to the Main Street Entrance to the Zoo. (Finnup Drive)
- Turn right (east) on Finnup Drive.
- Head east on Finnup Drive to Fourth St.
- Turn right (south) on Fourth St.
- Head south on Fourth St. through the drive-thru gate into the Zoo.
- Stay on the main road that takes you all the way through the Zoo.
- This road will first turn right (west) by the Cat Exhibits, then go by the North American Plains Exhibit.
- The road will then turn right (north) and go by the Wild Asia Exhibit.
- The road then turns right (east), goes by the Camel Exhibits and then by the duck pond.

Finish Line = By the duck pond, just before the 5th St. Zoo Exit .



5K: Starting Line - 4th and Maple

(Main Entrance to Finnup Park and the Zoo).

- Head north on 4th St. to Spruce St. (southeast corner of hospital).
- Turn left (west) on Spruce St.
- Head west on Spruce St. to Main St.
- Turn left (south) on Main St.
- Head south on Main St. to turnaround (Just before RIVERSIDE DRIVE.) ***TURNAROUND WILL BE MARKED***
- Head north on Main St. to the Main Street Entrance to the Zoo. (Finnup Drive)
- Turn right (east) on Finnup Drive.
- Head east on Finnup Drive to Fourth St.
- Turn right (south) on Fourth St.
- Head south on Fourth St. through the drive-thru gate into the Zoo.
- Stay on the main road that takes you all the way through the Zoo.
- This road will first turn right (west) by the Cat Exhibits, then go by the North American Plains Exhibit.
- The road will then turn right (north) and go by the Wild Asia Exhibit.
- The road then turns right (east), goes by the Camel Exhibits and then by the duck pond.

Finish Line = By the duck pond, just before the 5th St. Zoo Exit .





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: April 19, 2016
RE: The Appliance and Furniture Mart 2016 Tent/Sidewalk Sale

ISSUE:

The Governing Body is asked to consider and approve a request from Eric Cenatiempo, on behalf of The Appliance and Furniture Mart for a waiver to the sign and temporary structure requirements from April 23, 2016 - May 1, 2016 at 1117 Fleming Street to hold a tent/sidewalk sale.

ALTERNATIVE:

1. Approve the waiver to the sign and temporary structure requirements.
2. Deny the request.

RECOMMENDATION:

Staff recommends Alternative 1.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
2016 Appliance & Furniture Mart request	4/13/2016	Backup Material



The Appliance & Furniture Mart

1117 Fleming
Garden City, KS 67846
(620)275-4197

March 11, 2016

City of Garden City
City Council
Attention: Matt Allen
PO Box 998
Garden City, KS 67846

Dear, Matt Allen,

The Appliance Mart, Inc. at 1117 Fleming would like to plan a tent sale/sidewalk sale. We will be holding this event April 23rd, through May 1st of 2016. The tent will be set up April 19th and taken down May 2nd of 2016. This will allow us time to fill and empty the tent as needed. It will be in the front parking lot at our stores location. Employees will park in the back of the store to provide adequate parking for customers. We appreciate the opportunity to work with the city on making this a successful event. Please waive sign and temporary structure requirements for this event. Thank you for your consideration in this matter, we hope to have another terrific tent sale.

Sincerely,

A handwritten signature in cursive script that reads "Eric Cenatiempo".

Eric Cenatiempo
President
The Appliance Mart, Inc.
d.b.a The Appliance & Furniture Mart



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: April 19, 2016
RE: 2016 Picnic Promenade Request by Finney County Preservation Alliance

ISSUE:

Governing Body consideration of a request by the Finney County Preservation Alliance (FCPA) to allow the possession and consumption of alcoholic liquor, specifically, wine, in a public park on May 21, 2016, from 6pm to 10pm for a fundraising event.

BACKGROUND:

The attached request from Brian Nelson, Executive Director of the Finney County Preservation Alliance, is for the purpose of holding the fundraising event "Picnic Promenade" on May 21. This event is a variation on the "Dinner in White" event in Paris where participants dress entirely in white, and travel together by foot to a previously undisclosed location for their picnic and social event.

To accommodate this event, the Governing Body would need to allow, by majority vote, the possession and consumption of alcoholic liquor, specifically, wine, in a public park on May 21, 2016, from 6pm to 10pm for a fundraising event. Only those persons purchasing a ticket will be allowed to consume wine, subject to state law restrictions on age. The area of consumption will be restricted by the FCPA. The location of the event is confidential at this point, due to the nature of the planned event. However, the City Manager, the City Attorney, and the Garden City Police Department (GCPD) know the location and GCPD law enforcement officers will be cognizant of the location of the event on May 21st. The action of the Governing Body, if it chooses to approve the request, would be to grant the request pursuant to Code Section 6-133, authorizing possession and consumption of alcoholic liquor in a public park.

ALTERNATIVE:

1. Approve the possession and consumption of alcoholic liquor in a public park on May 21, 2016 for the purpose of Finney County Preservation Alliance holding "Picnic Promenade."
2. Deny the request.

RECOMMENDATION:

Staff recommends approval.

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
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PO BOX 97
GARDEN CITY, KANSAS 67846
gardencitywindsorhotel@gmail.com
620-640-0470

FINNEY COUNTY PRESERVATION ALLIANCE

MEMORANDUM

April 14, 2016

To: Governing Body, City Manager

From: Brian Nelson, Finney County Preservation Alliance executive director

Ref: “Picnic Promenade” Event

Issue: Request for “Picnic Promenade” fundraising event May 21, 2016

Background: The inaugural “Picnic Promenade” is scheduled 6 p.m. May 21, 2016. The event is mirrored after “Le Diner en Blanc” of Paris. Guests dress in white from head to toe, pack a picnic dinner and join at a “meeting place.” From the meeting place, guests are transported to the event location, which is always kept as a “secret location” (only known to event coordinators). The event features live music, auction and complimentary wine. Proceeds benefit FCPA and the event is planned to become FCPA’s largest annual fundraiser. The event moves to a different public outdoor venue every year. FCPA is requesting permission to serve alcohol in the form of wine to ticket holders 21 and older showing proper identification in an undisclosed location from 6 – 10 p.m. Wine will be offered in a secured “Wine Garden” with secure perimeter. The location is known to City officials and available to Commissioners upon request, but requested to remain publically undisclosed as part of the traditional “surprise factor” incorporated with this particular event.

Options: The Commission may grant or deny any of the above requests including:

- Allowance to serve alcohol
- Electrical needs to be coordinated with the Electrical Department.

Recommendations: The FCPA director recommends granting of all requests as proceeds from this event will benefit fundraising efforts for local preservation of community landmarks.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: April 19, 2016
RE: Naming Finnup Park Basketball Courts to Carlos Bribiesca Basketball Courts.

ISSUE:

2:00 p.m. - Friends and family of Carlos Bribiesca request the Governing Body consider and approve naming the basketball courts at Finnup Park "Carlos Bribiesca Basketball Courts."

BACKGROUND:

Carlos Bribiesca lost his battle with cancer earlier this year. Carlos was a long tenured City employee. He retired as Foreman in the Public Works Department. Carlos loved basketball and as a young man helped lobby the City for basketball courts in Finnup Park. Friends and family of Carlos ask that the Governing Body consider naming these courts in memory of Carlos.

The courts are located within Finnup Park, and the long-term master plan does not include these courts at this location. All involved understand that the naming of the courts in no way prevents the City from moving forward with the Master Plan in the future.

If approved, the City would apply a new cover to the existing sign erected southwest of the courts.

ALTERNATIVE:

1. Approve naming the basketball courts at Finnup Park "Carlos Bribiesca Basketball Courts."
2. Deny the request.

RECOMMENDATION:

Staff recommends approval.

FISCAL NOTE:

The cost to recover the existing sign is estimated to be below \$1000. These funds would come from FUND 30 Special Recreation & Parks.

ATTACHMENTS:

Description	Upload Date	Type
Bribiesca request	4/15/2016	Backup Material
2nd Support letter	4/15/2016	Backup Material

March 24, 2016

City Manager, Commission:

A group of us would like to ask the city to name the court on South 4th across from the Swimming pool to "Charlie Bribiesca Basketball Court". The court was a tennis court, it was in bad condition and only could be used by two persons. Charlie was friends with my sons and they asked me if they could ask for a basketball court and they would monitor it. They felt it would help to keep them off the streets and give them a sport they could all enjoy. The other court was on the other side of town.

They were young boys and had never attended a city meeting, they were nervous, but they believed in the city system, and they were all willing to do what was needed for our neighborhood, and to have a place close to home.

We attended a city meeting and asked the city to repair the courts. The city redid the courts; put up lights, painted, etc., etc., all we had to do was look out the window or the door and we knew where they were. Thousands of people use these courts all year round, even when they move away, they still come back home to use the basketball courts. Charlie worked for over 37 years for the city, before he passed from cancer. Matt, his nephew is doing fabulous work for the city.

We would appreciate your help with this project.

Sincerely,

A handwritten signature in cursive script that reads "Lydia Gonzales". The signature is written in black ink and is positioned below the word "Sincerely,".

Lydia Gonzales
Family, friends of Charlie Bribiesca

We the family, friends, and co-workers of Carlos Charlie Bribiesca now come before this City Commission and City Manager to ask that you would please consider naming the Basketball Courts on 4th and Maple street (Finnup Park) in his name. Carlos gave 37 years of his life working for the Street Department of the City of Garden City. Right out of high school following in his father's footsteps who also worked many years for the City Sanitation Department. Carlos grew up on the Southside of Garden City one block from Finnup Park. He spent most of his childhood life either swimming in the city pool, playing basketball or football on the tennis courts. As time went on the basketball/tennis courts fell into disrepair. Sometime ago Carlos along with a friend Joe Gonzales went before the City Commission asking that the city consider repairing the basketball/tennis courts for the kids that played there. In hopes those children and their children and their children could play basketball or other sports for generations to come. Carlos had a vision to keep kids off the streets by involving them in sports. To which he became an all-around sports coach to the youth of Garden City. He was a law abiding citizen and role model to many in this community. To those of us who were his best friends, all knew that this man had a heart of gold, as he was always willing to help someone in need. To play along Carlos as a teammate, friend, co-worker, or in everything we did with him, he made you a better person. His inspiration, love and generosity bestowed on you. In January 2016, at the age of 54, Carlos lost his battle to cancer, leaving behind a wife and daughter, but his memory will always live on. We the family, friends and co-workers of Carlos come together to ask the City Commission and City Manager to please name this facility the basketball courts in his name or in memory of Charlie "Fish" Bribiesca.

Sincerely,

Family, Friends, and Co-workers of Carlos Charlie Bribiesca

Report of the City Manager

Staff Reports



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: April 19, 2016
RE: March 2016 Reports

ISSUE:

Director of Aviation Powell will present the March 2016 staff report for the Garden City Regional Airport.

BACKGROUND:

Attached is the March 2016 staff report from Garden City Regional Airport.

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

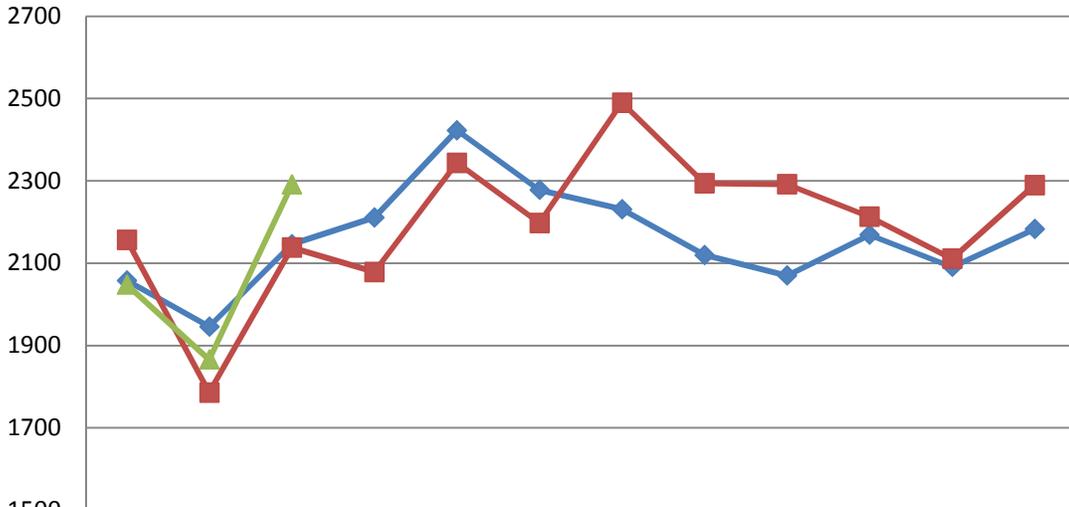
None

ATTACHMENTS:

Description	Upload Date	Type
Airport March 2016 Report	4/13/2016	Backup Material

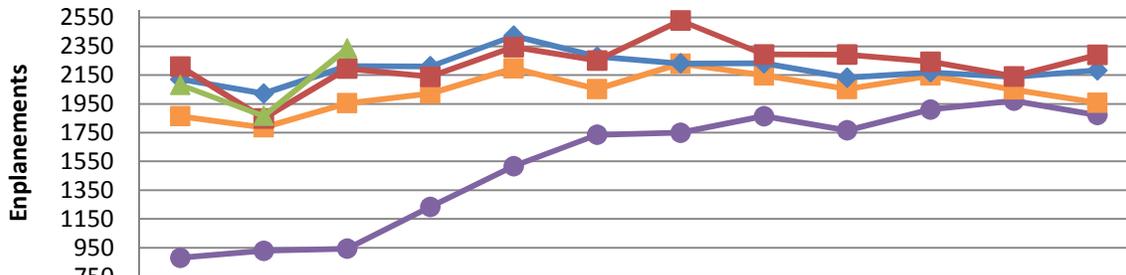
**GARDEN CITY REGIONAL AIRPORT
MONTHLY REPORTS**

Airline Enplanement Comparison



	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2014	2058	1946	2146	2211	2423	2278	2231	2120	2070	2169	2091	2183
2015	2157	1786	2138	2079	2344	2198	2490	2294	2292	2213	2111	2290
2016	2048	1866	2291									

Airline and Charter Enplanement Data



	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2012	881	929	944	1234	1517	1735	1749	1865	1766	1911	1972	1872
2013	1863	1786	1954	2022	2196	2053	2229	2148	2052	2147	2049	1957
2014	2121	2021	2213	2211	2423	2278	2231	2232	2132	2169	2138	2183
2015	2208	1849	2195	2139	2344	2251	2529	2294	2292	2243	2141	2290
2016	2081	1866	2334									

	2012	2013	2014	2015	2016
TOTAL	18,375	24,456	26,428	26,775	6,281



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: April 19, 2016
RE: Neighborhood & Development Services March 2016 Code Compliance Report

ISSUE:

Neighborhood & Development Services Director Kentner will present the March 2016 code compliance report from Neighborhood & Development Services.

BACKGROUND:

Attached is the Neighborhood & Development Services code compliance report for March 2016.

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

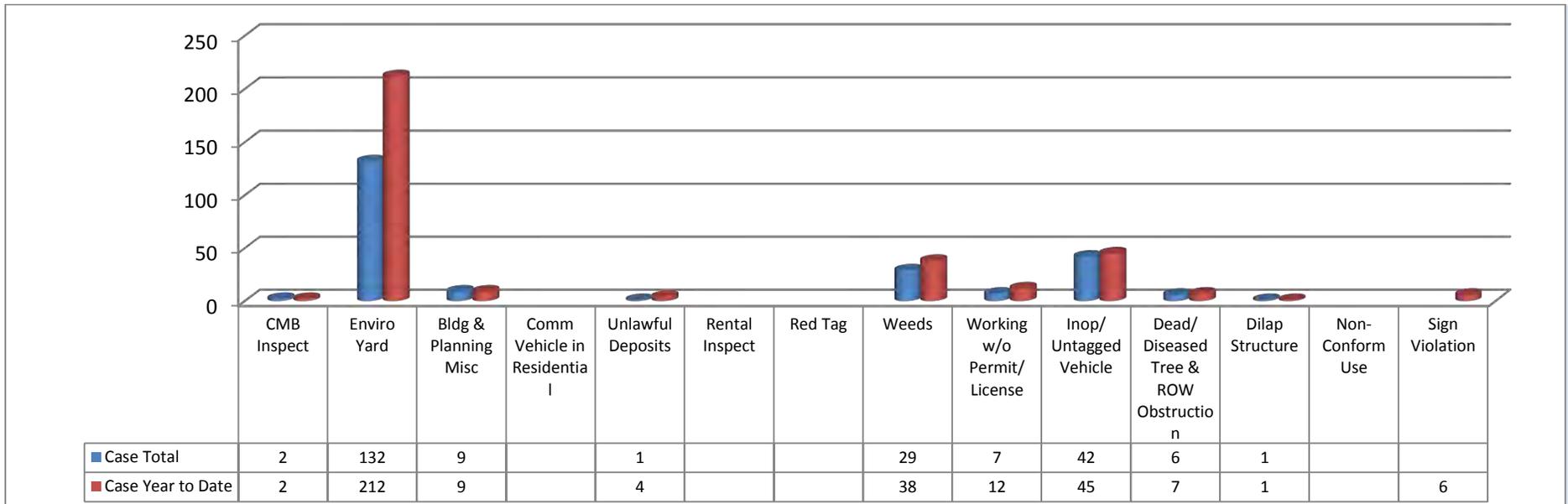
None

ATTACHMENTS:

Description	Upload Date	Type
March 2016 Code Compliance Report	4/13/2016	Backup Material



MARCH 2016 CODE COMPLIANCE REPORT



Jurisdiction	File#	Address	Category	Description	OpenDate	CloseDate
Garden City	16-000588	201 South THIRTEENTH	Animals	TOO MANY DOGS AND CHICKENS ON PROPERTY	3/15/2016	4/11/2016
Garden City	16-000403	1101 West MARY	Bldg Code Misc	JOHN J HSKELL VFW 2279	3/1/2016	
Garden City	16-000434	503 East KANSAS	Bldg Code Misc	DOUBLE SHOT LIQUOR	3/3/2016	
Garden City	16-000450	2504 JOHN Street	Bldg Code Misc	AFRICAN COMMUNITY CENTER OF KANSAS	3/4/2016	
Garden City	16-000478	305 West MARY	Bldg Code Misc	APARTMENT HIT BY A CAR	3/8/2016	
Garden City	16-000559	1660 LAREU STE F	Bldg Code Misc	OSAKA STEAK & SUSHI- certificate of compliance	3/14/2016	
Garden City	16-000755	1715 East KANSAS	Bldg Code Misc	TEQUILAS - LIQUOR LICENSE	3/28/2016	
Garden City	16-000467	116 LAUREL	Bldg Code Misc	CERTIFICATE OF ZONING COMPLIANCE INSPECTION	3/7/2016	

Garden City	16-000785	126 STEVENS	Bldg Code Misc	CERTIFICATE OF ZONING COMPLIANCE	3/29/2016	
Garden City	16-000786	1521 East FULTON	Bldg Code Misc	CMB INSPECTION/CERTIFICATE OF ZONING COMPLIANCE INSPECTION	3/29/2016	
Garden City	16-000716	703 INGE	Dead or Diseased Trees	FALLING TREE BRANCH - NEIGHBOR HAD A TREE BRANCH FALL ON HER ROOF	3/24/2016	3/25/2016
Garden City	16-000449	1003 East JOHNSON	Debris/Trash	TREE BRANCHES 2 BIG PILES BY NEIGHBOR GARAGE	3/4/2016	
Garden City	16-000501	304 Center	Debris/Trash	Branches in back yard causing hazard.	3/9/2016	
Garden City	16-000727	3208 Campus	Debris/Trash	Big piles of wood and concrete debris.	3/24/2016	
Garden City	16-000756	2017 North THIRD	Debris/Trash	PILE OF TREE BRANCHES	3/28/2016	4/11/2016
Garden City	16-000800	302 BALLINGER	Debris/Trash	JUNK	3/30/2016	
Garden City	16-000806	409 HUDSON	Dilapidated Structure	BURNT DOWN GARAGE	3/30/2016	
Garden City	16-000394	205 Third	Environmental Yard	Car parked on unimproved surface.	3/1/2016	3/8/2016
Garden City	16-000395	307 Second	Environmental Yard	Cars parked on unimproved surface.	3/1/2016	3/1/2016
Garden City	16-000396	303 Second	Environmental Yard	Furniture in yard.	3/1/2016	3/8/2016
Garden City	16-000398	307 Washington	Environmental Yard	Truck parked on unimproved surface.	3/1/2016	3/15/2016
Garden City	16-000399	403 Magnolia	Environmental Yard	Stove on front porch.	3/1/2016	3/1/2016
Garden City	16-000402	1619 Jan	Environmental Yard	Cars parked on unimproved surface.	3/1/2016	3/8/2016
Garden City	16-000408	1117 Fifth	Environmental Yard	Truck parked on unimproved surface.	3/1/2016	3/9/2016
Garden City	16-000409	210 Hamlin	Environmental Yard	Vehicles parked on unimproved surfaces.	3/1/2016	3/2/2016
Garden City	16-000410	2108 Main	Environmental Yard	Cars parked on unimproved surface.	3/1/2016	3/9/2016
Garden City	16-000412	2313 B	Environmental Yard	Car parked on unimproved surface.	3/1/2016	3/9/2016
Garden City	16-000413	1503 A	Environmental Yard	Couch on front porch.	3/1/2016	3/16/2016
Garden City	16-000414	1410 A	Environmental Yard	Car parked on unimproved surface.	3/1/2016	3/9/2016
Garden City	16-000427	2105 Apache	Environmental Yard	Blue pickup on unimproved surface.	3/3/2016	3/10/2016
Garden City	16-000429	706 Johnson	Environmental Yard	Car parked on unimproved surface.	3/3/2016	3/3/2016
Garden City	16-000440	1808 Benton	Environmental Yard	Car parked in backyard on unimproved surface.	3/3/2016	3/11/2016
Garden City	16-000441	1804 Diane	Environmental Yard	Car Parked on unimproved surface.	3/3/2016	3/11/2016
Garden City	16-000443	1613 Conard	Environmental Yard	Car Parked on unimproved surface.	3/3/2016	3/4/2016
Garden City	16-000444	1306 Conard	Environmental Yard	Furniture in front of house.	3/3/2016	3/11/2016
Garden City	16-000445	1324 Conking	Environmental Yard	Car parked on unimproved surface.	3/3/2016	3/11/2016
Garden City	16-000446	1702 Olive	Environmental Yard	Indoor chairs against the front part of the house.	3/3/2016	3/18/2016
Garden City	16-000448	115 Prospect	Environmental Yard	White car parked on unimproved surface.	3/3/2016	3/11/2016
Garden City	16-000453	504 Chesterfield	Environmental Yard	Furniture in front yard.	3/4/2016	
Garden City	16-000455	511 Chesterfield	Environmental Yard	Truck parked on an unimproved surface.	3/4/2016	3/14/2016
Garden City	16-000456	515 Chesterfield	Environmental Yard	Vehicle parked on unimproved surface.	3/4/2016	3/28/2016
Garden City	16-000457	517 Chesterfield	Environmental Yard	Car parked on an unimproved surface.	3/4/2016	3/14/2016
Garden City	16-000458	503 Eugene	Environmental Yard	Lots of tires on property.	3/4/2016	3/14/2016
Garden City	16-000459	515 Eugene	Environmental Yard	Furniture on front porch.	3/4/2016	3/14/2016
Garden City	16-000462	507 Bancroft	Environmental Yard	Chair on front porch.	3/4/2016	
Garden City	16-000463	1702 Walker	Environmental Yard	Washer and dryer in front yard.	3/4/2016	3/14/2016
Garden City	16-000466	1303 Hattie	Environmental Yard	Lot of stuff in the yard.	3/7/2016	
Garden City	16-000471	406 First	Environmental Yard	Couch in front yard.	3/7/2016	
Garden City	16-000481	610 Garden City	Environmental Yard	Tires and non outdoor furniture in yard and porch.	3/8/2016	3/17/2016
Garden City	16-000483	611 Garden City	Environmental Yard	Mattress on front porch.	3/8/2016	3/17/2016
Garden City	16-000486	1707 B	Environmental Yard	Vehicles parked on unimproved surface.	3/8/2016	
Garden City	16-000487	1608 B	Environmental Yard	Mattress on fence in front yard.	3/8/2016	

Garden City	16-000490	2102 B	Environmental Yard	Truck parked on unimproved surface.	3/8/2016	3/16/2016
Garden City	16-000491	514 Thompson	Environmental Yard	Car parked on unimproved surface.	3/8/2016	3/9/2016
Garden City	16-000494	1201 Tenth	Environmental Yard	Mattresses, TV's, tires in front and backyard.	3/8/2016	
Garden City	16-000507	1823 Cherokee	Environmental Yard	Tires in driveway.	3/9/2016	3/17/2016
Garden City	16-000508	2019 Mohawk	Environmental Yard	Jeep parked on unimproved surface.	3/9/2016	3/10/2016
Garden City	16-000509	2307 Pawnee	Environmental Yard	Truck parked on unimproved surface.	3/9/2016	3/10/2016
Garden City	16-000510	810 Hamline	Environmental Yard	Truck parked on unimproved surface.	3/9/2016	3/10/2016
Garden City	16-000512	704 Johnson	Environmental Yard	Car parked on unimproved surface.	3/9/2016	3/10/2016
Garden City	16-000519	615 Garden City	Environmental Yard	Refrigerator in yard.	3/10/2016	
Garden City	16-000520	1327 Summit	Environmental Yard	Car Parked on unimproved surface.	3/10/2016	3/11/2016
Garden City	16-000522	1421 Campbell	Environmental Yard	Tires and other items in driveway.	3/10/2016	
Garden City	16-000523	1607 Julie	Environmental Yard	Tires by house in driveway.	3/10/2016	3/11/2016
Garden City	16-000525	308 Florence	Environmental Yard	Truck parked on unimproved surface.	3/10/2016	3/25/2016
Garden City	16-000526	405 Florence	Environmental Yard	Truck parked on unimproved surface.	3/10/2016	3/18/2016
Garden City	16-000527	2703 Seventh	Environmental Yard	Car parked on unimproved surface.	3/10/2016	3/18/2016
Garden City	16-000529	2708 Easy	Environmental Yard	Stove in driveway.	3/10/2016	
Garden City	16-000541	201 Pennsylvania	Environmental Yard	Van parked on unimproved surface.	3/11/2016	3/14/2016
Garden City	16-000542	218 Pennsylvania	Environmental Yard	Car parked on unimproved surface.	3/11/2016	
Garden City	16-000544	204 Wesley	Environmental Yard	Truck parked on unimproved surface.	3/11/2016	3/21/2016
Garden City	16-000545	223 Wesley	Environmental Yard	Minivan parked on unimproved surface.	3/11/2016	3/14/2016
Garden City	16-000546	208 Spencer	Environmental Yard	Refrigerator in driveway.	3/11/2016	
Garden City	16-000547	308 Twelfth	Environmental Yard	Minivan parked on unimproved surface.	3/11/2016	3/14/2016
Garden City	16-000548	601 Ninth	Environmental Yard	Car parked on unimproved surface.	3/11/2016	3/21/2016
Garden City	16-000549	1212 New York	Environmental Yard	Couch in yard.	3/11/2016	
Garden City	16-000560	405 Laurel	Environmental Yard	Vehicles on front lawn.	3/14/2016	3/22/2016
Garden City	16-000561	609 Chestnut	Environmental Yard	Tires in yard and vehicles on unimproved surface.	3/14/2016	
Garden City	16-000562	312 Second	Environmental Yard	Vehicle on unimproved surface in backyard.	3/14/2016	
Garden City	16-000564	205 Maple	Environmental Yard	Vehicle parked on unimproved surface.	3/14/2016	3/15/2016
Garden City	16-000565	302 Santa Fe	Environmental Yard	Stove in yard next to house.	3/14/2016	
Garden City	16-000566	211 Third	Environmental Yard	Car parked on unimproved surface.	3/14/2016	3/15/2016
Garden City	16-000569	410 Third	Environmental Yard	Vehicles on unimproved surface.	3/14/2016	3/15/2016
Garden City	16-000570	508 Third	Environmental Yard	Stack of tires on side of house.	3/14/2016	
Garden City	16-000578	212 Second	Environmental Yard	Red truck parked on unimproved surface.	3/15/2016	3/22/2016
Garden City	16-000579	510 Third	Environmental Yard	Mattresses on side of house.	3/15/2016	
Garden City	16-000583	1720 B	Environmental Yard	Vehicle parked on an unimproved surface.	3/15/2016	3/16/2016
Garden City	16-000587	1302 Eighth	Environmental Yard	Truck parked on unimproved surface.	3/15/2016	3/16/2016
Garden City	16-000589	1310 Eighth	Environmental Yard	Vehicles parked on an unimproved surface.	3/15/2016	3/24/2016
Garden City	16-000591	1508 Eighth	Environmental Yard	Vehicle parked on unimproved surface.	3/15/2016	3/16/2016
Garden City	16-000592	2210 Ninth	Environmental Yard	Car parked on unimproved surface.	3/15/2016	3/30/2016
Garden City	16-000593	2206 Ninth	Environmental Yard	Truck parked on unimproved surface.	3/15/2016	3/30/2016
Garden City	16-000594	2106 Ninth	Environmental Yard	Vehicle parked on unimproved surface.	3/15/2016	
Garden City	16-000595	2006 Hattie	Environmental Yard	Couch on front porch.	3/15/2016	
Garden City	16-000600	201 Thirteenth	Environmental Yard	Refrigerator in front yard.	3/16/2016	
Garden City	16-000603	2019 Mohawk	Environmental Yard	Jeep parked on an unimproved surface.	3/16/2016	3/24/2016
Garden City	16-000604	2212 Cherokee	Environmental Yard	Tires in driveway.	3/16/2016	3/31/2016

Garden City	16-000605	2307 Pawnee	Environmental Yard	Truck parked on an unimproved surface.	3/16/2016	3/24/2016
Garden City	16-000606	2307 Pawnee	Environmental Yard	Washing machine on front porch.	3/16/2016	3/24/2016
Garden City	16-000607	2308 Pawnee	Environmental Yard	SUV parked on an unimproved surface.	3/16/2016	3/24/2016
Garden City	16-000608	905 Johnson	Environmental Yard	Big TV on side of house.	3/16/2016	
Garden City	16-000609	1703 Old Manor	Environmental Yard	White car parked on unimproved surface.	3/16/2016	
Garden City	16-000611	1209 Old Manor	Environmental Yard	Red car parked on an unimproved surface.	3/16/2016	3/31/2016
Garden City	16-000612	603 Harding	Environmental Yard	Car parked on an unimproved surface.	3/16/2016	3/24/2016
Garden City	16-000613	605 Harding	Environmental Yard	Minivan parked on unimproved surface.	3/16/2016	3/24/2016
Garden City	16-000632	111 Mary	Environmental Yard	Vehicles parked on unimproved surface.	3/17/2016	3/18/2016
Garden City	16-000633	2615 C	Environmental Yard	SUV parked on unimproved surface.	3/17/2016	
Garden City	16-000634	1804 Julie	Environmental Yard	Car parked on unimproved surface.	3/17/2016	3/25/2016
Garden City	16-000636	1630 Bancroft	Environmental Yard	Tires on side of house.	3/17/2016	
Garden City	16-000637	1621 Summit	Environmental Yard	Car parked on unimproved surface.	3/17/2016	
Garden City	16-000641	709 North THIRD	Environmental Yard	VEHICLES	3/17/2016	3/25/2016
Garden City	16-000649	908 Inge	Environmental Yard	Cars parked on unimproved surface.	3/18/2016	3/21/2016
Garden City	16-000650	807 Inge	Environmental Yard	Cars parked on unimproved surface.	3/18/2016	3/21/2016
Garden City	16-000651	501 Eugene	Environmental Yard	Refrigerator on front porch.	3/18/2016	
Garden City	16-000652	506 Eugene	Environmental Yard	Car parked on unimproved surface.	3/18/2016	3/21/2016
Garden City	16-000654	707 Bancroft	Environmental Yard	Truck parked on unimproved surface.	3/18/2016	3/21/2016
Garden City	16-000655	709 Safford	Environmental Yard	Car parked on unimproved surface.	3/18/2016	3/21/2016
Garden City	16-000656	801 Safford	Environmental Yard	Car parked on unimproved surface.	3/18/2016	
Garden City	16-000657	801 Safford	Environmental Yard	Refrigerator in back yard next to the garage.	3/18/2016	
Garden City	16-000673	208 Second	Environmental Yard	Lots of indoor chairs in yard.	3/21/2016	
Garden City	16-000675	203 Fifth	Environmental Yard	Washing machine on front porch.	3/21/2016	3/29/2016
Garden City	16-000676	211 Sixth	Environmental Yard	Refrigerator in front yard.	3/21/2016	3/29/2016
Garden City	16-000677	312 Washington	Environmental Yard	Couch in front yard.	3/21/2016	
Garden City	16-000678	709 Laurel	Environmental Yard	Wash machine in backyard.	3/21/2016	
Garden City	16-000691	2410 A	Environmental Yard	White car parked on an unimproved surface.	3/22/2016	3/30/2016
Garden City	16-000692	2111 A	Environmental Yard	Couch in front yard.	3/22/2016	
Garden City	16-000693	1907 A	Environmental Yard	Refrigerator and washing machine on side of house.	3/22/2016	
Garden City	16-000705	1219 Old Manor	Environmental Yard	Tires in front yard.	3/23/2016	3/31/2016
Garden City	16-000706	1202 Third	Environmental Yard	Truck parked on unimproved surface.	3/23/2016	
Garden City	16-000707	1102 Hamline	Environmental Yard	SUV parked on unimproved surface.	3/23/2016	3/24/2016
Garden City	16-000728	501 South Park	Environmental Yard	washer next to mobile home.	3/24/2016	4/1/2016
Garden City	16-000741	516 Summit	Environmental Yard	Trucks parked on unimproved surface.	3/25/2016	3/28/2016
Garden City	16-000742	509 Summit	Environmental Yard	Car parked on unimproved surface.	3/25/2016	3/28/2016
Garden City	16-000743	511 Summit	Environmental Yard	Car parked on unimproved surface.	3/25/2016	4/4/2016
Garden City	16-000744	523 Summit	Environmental Yard	Couch on front porch.	3/25/2016	4/4/2016
Garden City	16-000749	601 Ninth	Environmental Yard	Water heater in backyard in dilapidated fence.	3/28/2016	
Garden City	16-000750	601 Ninth	Environmental Yard	Dilapidated fence.	3/28/2016	
Garden City	16-000764	1512 Laurel	Environmental Yard	Car parked on unimproved surface.	3/28/2016	
Garden City	16-000765	1508 Laurel	Environmental Yard	Stove on side of house.	3/28/2016	
Garden City	16-000766	309 Davis	Environmental Yard	Car parked on unimproved surface.	3/28/2016	
Garden City	16-000767	409 Hudson	Environmental Yard	Tires in driveway.	3/28/2016	
Garden City	16-000776	1908 A	Environmental Yard	Washer in driveway.	3/29/2016	

Garden City	16-000777	309 Edwards	Environmental Yard	Washing machine and tires in driveway.	3/29/2016	
Garden City	16-000779	903 Howerton	Environmental Yard	Stove on one side of house, chair on the other side and tire in front yard.	3/29/2016	4/11/2016
Garden City	16-000780	1108 Eleventh	Environmental Yard	Tires in driveway.	3/29/2016	
Garden City	16-000781	1209 Ninth	Environmental Yard	Cars in backyard parked on unimproved surface.	3/29/2016	
Garden City	16-000784	208 Olive	Environmental Yard	Blazer parked on unimproved surface.	3/29/2016	3/30/2016
Garden City	16-000802	306 HUDSON	Environmental Yard	CARS PARKING IN A UNIMPROVED SURFACE	3/30/2016	4/1/2016
Garden City	16-000804	501 HUDSON	Environmental Yard	PARK IN THE BACK WHITE CAR	3/30/2016	
Garden City	16-000646	411 Santa Fe	Plan Misc	Excessive garage sales.	3/18/2016	4/1/2016
Garden City	16-000712	413 North MAIN	Plan Misc	INGE & BROS EMPORIUM	3/24/2016	
Garden City	16-000713	921 West MARY FRONTAGE	Plan Misc	PROJECT FITNESS- CERTIFICATE OF ZONING COMPLIANCE	3/24/2016	
Garden City	16-000714	1010 STONE CREEK Drive	Plan Misc	OLD CHICAGO PIZZA & TAP ROOM - LIQUOR LICENSE	3/24/2016	
Garden City	16-000751	601 Ninth	Unlawful Deposits	Tree stumps in backyard by alley.	3/28/2016	
Garden City	16-000397	405 Washington	Vehicles	Silver Car with flat tires.	3/1/2016	4/4/2016
Garden City	16-000404	1608 Jan	Vehicles	Car on blocks missing one tire.	3/1/2016	3/8/2016
Garden City	16-000411	1924 B	Vehicles	Car with flat tires.	3/1/2016	3/16/2016
Garden City	16-000428	1823 Cherokee	Vehicles	Pickup with flat tires.	3/3/2016	3/10/2016
Garden City	16-000439	305 Florence	Vehicles	White Jeep on blocks with rear wheels off.	3/3/2016	3/18/2016
Garden City	16-000447	1314 Bancroft	Vehicles	Black car possibly inoperable.	3/3/2016	
Garden City	16-000460	508 Inge	Vehicles	Classic Camaro on blocks looks like it might be inoperable.	3/4/2016	3/7/2016
Garden City	16-000464	607 Conkling	Vehicles	Grey minivan with no plates.	3/7/2016	3/25/2016
Garden City	16-000468	201 East Fulton	Vehicles	Cars with flat tires.	3/7/2016	3/21/2016
Garden City	16-000469	901 Amy	Vehicles	Truck on blocks one tire off.	3/7/2016	3/15/2016
Garden City	16-000470	603 Amy	Vehicles	Jeep on blocks.	3/7/2016	3/15/2016
Garden City	16-000484	1504 A	Vehicles	Truck on jacks.	3/8/2016	3/16/2016
Garden City	16-000488	1405 B	Vehicles	Old pickup with blocks in front of tires. Maybe inoperable.	3/8/2016	3/16/2016
Garden City	16-000489	2324 C	Vehicles	Car with no plates.	3/8/2016	3/30/2016
Garden City	16-000492	1528 twelfth	Vehicles	White vehicle on ramps.	3/8/2016	3/10/2016
Garden City	16-000511	1712 Parkwood	Vehicles	Minivan with flat tires.	3/9/2016	3/17/2016
Garden City	16-000513	1212 Parkwood	Vehicles	Red car with blocks behind the rear tires and it has no plate.	3/9/2016	3/17/2016
Garden City	16-000521	1618 Bancroft	Vehicles	Van with flat tires.	3/10/2016	3/11/2016
Garden City	16-000524	2402 Dee	Vehicles	Car on blocks and missing front wheels.	3/10/2016	3/18/2016
Garden City	16-000528	2910 Nancy	Vehicles	Classic car with flat tires.	3/10/2016	3/18/2016
Garden City	16-000543	1212 St John	Vehicles	Black car with front end bashed in.	3/11/2016	3/21/2016
Garden City	16-000567	406 Third	Vehicles	Old truck with no plate.	3/14/2016	3/29/2016
Garden City	16-000571	303 Second	Vehicles	Old Chevy truck back between garage and fence.	3/14/2016	
Garden City	16-000584	1311 B	Vehicles	Silver car parked in the back has the back window smashed in. Is it operable? The car is also parked on an unimproved surface.	3/15/2016	3/23/2016

Garden City	16-000585	2507 A	Vehicles	SUV with flat tires.	3/15/2016	
Garden City	16-000586	2502 C	Vehicles	SUV in pieces.	3/15/2016	
Garden City	16-000631	2702 Easy	Vehicles	Old truck with flat tires.	3/17/2016	4/1/2016
Garden City	16-000635	1608 Conard	Vehicles	Van with flat tires.	3/17/2016	3/25/2016
Garden City	16-000638	1123 Pearl	Vehicles	Truck parked on ramps.	3/17/2016	3/28/2016
Garden City	16-000639	1111 Safford	Vehicles	Car with flat tires.	3/17/2016	3/28/2016
Garden City	16-000645	2914 FLEMING	Vehicles	PROPERTY OWNER CALLED AND SAID A TENANT HAS A VEHICEL	3/18/2016	3/18/2016
Garden City	16-000653	515 Stoeckly	Vehicles	Car with flat tires.	3/18/2016	4/4/2016
Garden City	16-000694	201 Fair	Vehicles	Old blue car with flat tires.	3/22/2016	
Garden City	16-000695	1513 Ninth	Vehicles	Truck with front end missing.	3/22/2016	
Garden City	16-000708	1412 Third	Vehicles	Car on jack stands.	3/23/2016	
Garden City	16-000769	601 Hazel	Vehicles	Car with flat tires.	3/28/2016	
Garden City	16-000778	909.5 Howerton	Vehicles	White car with front end smashed and parked on side of house.	3/29/2016	
Garden City	16-000782	611 Teitelbaum	Vehicles	Red SUV on ramps.	3/29/2016	
Garden City	16-000783	208 Olive	Vehicles	Blazer with front end smashed in. is it operable?	3/29/2016	3/30/2016
Garden City	16-000799	412 WASHINGTON	Vehicles	BROWN CAR THAT IS INOPERABLE	3/30/2016	
Garden City	16-000801	305 BALLINGER	Vehicles	RED CAR THAT IS INOPERABLE	3/30/2016	
Garden City	16-000805	1110 East CHESTNUT	Vehicles	INOPERABLE CAR	3/30/2016	
Garden City	16-000803	302 CENTER	Weeds	OVER GROWN WEEDS	3/30/2016	4/11/2016
Garden City	16-000808	412 MAGNOLIA	Weeds	WEEDS	3/30/2016	4/11/2016
Garden City	16-000809	1101 Ninth	Weeds	Weeds	3/30/2016	4/11/2016
Garden City	16-000810	1102 Ninth	Weeds	Weeds	3/30/2016	
Garden City	16-000811	1017 Eleventh	Weeds	Weeds	3/30/2016	4/11/2016
Garden City	16-000812	506 Kansas	Weeds	Weeds	3/30/2016	3/31/2016
Garden City	16-000813	504 Kansas	Weeds	Weeds	3/30/2016	4/11/2016
Garden City	16-000814	701 Mary	Weeds	WEEDS	3/30/2016	4/11/2016
Garden City	16-000815	413 Mary	Weeds	Weeds	3/30/2016	
Garden City	16-000816	405 Mary	Weeds	Weeds	3/30/2016	
Garden City	16-000817	2601 C	Weeds	Weeds	3/30/2016	
Garden City	16-000818	2516 B	Weeds	Weeds	3/30/2016	4/11/2016
Garden City	16-000819	2523 Main	Weeds	Weeds	3/30/2016	4/11/2016
Garden City	16-000820	2520 Main	Weeds	Weeds	3/30/2016	
Garden City	16-000821	2524 Main	Weeds	Weeds	3/30/2016	
Garden City	16-000822	1023 Lamplighter	Weeds	Weeds	3/30/2016	

Garden City	16-000824	1705 Mary	Weeds	Weeds	3/30/2016	
Garden City	16-000834	2509 Campus	Weeds	Weeds	3/31/2016	
Garden City	16-000835	3333 Mary	Weeds	Weeds	3/31/2016	4/1/2016
Garden City	16-000836	305 Kansas	Weeds	Weeds	3/31/2016	4/11/2016
Garden City	16-000837	1018 Seventh	Weeds	Weeds	3/31/2016	4/4/2016
Garden City	16-000838	109 Fourth	Weeds	Weeds	3/31/2016	
Garden City	16-000839	202 Tenth	Weeds	Weeds	3/31/2016	
Garden City	16-000840	411 Fulton	Weeds	Weeds	3/31/2016	
Garden City	16-000841	2515 Main	Weeds	Weeds	3/31/2016	
Garden City	16-000842	2508 Main	Weeds	Weeds	3/31/2016	
Garden City	16-000843	2506 Main	Weeds	Weeds	3/31/2016	
Garden City	16-000844	2311 Main	Weeds	Weeds	3/31/2016	
Garden City	16-000845	2101 Main	Weeds	Weeds	3/31/2016	
Garden City	16-000472	502 North THIRTEENTH	Work w/o Permit	CONSULTATION	3/8/2016	
Garden City	16-000493	4101 East HWY 50	Work w/o Permit	WORKING WITHOUT PERMIT	3/8/2016	3/23/2016
Garden City	16-000601	4101 East HWY 50 Lot 577	Work w/o Permit	WORKING WITHOUT PERMIT	3/16/2016	
Garden City	16-000715	2295 South OLD HWY 83	Work w/o Permit	WORKING WITHOUT PERMIT	3/24/2016	
Garden City	16-000740	620 North TENTH	Work w/o Permit	WORKING WITHOUT PERMIT POUR SIDEWALK AND LADING	3/25/2016	
Garden City	16-000425	4645 East SCHULMAN	Work w/o Permit	WORK W/O PERMIT	3/2/2016	
Garden City	16-000498	307 North FOURTH	Work w/o Permit	WORKING WITHOUT PERMIT	3/9/2016	



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: April 19, 2016
RE: March 2016 building report from Neighborhood & Development Services

ISSUE:

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

BACKGROUND:

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

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

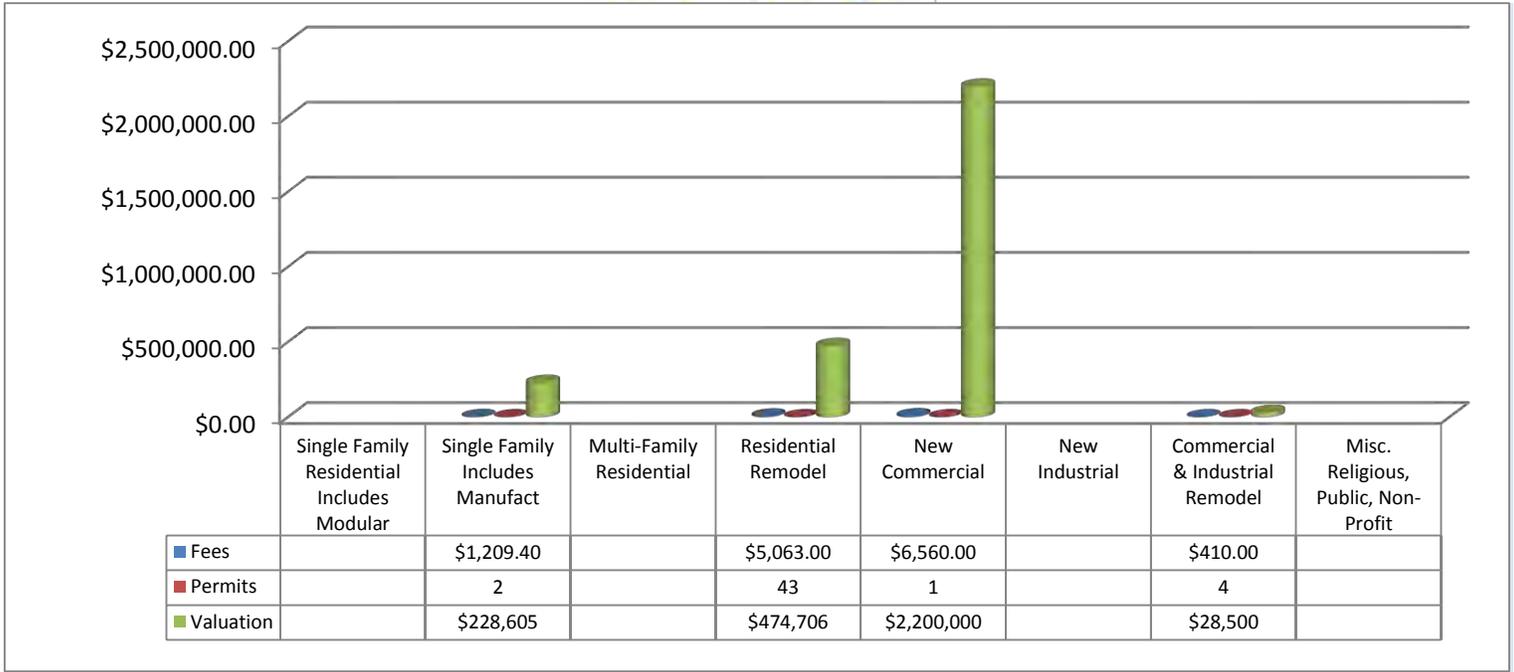
None

ATTACHMENTS:

Description	Upload Date	Type
March 2016 Building Report	4/13/2016	Backup Material

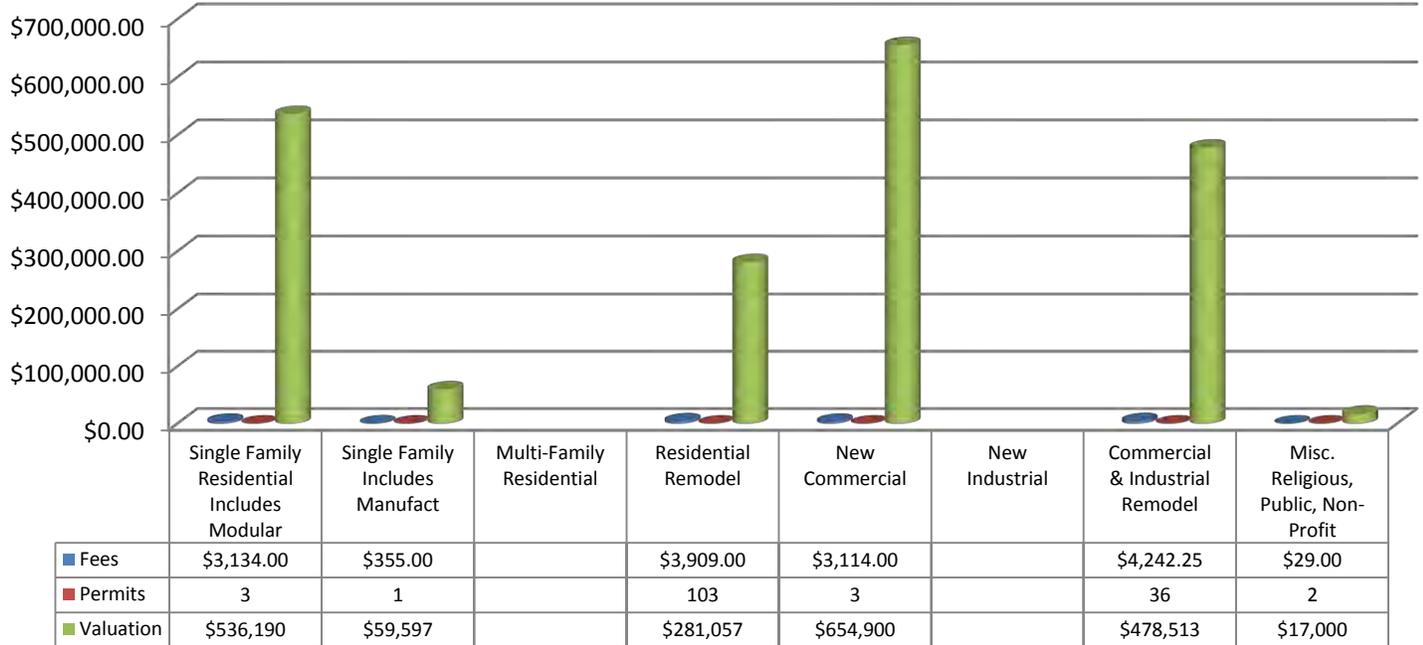
Planning & Community Development Building Report March 2016





Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Finney County	BUILDING PERMIT	335 INDUSTRIAL	260	27000	Building	Commercial/Industrial Remodel	ENLARGING TWO EXISTING LOAD DOCK PITS INSIDE AN EXISTING BUILDING TO FIT NEW MACHINERAY BACK WALL ONLY
Finney County	DEMO PERMIT	2005 West FULTON	30	0	Demo	Commercial/Industrial Remodel	DEMOLITION PHASE 3 LCI LANDFILL
Finney County	GAS	2915 East MARY	45	1500	Gas Permit	Commercial/Industrial Remodel	GAS PRESURE TEST SERVICE LINE FROM THE PROPANE TANK TO THE BUILDING COVERTING FROM PROPANE TO NATURAL
Finney County	SIGN PERMIT	1755 South AIR SERVICE	75	0	Wall Sign	Commercial/Industrial Remodel	AG SOLUTION WALL SIGN
Finney County	BUILDING PERMIT	740 PARALLEL	6560	2E+06	Building	New Commercial	FOUNDATION WORK ONLY- DUPONT PIONEER
Finney County	BUILDING PERMIT	660 RANDY	69	4000	Building	Residential Remodel	TEAR OF REROOF
Finney County	BUILDING PERMIT	1062 RIDGE	81	1380	Building	Residential Remodel	CARPOT- ok for metal building, 4' from prop line 10' for house
Finney County	BUILDING PERMIT	220 GRANDVIEW	131	9900	Building	Residential Remodel	TEAR OFF AND RE-ROOF COMP. IMPACT RESISTENT 5000
Finney County	BUILDING PERMIT	520 DONNA AVE	42	2800	Building	Residential Remodel	RE-ROOF 27 FELP
Finney County	BUILDING PERMIT	509 SPRUCE	42	800	Building	Residential Remodel	CEMENT SLAB FOR SHED
Finney County	BUILDING PERMIT	2175 MILFORD	118	8559	Building	Residential Remodel	R/R LAMINATE ROOF 29
Finney County	BUILDING PERMIT	2035 MILFORD	118	6510	Building	Residential Remodel	R/R LAMINATE ROOF 24
Finney County	BUILDING PERMIT	2100 MILFORD	118	7532	Building	Residential Remodel	R/R LAMINATE 24
Finney County	BUILDING PERMIT	1780 ANDOVER	118	8376	Building	Residential Remodel	R/R LAMINATE 34
Finney County	BUILDING PERMIT	2115 MILFORD	118	7798	Building	Residential Remodel	R/R COMP LAMINATE 27
Finney County	BUILDING PERMIT	2020 MILFORD	118	8993	Building	Residential Remodel	R/R LAMINATE 30

Finney County	BUILDING PERMIT	2120 MILFORD	118	8354	Building	Residential Remodel	R/R LAMINATE
Finney County	BUILDING PERMIT	1710 ANDOVER	118	7915	Building	Residential Remodel	R/R LAMINATE 28
Finney County	BUILDING PERMIT	2090 ANDOVER	118	7598	Building	Residential Remodel	R/R LAMINATE 25
Finney County	BUILDING PERMIT	2180 MILFORD	118	6882	Building	Residential Remodel	R/R LAMINATE 23
Finney County	BUILDING PERMIT	985 CRABAPPLE	68	2800	Building	Residential Remodel	NEW SHED AND FENCE WOOD- concrete for shed 160sq 6' high woo privacy fence 2 4x4 posts 60'x44'=164 linear
Finney County	BUILDING PERMIT	5600 ALLEN	81	3000	Building	Residential Remodel	STORAGE SHED & 6 FT FENCE AROUND BACKYARD
Finney County	BUILDING PERMIT	3975 DAMOND Road	55	1500	Building	Residential Remodel	WATER LINE AND ELECTRICAL
Finney County	BUILDING PERMIT	201 BULLARD	170	25000	Building	Residential Remodel	REMODEL MAIN FLOOR
Finney County	BUILDING PERMIT	1608 GRANDVIEW EAST	118	9500	Building	Residential Remodel	RE-ROOF ASPHOLT SHINGLES 41 SQ
Finney County	BUILDING PERMIT	1670 ANDOVER	118	11500	Building	Residential Remodel	RE-ROOF ASPHOLT SHINGLES 49 SQ
Finney County	BUILDING PERMIT	1755 ANDOVER	118	7000	Building	Residential Remodel	RE-ROOF ASPHOLT SHINGLES 28
Finney County	BUILDING PERMIT	107 STRATFORD	118	8000	Building	Residential Remodel	RE-ROOF ASPHOLT SHINGLES 36 SQ
Finney County	BUILDING PERMIT	104 DURHAM	118	6500	Building	Residential Remodel	RE-ROOF ASPHOLT SHINGLES 30 SQ
Finney County	BUILDING PERMIT	2295 South OLD HWY 83	600	100000	Building	Residential Remodel	REMOVE FLAT ROOF AND PUT ON TRUSS
Finney County	BUILDING PERMIT	640 TOWNS	118	8692	Building	Residential Remodel	COMPLETE TEAR OFF COMP 31
Finney County	BUILDING PERMIT	5170 SCHULMAN	69	3650	Building	Residential Remodel	REMOVE AND REPLACE ROOF GARAGE 10SQ
Finney County	BUILDING PERMIT	610 TOWNS	118	6304	Building	Residential Remodel	REMOVE AND REPLACE ROOF TOTAL TEAR OFF 28 SQ
Finney County	BUILDING PERMIT	495 TOWNS	118	8100	Building	Residential Remodel	RE-ROOF TOTAL TEAR OFF COMP 39.33 SQ
Finney County	BUILDING PERMIT	8885 East PLYMELL	717	120000	Building	Residential Remodel	60 x 80' STEEL BUILDING - existing house includes basement plumbing floor detail
Finney County	BUILDING PERMIT	104 CAMBRIDGE	118	13400	Building	Residential Remodel	TEAR OFF AND REPLACE ROOF LEMINATE SHINGLES 40
Finney County	BUILDING PERMIT	6755 CAMPUS	118	7905	Building	Residential Remodel	REROOF TEARING OFF BOTH LAYERS 29SQ
Finney County	BUILDING PERMIT	201 BULLARD	69	5200	Building	Residential Remodel	REROOF COMP 31 SQ
Finney County	BUILDING PERMIT	2065 ANDOVER	118	7608	Building	Residential Remodel	REROOF COMP 30
Finney County	BUILDING PERMIT	2295 South OLD HWY 83	118	8000	Building	Residential Remodel	INSTALL 30 YR LANDMARK
Finney County	DEMO PERMIT	510 BURNSIDE	0	0	Demo	Residential Remodel	DEMO- COUNTY CLEANUP
Finney County	DEMO PERMIT	5760 CRESTVIEW	0	0	Demo	Residential Remodel	DEMO - COUNTY CLEANUP
Finney County	DEMO PERMIT	5762 CRESTVIEW	0	0	Demo	Residential Remodel	DEMO- COUNTY CLEAN UP
Finney County	ELECTRICAL	3801 East SPRUCE	29	500	Electrical	Residential Remodel	UNDERGROUND ELECTRIC LINE FOR SEPTIC TANK OXYGENATOR PUMP SYSTEM
Finney County	ELECTRICAL	3500 North FARMLAND	42	1300	Electrical	Residential Remodel	REWORK UPGRADING SERVICE TO SHOP AND REWORKING SERVICE FOR HOUSE WHEATLANDS
Finney County	MECHANICAL	5455 North HWY 83	118	8600	Mechanical	Residential Remodel	CHANGE OUT FURANCE AND AIR CONDITIONER
Finney County	PLUMBING	745 South WILDERNESS Road	42	3000	Plumbing	Residential Remodel	INSTALL YARD SPRINKLERS AROUND HOUSE APPROX 20 FT AROUND HOUSE
Finney County	PLUMBING	102 DRURY	42	250	Plumbing	Residential Remodel	REMOVE INSTALL 40 GAL WATER HEATER
Finney County	BUILDING PERMIT	6027 SKYLINE	1078.4	210105	Building	SF Manufactured (HUD Standards)	NEW MANUFACTURED HOME - UNFINISHED BASEMENT
Finney County	BUILDING PERMIT	2601 West MARY # 505	131	18500	Building	SF Manufactured (HUD Standards)	MOVING MOBLIE TRAILER



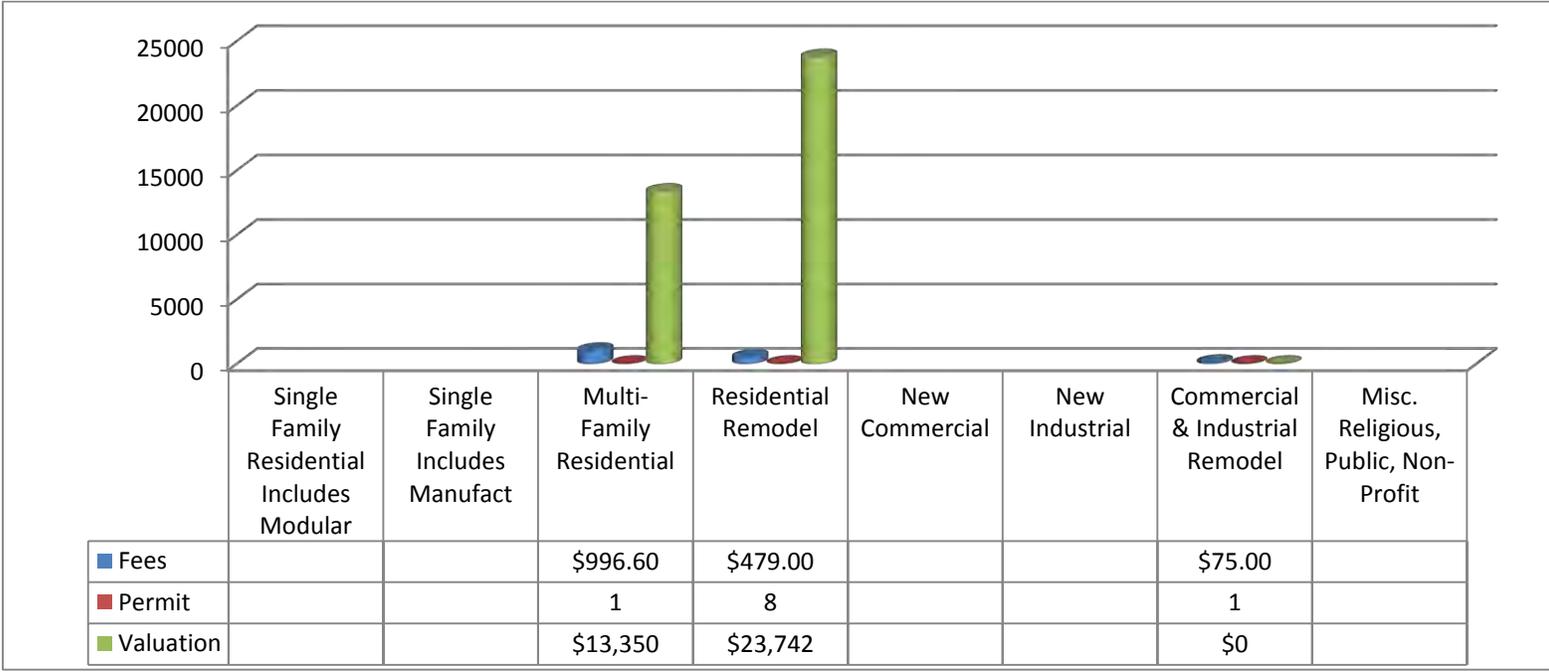
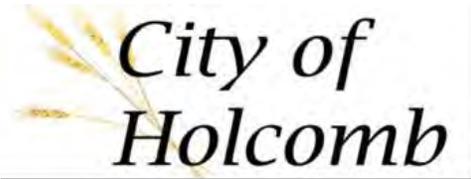
Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Garden City	BUILDING PERMIT	985 North ANDERSON	265	50000	Building	Commercial/Industrial Remodel	TANK PADS AND DRIVEWAY CONCRETE
Garden City	BUILDING PERMIT	1627 North TAYLOR	32	3000	Building	Commercial/Industrial Remodel	CUT DEMOLISH AND REPLACE TWO SECTION OF CONCRETE AT DOORS OF SITE
Garden City	BUILDING PERMIT	628 North EIGHTH	32	2200	Building	Commercial/Industrial Remodel	REPLACE METAL DOOR AND FRAME
Garden City	BUILDING PERMIT	903 West PROSPECT	220	37000	Building	Commercial/Industrial Remodel	INSTALLING A NEW 800 AMP 480 VOLT SERVICE TO BUILDING
Garden City	BUILDING PERMIT	1601 East KANSAS	100 8.75	20840	Building	Commercial/Industrial Remodel	INTERIOR REMODEL
Garden City	BUILDING PERMIT	215 North MAIN	354. 5	51000	Building	Commercial/Industrial Remodel	TEAR OFF & RE-ROOF
Garden City	BUILDING PERMIT	2360 GLENWOOD	56	4500	Building	Commercial/Industrial Remodel	NEW FAMILY HOME - FINISHED BASEMENT
Garden City	BUILDING PERMIT	401 East KANSAS	62	4339	Building	Commercial/Industrial Remodel	REMOVE AND REPLACE CONCRETE PAVEMENT
Garden City	BUILDING PERMIT	519 West MARY #111	32	900	Building	Commercial/Industrial Remodel	REMOVE SECTION OF WALL UPDATE EXISTING HEADER
Garden City	BUILDING PERMIT	426 North MAIN	130	13476	Building	Commercial/Industrial Remodel	UPGRADING EXTERIOR WINDOWS
Garden City	BUILDING PERMIT	140 HARVEST	0	24000	Building	Commercial/Industrial Remodel	RETAIN WALL AT SUBSTATION #10
Garden City	BUILDING PERMIT	156 CAMPUS	32	3000	Building	Commercial/Industrial Remodel	PATCHES OF CONCRETE HOLES
Garden City	ELECTRICAL	345 South JENNIE BARKER	0	5000	Electrical	Commercial/Industrial Remodel	SWITCH PUMP STATION FROM WHEATLAND POWER TO CITY POWER
Garden City	EXCAVATION	1605 MIKE'S	30	0	Excavation	Commercial/Industrial Remodel	INSTALL NEW SEWER LINE

Garden City	MECHANICAL	628 North EIGHTH	220	40000	Mechanical	Commercial/Industrial Remodel	INSTALLATION OF ONE NEW 15 HP HURST VERTICAL STEAM BOILER. REPLACEMENT OF NECESSARY FEED WATER, BLOWDOWN, STEAM, AND GAS PIPING.
Garden City	MECHANICAL	628 North EIGHTH	130	7500	Mechanical	Commercial/Industrial Remodel	REPLACE METAL DOOR AND FRAME
Garden City	MECHANICAL	426 North MAIN	105	15878	Mechanical	Commercial/Industrial Remodel	REPLACE 1 - 140,000 RTU PACKAGE UNIT ON ROOF AND REPLACE 1 - 3 TON / 80000 BTU PLIT SYSTEM
Garden City	MECHANICAL	908 North MAIN	62	5900	Mechanical	Commercial/Industrial Remodel	CHANGE OUT 5 TON A/C AND 120K 92% FURNACE
Garden City	PLUMBING	1715 East KANSAS	32	100	Plumbing	Commercial/Industrial Remodel	REPAIR WATER LINE BY THE WATER HEATER
Garden City	PLUMBING	411 CAMPUS	32	1000	Plumbing	Commercial/Industrial Remodel	GAS PRESSURE TEST
Garden City	PLUMBING	1402 East KANSAS	32	800	Plumbing	Commercial/Industrial Remodel	REPLACE 30 GALLON NG WATER HEATER
Garden City	SIGN PERMIT	301 East KANSAS	0	0	Pole Sign	Commercial/Industrial Remodel	PIZZA HUT - RELOCATE POLE SIGN
Garden City	SIGN PERMIT	1118 FLEMING	75	0	Wall Sign	Commercial/Industrial Remodel	SEQUOYAH 9 - CHANNEL LETTER WALL AND POLE CABNET
Garden City	SIGN PERMIT	2005 West FULTON	75	0	Wall Sign	Commercial/Industrial Remodel	WHEATLAND ELECTRIC- WALL
Garden City	SIGN PERMIT	707 East KANSAS	35	0	Temporary Sign	Commercial/Industrial Remodel	TEMPORARY SIGN FOR 100 YEARS CELEBRATION - to be removed by 5/3/2016
Garden City	SIGN PERMIT	1111 FLEMING	35	500	Pole Sign	Commercial/Industrial Remodel	COMMERCE BANK- TEMOPARY SIGN
Garden City	SIGN PERMIT	2501 CAMPUS	75	0	Wall Sign	Commercial/Industrial Remodel	CHIROPRACTOR - LETTER SIGN
Garden City	SIGN PERMIT	921 East KANSAS PLZ	35	0	Temporary Sign	Commercial/Industrial Remodel	H&R BLOCK TEMOPARY SIGN
Garden City	SIGN PERMIT	112 East CHESTNUT	0	0	Wall Sign	Commercial/Industrial Remodel	LUZ NAILS AND HOST OF ANGEL BOUTIQUE
Garden City	SIGN PERMIT	1212 LANE	150	0	Wall Sign	Commercial/Industrial Remodel	HERITAGE INN 2 LIGHTED LETTER
Garden City	SIGN PERMIT	1111 FLEMING	35	0	Temporary Sign	Commercial/Industrial Remodel	GARDEN CITY TEACHER FEDERAL CREDIT UNION BANNER
Garden City	SIGN PERMIT	3101 East KANSAS	225	0	Wall Sign	Commercial/Industrial Remodel	WALMART STORES INC - 2 WALL 1'-0 7/8" BY 2' 11", 2 WALL 1'-0 1/2" BY 2' - 3 3/8"
Garden City	SIGN PERMIT	1211 BUFFALO JONES	0	0	Wall Sign	Commercial/Industrial Remodel	DILLONS #60 RELOCATE AND UPER STORE LETTER TO BE REMOVED
Garden City	SIGN PERMIT	1211 BUFFALO JONES	35	0	Temporary Sign	Commercial/Industrial Remodel	DILLONS #60 RELOCATE AND UPER STORE LETTER TO BE REMOVED
Garden City	SIGN PERMIT	3101 East KANSAS	300	0	Wall Sign	Commercial/Industrial Remodel	WALMART STORES INC - 2 WALL 1'-0 7/8" BY 2' 11", 2 WALL 1'-0 1/2" BY 2' - 3 3/8"
Garden City	SIGN PERMIT	3101 East KANSAS	300	0	Wall Sign	Commercial/Industrial Remodel	WALMART STORES INC - 2 WALL 1'-0 7/8" BY 2' 11", 2 WALL 1'-0 1/2" BY 2' - 3 3/8"
Garden City	BUILDING PERMIT	605 East WALNUT	29	2000	Building	Misc	REPLACE SIDEWALK
Garden City	ELECTRICAL	510 FIFTH	0	15000	Electrical	Misc	INSTALL GENERATOR FOR GIRAFFE, AVIARY & TORTOISE BUILDING AT THE ZOO
Garden City	BUILDING PERMIT	1601 East MARY	136	30000	Building	New Commercial	NEW OFFICE BUILDINGS
Garden City	BUILDING PERMIT	1660 LAREU STE B	32	3000	Building	New Commercial	INTERIOR REMODEL LANDLORD WORK ONLY
Garden City	BUILDING PERMIT	3108 East KANSAS	172	35190	Building	New Commercial	NEW POPEYE'S KITCHEN
Garden City	BUILDING PERMIT	604 MAGNOLIA	29	2000	Building	Residential Remodel	6FT CEDAR FENCE
Garden City	BUILDING PERMIT	308 North FIRST	29	520	Building	Residential Remodel	REPLACE 2 WINDOWS AND FRONT DOOR
Garden City	BUILDING PERMIT	1810 BUFFALO JONES	130	9000	Building	Residential Remodel	CONSTRUCT NEW SIDEWALK & REPAIR CELIING
Garden City	BUILDING PERMIT	2302 PAWNEE	29	600	Building	Residential Remodel	CONCRETE PAD 480 SQ
Garden City	BUILDING PERMIT	1909-1915 SLOAN	105	19640	Building	Residential Remodel	REPLACE STAIRS & DECK ON SIX APARTMENTS
Garden City	BUILDING PERMIT	1712 East FAIR	56	4500	Building	Residential Remodel	6 FT WOOD WITH STEEL POST
Garden City	BUILDING PERMIT	1707 North SEVENTH	56	4500	Building	Residential Remodel	STUCCO HOUSE WITH ELECTRICAL WORK

Garden City	BUILDING PERMIT	1308 West FULTON	29	2000	Building	Residential Remodel	ADDING STUCCO
Garden City	BUILDING PERMIT	3501 CAMPUS	29	2500	Building	Residential Remodel	REPLACING BROKEN CONCETE 200 SQ FT
Garden City	BUILDING PERMIT	1602 East FAIR	52.5	20000	Building	Residential Remodel	REPLACE EXISTING DECK
Garden City	BUILDING PERMIT	1102 SUMMIT	29	1800	Building	Residential Remodel	NEW SEWER LINE
Garden City	BUILDING PERMIT	1702 JULIE	56	3795	Building	Residential Remodel	STORAGE SHED
Garden City	BUILDING PERMIT	1203 OLD MANOR	0	0	Building	Residential Remodel	POUR CONCRETE- sidewalk program
Garden City	BUILDING PERMIT	2915 CLIFF	105	20000	Building	Residential Remodel	REMOVE LEAN TO PATIO COVER ENLARGE AND ADD DECK
Garden City	BUILDING PERMIT	306 North TWELFTH	29	900	Building	Residential Remodel	RE/ROOFING 624
Garden City	BUILDING PERMIT	950 North JENNIE BARKER 166	29	1000	Building	Residential Remodel	STORAGE SHED PRE-MADE W PLATFORM
Garden City	BUILDING PERMIT	1512 East SPRUCE	56	4500	Building	Residential Remodel	CEDAR 6FT WITH FOOTER
Garden City	BUILDING PERMIT	721 AMY	29	800	Building	Residential Remodel	6FT WOOD
Garden City	BUILDING PERMIT	2318 North SEVENTH	105	15000	Building	Residential Remodel	GARAGE - no electrical work on this permit both sheds must be removed new garage must be 20' from rear property line 10' from house 3' from side property line
Garden City	BUILDING PERMIT	1219 PARKWOOD	29	300	Building	Residential Remodel	10FT WOODEN FENCE
Garden City	BUILDING PERMIT	1701 North TENTH	29	3000	Building	Residential Remodel	REPLACING ROOF 17 SQ
Garden City	BUILDING PERMIT	113 North TAYLOR	29	1200	Building	Residential Remodel	6FT WOOD FENCE - must be 3ft tall within the sight triangle (25' from Fulton and 25'from Taylor)
Garden City	BUILDING PERMIT	718 WARRIOR Street	29	1803	Building	Residential Remodel	6FT CEDAR
Garden City	BUILDING PERMIT	710 WARRIOR Street	29	1803	Building	Residential Remodel	6FT WOOD FENCE
Garden City	BUILDING PERMIT	714 WARRIOR Street	29	1803	Building	Residential Remodel	6FT CEDAR
Garden City	BUILDING PERMIT	706 WARRIOR Street	29	1803	Building	Residential Remodel	6FT CEDAR
Garden City	BUILDING PERMIT	634 WARRIOR Street	29	1803	Building	Residential Remodel	6FT CEDAR
Garden City	BUILDING PERMIT	638 WARRIOR Street	29	1803	Building	Residential Remodel	6FT CEDAR
Garden City	BUILDING PERMIT	702 WARRIOR Street	29	1803	Building	Residential Remodel	6FT CEDAR
Garden City	BUILDING PERMIT	522 COLONY	29	1499	Building	Residential Remodel	STORAGE SHED - must be 10' from house can not be metal shed.
Garden City	BUILDING PERMIT	3622 WESTPORT	29	2500	Building	Residential Remodel	R/R 13 SQ FT AND SIDING
Garden City	BUILDING PERMIT	907 North FIRST	29	2910	Building	Residential Remodel	6 FT WOOD
Garden City	BUILDING PERMIT	111 East JOHNSON	56	5950	Building	Residential Remodel	PATIO COVER INSTALL 22 x 12
Garden City	BUILDING PERMIT	616 East MARY	56	7000	Building	Residential Remodel	6FT CEDAR FENCE
Garden City	BUILDING PERMIT	2619 CARRIAGE	56	4000	Building	Residential Remodel	PATIO AND SIDEWALK CONCRETE 12x21 PATIO SIDEWALK 3x60
Garden City	BUILDING PERMIT	307 North FOURTH	56	5500	Building	Residential Remodel	INSTALL STUCO OUSIDE WALLS
Garden City	BUILDING PERMIT	2014 OLD MANOR	14.5	700	Building	Residential Remodel	6FT WOOD FENCE REPLACEMENT
Garden City	BUILDING PERMIT	1710 PHEASANT	29	3000	Building	Residential Remodel	RE-ROOF
Garden City	BUILDING PERMIT	649 WHEATRIDGE	105	17500	Building	Residential Remodel	REPLACE APPROX 2500 SF EXT CONCRETE SIDEWALK/ PATIO

Garden City	BUILDING PERMIT	1604 ANGUS	29	1000	Building	Residential Remodel	REPLACING FENCE
Garden City	BUILDING PERMIT	1106 LONG	29	800	Building	Residential Remodel	REPLACE CONCRETE AND ADDING A PORCH RAIL
Garden City	BUILDING PERMIT	305 West MARY J 4	29	2500	Building	Residential Remodel	REPAIR TO CAR CRASH
Garden City	BUILDING PERMIT	513 North EIGHTH	29	1500	Building	Residential Remodel	6' CEDAR
Garden City	BUILDING PERMIT	307 North FOURTH	56	5500	Building	Residential Remodel	STUCCO
Garden City	BUILDING PERMIT	606 East HAMLIN	29	2000	Building	Residential Remodel	REPLACING FENCE 6 FT CEDAR
Garden City	BUILDING PERMIT	311 East SANTA FE	29	3000	Building	Residential Remodel	REMODEL BATHROOM PER ERLINDA
Garden City	BUILDING PERMIT	1508 North NINTH	29	900	Building	Residential Remodel	RE-ROOF 21/22 DETACHED GARAGE
Garden City	BUILDING PERMIT	903 CONKLING	29	1000	Building	Residential Remodel	ADDING DRIVEWAY - approach
Garden City	BUILDING PERMIT	1121 FIFTH	29	2500	Building	Residential Remodel	NEW DRYWALL AND WINDOWS
Garden City	BUILDING PERMIT	1701 North EIGHTH	29	500	Building	Residential Remodel	REPLACING 6FT FENCE
Garden City	BUILDING PERMIT	1610 North NINTH	29	1000	Building	Residential Remodel	STORAGE SHED- cannot be covered in tin as stated on the plans must be siding and shingles
Garden City	BUILDING PERMIT	950 North JENNIE BARKER #115	29	600	Building	Residential Remodel	PRE BUILT STORAGE SHED- must be 10' from all surrounding structures
Garden City	BUILDING PERMIT	312 East JOHNSON	29	2500	Building	Residential Remodel	WOOD FENCE- cannot exceed 3 ft. in height last the front of the house
Garden City	BUILDING PERMIT	649 WHEATRIDGE	105	11350	Building	Residential Remodel	REPLACE ASPHALT SHINGLES WITH 43 SQUARES OF 50 YEAR COMP SHINGLES
Garden City	BUILDING PERMIT	4101 East HWY 50 436	29	600	Building	Residential Remodel	COVERED DECK- must be 10' from shed, if attached need stamped plans
Garden City	BUILDING PERMIT	209 CONKLING	29	1300	Building	Residential Remodel	RE-ROOFING
Garden City	BUILDING PERMIT	1012 North THIRD	29	600	Building	Residential Remodel	BUILD 12 X 8 SHED
Garden City	ELECTRICAL	4101 East HWY 50 #363	29	350	Electrical	Residential Remodel	REPLCE DAMAGE WIRE ON MASTER BATHROOM
Garden City	ELECTRICAL	811 North SEVENTH	56	4000	Electrical	Residential Remodel	REWIRE HOUSE
Garden City	ELECTRICAL	1212 MULBERRY	29	700	Electrical	Residential Remodel	SET NEW METER CAN AND DISCONNECT
Garden City	ELECTRICAL	2120 C	29	500	Electrical	Residential Remodel	ELECTRICAL SERVICE REWORK
Garden City	ELECTRICAL	1001 North EIGHTH	29	500	Electrical	Residential Remodel	UPGRADE SERVICE REPLACE BREAKER PANEL 100 A
Garden City	EXCAVATION	1102 SUMMIT	30	0	Excavation	Residential Remodel	NEW SEWER LINE
Garden City	EXCAVATION	2350 GLENWOOD	30	0	Excavation	Residential Remodel	NEW SINGLE FAMILY HOUSE
Garden City	EXCAVATION	1708 CENTER	30	0	Excavation	Residential Remodel	SEWER LINE
Garden City	GAS	801 HARDING	29	800	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	706 WARRIOR Street	29	500	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	710 WARRIOR Street	29	500	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	714 WARRIOR Street	29	500	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	505 West EMERSON	29	500	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	517 North TENTH	29	500	Gas Permit	Residential Remodel	GAS LINE REPAIR AND PRESSURE TEST
Garden City	GAS	311 East SANTA FE	29	300	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	MECHANICAL	401 East SPRUCE Street	56	4500	Mechanical	Residential Remodel	UPGRADES TO VENTILATION SYSTEM IN PHARMACY
Garden City	MECHANICAL	1204 CIRCLE	56	4650	Mechanical	Residential Remodel	REPLACE FURNACE AND EVAPORATOR COIL

Garden City	MECHANICAL	2820 TERRACE 39	29	2500	Mechanical	Residential Remodel	CHANGE OUT BTU HEATER 50.00
Garden City	MECHANICAL	502 North THIRTEENTH	29	3000	Mechanical	Residential Remodel	INSTALL NEW FURANCE AND SUPPLY RUNS RETURN AIR
Garden City	MECHANICAL	2615 PEARLY JANE	56	3200	Mechanical	Residential Remodel	CHANGE OUT 2 TON A/C AND 50K 80% FURNACE
Garden City	MECHANICAL	2008 North NINTH	56	3342	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER
Garden City	MECHANICAL	2601 West MARY 207	69	3225	Mechanical	Residential Remodel	REPLACE FURNACE
Garden City	PLUMBING	1303 West FULTON	29	155	Plumbing	Residential Remodel	REPLACE 55FT OF OLD PIPING TO NEW PVC PIPING
Garden City	PLUMBING	103 WELLINGTON	42	900	Plumbing	Residential Remodel	INSTALL 50 GALLON NG WATER HEATER
Garden City	PLUMBING	2207 North SIXTH	29	850	Plumbing	Residential Remodel	REPAIR NO PERMIT NEED PER ARLINDA INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	805 FITZ	29	850	Plumbing	Residential Remodel	INSTALL 40 GALL WATER HEATER
Garden City	PLUMBING	1804 East LAUREL	29	850	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER
Garden City	PLUMBING	2003 CHEROKEE	29	900	Plumbing	Residential Remodel	INSTALL 40 GAL WATER HEATER
Garden City	PLUMBING	1203 OLD MANOR	29	300	Plumbing	Residential Remodel	LAWN SPRINKLER - if tying in to city main will need a license plumber
Garden City	PLUMBING	2303 North MAIN	29	900	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	1508 East SPRUCE	29	900	Plumbing	Residential Remodel	INSTAL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	2112 CHEROKEE	29	900	Plumbing	Residential Remodel	INSTALL 50 GALLON NG WATER HEATER
Garden City	PLUMBING	3212 PRIMROSE	29	130	Plumbing	Residential Remodel	GAS PRESSURE TEST
Garden City	PLUMBING	1901 KOSTER	56	4000	Plumbing	Residential Remodel	SPRINKLER INSTALLATION
Garden City	PLUMBING	2009 COMMANCHE	29	720	Plumbing	Residential Remodel	REMOVE AND INSTALL 40 GALLON WATER HEATER
Garden City	PLUMBING	1605 MIKE'S	29	0	Plumbing	Residential Remodel	INSTALL NEW SEWER LINE
Garden City	PLUMBING	1005 North THIRD Street	29	1500	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	PLUMBING	2008 North SIXTH	29	800	Plumbing	Residential Remodel	REPLACE WATER LINE FROM HOME TO CITY METER - customer will do the digging
Garden City	PLUMBING	1617 SUMMIT	29	800	Plumbing	Residential Remodel	40 GALLON WATER HEATER REPLACEMENT
Garden City	PLUMBING	1708 CENTER	29	1500	Plumbing	Residential Remodel	SEWER LINE
Garden City	PLUMBING	2018 HENDERSON	29	850	Plumbing	Residential Remodel	REPLACE OLD W/H WITH NEW 50 GAL WATER HEATER
Garden City	PLUMBING	1509 MAIN	29	3000	Plumbing	Residential Remodel	INSTALL UNDERGROUND SPRINKLER - FRONT & SIDE OF HOUSE
Garden City	PLUMBING	1623 PIONEER	29	800	Plumbing	Residential Remodel	INSTALL UNDERGROUND SPRINKLER SYSTEM
Garden City	PLUMBING	702 MEADOWVIEW	29	1000	Plumbing	Residential Remodel	LAWN SPRINKLER
Garden City	PLUMBING	311 East SANTA FE	29	2500	Plumbing	Residential Remodel	REMOVE OLD WATER HEATER/ INSTALL NEW TANKLESS W/H IN NEW LOCATION INSTALL NEW GEMLIN SFTNER AND REMOVE OLD NEW LOCATION
Garden City	PLUMBING	311 East SANTA FE	29	2000	Plumbing	Residential Remodel	INSTALL NEW WATER LINE OR REPAIR
Garden City	BUILDING PERMIT	950 North JENNIE BARKER # 184	355	59597	Building	SF Manufactured (HUD Standards)	NEW MOBLE HOME & DRIVEWAY & SIDWALK
Garden City	BUILDING PERMIT	2261 GLENWOOD	957	224940	Building	SF Residential Includes Modular	NEW SINGLE HOME- UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3991 WILDWOOD Drive	1090.6	28350	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME- FINISHED BASEMENT
Garden City	BUILDING PERMIT	2270 GLENWOOD	1087.2	282900	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME - UNFINISHED BASEMENT



Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Holcomb	SIGN PERMIT	1500 North JONES Avenue	75	0	Wall Sign	Commercial/Industrial Remodel	LOVE'S & TRAVEL SHOP - WALL
Holcomb	BUILDING PERMIT	401 EMMANUEL 5 & 6	996.6	163350	Building	Multi-Family	DUPLEXES
Holcomb	BUILDING PERMIT	108 BARBER	42	450	Building	Residential Remodel	SIDEWALK
Holcomb	BUILDING PERMIT	600 LAURA	131	8565	Building	Residential Remodel	REPLACING EXISTING FENCE
Holcomb	BUILDING PERMIT	205 OLDWEILER	42	2000	Building	Residential Remodel	REMOVE PATIO COVER AND REPLCE INSTALL ROLLED ROOFER
Holcomb	BUILDING PERMIT	109 North HENDERSON	42	1300	Building	Residential Remodel	REPLACING PREVIOUS WALLS WITH SHEETROCK
Holcomb	BUILDING PERMIT	113 BARBER	42	1000	Building	Residential Remodel	POUR SIDEWALK APPROX 175 SQ
Holcomb	MECHANICAL	104 JENNY	69	4000	Mechanical	Residential Remodel	CHANGE OUT 56K 92% FURANCE & 2 1/2 TON A/C
Holcomb	PLUMBING	201 South HENDERSON	69	4427	Plumbing	Residential Remodel	REPLACE BROKEN SEWER LINE FROM HOME TO CITY MAIN
Holcomb	PLUMBING	205 TYLER	42	2000	Plumbing	Residential Remodel	UNDERGROUND SPRINKLER SYSTEM



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cemetery Department
DATE: April 19, 2016
RE: Cemetery Department March 2016 Reports.

ISSUE:

Presentation of the March 2016 staff report from Cemetery Department.

BACKGROUND:

Attached is the Cemetery staff report for March 2016.

ALTERNATIVE:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Cemetery Department March 2016 Reports	4/1/2016	Backup Material
Cemetery Department March 2016 Comparison Revenue Report	4/1/2016	Backup Material

City Manager / Cemetery Report

MARCH 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	17	2	0	\$ 900.00	\$ 1,415.52	\$ 5,450.00	
SMG	0	0	0	\$ -	\$ -	\$ -	\$ 875.00

Total Revenue	\$ 8,640.52
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Spaces Sold: Revenue collected from spaces purchased at time of need or pre-need

Spaces Reserved: Payments collected from reserved spaces

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

Cemetery Department
2009 - 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	\$ 7,400.00
March	\$ 6,405.00	\$ 13,810.00	\$ 5,447.00	\$ 7,180.00	\$ 6,335.00	\$ 6,975.00	\$ 5,560.00	\$ 8,640.52
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	\$ 29,490.52



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Service and Finance
DATE: April 19, 2016
RE: Monthly Financial Report - March 2016.

ISSUE:

Presentation of the March 2016 Financial Report from Service and Finance.

BACKGROUND:

Attached is the Service and Finance Financial Report for March 2016.

ALTERNATIVE:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Monthly Financial Report - March 2016	4/8/2016	Backup Material



City of Garden City
Monthly Financial Report FY 2016
For the Three Months Ended March 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 March 31, 2016.

GENERAL FUND AT A GLANCE

Category	Revised 2016 Budget	2016 YTD Actual	2015 YTD Actual
Revenues	21,959,250	7,523,873	6,691,674
Expenditures	23,722,530	6,414,630	5,778,096
Revenues Over(Under)	(1,763,280)	1,109,243	913,578

UTILITY FUND REVENUES AT A GLANCE

Category	Revised 2016 Budget	2016 YTD Actual	2015 YTD Actual
Electric	33,029,813	7,332,981	7,317,515
Solid Waste	3,531,250	995,297	911,942
Drainage Utility	207,750	53,620	52,143
Water and Sewage	8,140,250	1,523,438	1,484,404
TOTAL	44,909,063	9,905,336	9,766,004

SELECTED GENERAL FUND REVENUES AT A GLANCE

Category	Revised 2016 Budget	2016 YTD Actual	2015 YTD Actual
City Sales Tax	6,200,000	1,675,645	1,631,088
County Sales Tax	3,654,500	966,670	953,702
Franchise Tax			
Gas Utility	460,000	93,724	112,781
Telephone	58,000	15,681	15,163
CATV	232,000	58,372	58,602
Building Permits	228,692	182,272	101,445
Municipal Court Fines	925,000	234,700	223,201



**City of Garden City
 Monthly Financial Report FY 2016
 For the Three Months Ended
 March 31, 2016**

General Fund

General Fund Revenues collected through March were \$7,523,873. The March revenues represent 34.26% of the total revenues expected in the General Fund. Property tax distribution was 60.27% for the second of five payments in 2016.

General Fund Expenses are at 26.98% of the total expenditures expected in the General Fund.

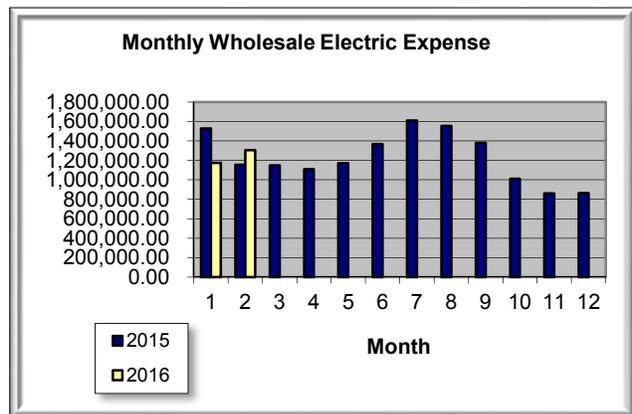
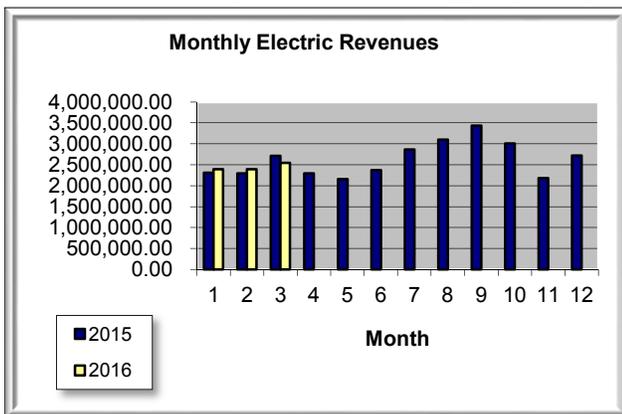
Selected Revenues

- City Sales Tax—Ahead by \$44,557 compared to March 2015 year to date collections, 2.73% ahead of 2015 for the three months ended.
- County Sales Tax— Collections for the three months ended are ahead of 2015 by \$12,968 or 1.36%.
- 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 March were ahead of 2015.

Utility Funds

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$33,029,813 for 2016 were \$7,332,981 through three months or 22.20% of budget.

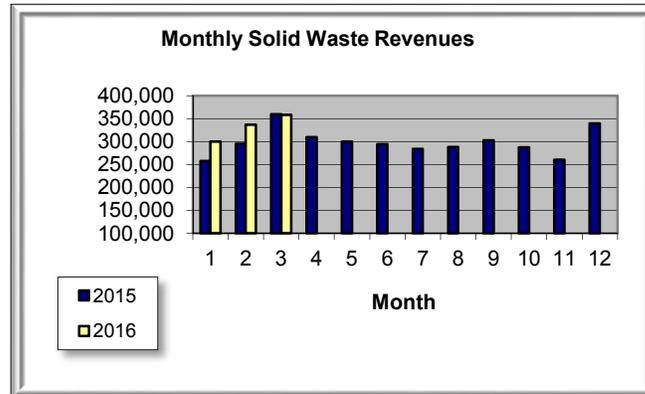


A main expense is Wholesale Electric in the Utility Fund. The 2016 revised budget for wholesale electric is \$17,697,000. The wholesale electric expense for March was not available at this printing.

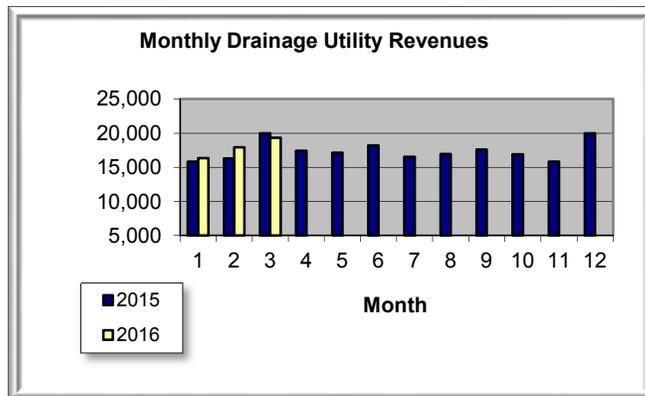


**City of Garden City
 Monthly Financial Report FY 2016
 For the Three Months Ended
 March 31, 2016**

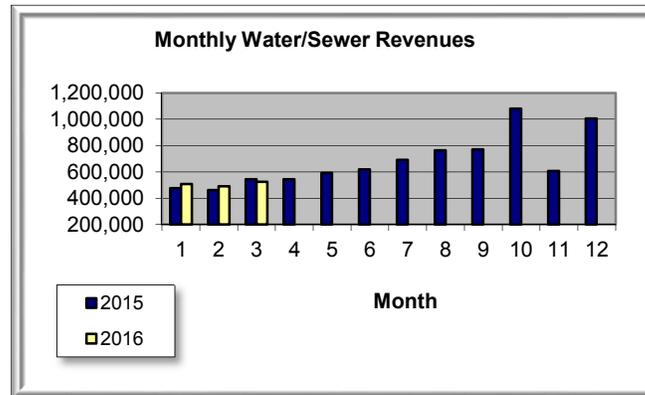
■ Solid Waste revenues – revised budget at \$3,531,250 for 2016 were \$995,297 through three months or 28.19% of budget.



■ Drainage Utility revenues – revised budget at \$207,750 for 2016 were \$53,620 through three months or 25.81%.



■ Water and Sewage revenues - revised budget at \$8,140,250 for 2016 were \$1,523,438 through three months or 18.71% of budget.





CITY OF GARDEN CITY, KANSAS
 Comparison of Cash Balances with Encumbrances and Composition of Cash
 For the Three Months Ended March 31, 2016

Fund	Unencumbered Cash Balance 1/1/2016	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 3/31/2016	Add Payables and Encumbrances	Treasurer's Cash 3/31/2016
Operating						
1 General	5,548,388.09	7,523,872.79	6,363,708.41	6,708,552.47	50,922.00	6,759,474.47
Debt Service Fund						
40 Bond and Interest	568,195.17	1,133,541.81	275,387.50	1,426,349.48	0.00	1,426,349.48
Special Revenue Funds						
4 TIF	704,354.92	789,363.05	180,725.44	1,312,992.53	0.00	1,312,992.53
5 Capital Improvement	1,085,118.66	4,380.89	38,064.85	1,051,434.70	0.00	1,051,434.70
6 Community Development Loan	16,816.55	663.22	0.00	17,479.77	0.00	17,479.77
7 Cemetery Endowment	34,782.01	1,186.54	14,000.00	21,968.55	0.00	21,968.55
8 Community Trust	1,495,344.12	1,019.93	10,182.00	1,486,182.05	0.00	1,486,182.05
10 DEA Forfeiture	36,448.64	-1,688.22	160.04	34,600.38	0.00	34,600.38
11 Drug Enforcement	83,804.91	6,919.18	0.00	90,724.09	0.00	90,724.09
15 Enhanced Wireless 911	384,213.80	49,871.15	19,515.61	414,569.34	0.00	414,569.34
18 Finnup Trust	124,583.05	0.00	2,509.05	122,074.00	0.00	122,074.00
19 JAG Grant	11,942.00	0.00	0.00	11,942.00	0.00	11,942.00
25 Recreation	0.00	578,625.75	578,625.75	0.00	0.00	0.00
26 Special Improvements	84,458.93	658.67	0.00	85,117.60	0.00	85,117.60
27 Special Liability	85,220.06	0.00	-5,405.99	90,626.05	0.00	90,626.05
29 Special Alcohol Programs	77,017.98	26,581.99	0.00	103,599.97	0.00	103,599.97
30 Special Recreation and Parks	76,750.99	29,847.18	289.47	106,308.70	0.00	106,308.70
32 Special Trafficway	1,033,976.11	177,565.81	52,235.65	1,159,306.27	0.00	1,159,306.27
50 Community Development Grant	0.00	0.00	0.00	0.00	0.00	0.00
52 Economic Development	410,098.24	10,286.23	100,517.87	319,866.60	0.00	319,866.60
53 Project Development	641,116.42	498.78	70,492.88	571,122.32	0.00	571,122.32
Total Special Revenue	<u>6,386,047.39</u>	<u>1,675,780.15</u>	<u>1,061,912.62</u>	<u>6,999,914.92</u>	<u>0.00</u>	<u>6,999,914.92</u>
Capital Projects Funds						
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	327,488.02	758,606.08	0.00	758,606.08
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	300,000.00	110,423.30	207,843.86	0.00	207,843.86
48 Tiger Grant	3,300,000.00	6,403,184.62	8,097,882.25	1,605,302.37	0.00	1,605,302.37
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	<u>5,430,649.65</u>	<u>6,703,184.62</u>	<u>8,547,943.57</u>	<u>3,585,890.70</u>	<u>0.00</u>	<u>3,585,890.70</u>
Enterprise Funds						
Electric Utility:						
67 Capital Reserve	1,500,000.00	187,500.00	0.00	1,687,500.00	0.00	1,687,500.00
68 General	7,653,808.21	7,332,980.80	6,257,743.99	8,729,045.02	317,694.78	9,046,739.80
69 Security Deposits	503,559.73	71,565.00	16,353.66	558,771.07	0.00	558,771.07
Total Electric Utility	<u>9,657,367.94</u>	<u>7,592,045.80</u>	<u>6,274,097.65</u>	<u>10,975,316.09</u>	<u>317,694.78</u>	<u>11,293,010.87</u>
Water and Sewer Utility:						
80 General	2,807,779.52	1,523,437.97	1,591,679.61	2,739,537.88	26,392.00	2,765,929.88
81 Wastewater Repair and Replacem	250,032.77	33,269.81	0.00	283,302.58	0.00	283,302.58
82 Water and Sewage Maintenance F	448,871.10	40,372.33	0.00	489,243.43	0.00	489,243.43
Total Water and Sewer Utility	<u>3,506,683.39</u>	<u>1,597,080.11</u>	<u>1,591,679.61</u>	<u>3,512,083.89</u>	<u>26,392.00</u>	<u>3,538,475.89</u>
Airport:						
60 General	1,159,222.06	792,869.13	230,630.75	1,721,460.44	17,950.00	1,739,410.44
61 Airport Improvement	37,594.19	390,058.32	415,460.38	12,192.13	0.00	12,192.13
Total Airport	<u>1,196,816.25</u>	<u>1,182,927.45</u>	<u>646,091.13</u>	<u>1,733,652.57</u>	<u>17,950.00</u>	<u>1,751,602.57</u>
Solid Waste Utility:						
75 General	1,665,289.95	995,296.50	680,407.29	1,980,179.16	180,885.00	2,161,064.16
Recreation Area:						
70 General Golf Course	2,848.99	295,777.68	238,392.45	60,234.22	31,300.00	91,534.22
71 Golf Course Building	13,415.98	20.50	0.00	13,436.48	0.00	13,436.48
Total Recreation Area	<u>16,264.97</u>	<u>295,798.18</u>	<u>238,392.45</u>	<u>73,670.70</u>	<u>31,300.00</u>	<u>104,970.70</u>
Drainage Utility:						
79 General	445,610.85	53,619.60	23,220.82	476,009.63	0.00	476,009.63
Internal Service Funds						
55 Health Insurance	560,884.79	1,090,605.45	1,161,183.18	490,307.06	0.00	490,307.06
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	261,181.00	536,442.24	0.00	536,442.24
36 Workers Compensation Reserve	455,633.99	66.05	3,313.40	452,386.64	0.00	452,386.64
Total Internal Service	<u>2,803,510.93</u>	<u>1,456,791.50</u>	<u>1,425,677.58</u>	<u>2,834,624.85</u>	<u>0.00</u>	<u>2,834,624.85</u>
Total All Funds	<u>37,224,824.58</u>	<u>30,209,938.51</u>	<u>27,128,518.63</u>	<u>40,306,244.46</u>	<u>625,143.78</u>	<u>40,931,388.24</u>



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 3/1/2016 Through 3/31/2016

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
3022	CONNECTING LINKS	0.00	18,834.55	75,000.00	(56,165.45)
3023	CONSUMER USE TAX	75,865.43	285,743.87	860,000.00	(574,256.13)
3028	LIQUOR CONSUMPTION TAX	26,582.00	26,582.00	90,000.00	(63,418.00)
3035	STATE REVENUE STAMP	0.00	(25.00)	0.00	(25.00)
3040	AD VALOREM TAX	41,273.28	2,089,238.06	3,397,180.00	(1,307,941.94)
3041	AD VALOREM BACK TAX	20,814.28	42,560.79	140,000.00	(97,439.21)
3044	CITY SALES TAX	502,661.85	1,675,645.49	6,200,000.00	(4,524,354.51)
3046	COUNTY SALES TAX	301,101.25	966,669.55	3,654,500.00	(2,687,830.45)
3055	MOTOR VEHICLE TAX	30,011.39	131,682.32	409,258.00	(277,575.68)
3056	RECREATIONAL VEHICLE TAX	400.95	2,047.96	3,144.00	(1,096.04)
3057	HEAVY DUTY VEHICLE TAX	161.71	1,870.56	1,726.00	144.56
3058	COMMERCIAL VEHICLE TAX	10,658.93	14,931.10	0.00	14,931.10
3065	CATV FRANCHISE	0.00	58,371.94	232,000.00	(173,628.06)
3066	GAS UTILITY FRANCHISE	0.00	93,723.56	460,000.00	(366,276.44)
3067	TELEPHONE FRANCHISE	5,219.80	15,453.49	58,000.00	(42,546.51)
3068	TELECOM FRANCHISE	0.00	227.15	0.00	227.15
3115	CEMETERY SPACES	2,165.52	10,215.52	50,000.00	(39,784.48)
3150	IDENTIFIED LONG/SHORT	0.00	(580.93)	0.00	(580.93)
3151	UNIDENTIFIED LONG/SHORT	0.00	10.00	0.00	10.00
3301.01	ANIMAL BOARDING	980.98	2,743.12	15,000.00	(12,256.88)
3301.02	CAR STORAGE & TOWING	485.00	2,817.00	20,000.00	(17,183.00)
3301.05	FEES-FALSE ALARM	0.00	1,300.00	3,000.00	(1,700.00)
3301.07	FEES-GATE RECEIPTS	2,510.00	3,510.00	23,000.00	(19,490.00)
3301.08	FEES-GRAVE OPENINGS	6,400.00	16,125.00	65,000.00	(48,875.00)
3301.09	FEES-MONUMENT SETTING	350.00	525.00	3,000.00	(2,475.00)
3301.10	FEES-PLAT FILING	204.00	377.00	2,000.00	(1,623.00)
3301.11	FEES-REZONING	500.00	500.00	2,500.00	(2,000.00)
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	86,663.47	234,583.57	925,000.00	(690,416.43)
3301.17	FEES-STATE JUDGE	200.84	542.56	2,000.00	(1,457.44)
3301.18	FEES-STATE LAW ENFORCEMENT	4,103.08	12,027.24	50,000.00	(37,972.76)
3301.19	FEES-REINSTATEMENT	813.00	1,439.00	10,250.00	(8,811.00)
3301.20	FEES-RESTITUTION	3,099.23	6,618.18	0.00	6,618.18
3301.21	LEGAL COPIES	346.25	854.00	2,500.00	(1,646.00)
3301.22	PROBATION SCREENING	0.00	0.00	250.00	(250.00)
3301.23	FEES-CRIME STOPPER INFRACTION	996.74	3,516.70	10,000.00	(6,483.30)
3301.24	FEES-CRIME STOPPER MAJOR	(6.60)	535.00	500.00	35.00
3301.25	FEES-FAMILY CRISIS	(346.92)	116.00	0.00	116.00
3350.01	LICENSE-AMUSEMENT	0.00	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	1,000.00	4,500.00	30,000.00	(25,500.00)
3350.05	ZONING COMPLIANCE	300.00	375.00	0.00	375.00
3350.06	LICENSE-ELECTRICIAN	220.00	1,800.00	6,000.00	(4,200.00)
3350.08	LICENSE-ITINERANT MERCHANT	1,875.00	1,875.00	8,000.00	(6,125.00)
3350.09	LICENSE-LIQUOR	1,550.00	2,550.00	4,500.00	(1,950.00)
3350.10	LICENSE-MECHANICAL	0.00	1,180.00	4,000.00	(2,820.00)
3350.12	LICENSE-PAWN SHOP	0.00	50.00	100.00	(50.00)
3350.13	LICENSE-PLUMBER	0.00	1,160.00	3,000.00	(1,840.00)



City of Garden City
 Statement of Revenues and Expenditures-General Fund Revenues
 From 3/1/2016 Through 3/31/2016

3350.15	LICENSE-TAXI	0.00	45.00	100.00	(55.00)
3350.16	TAGS-DOG & CAT	268.40	974.39	2,250.00	(1,275.61)
3400.01	PERMITS-BUILDING	28,686.66	172,733.12	180,000.00	(7,266.88)
3400.02	PERMITS-CURB CUT	0.00	0.00	500.00	(500.00)
3400.03	PERMITS-ELECTRIC	273.00	792.00	8,000.00	(7,208.00)
3400.04	PERMITS-EXCAVATION	60.00	422.00	2,500.00	(2,078.00)
3400.05	PERMITS-GAS	87.00	267.00	4,042.00	(3,775.00)
3400.06	PERMITS-HOUSE MOVING	0.00	0.00	150.00	(150.00)
3400.08	PERMITS-MECHANICAL	467.00	1,260.00	12,000.00	(10,740.00)
3400.09	PERMITS-PLUMBING	1,451.00	4,619.75	14,000.00	(9,380.25)
3400.11	PERMITS-TV & SIGN	1,573.00	2,178.00	7,500.00	(5,322.00)
3435	INTEREST INCOME	3,786.25	8,453.56	42,000.00	(33,546.44)
3437	FINANCE CHARGE INCOME	(703.66)	(489.36)	30,000.00	(30,489.36)
3440.02	RENTAL-CITY FACILITIES	2,205.31	4,186.65	50,000.00	(45,813.35)
3440.03	RENTAL-DEPOT	100.00	300.00	1,200.00	(900.00)
3447	ROYALTIES-GAS WELLS	1,467.05	3,396.23	30,000.00	(26,603.77)
3450	SALE OF PROPERTY-AUCTION	0.00	0.00	18,000.00	(18,000.00)
3454	SALE OF PROPERTY-LAND	300.00	300.00	0.00	300.00
3470.04	REIMBURSE-POLICE SERVICES	0.00	0.00	225,000.00	(225,000.00)
3470.07	UTILITY FUNDS REIMBURSEMENT	681,050.00	1,362,100.00	4,084,100.00	(2,722,000.00)
3470.08	REIMBURSE-COUNTY	0.00	185,000.00	185,000.00	0.00
3470.09	REIMBURSE-HOLCOMB	0.00	42,000.00	45,000.00	(3,000.00)
3600.01	MISCELLANEOUS-ADMINISTRATION	0.00	49.31	0.00	49.31
3600.02	MISCELLANEOUS-CEMETERY	25.00	225.00	0.00	225.00
3600.04	MISCELLANEOUS-INSPECTION	0.00	0.00	500.00	(500.00)
3600.07	MISCELLANEOUS-POLICE	<u>0.00</u>	<u>38.79</u>	<u>0.00</u>	<u>38.79</u>
Total Income		<u>1,850,256.47</u>	<u>7,523,872.79</u>	<u>21,959,250.00</u>	<u>(14,435,377.21)</u>



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 3/1/2016 Through 3/31/2016

001 - GENERAL FUND

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	4,188.40	27,732.11	117,500.00	89,767.89
112	CITY MANAGER	52,713.89	224,073.62	705,000.00	480,926.38
113	SERVICE AND FINANCE	57,594.70	217,515.88	833,780.00	616,264.12
114	LEGAL SERVICES	17,008.62	33,865.29	142,000.00	108,134.71
115	MUNICIPAL COURT	36,196.74	122,545.91	541,750.00	419,204.09
116	HUMAN RESOURCES	11,529.24	46,131.38	181,500.00	135,368.62
117	INFORMATION TECH	30,169.85	101,378.93	576,500.00	475,121.07
118	CITY PROSECUTION	<u>19,698.87</u>	<u>73,749.96</u>	<u>274,500.00</u>	<u>200,750.04</u>
	Total Administration	229,100.31	846,993.08	3,372,530.00	2,525,536.92
121	POLICE-ADMINISTRATIVE	137,838.11	344,607.13	1,905,750.00	1,561,142.87
122	POLICE-INVESTIGATIONS	60,729.70	233,058.15	1,011,750.00	778,691.85
123	POLICE-PATROL	273,602.36	1,003,707.68	4,132,050.00	3,128,342.32
124	POLICE-SUPPORT SERVICES	96,472.61	349,277.40	1,502,250.00	1,152,972.60
125	POLICE-ANIMAL CONTROL	<u>17,806.66</u>	<u>67,904.83</u>	<u>256,850.00</u>	<u>188,945.17</u>
	Total Police	586,449.44	1,998,555.19	8,808,650.00	6,810,094.81
131	PUBLIC WORKS-PLANNING,COMM	105,933.25	306,321.78	1,119,850.00	813,528.22
133	PUBLIC WORKS-STREET MAINT	70,265.14	650,954.36	1,526,250.00	875,295.64
135	PUBLIC WORKS-PARKS	<u>137,224.62</u>	<u>321,828.45</u>	<u>1,004,250.00</u>	<u>682,421.55</u>
	Total Public Works	313,423.01	1,279,104.59	3,650,350.00	2,371,245.41
141	ZOO-ADMINISTRATIVE	30,972.43	116,539.91	469,700.00	353,160.09
142	ZOO-MAINTENANCE DIVISION	20,474.56	68,396.39	354,000.00	285,603.61
144	ZOO-ANIMAL DIVISION	<u>73,621.04</u>	<u>256,617.34</u>	<u>1,158,250.00</u>	<u>901,632.66</u>
	Total Zoo	125,068.03	441,553.64	1,981,950.00	1,540,396.36
151	FIRE-ADMINISTRATIVE	17,778.42	75,596.01	288,250.00	212,653.99
152	FIRE-OPERATIONS	203,680.07	759,424.33	2,835,250.00	2,075,825.67
153	FIRE-VOLUNTEERS	274.07	1,355.31	21,880.00	20,524.69
154	FIRE-ARFF STATION	<u>320.31</u>	<u>733.74</u>	<u>97,750.00</u>	<u>97,016.26</u>
	Total Fire	222,052.87	837,109.39	3,243,130.00	2,406,020.61
161	CEMETERY-OPERATIONS	43,518.61	129,693.63	622,900.00	493,206.37
171	CAPITAL IMPROVEMENT	218,615.00	556,620.89	1,768,020.00	1,211,399.11
181	EMPLOYEE BENEFITS	0.00	<u>325,000.00</u>	<u>325,000.00</u>	<u>0.00</u>
	Total Expenses	<u>1,738,227.27</u>	<u>6,414,630.41</u>	<u>23,772,530.00</u>	<u>17,357,899.59</u>



City of Garden City
 Statement of Revenues and Expenditures-Utility Fund Revenues
 From 3/1/2016 Through 3/31/2016

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,389,745.57	6,939,942.41	31,623,813.00	(24,683,870.59)
3110.01	COLLECTIONS-COIN BOX	686.23	535.70	250.00	285.70
3118	CONNECT FEES	7,157.00	17,737.00	98,000.00	(80,263.00)
3150	IDENTIFIED LONG/SHORT	(1,010.76)	(1,385.43)	0.00	(1,385.43)
3151	UNIDENTIFIED LONG/SHORT	(101.92)	(208.62)	0.00	(208.62)
3154	INSUFFICIENT FUNDS CHECKS	(2,314.90)	(3,455.21)	0.00	(3,455.21)
3155	RETURNED CHECK CHARGE	325.00	1,225.00	5,000.00	(3,775.00)
3185	PENALTIES	0.00	0.00	85,000.00	(85,000.00)
3201	REIMBURSE-DEVELOPER	5,816.00	11,632.00	55,000.00	(43,368.00)
3435	INTEREST INCOME	21.18	42.37	2,000.00	(1,957.63)
3492	SALES TAX	92,761.73	251,335.72	1,155,750.00	(904,414.28)
3600	MISCELLANEOUS	52,666.91	53,079.86	5,000.00	48,079.86
	TRANSFER-ELECTRIC UTILITY	<u>0.00</u>	<u>62,500.00</u>	<u>0.00</u>	<u>62,500.00</u>
	Total Electric	2,545,752.04	7,332,980.80	33,029,813.00	(25,696,832.20)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	330,012.07	913,304.80	3,400,000.00	(2,486,695.20)
3185	PENALTIES	23,731.62	68,066.06	80,000.00	(11,933.94)
3195	RECYCLING SALES	4,683.51	13,721.80	50,000.00	(36,278.20)
3435	INTEREST INCOME	<u>101.92</u>	<u>203.84</u>	<u>1,250.00</u>	<u>(1,046.16)</u>
	Total Solid Waste	358,529.12	995,296.50	3,531,250.00	(2,535,953.50)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	19,318.98	53,619.60	207,500.00	(153,880.40)
3435	INTEREST INCOME	<u>0.00</u>	<u>0.00</u>	<u>250.00</u>	<u>(250.00)</u>
	Total Drainage Utility	19,318.98	53,619.60	207,750.00	(154,130.40)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	226,550.07	635,302.70	2,700,000.00	(2,064,697.30)
3103	COLLECTIONS-WATER	262,410.85	770,474.14	4,550,000.00	(3,779,525.86)
3118	CONNECT FEES	1,335.00	3,475.00	18,000.00	(14,525.00)
3120	COUNTY SEWER FEES	4,212.64	23,449.12	112,000.00	(88,550.88)
3130	FIRE LEG FEES	2,000.00	15,545.00	15,500.00	45.00
3185	PENALTIES	0.00	8,587.74	110,000.00	(101,412.26)
3201	REIMBURSE-DEVELOPER	0.00	1,632.75	30,000.00	(28,367.25)
3225	SALE OF MATERIAL	508.95	508.95	15,000.00	(14,491.05)
3228	SEWER MAINTENANCE FEES	326.00	978.00	4,500.00	(3,522.00)
3229	SEWER TANK FEES	15,332.96	36,878.80	135,000.00	(98,121.20)
3257	WATER TANK SALES	1,185.00	1,935.00	55,000.00	(53,065.00)
3260	WATER TAP FEES	6,714.49	9,429.34	65,000.00	(55,570.66)
3494	TAX-WATER CONSUMPTION	2,757.57	8,187.16	65,000.00	(56,812.84)
3515	FUEL TAX REFUND	0.00	0.00	250.00	(250.00)
3600	MISCELLANEOUS	670.00	7,054.27	15,000.00	(7,945.73)
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 Wastewater	<u>524,003.53</u>	<u>1,523,437.97</u>	<u>8,140,250.00</u>	<u>(6,616,812.03)</u>
	Total Income	<u>3,447,603.67</u>	<u>9,905,334.87</u>	<u>44,909,063.00</u>	<u>(35,003,728.13)</u>



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Service and Finance
DATE: April 19, 2016
RE: Monthly Sales Tax Report - March 2016

ISSUE:

Presentation of the March 2016 Sales Tax report from Service and Finance.

BACKGROUND:

Attached is the Service and Finance Sales Tax report for March 2016.

ALTERNATIVE:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Monthly Sales Tax Report - March 2016	4/5/2016	Backup Material

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

MONTH RECEIVED	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
JANUARY	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987	207,262	300,664	307,037
FEBRUARY	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048	244,277	362,832	358,531
MARCH	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757	200,357	290,207	301,101
APRIL	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735	202,588	302,975	
MAY	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	215,823	225,522	329,154	
JUNE	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	205,745	227,284	313,770	
JULY	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	238,623	232,796	313,034	
AUGUST	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	213,331 *	223,986	317,123	
SEPTEMBER	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	232,303	304,118	318,362	
OCTOBER	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	218,503	313,005	301,429	
NOVEMBER	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	184,384	304,259	308,291	
DECEMBER	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	236,524	312,690	312,260	
TOTAL RECEIPTS	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,552,763</u>	<u>2,998,144</u>	<u>3,770,101</u>	<u>966,669</u>
PERCENTAGE CHANGE	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	25.75%	

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

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
JANUARY	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705	480,712	521,960	543,148
FEBRUARY	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	514,511	575,307	638,635	629,836
MARCH	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	468,745	469,435	470,493	502,661
APRIL	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	411,491	468,167	493,539	
MAY	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	481,623	528,216	556,737	
JUNE	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	469,940	526,978	523,569	
JULY	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	554,262	540,941	540,334	
AUGUST	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	504,212	526,281	546,571	
SEPTEMBER	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	529,341	509,837	548,219	
OCTOBER	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	501,467	516,778	517,874	
NOVEMBER	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	422,213	496,772	528,692	
DECEMBER	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	501,046	519,605	539,387	
TOTAL RECEIPTS	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>5,867,556</u>	<u>6,159,029</u>	<u>6,426,010</u>	<u>1,675,645</u>
PERCENTAGE CHANGE	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	4.33%	



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: April 19, 2016
RE: March 2016 Police Department Monthly Report

ISSUE:

Presentation of the March 2016 activity reports from the Garden City Police Department.

BACKGROUND:

Attached is the Garden City Police Department Staff report for March 2016.

ALTERNATIVE:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Master Activity Report March 2016	4/13/2016	Backup Material
Bias Based Policing March 2016	4/13/2016	Backup Material
Chart Comparison 2012-2016	4/14/2016	Backup Material

GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
March 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	3	2	7
Robbery	1	0	2
Aggravated Assault	4	2	10
Burglary	5	5	14
Theft	62	49	180
Auto Theft	1	1	5
Arson	1	1	2
TOTAL	77	60	220
All Other Crimes	102	102	348
GRAND TOTAL	179	162	568

CRIMINAL ENFORCEMENT ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Adult Arrests	96	161	455
Juveniles Detained	18	20	81
TOTAL CUSTODY	114	181	536
Alcohol Related	13	17	49
Drug Related	25	35	96
Curfew Violations	2	1	7

INVESTIGATIONS DIVISION ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Total Cases Assigned	38	38	111
Total Active Cases	176	178	545
Adult Affidavits Filed	7	11	21
Juvenile Affidavits Filed	0	4	5
Follow-Up Contacts	657	734	2115
Special Assignments	56	58	183
Search Warrants	6	6	16
Supplemental Reports	128	145	387
Other Reports	189	231	646
Cases Referred For Prosecution	24	19	65

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	9	8	21
Non-Injury Accidents	57	61	176
TOTAL ACCIDENTS	66	69	197
Private Property Accidents	2	7	9

**GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
March 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	0	0
Hands, Fist, Feet, Etc.	2	0	6
Police Service Dog	0	0	0
TOTAL ASSAULTS	2	0	6

PATROL/CRD DIVISIONS SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Offense Reports	221	193	648
Supplemental Reports	106	96	291
Other Reports	93	79	243
Community Oriented Policing	233	162	605
Speeding Citations	20	50	83
Other Traffic Citations	219	213	641
Parking Citations	3	6	17
Warning Notices	346	312	1073
Penal Summons	38	32	99
Felony Cases Cleared	21	27	79
Misdemeanor Cases Cleared	87	83	285
DUI Cases Cleared	10	10	26
Insecure Premises	8	8	22
Field Interviews	7	6	19
Citizen & Business Assists	160	142	450
Alarms	66	75	202
Adult Affidavits Filed	28	29	89
Juvenile Affidavits Filed	12	8	39

COMMUNICATIONS CENTER ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Non-Traffic Activities	2277	2176	6812
Traffic Activities	556	526	1740
TOTAL ACTIVITIES	2833	2702	8552
911 Calls	1526	1288	4258
Finney County Sheriff's Office Activities	427	427	1245

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

RESPONSE TIME SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST YEAR</i>	<i>5 YEARS AGO</i>
Average Emergency	3.25	4.14	3.31
Average Non-Emergency	11.17	12.47	12.04
Average Traffic Accident	12.07	12.10	11.11

ANIMAL INCIDENT ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Animals Impounded	112	94	314
Animals Disposed	30	21	89
Citations Issued	0	0	1
Animal Bites	3	2	10
Adoptions	23	18	52

TRAINING HOURS RECEIVED

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Administrative	14.25	0.00	126.25
Patrol/CRD Division	532.50	466.00	1304.50
Support Services Division	18.15	16.00	155.15
Investigation Division	27.00	0.00	107.00
Instructor Hours	47.00	43.00	96.50
SUB-TOTAL TRAINING HRS	638.90	525.00	1789.40
Academy Training Hours	184.00	160.00	344.00
TOTAL TRAINING HOURS	822.90	685.00	2133.40

ADMINISTRATIVE INVESTIGATIONS

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Allegations Received	4	1	5
Unfounded	0	0	0
Unsubstantiated	0	0	0
Sustained	0	0	0
Exonerated	1	0	2
Violation Not Based On Complaint	0	0	0
Investigation In Progress	4	2	7
Administrative Closure	0	0	1
Commendations	4	5	15

Bias-Based Policing Statistics

March 2016

	February #	February %	March #	March %
SUBJECTS CONTACTED:	231	N/A	306	N/A
AGE:				
15 yoa - 19 yoa	40	17%	59	19%
20 yoa - 29 yoa	87	38%	102	33%
30 yoa - 49 yoa	63	27%	90	29%
50+	41	18%	55	18%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	231	100%	306	100%
RACE:				
White	213	92%	271	89%
Black	14	6%	18	6%
Native American	0	0%	0	0%
Asian	4	2%	14	5%
Other	0	0%	0	0%
More Than One Race	0	0%	0	0%
Not Provided	0	0%	3	1%
<i>TOTAL</i>	231	100%	306	100%
GENDER:				
Male	134	58%	191	62%
Female	97	42%	113	37%
Unknown	0	0%	0	0%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	231	100%	306	100%
ETHNICITY:				
Hispanic/Latino	131	57%	169	55%
Non-Hispanic	94	41%	131	43%
Not Provided	6	3%	6	2%
<i>TOTAL</i>	231	100%	306	100%
RESPONSE AREA:				
1	44	19%	57	19%
2	48	21%	71	23%
3	53	23%	58	19%
4	55	24%	69	23%
5	31	13%	47	15%
Not Provided	0	0%	4	1%
<i>TOTAL</i>	231	100%	306	100%
PRIMARY REASON FOR OFFICER INVESTIGATION:				
Call Related	26	11%	30	10%
Officer Initiated	204	88%	274	90%
Not Provided	1	0%	2	1%
<i>TOTAL</i>	231	100%	306	100%
INFORMATION OBTAINED BY:				
Officer's Perception	181	78%	271	89%
Investigation	50	22%	33	11%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	231	100%	306	100%

Bias-Based Policing Statistics

March 2016

	February #	February %	March #	March %
RELIGIOUS DRESS:				
Yes	1	0%	0	0%
No	230	100%	304	99%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	<i>231</i>	<i>100%</i>	<i>306</i>	<i>100%</i>
PRIMARY REASON FOR STOP:				
Moving Violation	141	61%	177	58%
Equipment Violation	71	31%	106	35%
Criminal Offense/Probable Cause	10	4%	5	2%
Other Violation	4	2%	11	4%
To Render Service	0	0%	2	1%
Suspicious Circumstances	4	2%	1	0%
Pre-existing Knowledge	1	0%	2	1%
Special Detail	0	0%	0	0%
Multiple Reasons	0	0%	0	0%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	<i>231</i>	<i>100%</i>	<i>306</i>	<i>100%</i>
ACTION TAKEN:				
Citation	103	45%	113	37%
Search	0	0%	1	0%
Warning	101	44%	158	52%
Arrest	25	11%	32	10%
Warrant Arrest	0	0%	0	0%
Assistance Provided	0	0%	0	0%
No Action	2	1%	0	0%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	<i>231</i>	<i>100%</i>	<i>306</i>	<i>100%</i>
SEARCH RATIONALE:				
Not Applicable	224	97%	288	94%
Vehicle Indicators	0	0%	3	1%
Verbal Indicators	1	0%	2	1%
Physical/Visual Indicators	5	2%	3	1%
Document Indicators	0	0%	1	0%
Incident to Arrest	1	0%	6	2%
Other	0	0%	1	0%
More Than One Reason	0	0%	0	0%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	<i>231</i>	<i>100%</i>	<i>306</i>	<i>100%</i>
TYPE OF SEARCH:				
No Search Conducted	212	92%	285	93%
Consent Search Conducted	1	0%	3	1%
Inventory	1	0%	0	0%
Stop and Frisk	0	0%	0	0%
Search Warrant	0	0%	0	0%
No Search/Consent Denied	0	0%	0	0%
Search Incident to Arrest	9	4%	8	3%
Plain View	4	2%	3	1%
Probable Cause	4	2%	5	2%
More Than One Type	0	0%	0	0%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	<i>231</i>	<i>100%</i>	<i>306</i>	<i>100%</i>

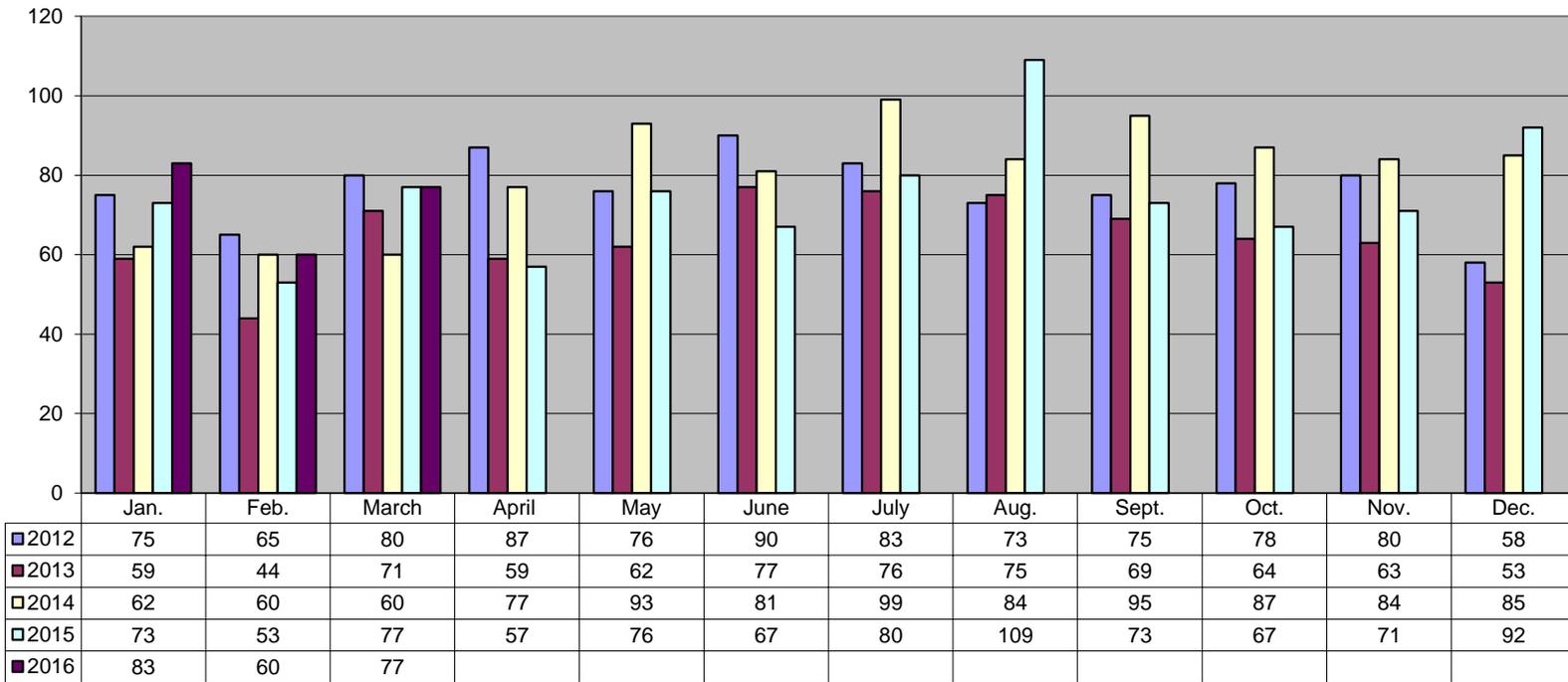
Bias-Based Policing Statistics

March 2016

		February #	February %	March #	March %
CONTRABAND SEIZED:					
	None	224	97%	295	96%
	Currency	1	0%	0	0%
	Firearms	0	0%	0	0%
	Other Weapons	1	0%	0	0%
	Drugs/Paraphernalia	2	1%	5	2%
	Alcohol/Tobacco Products	3	1%	4	1%
	Stolen Property	0	0%	0	0%
	Other	0	0%	0	0%
	More Than One Type	0	0%	0	0%
	Not Provided	0	0%	2	1%
	<i>TOTAL</i>	231	100%	306	100%

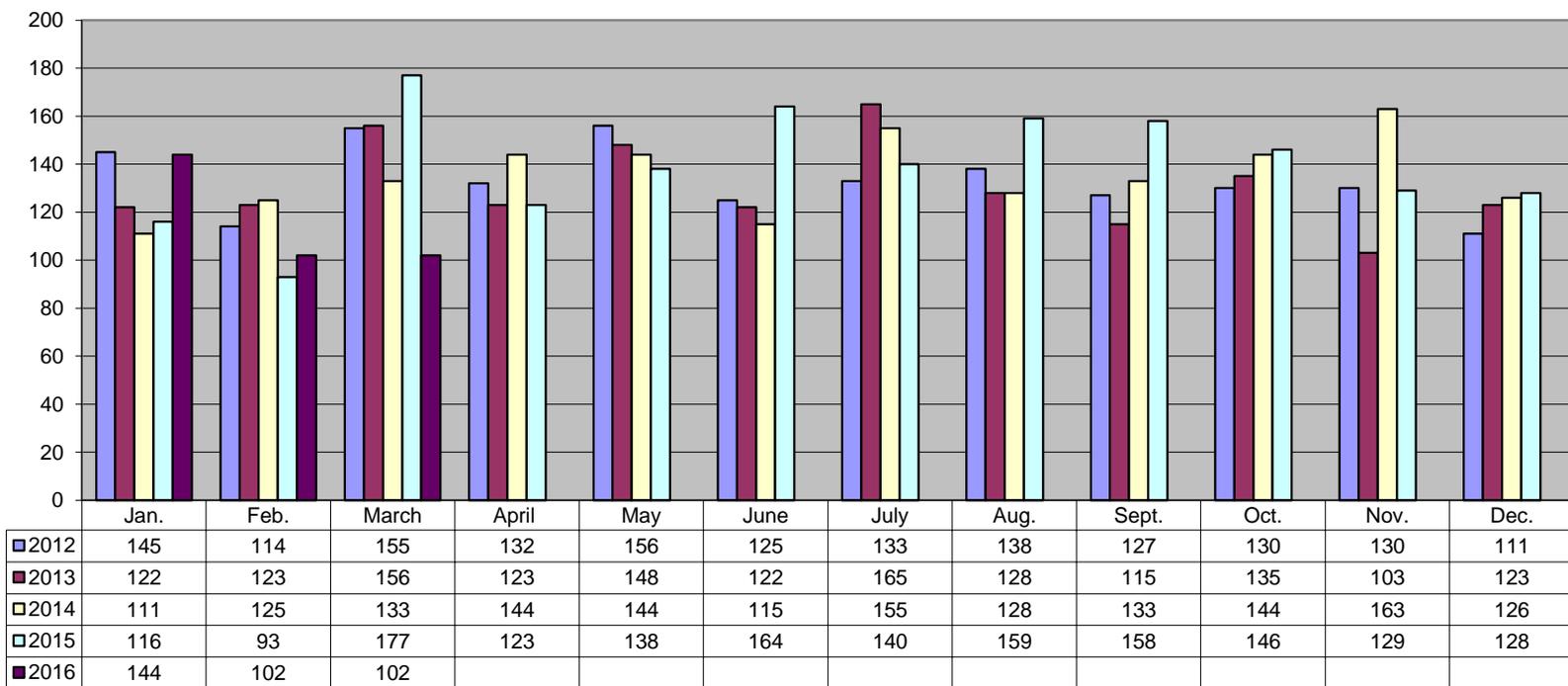
Hispanic	Arrests	17	13%	22	13%
	Citations	69	53%	74	44%
	Warnings	44	34%	73	43%
Non-Hispanic	Arrests	6	6%	9	7%
	Citations	31	33%	38	29%
	Warnings	56	60%	83	63%

Part I Crimes



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

All Other Crimes



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



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: April 19, 2016
RE: Lee Richardson Zoo monthly report - March 2016

ISSUE:

Presentation of the March 2016 staff report from Lee Richardson Zoo.

BACKGROUND:

Attached is the March 2016 staff report from Lee Richardson Zoo

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
Zoo Monthly Report	4/11/2016	Backup Material



CITY OF GARDEN CITY ZOO DEPARTMENT MARCH 2016 MONTHLY REPORT

ANIMAL DIVISION

ACCESSIONS:

Births/Hatchings

1.0 Bactrian camel

Transactions (Purchases, donations, etc.)

None

DEACCESSIONS

Deaths

0.0.1 Madagascar hissing cockroach Undetermined

Transactions (Sales, donations, etc.)

0.1 Swift fox Transfer to Great Plains Zoo - donation

An animal escape drill, shooting range and dart team practice took place. Animal Division is back to full staff. Confined space by Cat Canyon was evaluated by safety officer and applicable protocol was developed. Efforts to bring black rhinos back to LRZ are moving forward (exhibit modifications and transportation plans).

ADMINISTRATION DIVISION

A new backup generator and automatic transfer switch for the rhino barn, Aviary, giraffe barn and tortoise building is in place and operational, with assistance from the Electric Dept. Zoo Director, Facilities Manager, and Parks Department horticulturist reviewed zoo plantings. Senior staff is reviewing & developing divisional orientation materials, compiling information for the 2015 annual report, and working with FOLRZ and Zoo Advisors on updating the strategic plan. Zoo's accreditation inspection dates have been set. Colorado Lighting completed updating lights in the zoo with more energy efficient fixtures and bulbs. Senior staff presented the revised 2016 and requested 2017 budgets to City Manager and Director of Finance. The Zoo received the Safety award for most improved Department in the City for 2015. Director attended two Monkey Business development sessions, a City Safety Council meeting, and a Local Emergency Planning Committee meeting. Director led a behind the scenes zoo tour for Zoo Advisory Board members, and familiarized FOLRZ board with zoo standards and inspections. Two All-staff meetings on teambuilding and leadership took place. Zoo Record Retention policies were compiled and submitted to City Hall. Staff completed 7 radio spots and weekly "Zoo to You" Telegram columns.

EDUCATION DIVISION

The education division gave 115 formal programs to 2410 people, and people in 8 classes learned from 2 discovery box check-outs. Distance Learning educational offerings earned \$1,200 this month. Volunteer Training continues on Wednesday evenings and Saturday afternoons. Trainees and veteran volunteers received a behind the scenes tour to learn more about the zoo. Final testing for achieving Enrichment Specialist level occurred. All 11 volunteers passed; ten of them are continuing training to achieve docent level. Spring Break camp was offered for a 2nd year and continues to be popular. "Who's Who at the Zoo" posters for online and on grounds are being developed monthly. These posters introduce a staff member and an animal in the zoo collection. Education Specialist Emily Sexson began painting the exhibit space in MOA that will house the new basilisk lizard. Part-time Education Aide was hired.

MAINTENANCE DIVISION

The division continued work on the perimeter fence (trimming limbs, etc...). We're preparing to install two umbrella shades in the giraffe area. The donation plaque for the duck pond viewing deck was installed. The waterfall, water fountains and irrigation systems were turned on for the season and any issues remedied. The shop was made inspection ready. Mowers and weed eaters were prepped for the mowing season which began this month. Repairs were made to the divider between the bison and pronghorn yards prior to any issues occurring. Other division efforts addressed the various issues that come up day to day during the operations of the zoo.

Consideration of Appropriation Ordinance

Ordinances & Resolutions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: April 19, 2016
RE: Feral Cat Trap-Neuter-Return Program

ISSUE:

The Governing Body is asked to consider a Feral Cat Trap-Neuter-Release Program.

Ord. No. _____-2016, an ordinance establishing a feral cat trap-neuter-return program in the City of Garden City, Kansas.

BACKGROUND:

As a result of a proposal from the Finney County Humane Society (Humane Society), an ordinance has been drafted to provide for the creation of a Feral Cat Trap-Neuter-Return Program (TNR Program) in the City of Garden City, Kansas (City). The TNR Program would be totally run by the Humane Society. The Humane Society would be responsible for all costs and expenses associated with the TNR Program.

As the ordinance is currently drafted, it only addresses feral cats, and not other cats which might be taken in possession by the Garden City Police Department (GCPD) Animal Control Officer.

The proposed TNR Program would allow the Humane Society to trap feral cats. The cats would be neutered, vaccinated, and ear-tipped. The feral cats would then be released back onto a Caregiver's property. No Caregiver would be allowed to maintain more than three (3) cats on the Caregiver's property, consistent with Code Section 10-76. Further, a Caregiver would not be allowed to maintain his or her property in a manner that was a nuisance or created an unsanitary condition.

ALTERNATIVE:

The alternatives available to the Governing Body are as follows:

1. Approve the ordinance as drafted.
2. Direct staff to consider other alternatives for the TNR Program.
3. Choose not to establish a TNR Program at the present time.

RECOMMENDATION:

Staff has no recommendation for the Governing Body.

FISCAL NOTE:

There does not appear to be a fiscal impact on the City to create the TNR Program.

ATTACHMENTS:

Description	Upload Date	Type
Feral Cat TNR Ordinance Draft	4/13/2016	Backup Material

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

ORDINANCE NO. ____-2016

AN ORDINANCE ESTABLISHING A FERAL CAT TRAP-NEUTER-RETURN PROGRAM IN THE CITY OF GARDEN CITY, KANSAS.

WHEREAS, the Governing Body of the City of Garden City, Kansas (City), has agreed to permit the Finney County Humane Society to conduct a feral cat trap-neuter-return program in the City, in the manner described in this ordinance, as a more effective and humane manner in which to control the population of feral cats in the City.

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

SECTION 1. The Finney County Humane Society (Humane Society), is hereby authorized to conduct a feral cat trap-neuter-return program (TNR Program) in the City in the following manner:

(a) Definitions. For the purposes of this ordinance, the following terms are hereby defined as follows:

- (1) “*Caregiver*” means a person who is registered with the Humane Society to provide assistance with the TNR Program through the provision of food and shelter for feral cats while at large in the City, and through providing accommodations and assistance in the trapping and return of feral cats.
- (2) “*Garden City Police Department (GCPD) law enforcement officer*” shall include any member of the GCPD designated as an animal control officer.
- (3) “*Ear-tip*” means a mark identifying a feral cat as having been trapped, sterilized, vaccinated and returned through the TNR Program, specifically by the removal of approximately three-eighths of an inch off the tip of the cat’s left ear in a straight line.
- (4) “*Feral Cat*” means a cat that has no apparent owner and is at large, free-roaming in the City.

(b) The TNR Program shall be carried out in the following manner:

- (1) The Humane Society shall recruit Caregivers in selected portions of the City who are willing to provide assistance on the Caregiver’s property to provide food and care for feral cats, to assist the Humane Society in humanely trapping cats on the Caregiver’s property for the purposes of the TNR Program, and to permit the Humane Society to release feral cats back onto the Caregiver’s property. No Caregiver may possess, keep, or harbor more feral cats on the Caregiver’s property than is allowed by City Code of Ordinances (City Code), section 10-76.
- (2) The Caregivers must agree in writing, as a condition of participation in the TNR Program, to abide by all of the requirements and regulations of the TNR Program as approved by this ordinance, and to follow the direction of the Humane Society as to best practices so as to minimize as much as reasonably possible the creation or maintenance of any nuisance or unsanitary conditions, and to minimize impacts upon nearby property

owners and residents. Under no circumstances may a Caregiver maintain its property in a manner that creates a nuisance, unsanitary conditions, or interferes with the use and enjoyment of adjacent properties. The Humane Society shall have the complete right and discretion in the selection of Caregivers into the TNR Program and in the discharge or discontinuance of any Caregiver from the TNR Program; provided, however, that the Humane Society shall not utilize any Caregiver who is or has become disqualified from participation by virtue of the provisions of subsections 8(iii) and (iv) below.

- (3) Before being released, captured feral cats shall be medically evaluated and treated, sterilized, vaccinated and ear-tipped. Previously captured and released feral cats which have been re-captured may be immediately released unless they are in need of medical care or need to be re-vaccinated. The Humane Society shall have complete discretion to make the following decisions as an alternative to the release of a captured feral cat:
 - (i) To euthanize or otherwise humanely dispose of a feral cat deemed too ill or injured, or deemed to be too dangerous to be released; or
 - (ii) To retain for adoption a feral cat deemed appropriately domesticated or capable of domestication.
- (4) If a GCPD law enforcement officer in the exercise of his or her lawful authority determines that a cat in the possession of a Caregiver or the Humane Society should be impounded as provided under the City Code, then the further handling of such cat shall be subject to the lawful orders and directions issued pursuant to City Code.
- (5) Should it be determined by the Humane Society that a captured cat is a domesticated cat owned by an identifiable person, the Humane Society may return the cat to its owner; provided, however, the Humane Society shall report the same, including the name and address of the owner(s), to the GCPD's animal control officer.
- (6) The Humane Society shall create and maintain a registry of all feral cats which have been captured and then released, which registry shall include a photograph of the feral cat and other identifying information, the date and place of capture, the date of sterilization and vaccination, the date and place of release, and such other information as the Humane Society deems appropriate and useful for the program. Such registry shall be available at all reasonable times for inspection by the GCPD.
- (7) The Humane Society shall maintain a registry of the name, current address and other contact information of each Caregiver participating in the TNR Program, which registry shall be available at all reasonable times for inspection by the GCPD. The Humane Society shall give prompt notification to the GCPD of each person who is added to the Caregiver registry, and shall likewise give prompt notification of the removal of any person from such registry.
- (8) The Humane Society shall promptly remove from the Caregiver registry and discontinue participation by any person who:
 - (i) Voluntarily withdraws from the TNR Program;
 - (ii) Is removed by the Humane Society from the TNR Program for such reasons as the Humane Society deems appropriate;

- (iii) Is removed by the Humane Society from the TNR Program at the request and direction of the GCPD for failure to abide by requirements and regulations of the TNR Program as approved by this ordinance; or
 - (iv) Is disqualified from participation in the TNR Program due to the conviction of such person in the City Municipal Court for a violation of Chapter 10 of the City Code.
 - (v) The Humane Society
- (9) The Humane Society shall be responsible for all costs and expenses associated with the TNR Program.
- (10) The Humane Society shall prepare such reports to the City Governing Body as may be requested from time to time to enable the Governing Body to evaluate the effectiveness of the TNR Program.

SECTION 2. Nothing in this ordinance shall limit or restrict the authority, duties or discretion of the GCPD as conferred upon them by City Code, or otherwise by law.

SECTION 3. If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

SECTION 4. This ordinance shall take effect and be in force from and after its publication in *The Garden City Telegram*, the official newspaper of the City.

PASSED AND ADOPTED by the Governing Body of the City of Garden City, Kansas, this ____ day of _____, 2016

Mayor

ATTEST:

Celyn N. Hurtado
City Clerk

APPROVED AS TO FORM:

Randall D. Grisell
City Attorney



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Director Neighborhood & Development Services
DATE: April 19, 2016
RE: Consideration to adopt an ordinance establishing the Chappel Heights Second Addition RHID

ISSUE:

1:30 p.m. - The public hearing and adoption of the Development Plan and establishment of the Rural Housing Incentive District (RHID) for Chappel Heights Second Addition is brought before the Commission.

Ord. No. _____ - 2016, an ordinance of the City of Garden City, Kansas, establishing a Rural Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such district, and making certain findings in conjunction therewith (Chappel Heights Second Addition).

BACKGROUND:

As required by the RHID Statute, the final phase of Chappel Heights Second Addition comes before the commission to adopt the attached Development Plan and to establish the RHID for Chappel Heights Second Addition.

The second phase of the Chappel Heights subdivision will be located to the east of the first phase of this subdivision. This phase will consist of thirty seven (37) single family home lots. The homes will be priced in the upper two hundred thousand dollar range, and there will be garages along with cable and washer and dryer hookups.

According to our latest Community Housing Assessment Team Study (CHAT) update, to keep up with our housing needs, we need to build 94 housing units in each of the following years: 2016, 2017, and 2018. With the current numbers we have right now, we expect to have at least 79 housing units completed this year. This leaves us short 15 houses for 2016. The feasibility analysis for Chappel Heights Second Addition estimates that only two houses will be completed in 2016. For 2017, Chappel Heights Second Addition estimates an additional seven houses to be built. Based on the current RHID feasibility analyses from all of our other existing RHIDs, we are predicting 51 houses to be built in 2017. Therefore, according to our CHAT study, Garden City does show a need for all of the houses to be built within this new phase of this subdivision.

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

taxing entities passes such a resolution, then the City will need to take action to repeal the Ordinance as required by statute.

ALTERNATIVE:

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

RECOMMENDATION:

Staff recommends approval of the ordinance.

FISCAL NOTE:

The developer will be using private financing to fund the eligible costs of the RHID. The City will reimburse property tax increments to the developer over the life of the project, which is up to fifteen (15) years. The amount of the property tax distributions cannot exceed \$2,040,138.63 over the life of the RHID.

ATTACHMENTS:

Description	Upload Date	Type
Development Plan	4/13/2016	Backup Material
Ordinance Chappel Heights Second Addition RHID	4/13/2016	Backup Material

**DEVELOPMENT PLAN
FOR THE CHAPPEL HEIGHTS SECOND ADDITION 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.

1. The legal description of the Chappel Heights Second Addition 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.
 END OF DESCRIPTION.

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

2. The assessed valuation of all real estate within the District for 2015 is \$2,269.30.
3. The name and address of the owner of record for the real estate within the District is:

Chappel Heights, LLC
 3170 North Farmland road
 Garden City, KS 67846

4. 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.

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

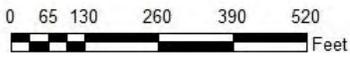
Owner of Real Property	CHAPPEL HEIGHTS, LLC 3170 N. FARMLAND RD GARDEN CITY, KS 67846
Individuals with Specific Interest:	CHRIS A. WOODS, TRUSTEE

	<p>GLEN WOODS TRUST 920 CENTER STREET GARDEN CITY, KS 67846 FOR GLEN A. AND MARY ELLEN WOODS 22915 DAM SITE ROAD GARFIELD, AR 72732</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>

6. 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**.
7. 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 SECOND ADDITION
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 SECOND ADDITION**

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 Second Addition” (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 Second Addition 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 SECOND ADDITION Project
Exhibit C	CHAPPEL HEIGHTS SECOND ADDITION Site Development Plan
Exhibit D	Infrastructure Improvements
Exhibit E	Eligible costs for the CHAPPEL HEIGHTS SECOND ADDITION 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 SECOND ADDITION PROJECT

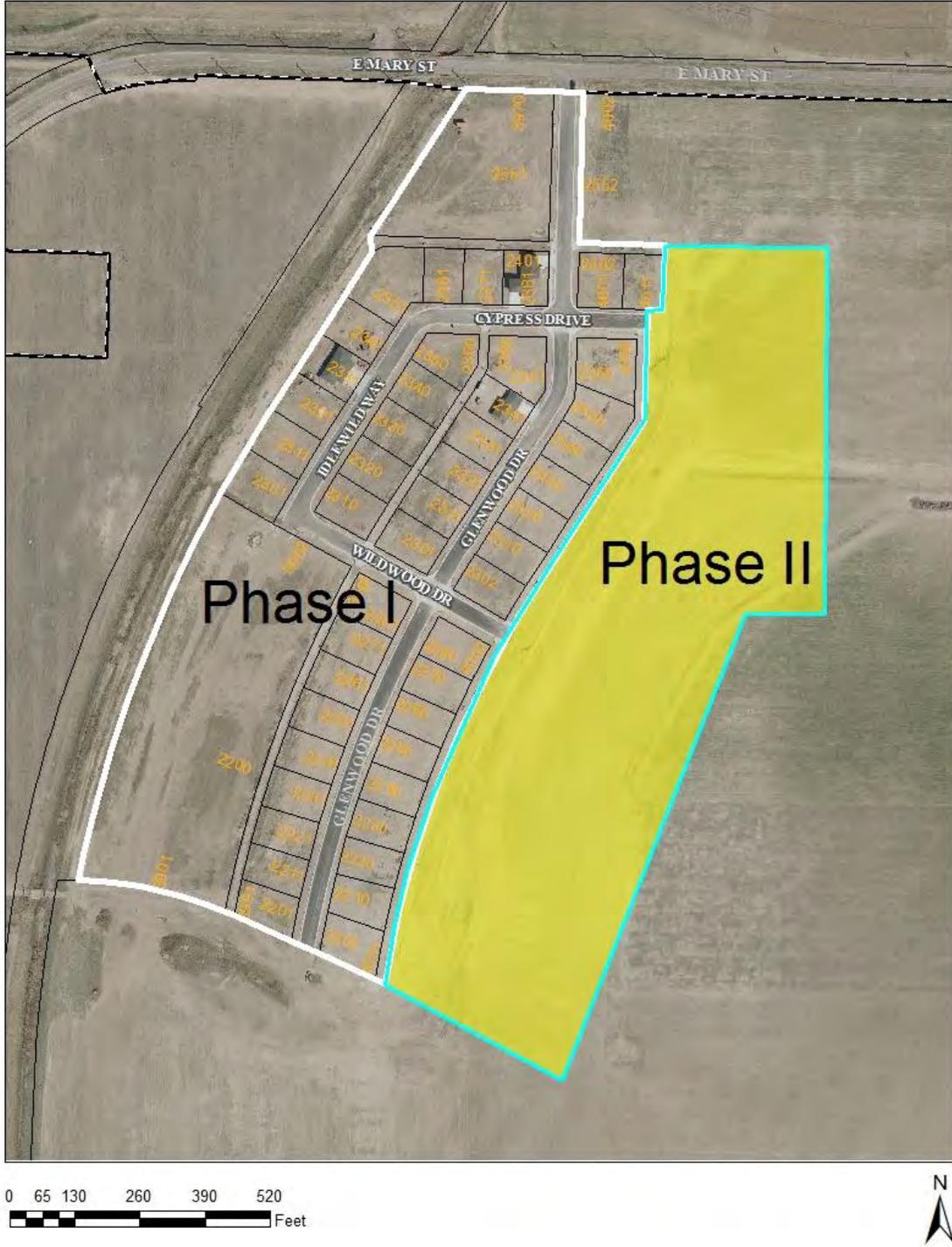


EXHIBIT D
INFRASTRUCTURE IMPROVEMENTS

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 Second Addition**. 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.

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 SECOND ADDITION PROJECT**

The Chappel Heights Second Addition 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 SECOND ADDITION DEVELOPMENT AGREEMENT

To: City Manager; City Engineer
Garden City, Kansas

RE: Chappel Heights Second Addition Development Agreement

Terms used in this Certificate and not otherwise defined here shall have the meanings given them in the Chappel Heights Second Addition 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:

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (CHAPPEL HEIGHTS SECOND ADDITION)

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

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

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

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

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

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

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

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

WHEREAS, the Secretary, pursuant to a letter dated April 16, 2013, authorized the City to proceed with the establishment of Rural Housing Incentive Districts pursuant to the Act; and

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

WHEREAS, the Plan includes:

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

4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses, and specific interest in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for April 19, 2016, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2516-2013 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for April 19, 2016, and provided for notice of such public hearing as provided in the Act: and

WHEREAS, a public hearing was held on April 19, 2016, after due published and delivered notice in accordance with the provisions of the Act; and

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

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

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted April 19, 2016, was made in accordance with the provisions of the Act.

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

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.

The boundaries of the District do not contain any property not referenced in Resolution No. 2516-2013, which provided notice of public hearing on the creation of the District and adoption of the Plan.

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

Section 4. Adverse Effect on Other Government Units. If, within thirty (30) days following the conclusion of the public hearing on April 19, 2016, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

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

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

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

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

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

PASSED by the Governing Body of the City of Garden City, Kansas and signed by the Mayor on April 19, 2016.

JANET A. DOLL, Mayor

ATTEST:

CELYN N. HURTADO,
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: April 19, 2016
RE: Cereal Malt Beverage rate increase- Ordinance

ISSUE:

The Governing Body is asked to consider and approve an ordinance increasing the Cereal Malt Beverage license fees in Garden City, Kansas.

Ord. No. _____ - 2016, an ordinance establishing a fee for a cereal malt beverage retailer's license in the City of Garden City, Kansas; amending current Code Section 42-46; repealing current Code Section 42-46; all to the Code of Ordinances of the City of Garden City, Kansas.

BACKGROUND:

At the April 5, 2016, the Governing Body approved and directed staff to draft an ordinance to increase the Cereal Malt Beverage license fees to \$125.00 for on-premise licenses.

ALTERNATIVE:

1. Approve the ordinance to increase the Cereal Malt Beverage fees for on-premise licenses.
2. Deny the ordinance.

RECOMMENDATION:

Staff recommends approving the ordinance to increase the Cereal Malt Beverage fees for on-premise licenses.

FISCAL NOTE:

If alternative #1 is selected, the additional revenue based on license figures in 2016, there would be an increase of \$700.00 to fund 001-00-000-3035.

ATTACHMENTS:

Description	Upload Date	Type
2016 CMB rate increase ord.	4/13/2016	Backup Material

ORDINANCE NO. _____-2016

AN ORDINANCE ESTABLISHING A FEE FOR A CEREAL MALT BEVERAGE RETAILER'S LICENSE IN THE CITY OF GARDEN CITY, KANSAS; AMENDING CURRENT CODE SECTION 42-46; REPEALING CURRENT CODE SECTION 42-46; 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 42-46 of the Code of Ordinances of the City of Garden City, is hereby amended, to read as follows:

Sec. 42-46. Cereal malt beverage license.

The fees required by section 6-87 for a cereal malt beverage retailer's license shall be as follows:

- (1) General retailer - \$125.00 per calendar year.
- (2) Limited retailer - \$125.00 per calendar year.
- (3) Retailer for off-premises consumption - \$75.00 per calendar year.

The above fees include the fee required to be paid by K.S.A. 41-2702(e).

SECTION 2. Code of Ordinances Section 42-46, as previously existing, is 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 19th day of April, 2016.

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: April 19, 2016
RE: Sunflower Foundation Trail grant application - 2016

ISSUE:

The Governing Body is asked to consider and approve 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. Both advisory boards recommend a trail connector at the east end of Talley Trail around the softball fields at Tangeman Complex. Dr. Swender, Garden City Community College President, is supportive of the proposal.

ALTERNATIVE:

1. Authorize an application for the Tangeman Complex trail connector.
2. Decide not to submit an application.

RECOMMENDATION:

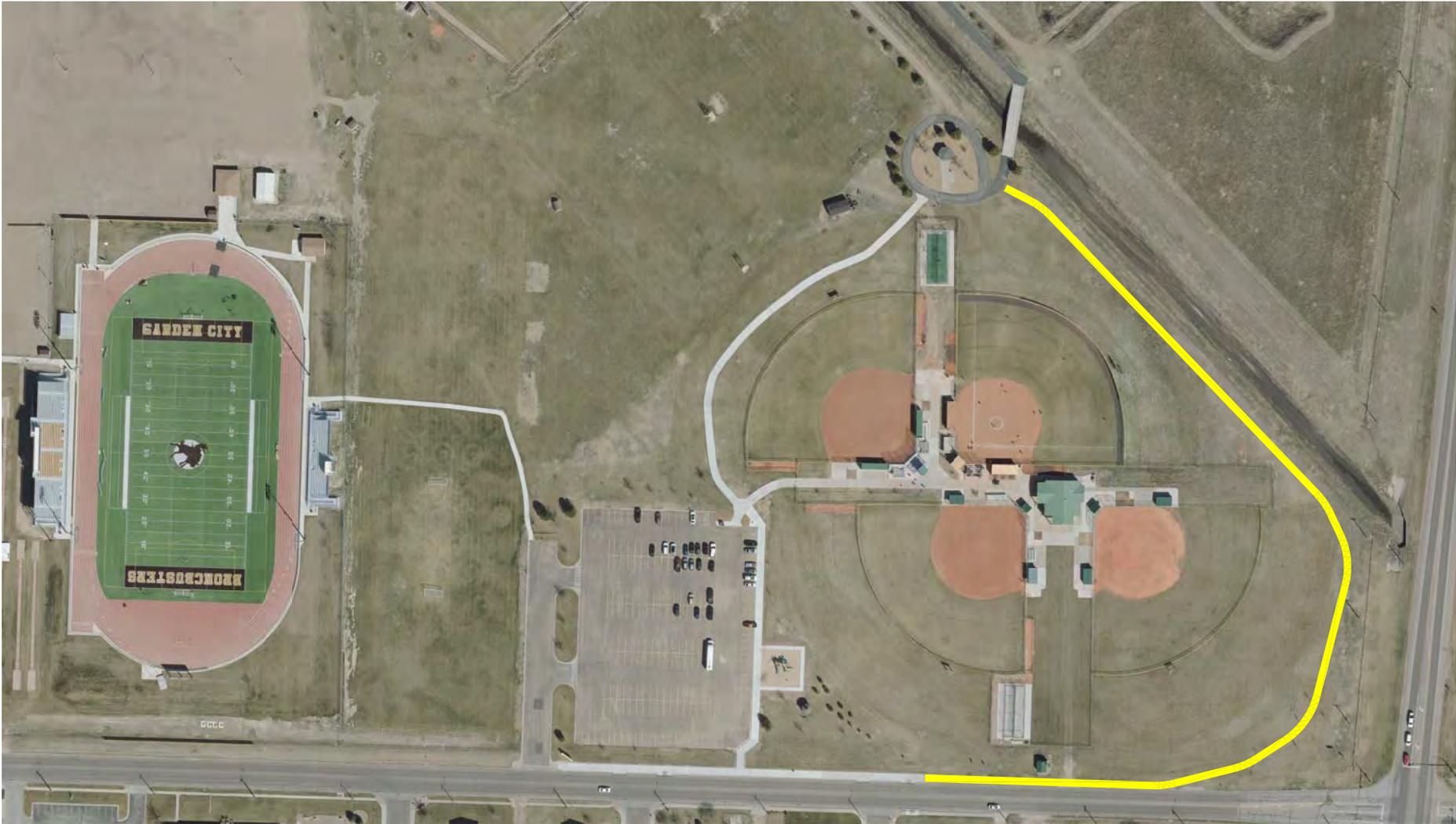
Staff recommends submitting an application for the Tangeman Complex trail connector.

FISCAL NOTE:

If we are awarded a grant, we would find the required local match within the 2016 or 2017 budget. We would also request financial participation from GCCC.

ATTACHMENTS:

Description	Upload Date	Type
Sunflower Trail map and estimate	4/12/2016	Backup Material



**City of
Garden City**
Public Works Department
City Manager's Office

ENGINEER'S ESTIMATE

TANGEMAN COMPLEX WALKING PATH

NO	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	Type C Compaction	SY	1,275	\$ 4.00	\$ 5,100.00
2	8' wide 3" Asphalt path	SY	1,275	\$ 19.00	\$ 24,225.00
3	Erosion Control	LS	1	\$ 750.00	\$ 750.00
4	Construction Staking	LS	1	\$ 1,000.00	\$ 1,000.00
TOTAL					\$ 31,075.00



Steven F. Cottrell, PE
Assistant to the City Manager
March 21, 2016



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: April 19, 2016
RE: Windsor Hotel - KDOT Supplemental Agreement No 2

ISSUE:

The Governing Body is asked to consider and approve KDOT Supplemental Agreement No. 2, to agreement No. 209-12, for the Windsor Hotel Transportation Enhancement Project.

BACKGROUND:

The original State/City agreement for the Windsor Hotel project was executed in October of 2012. Supplemental Agreement No. 1 was executed in July of 2014.

This supplemental agreement amends the language to reflect that the purpose of the project is to provide exterior and structural stabilization of the Historic Windsor Hotel, rather than to provide retail, office and a tourist and welcome center for use by the public. This is due to additional structural work that was required after the project got underway, that makes portions of the ground floor more difficult to easily put to active use. The amending language acknowledges that the main intent of the project was to stabilize the structure.

The contractor is nearing completion of the interior structural stabilization, and the remaining major items of work are replacing the roof and skylight repairs, and should be completed by mid-June.

ALTERNATIVE:

- 1 Approve the supplemental agreement.
- 2 Defer action until a later date.

RECOMMENDATION:

Staff recommends Governing Body approval of Supplemental Agreement No. 2 to Agreement No. 209-12.

FISCAL NOTE:

The local match of \$20,000 for this project is paid by the Finney County Preservation Alliance.

ATTACHMENTS:

Description	Upload Date	Type
Supplemental Agreement No. 2	4/12/2016	Backup Material
Agreement # 209-12	4/12/2016	Backup Material

PROJECT NO. 28 TE-0359-01
TEA-T035(901)
TRANSPORTATION ENHANCEMENT PROJECT
HISTORIC PRESERVATION OF WINDSOR HOTEL
CITY OF GARDEN CITY, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 2

This Agreement, made and entered into effective the date signed by the Secretary or designee, is by and between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Garden City, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The Parties entered into an Agreement dated October 5, 2012 for the historic preservation of the Windsor Hotel in Garden City, Kansas (the “Original Agreement”).
- B. The Parties entered into a supplemental agreement dated June 19, 2014 (“Supplemental No. 1”) to reflect an increase in federal funding available for the Project and the City’s obligations concerning the useful life of the Project.
- C. The Parties now mutually desire to supplement the Original Agreement to reflect a change in the purpose of the Project.

NOW, THEREFORE, the Parties agree as follows:

1. On page 9 of the Original Agreement, Article III, paragraph 7, be replaced in its entirety to read as follows:

7. The Parties agree the estimated useful life of the completed Project is 20 years and that the federal funding provided under this Agreement shall be amortized over the estimated useful life of the Project in equal amounts annually. The Parties further agree that the purpose of the project is to provide exterior and structural stabilization of the Historic Winsor Hotel, unless another purpose is approved by the Secretary as set forth in Article II, Section 27. For a period of 10 years following the date of final acceptance of the Project, if the Project is not used for the purpose set forth in this Agreement, the City shall refund to the Secretary 100% of the federal funds reimbursed to the City for the Project. For the period beginning 10 years after the final acceptance of the Project until 20 years after the final acceptance of the Project, if the Project is not being used for the purpose for which the federal funds have been approved and provided under this Agreement, the City shall repay the Secretary the unamortized amount of federal funding provided under this Agreement. The amount to be repaid shall be calculated by taking the total amount of federal funding reimbursed to the City pursuant to this Agreement and any future supplements to this Agreement, including all FHWA funds paid to the Secretary for work performed on the Project; dividing the amount by the total length of the estimated useful life of the 20 years; and then multiplying the result by the

number of years of estimated useful life remaining on the Project at the time the Project's exterior and structural stabilization is no longer being pursued.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF GARDEN CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

PROJECT NO. 28 TE-0359-01
TEA- T035(901)
TRANSPORTATION ENHANCEMENT PROJECT
HISTORIC PRESERVATION OF WINDSOR HOTEL
CITY OF GARDEN CITY, KANSAS
FINNEY COUNTY, KANSAS

A G R E E M E N T

PARTIES: **MICHAEL S. KING, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the “Secretary,”

The City of Garden City, Kansas, hereinafter referred to as the “City,”

Collectively referred to as the “Parties.”

PURPOSE: The Secretary is authorized by the current Federal-Aid Transportation Act to set aside certain portion of Federal funding allocated under the current Federal-Aid Transportation Act for Transportation Enhancement (TE) projects. The Secretary is empowered to pass through Federal Surface Transportation Program (STP) funds for TE projects to eligible state agencies or local governments. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for Federal STP funding under the Transportation Enhancement Provision of current the Federal-Aid Transportation Act. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments are, under certain circumstances, entitled to receive assistance in the financing of TE projects, provided however, that in order to be eligible for such federal-aid, such work is required by Federal law to be done in accordance with the laws of the state.

PROJECT: The Secretary and the City desire to enter into this Agreement and take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for the construction of a TE project, hereinafter referred to as the “Project,” for the historic preservation of the Windsor Hotel, in Garden City Kansas, described as follows:

The historical preservation of the Windsor Hotel, which is located at 409 N. Main Street. The Project includes roof repairs, and masonry and structural repairs at the hotel.

EFFECTIVE

DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the ____ day of _____, 2012.

ARTICLE I

THE SECRETARY AGREES:

1. To provide technical information upon request to help the City acquire rights of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the

Office of Chief Counsel of KDOT and as required by FHWA directives such that the City may obtain participation of Federal funds in the cost of the Project.

2. To reimburse the City for eighty percent (80%) of the total actual participating costs of construction, which includes the costs of all construction contingency items, and construction administration, except in the instance where the Project has non-participation construction costs. In such a case the reimbursement rate for construction administration costs will be reduced commensurate with the non-participating costs. The Secretary shall not be responsible for the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

3. To make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer and/or licensed architect employed by the City that the Project is being constructed within substantial compliance of the plans and specifications. Billing shall be supported by a progress schedule acceptable to the Secretary, which should include the beginning/ending of the billing period, the percentage of work completed, and the actual costs incurred during the billing period. Accumulated partial payments shall not exceed the total fees earned less the \$500 retainage for each work phase, prior to approval and acceptance of completed work on the all phases by the Secretary.

ARTICLE II

THE CITY AGREES:

1. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. The City shall design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current American Association of Highway and Transportation Officials (AASHTO) design standards, the American Institute of Architects (AIA) standards, the Secretary of the Interior's Standards for the Treatment of Historic Properties, the American Society of Landscape Architects guidelines and KDOT's Design Engineering Requirements, the current version of the City's standard specifications and the rules and regulations of FHWA pertaining thereto. The final design plans for the Project are incorporated by reference and hereby made a part of this Agreement. The City further agrees to follow the Kansas Transportation Enhancement Program Project Administration Guide for the administration of the Project.

2. To make or contract to have made design plans, specifications, estimates, and any necessary surveys, studies or investigations, including, but not limited to, environmental, hydraulic or geological investigations or studies for the Project which shall be submitted to the Secretary by a licensed professional engineer and/or a licensed professional architect attesting to the conformity of the design with the items in paragraph 1 above. The final design plans must be signed and sealed by a licensed professional engineer and/or licensed professional architect responsible for preparation of the design plans.

3. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or his or

her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.

4. Any design exception to the current version of the AASHTO Design Standards shall be in accordance with 23 C.F.R. § 625. For any design exception, the City agrees to the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, to defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the design exceptions for this Agreement by the City, the City's employees, or subcontractors.

5. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

6. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, or subcontractors. The City shall not be required to defend, indemnify and hold the Secretary harmless for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

7. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

8. A duly appointed representative, or Chairperson of the City Commission is authorized to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project undertaken under this Agreement.

9. The Secretary shall not participate in the cost of acquisition or lease of any real property or easements within, across or through any land owned in fee simple or controlled by the City. The City shall provide any real property, easements or land owned in fee simple or controlled by the City at no cost or charge to the Secretary.

10. To warrant at all times during the construction of the Project and for the period of its useful life, the City will coordinate with the Secretary on all matters involving use of highway right of

way adjacent to or in the vicinity of the Project, including but not limited to access, traffic control, drainage and utilities, and shall abide by the Secretary's determination of any needs for joint use of right of way, easements or real property for state highway purposes which may arise from or in connection with this Project.

11. It will, in its own name, as required by law, acquire by purchase, dedication or condemnation all of the rights of way, easements, and access rights shown on the final design plans. The City agrees the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary such rights of way, easements and access rights have been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all rights of way deeds, dedications, permanent easements and temporary easements.

12. To contact the Secretary if there will be any displaced persons on the Project prior to making the offer for the property. The Parties hereto agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and K.A.R. 36-16-1 *et seq.*

13. To acquire rights of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of KDOT. The City further agrees copies of all documents including recommendations and coordination for appeal, bills, contracts, journal entries, case files or documentation requested by the Secretary will be sent to the Secretary within the time limits set by the Secretary.

14. Within its respective jurisdictions, it will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of the removal or adjustment of the utilities located on public rights of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private rights of way or easement shall be borne by the City.

15. It will expeditiously take such steps as necessary to facilitate the early adjustment of any utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. The City further agrees to move or adjust or cause to be moved or adjusted all necessary utilities prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting any remaining utilities in order to ensure the contractor shall not be delayed in construction of the Project.

16. It is understood the City shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, as adopted by the Secretary, of the Manual of Uniform Traffic Control Devices (MUTCD).

17. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the final design plans, the standard specifications, a Construction Administration Agreement and administer the payments due the contractor, including the portion of the cost borne by the Secretary. Decisions about what construction costs are federal participating will be made in accordance with the requirements of the Federal Highway Administration and the Secretary.

18. To require the contractor to pay prevailing wages if required. The City will incorporate into the construction contract, if applicable, the following bid documents: The Davis-Bacon Certification Verification Agreement along with the current general wage decision for the city in which the Project is being constructed, Disadvantage Business Enterprises (DBE) Contract Goals, Certification of Understanding DBE Goal and Federal Aid Utilization of DBEs.

19. To incorporate into the construction contract, the following required bid documents: Certification Regarding Noncollusion & History of Debarment, Required Contract Provisions Certification-Federal Funds-Lobbying, Required Contract Provisions Certification Contractual Services with Current Legislator or Legislator's Firm, Kansas Department of Transportation Special Attachment (Civil Rights and Nondiscrimination), FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts, FHWA 11246- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity, Required Contract Provision Specific Equal Employment Opportunity Contractual Requirement and Buy American Materials.

20. To construct the Project in accordance with the plans and specifications, and supervise the construction and administer the payment due the contractor, including the portion of cost borne by the Secretary. The participating items shall be shown separated and listed apart from the non-participating items on both the final design plans and the bid documents. The specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

21. To provide the construction inspection necessary to determine substantial compliance with the design plans, the specifications, Project provisions, this Agreement and a construction administration agreement. The City agrees to execute a construction administration agreement with the Secretary.

22. To be responsible for twenty percent (20%) of the total actual costs of construction, which includes the cost of all construction contingency items, and construction administration. The City further agrees to be responsible for one hundred percent (100%) of the total actual costs for preliminary engineering, rights of way, and utility adjustments for the Project.

23. To maintain a complete set of final plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The City further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The City shall provide access to or copies of all of the above-mentioned documents to the Secretary.

24. When the Project is completed and final acceptance is issued by the City, it will, at its own cost and expense, maintain the Project. Upon notification by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

25. To purchase and maintain insurance for property damage to the Project continuously for the estimated useful life of the Project in an amount equal to or in excess of the federal funds expended on the Project.

26. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

27. During the useful life of the Project any change in the use of the real property will require written approval by the Secretary with FHWA concurrence. After the Project is completed and approved, the City agrees not to change the use of the real property for the Project. If the City determines the use of the real property for the Project is to be changed, the City agrees the change in the use of the real property will require prior written approval by the Secretary with FHWA concurrence.

28. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way within their respective jurisdictions as shown on the final design plans for this Project and they will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting providing, however, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project. All right of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state laws.

29. To locate and shall be responsible for all costs necessary to remedy or clean-up any hazardous waste site, including, but not limited to, leaking underground storage tanks discovered on rights of way, easements and access rights acquired by the City. The City shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims and costs incurred by the Secretary from any hazardous waste site discovered on rights of way, easements and access rights acquired by the City.

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, the City shall hold harmless, defend and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties executing this Agreement any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for

personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

The City by signing this Agreement with the Secretary has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any rights of way, easements, and access rights acquired by the City. The City reserves the right to bring any action against any third party for any hazardous waste site on any rights of way, easements, and access rights acquired by the City.

The term hazardous waste, includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference, and include, but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site, include, but is not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and the City, and County standards where the hazardous waste site is located.

30. Upon request by the Secretary, the City agrees to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and all costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, construction engineering, rights of way, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

31. It is the policy of the Secretary to make any final payments to the City for services related to the Highway program in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, "Audits of States, Local Governments and Non Profit Organizations" in 49 C.F.R. Part 18 (Common Rule), require an audit be performed by an independent certified public accountant in accordance with these standards. All information audited shall comply with 49 C.F.R. Part 18 (Common Rule).

The Secretary may pay any final amount due for the authorized work performed based upon the City's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for

reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.

32. If they have not already done so, the City shall obtain a D-U-N-S number (Dun & Bradstreet Number). A D-U-N-S number can be obtained at the following website: http://www.dnb.com/us/duns_update/.

33. The City agrees it shall maintain current registrations in the System for Award Management (<https://www.sam.gov>) at all times during which they have active federal awards.

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. The estimated cost for construction is \$780,000, and for construction engineering is \$64,000, for a total estimated cost of \$844,000. It is further mutually agreed these estimated cost figures are to be used for encumbrance purposes by KDOT and adjustments will be made based on the actual Project costs.

2. If any items are found to be non-participating by the Secretary, acting in his or her own behalf and on behalf of FHWA, the total cost of these items will be paid for by the City. If any construction items are found to be non-participating by the Secretary, the City agrees the Secretary can reduce the construction administration cost in its proportion to the reduction in the total participating construction cost.

3. All change orders shall be reviewed and approved by the Secretary prior to the City authorizing the work associated with such change order. If the City has not received prior approval, then the work will be considered non-participating and will be paid for by the City.

4. Representatives of the Secretary may make periodic inspection of the Project and the records of the City and as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications.

5. It is not the intent of this Agreement or the Project provided herein to create or expand the status of any land involved in this Project as a "significant publicly owned public park, recreation area, or wildlife and waterfowl refuge, or any significant historic site," for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135 (hereinafter referred to as "4(f) status"), except as hereinafter expressly provided.

Unless otherwise stated below in this section, it is agreed the major purposes or functions of land involved in the Project are to preserve or enhance the scenic, historic, environmental or archeological aspects, or the usefulness for intermodal users (including bicyclists, pedestrians, and other non-motorized transportation users) of existing or new transportation facilities. It is further agreed any park, recreation or refuge purposes or functions are secondary or incidental thereto.

The Parties agree for purposes of any future determinations of 4(f) issues as required by 49 U.S.C. § 303 or regulations adopted thereunder, the Secretary is hereby designated as the public official having jurisdiction of such determinations. However, it is not the intent of this section to affect the determination of whether a historic or archaeological site is on or eligible for inclusion on the National Register of Historic Places.

6. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the manual and specifications adopted under K.S.A. § 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

7. The Parties agree the estimated useful life of the completed Project is 20 years and that the federal funding provided under this Agreement shall be amortized over the estimated useful life of the Project in equal amounts annually. The Parties further agree that the purpose of the Project is to provide retail, office and a tourist and welcome center for use by the public unless another purpose is approved by the Secretary as set forth in Article II, Section 27. For a period of 10 years following the date of final acceptance of the Project, if the Project is not used for the purpose set forth in this Agreement, the City shall refund to the Secretary 100% of the federal funds reimbursed to the City for the Project. For the period beginning 10 years after the final acceptance of the Project until 20 years after the final acceptance of the Project, if the Project is not being used for the purpose for which the federal funds have been approved and provided under this Agreement, the City shall repay the Secretary the unamortized amount of federal funding provided under this Agreement. The amount to be repaid shall be calculated by taking the total amount of federal funding reimbursed to the City pursuant to this Agreement and any future supplements to this Agreement, including all FHWA funds paid to the Secretary for work performed on the Project; dividing the amount by the total length of the estimated useful life of 20 years; and then multiplying the result by the number of years of estimated useful life remaining on the Project at the time the Project is no longer being used for retail, office and a tourist and welcome center.

8. The provisions found in KDOT's Civil Rights Special Attachment No. 2 attached hereto are hereby incorporated into this Agreement by reference and made a part hereof.

9. The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated into this Agreement by reference and made a part hereof.

10. If, in the judgment of KDOT, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, KDOT may terminate this Agreement at the end of its current fiscal year.

11. It is further understood this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the City and their successors in office.

12. It is expressly agreed no third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms of provisions of this Agreement.

13. It is mutually agreed the Project will be constructed within the limits of the existing public property. Necessary utility adjustments will be made prior to submission of final plans. The expense of removal or adjustment of utilities and encroachments located on public rights of way or easement shall be borne by the owner or the City.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF GARDEN CITY, KANSAS

CITY CLERK

MAYOR

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

BY: _____
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

INDEX OF ATTACHMENTS

- Attachment No. 1 - Design Engineering Requirements
- Attachment No. 2 - Civil Rights Act of 1964 & Rehabilitation Act of 1973
- Attachment No. 3 - Contractual Provisions Attachment

DESIGN ENGINEERING REQUIREMENTS

Scope of Design Services:

- (1) Prepare detailed drawings and specifications in accordance with the American Association of Highway and Transportation Officials (AASHTO) Design Standards. The KSHS shall provide for design exceptions in accordance with 23 C.F.R. § 625.
- (2) Make the necessary surveys to determine the extent of rehabilitation to meet the necessary requirements.
- (3) Prepare and furnish to KDOT the requested number drawings of preliminary construction plans for field/office check. These plans shall consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, material and such other elements as may be appropriate.
- (4) Field/Office check the Project with a representative of Program and Project Management.
- (5) Complete drawings and make necessary revisions made at a field check and/or an office check review or by recommendations, errors, or omissions at any time prior to the completion and final acceptance of the construction contract.
- (6) Complete the plans, include the specifications and necessary bidding and contract documents.
- (7) Submit required number of completed sets of plans to KDOT for final review along with an updated detailed cost estimate.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following “Nondiscrimination Clauses”.

CLARIFICATION

Where the term “Consultant” appears in the following “Nondiscrimination Clauses”, the term “Consultant” is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant’s assignees and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the “Regulations”). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant’s obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

State of Kansas
 Department of Administration
 DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 13. Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Director Neighborhood & Development Services
DATE: April 19, 2016
RE: Clarification on the procedures for the distribution of the Downtown Development Fund

ISSUE:

The Governing Body is asked to consider changes to Downtown Development Fund (DDF) for the purpose of clarifying the procedure.

BACKGROUND:

With the recent adoption and success of the Downtown Development Fund (DDF) program, staff is seeking clarification on the procedures when distributing the DDF. It is the desire of staff to keep the administration of this program as a relatively quick and straight forward process for our downtown applicants. It is our goal to help as many applicants as we can through the process and to be able to assist in the fair distribution of these funds. To do this we would like clarification on the following issues.

First of all, when staff receives the applications and presents the complete project to this commission, we are under the impression that, if awarded, the applicant will proceed with their project as it was presented. However, we would like clarification on how to insure the scope of work performed and the dollars spent matches what was approved by the commission. For example, what would staff do if the applicant plans to spend \$125,000 on a project, requests \$100,000 (80%) in funds, is awarded \$50,000, but then turns around completes \$50,000 of work. Staff can easily review the scope of work performed to the plans approved by this commission; however, currently staff does not receive invoices to verify the dollars spent matches the plans approved by the commission.

The second issue arises in the timely completion of the projects. The DDF was created to be an economic development tool to enhance and maintain our vibrant downtown. Staff's desire is to help as many applicants through the process as quickly as possible. However, there could be a potential problem if an applicant applies and is awarded funding from the DDF but then does not proceed with their project. In essence, they are holding up the funds without proceeding with their project, preventing others to be able to use those funds for their projects.

While staff has not run into these situations with any of the current awardees of the DDF, we would like direction from the Commission on how to handle these situations if they should arise.

Therefore, the following alternatives are presented.

ALTERNATIVE:

1. Upon the completion of the project, all applicants must have their project inspected to verify the scope of work completed, and the applicant must present receipts verifying the work performed. If the difference of the total amount of work performed or dollars

spent is more than ten percent (10%) from the pre-project plan, staff will re-present their project to the City Commission for reevaluation before the funds are awarded.

2. If an awarded applicant changes their building permit to reduce the amount of dollars spent or changes the scope of the project from what was presented, they automatically lose the amount awarded to them.
3. When an applicant is awarded the DDF, they will then have 180 days to begin their project or they lose their funds.
4. When an applicant is awarded the DDF, they will then have 90 days to begin their project or they lose their funds.
5. The commission may choose to not regulate changes to the building permit or the amount of time the applicant takes to proceed with their project.

RECOMMENDATION:

Staff recommends Alternatives number 1 and 3.

FISCAL NOTE:

None.

New Business



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: April 19, 2016
RE: KDOT Fund Exchange Program - 2016

ISSUE:

The Governing Body is asked to consider and approve a Federal Fund Exchange Master Agreement with the Kansas Department of Transportation and the 2016 Request to Exchange Funds.

BACKGROUND:

This is the sixth year of the fund exchange program, which replaced the old STP project rotational process. The federal to state funds exchange rate is 90% and a local match is not required. In previous years, KDOT and City entered into individual annual agreements, however, this year KDOT is switching to a master agreement format, so that in the future we simply submit an annual request to exchange funds.

The City is required to use the state funds for road or bridge improvement projects. The state funds may be used for all phases of a project – design engineering, right-of-way acquisition, utility relocations, construction, and construction inspection. Funds can be “stockpiled” for up to three years, to cover more expensive projects.

KDOT estimates that Garden City is eligible for \$313,881.61 in FFY 2016, or \$282,493.45 in state exchange funds. We also have some carryover funds from 2015 that bring our available federal funding to \$346,178.34, or \$311,560.51 in exchange funds.

KDOT has asked that we return the agreement and 2016 request by April 29th. We do not have to identify a specific project with the 2016 Request to Exchange Funds; staff will bring options for use of these funds to the Governing Body at a later date.

ALTERNATIVE:

- 1) Approve the Federal Fund Exchange Master Agreement with KDOT, and the 2016 request to exchange funds.
- 2) Defer action until a later date.

RECOMMENDATION:

Staff recommends approval of the Federal Fund Exchange Master Agreement and the 2016 Request to Exchange Funds.

FISCAL NOTE:

The fund exchange program allows the City to avoid debt financing or do additional projects. The

City will temporarily borrow funds from the Community Trust Fund until reimbursement from KDOT.

ATTACHMENTS:

Description	Upload Date	Type
KDOT Master Agreement	4/12/2016	Backup Material
2016 Fund Exchange Request	4/12/2016	Backup Material

FUND EXCHANGE MASTER
CITY OF GARDEN CITY, KANSAS

**FEDERAL-AID
FUND EXCHANGE
MASTER AGREEMENT**

This MASTER AGREEMENT is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Garden City, Kansas** (the “City”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary has authorized a Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to the Secretary.
- B. The City desires to exchange all or a portion of the City’s annual allotment of Federal Funds for State Funds at the Exchange Rate or to bank all or a portion of its annual allotment, such amount to be used in the future for either a Federal-Aid Project or exchanged for State Funds at the Exchange Rate.
- C. The Secretary and the City are empowered by the laws of Kansas to enter into agreements incident to the financing, construction, and maintenance of city roads utilizing federal or state funds.
- D. The Parties have determined the Federal Fund Exchange Program would be most efficiently administered under this Master Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. “**Banked Funds**” means the city’s annual allotment of Federal Funds which the City has decided to use in the future for either a Federal-Aid Project or to be exchanged for State Funds.
3. “**City**” means the City of Garden City, Kansas.
4. “**Effective Date**” means the date this Agreement is signed by the Secretary or his designee.

5. **“Exchange Rate”** means the exchange of Federal Funds allotment for State Funds at a rate of ninety percent (90%) of State Funds for one hundred percent (100%) of local federal obligation authority for costs incurred pursuant to this Agreement, on a reimbursement basis.
6. **“Exchanged Funds”** means the funds from the City’s annual allotment of Federal Funds exchanged for State Funds at the Exchange Rate.
7. **“Exchanged Portion”** means a portion of funds from the City’s annual allotment of Federal Funds exchanged for State Funds.
8. **“Federal Funds”** means federal-aid transportation funds, including Surface Transportation Program funds, for use on state and local federal-aid transportation projects.
9. **“Fund Exchange Request”** means the attached form “Attachment A” which is submitted by the City to KDOT to request the exchange of Federal Funds for State Funds in any given year, and the terms of which are incorporated herein by reference.
10. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
11. **“Parties”** means the Secretary and KDOT, individually and collectively, and the City.
12. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
13. **“State Funds”** means State of Kansas transportation funds.

ARTICLE II

TERMS OF AGREEMENT:

1. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this exchange.
2. **Incorporation of Program Application.** The City will submit a Fund Exchange Request when it desires to exchange its Federal Funds. The Fund Exchange Request will be incorporated into and made a part of this Agreement for all purposes.
3. **Exchange of Funds.**
 - (a) When the City submits a Fund Exchange Request to use the Banked Funds for a Federal-Aid Project, the Secretary will apply one hundred percent (100%) of the requested amount to said project, up to the amount indicated on the Fund Exchange Request.

- (b) When the City submits a Fund Exchange Request, to use the Exchanged or Banked Funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
 - (i) The City authorizes the Secretary to retain and use the Exchanged Portion of the City's annual allotment of Federal Funds for the federal fiscal year indicated in the Fund Exchange Request in exchange for State Funds at the Exchange Rate.
 - (ii) The Secretary shall reimburse the City, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, up to ninety percent (90%) of the amount of funds as indicated on the Fund Exchange Request. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the City.
 - (iii) Any State Funds exchanged pursuant to this Agreement may be carried over in the next federal fiscal year by the City. Banking of Exchanged Funds is limited to three (3) consecutive fiscal years, unless written approval is obtained from the Secretary.
 - (iv) The City understands that the Secretary may use the retained Federal Funds exchanged by the City for any federally eligible purpose or project within the State.
 - (v) The Secretary will make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the City and any reimbursement form required by KDOT.

4. **Limitations on Use of State Funds.**

- (a) The City shall not deposit the exchanged State Funds into the operating budget for the City.
- (b) The City shall use the State Funds exchanged pursuant to this Agreement for:
 - (i) transportation projects, as approved by the Secretary, which are eligible under KDOT's Federal Fund Exchange Guidelines; and
 - (ii) for all phases of approved transportation project(s) including, but not limited to preliminary engineering, right of way acquisition, utility relocation, construction and inspection.
- (c) Upon completion of the transportation project, the City shall notify Secretary and allow the Secretary to participate in a final review of the project. Reviews by the Secretary are not done for the benefit of the City or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary

investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the City.

5. **Availability of State Funds.** The total dollars exchanged under this Agreement are contingent upon the availability of State Funds. If, in the judgment of the Secretary, sufficient State Funds are not appropriated to continue the function performed in this Agreement, the Secretary may terminate this Agreement without further notice. The Secretary will not be responsible to the City for any reduction in State Funds.
6. **Availability of Federal Funds.** The total dollars exchanged under this Agreement are also contingent upon the availability of Federal Funds. If, due to Congressional funding restrictions, sufficient Federal Funds have not been allocated to the City, the Secretary shall exchange funds in the amount available.
7. **Audit.** The City will participate and cooperate with the Secretary in an audit which will occur either annually or by project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with State Funds to the City for items considered non-participating, the City shall promptly reimburse Secretary for such items upon notification by Secretary.
8. **Compliance with Federal and State Laws.** The City shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.
9. **Legal Authority.** The City shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
10. **Indemnification.** To the extent permitted by law, the City agrees to defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City or the City's employees.

ARTICLE III

GENERAL PROVISIONS:

1. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.
4. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
5. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.
6. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or his designee.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF GARDEN CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

(Example Fund Exchange Request)



**KANSAS DEPARTMENT OF TRANSPORTATION
 BUREAU OF LOCAL PROJECTS
 REQUEST TO EXCHANGE FEDERAL FUNDS UNDER THE FEDERAL-AID FUND
 EXCHANGE MASTER AGREEMENT**

Date: _____

County/City: _____

Federal Funds to Be Exchanged: \$ _____

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

*Signature** *Date*

Typed or Printed Name

Title

**The representative signing this request must be authorized by law to bind the city/county to an agreement.*

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following “Nondiscrimination Clauses”.

CLARIFICATION

Where the term “Consultant” appears in the following “Nondiscrimination Clauses”, the term “Consultant” is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant’s assignees and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the “Regulations”). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant’s obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



**KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST TO EXCHANGE FEDERAL FUNDS UNDER THE FEDERAL-AID FUND
EXCHANGE MASTER AGREEMENT**

Date: March 31, 2016

County/City: Garden City

Federal Funds to Be Exchanged: \$313,888.61

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

*Signature** *Date*

Typed or Printed Name

Title

**The representative signing this request must be authorized by law to bind the city/county to an agreement.*



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: April 19, 2016
RE: Response to FAA's Public Notice

ISSUE:

The Governing Body is asked to consider and approve the response provided by staff to the Federal Aviation Administration's Public Notice on Aeronautical Study Number 2015-ACE-3660-OE.

BACKGROUND:

The Federal Aviation Administration (FAA) released the Public Notice for Aeronautical Study Number 2015-ACE-3660-OE. The FAA's Public Notice states interested persons are invited to participate in the aeronautical study by submitting comments (see attachment GCK OEG Public Notice). The aeronautical study reveals a potential 190' antenna tower that exceeds FAA obstruction standards. The potential site of the tower is 3.16 nautical miles northwest of the airport and it is in the approach path of Runway 12 (see Reference Map).

There are several concerning factors to the aeronautical case study.

1. The structure exceeds obstruction standards; therefore create a hazard to airspace.
2. The Aeronautical Study identifies the incorrect Minimum Descent Altitude (MDA), which alters the accuracy of the true affects to Runway 12 approaches (see GCK Approach Plate).
3. The Aeronautical Study identifies the incorrect Minimum Descent Altitude (MDA), which alters the accuracy of the circling minimums to Runway 12.

The City of Garden City is requesting the FAA review and re-issue the case study with accurate information. The City of Garden City also requests the FAA evaluate and update the VOR approach rather than reducing the utility of the Garden City Regional Airport.

ALTERNATIVE:

1. Approve the response provided by staff to the Federal Aviation Administration's Public Notice on Aeronautical Study Number 2015-ACE-3660-OE.
2. Alter the response provided by staff to the Federal Aviation Administration's Public Notice on Aeronautical Study Number 2015-ACE-3660-OE.
3. Do not respond.

RECOMMENDATION:

Staff recommends approving the response provided by staff to the Federal Aviation Administration's Public Notice on Aeronautical Study Number 2015-ACE-3660-OE.

FISCAL NOTE:

The FAA maintains the navigational aids that provide approaches to Runway 12. At this time, staff is unable to determine the financial impact to the airport.

ATTACHMENTS:

Description	Upload Date	Type
Response to FAA	4/13/2016	Backup Material
GCK Approach Plate	4/13/2016	Backup Material
Reference Map	4/13/2016	Backup Material
GCK OEG Public Notice	4/13/2016	Backup Material



April 19, 2016

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

CITY COMMISSION

JANET A. DOLL,
Mayor

ROY CESSNA

MELVIN DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

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

Re: Aeronautical Study Number 2015-ACE-3660-0E

Thank you for the opportunity to comment on the above Aeronautical Study. The City of Garden City owns and operates Garden City Regional Airport. Aeronautical Study Number 2015-ACE-3660-OE identifies the antenna structure's location as 3.16 nautical miles northwest of the GCK Airport Reference point. The structure location is near the airport and affects an instrument approach. The City of Garden City is providing these comments in order to assist the FAA in determining the structure is a hazard to air navigation.

The aeronautical study has determined that the antenna exceeds obstruction standards. Obstruction standards are implemented by the Federal Aviation Administration (FAA) with the main priority to keep all users of the national airspace safe. In order to maintain the safest aerospace system in the world, the FAA must make sure the national airspace is navigable and free of obstructions. Federal law requires that the FAA determine whether a structure that is proposed to be built or altered near an airport, does not pose a hazard to the airspace. The aeronautical study clearly states that the antenna exceeds the obstruction standards, which poses a hazard to the airspace.

The aeronautical study states the VOR/DME RWY 12 S-12 Minimum Descent Altitude (MDA) is at 3,240 Above Mean Sea Level (AMSL), which is incorrect. The MDA is 3,280 AMSL. The incorrect information causes great concern with the accuracy of the proposed increase in minimums for RWY 12. The City of Garden City requests the FAA review the plans on file to verify the obstacle's effect on the minimums on the VOR/DME to RWY 12 with the correct MDA of 3,280 AMSL. The City of Garden City requests the FAA review the plans on file to verify the obstacle's effect on the minimums on GPS RWY12 that are currently in review with the Flight Procedures Office. The City of Garden City requests that a new aeronautical study be conducted if either approach is affected with the corrected MDA of 3,280 AMSL RWY 12. In addition, the City of Garden City requests an evaluation of the circling minimums for VOR/DME Runway 12, because no flight segment on the approach will reach the current minimums. It is critical that all potential impacts are addressed by the study prior to sending it for review. The City of Garden City respectfully requests that the FAA withdraw this case and re-issue it after correction.

The City of Garden City also requests the FAA evaluate and update the VOR approach rather than reducing the utility of the Garden City Regional Airport. The City of Garden City believes that the cost to the FAA to modify the approach is significantly less than the benefit of maintain this ground based approach.



In administering Title 14 of the Code of Federal Regulations (14 CFR) Part 77, the prime objectives of the FAA are to promote air safety and the efficient use of the navigable airspace. To accomplish this mission, aeronautical study 2015-ACE-3660-OE should result in the determination of a hazard to air navigation for the permanent antenna tower structure or the case should be re-issued after re-evaluation or the FAA should modify the approach to retain existing minimums.

CITY COMMISSION

JANET A. DOLL,
Mayor

ROY CESSNA

MELVIN DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

Thank you for your time and opportunity to provide comments on Aeronautical Study 2015-ACE-3660-OE.

Sincerely,

Janet A. Doll
Mayor

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

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

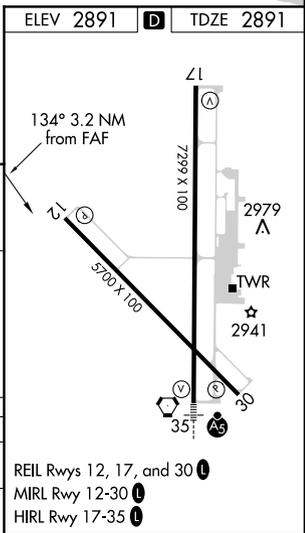
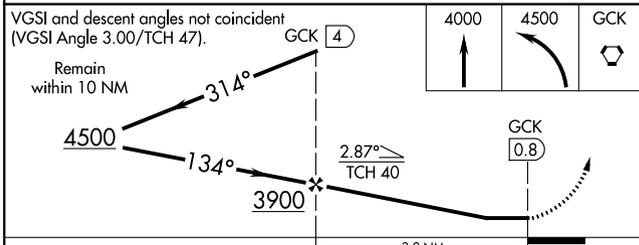
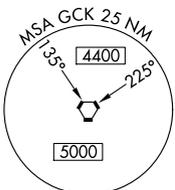
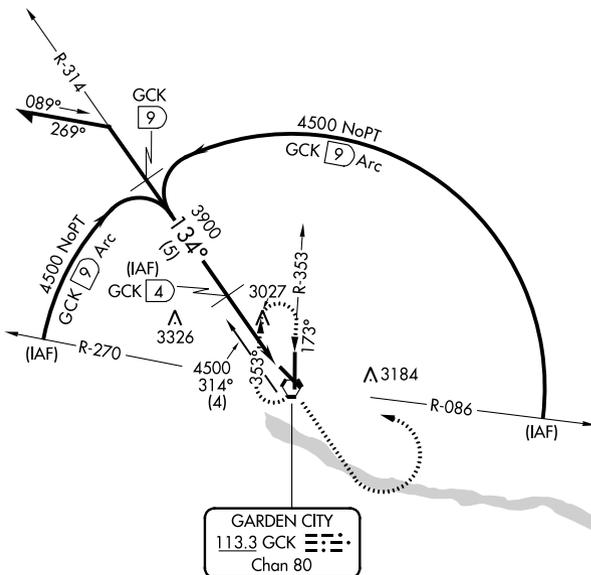
VORTAC GCK 113.3 Chan 80	APP CRS 134°	Rwy Idg TDZE Apt Elev 5700 2891 2891
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VOR/DME RWY 12

GARDEN CITY RGNL (GCK)

MISSED APPROACH: Climb to 4000 then climbing left turn to 4500 direct GCK VORTAC and hold.

ASOS 121.325	KANSAS CITY CENTER 125.2 269.4	GARDEN CITY TOWER * 118.15 (CTAF) 254.4	GND CON 119.0	UNICOM 122.95
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CATEGORY	A	B	C	D
S-12		3280-1 389 (400-1)		3280-1 389 (400-1) 1/4
CIRCLING	3320-1 429 (500-1)	3360-1 469 (500-1)	3360-1 1/2 469 (500-1 1/2)	3460-2 569 (600-2)

NC-2, 31 MAR 2016 to 28 APR 2016

NC-2, 31 MAR 2016 to 28 APR 2016

Reference Map





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2015-ACE-3660-OE

Issued Date: 03/15/2016

Network Regulatory
Alltel Communications, LLC
1120 Sanctuary Pkwy
#150 GASA5REG
Alpharetta, GA 30009

**** PUBLIC NOTICE ****

The Federal Aviation Administration is conducting an aeronautical study concerning the following:

Structure:	Antenna Tower KS11 Garden City East
Location:	Garden City, KS
Latitude:	37-57-43.40N NAD 83
Longitude:	100-46-29.00W
Heights:	2907 feet site elevation (SE) 190 feet above ground level (AGL) 3097 feet above mean sea level (AMSL)

The structure above exceeds obstruction standards. To determine its effect upon the safe and efficient use of navigable airspace by aircraft and on the operation of air navigation facilities, the FAA is conducting an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77.

**** SEE REVERSE SIDE FOR ADDITIONAL INFORMATION ****

In the study, consideration will be given to all facts relevant to the effect of the structure on existing and planned airspace use, air navigation facilities, airports, aircraft operations, procedures and minimum flight altitudes, and the air traffic control system.

Interested persons are invited to participate in the aeronautical study by submitting comments to the above FAA address or through the electronic notification system. To be eligible for consideration, comments must be relevant to the effect the structure would have on aviation, must provide sufficient detail to permit a clear understanding, must contain the aeronautical study number printed in the upper right hand corner of this notice, and must be received on or before 04/21/2016.

This notice may be reproduced and circulated by any interested person. Airport managers are encouraged to post this notice.

If we can be of further assistance, please contact our office at (816) 329-2508. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-ACE-3660-OE.

Signature Control No: 267790051-284905671

(CIR)

Vee Stewart
Specialist

Attachment(s)

Part 77

Additional Information

Map(s)

Additional Information for ASN 2015-ACE-3660-OE

Proposal: To construct a(n) Antenna Tower to a height of 190 feet above ground level, 3097 feet above mean sea level.

Location: The structure will be located 3.16 nautical miles northwest of GCK Airport reference point.

Part 77 Obstruction Standard(s) Exceeded:

Preliminary FAA study indicates that the above mentioned structure would:

- have no effect on any existing or proposed arrival, departure, or en route visual flight rules (VFR) operations.
- not exceed traffic pattern airspace
- have no physical or electromagnetic effect on the operation of air navigation and communications facilities.
- have no effect on any airspace and routes used by the military.

Additional information for ASN 2015-ACE-3660-OE

Abbreviations:

AMSL, Above Mean Sea Level

CFR, Code of Federal Regulations

DME, Distance Measuring Equipment

MDA, Minimum Descent Altitude

NM, Nautical Mile

RWY, Runway

S-12, Straight-in Runway 12

TERPS, Terminal Instrument Procedures

VHF, Very High Frequency

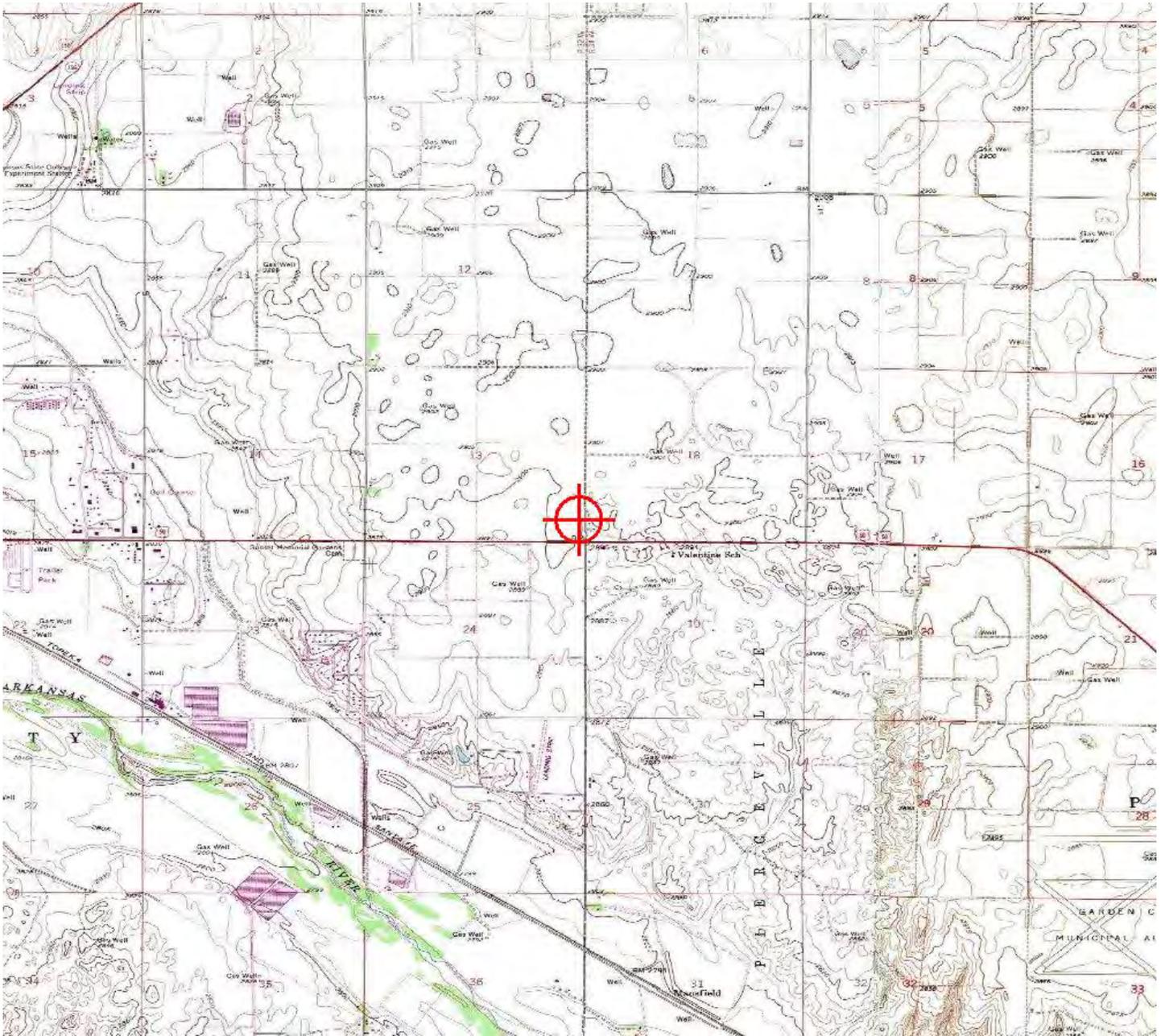
VOR, VHF Omnidirectional Radio Range System

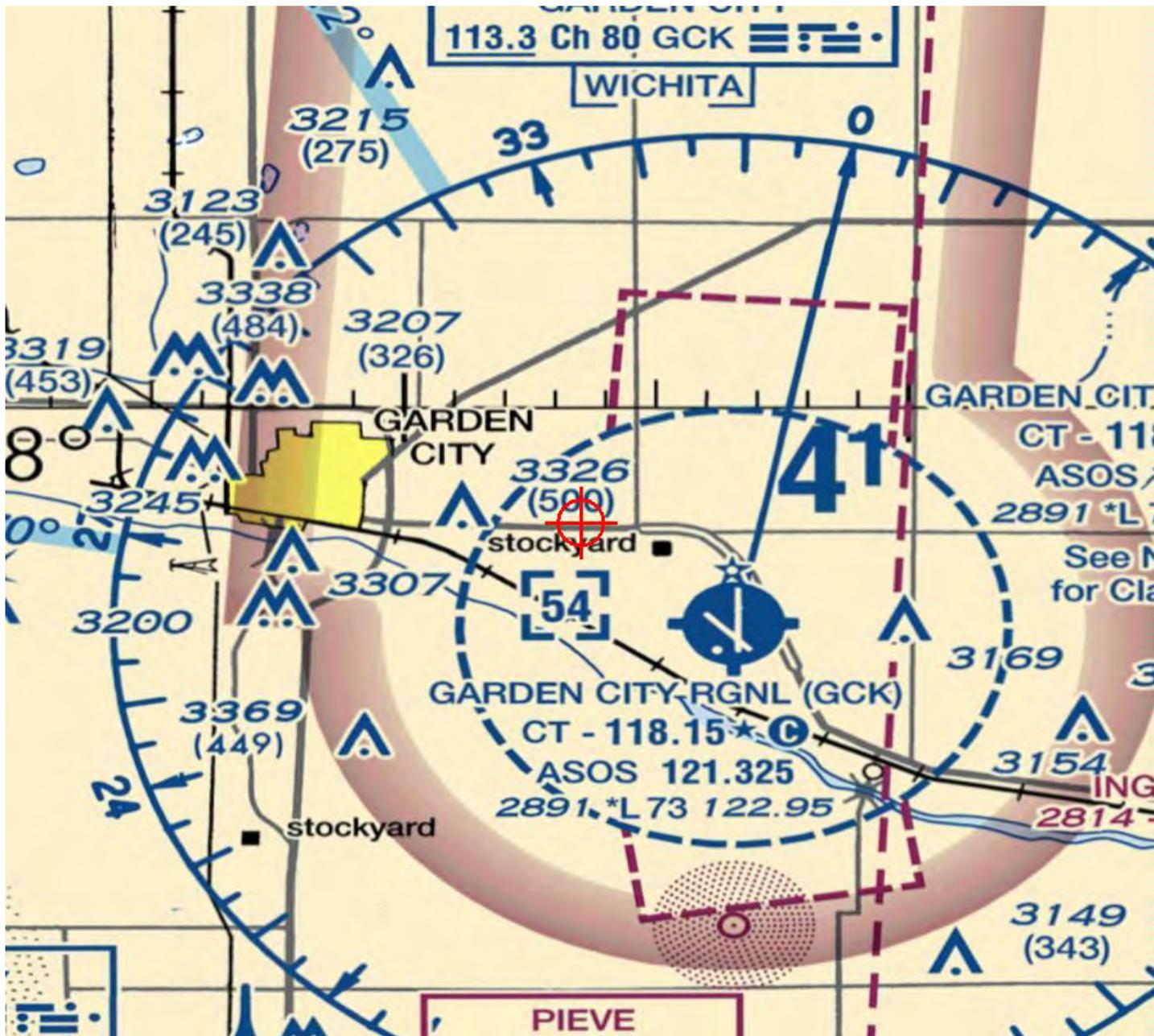
The proposed structure would be located approximately 3.16 NM northwest of the Airport Reference Point for Garden City Regional Airport (GCK), Garden City, AR. It is identified as exceeding the obstruction standards of 14 CFR Part 77 as follows as applied to GCK:

Section 77.17(a)(3): A height that increases a minimum instrument flight altitude within a terminal area (TERPS criteria):

It would increase the VOR/DME RWY 12 S-12 MDA from 3,240 feet AMSL to 3,360 feet AMSL.

Map for ASN 2015-ACE-3660-OE







MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: April 19, 2016
RE: Capital Improvements Bond Issue - 2016 & 2017

ISSUE:

Governing Body discussion of potential projects authorized in the 2016 budget and/or proposed in the 2016 and 2017 Capital Improvement Programs that require debt financing.

BACKGROUND:

At your February 22nd retreat, staff briefed the Governing Body on the potential need for a General Obligation Bond issue for 2016 & 2017 Capital Improvement projects.

The current General Obligation Bond Debt schedule is provided. As shown, we had an increase of \$59,998 in debt service for 2016. In 2017 we will have a reduction in debt service of \$146,697 (0.82 mill) this would service approximately \$1,182,000 in new debt at no increase to the 2018 Bond and Interest mill levy.

Projects that were deferred in 2015 are shown below.

2015

Indoor Shooting Range	\$ 2,000,000
Total deferred 2015 projects	\$ 2,000,000

2016

Indoor Shooting Range	\$ 2,000,000
Kansas Avenue FY 2017 KLINK Project	\$ 451,000*
Central Fire Station addition and watermain relocation	\$ 2,200,000
Ladder Truck	\$ 1,200,000
Lee Richardson Zoo – flamingo exhibit	\$ 384,000
AIP – Snow Removal Equipment	\$ 69,500*
AIP 38 Taxilane & ARFF/Fuel Farm Access	\$ 214,500*
Total 2016 projects	\$ 6,519,000

2017

Clint Lightner entrance, restrooms & concessions	\$ 216,000
Southeast community park improvements – Phase 1	\$ 140,800
Skate Park	\$ 494,900
Design Fire Station No. 3	\$ 235,700

Heroes Way/Stevens Park concept study	\$ 250,000
Parking Lot at Esquivel Soccer fields	\$ 185,700
Redesign 18 th hole at Buffalo Dunes	\$ 375,000
Total 2017 projects	\$ 1,898,100

* Grant funding secured for project, amount shown is City share

Numerous variations of a bond issue could be evaluated based on, among other things, the City Commissions appetite for new projects or desire to see a lower property tax rate. Some of the variations are:

2016

Option 1:

Ladder Truck, both AIPs = \$1,484,000 (approximately 0.21 mill increase in 2017)

Option 2:

Ladder Truck, FY17 KLINK, both AIPs = \$1,935,000 (approximately 0.52 mill increase in 2017)

Option 3:

FY17 KLINK = \$451,000 (approximately 0.5 mill decrease in 2017)

2017

Option 1:

Central Station Addition = \$2,200,000 (bond final actual costs)

Option 2:

Central Station Addition, FY17 KLINK = \$2,651,000

If the entire list of 2016 projects were bonded in 2016, the result would be a 3.65 mill increase for the 2017 mill levy.

2016 Projects that could be deferred until later dates are:

Lee Richardson Zoo – flamingo exhibit

Indoor shooting range until additional funding partners are secured. Should the Governing Body wish to proceed with the indoor shooting range construction, staff suggests using temporary financing as we did with the Central Fire Station addition.

2017 Projects that could be deferred until later dates are:

Clint Lightner entrance, restrooms & concessions

Southeast community park improvements until more housing is completed in East Cambridge Square

Skate Park until a location and facility layout has been determined

Parking lot at Esquivel Soccer fields until YMCA domed indoor facility is constructed

Design Fire Station No. 3

Heroes Way/Stevens Park concept study

Redesign 18th hole at Buffalo Dunes until private funding is secured.

ALTERNATIVE:

None at this time

RECOMMENDATION:

None at this time

FISCAL NOTE:

None at this time

ATTACHMENTS:

Description

Upload Date Type

GEneral Obligation Bond Debt Schedule

4/13/2016

Backup Material

GENERAL OBLIGATION BOND DEBT

SERIES	DESCRIPTION	2016		2017		2018		2019		2020		2021		2022		2023		2024		2025	
		INT	PRIN	INT	PRIN	INT	PRIN	INT	PRIN	INT	PRIN	INT	PRIN	INT	PRIN	INT	PRIN	INT	PRIN		
2005	Internal Improvement \$1,385,000																				
2006	Internal Improvement	6,517	165,000																		
	\$1,370,000																				
2007	Internal Improvement	15,228	205,000	7,847	215,000																
	\$1,755,300																				
2008	Internal Improvement	38,918	350,000	27,017	365,000	14,060	380,000														
	\$3,072,000																				
2009	Internal Improvement	30,590	235,000	24,128	245,000	16,778	255,000	8,745	265,000												
	\$2,173,700																				
2010 A	Internal Improvement	15,563	123,500	13,258	127,250	10,523	132,500	7,409	137,750	3,897	141,700										
	\$120,300																				
2011	Internal Improvement	26,050	265,000	22,605	275,000	18,205	280,000	13,025	180,000	9,245	190,000	4,875	195,000								
	\$2,360,000																				
2012	Internal Improvement	13,865	85,000	12,165	90,000	10,365	100,000	8,365	100,000	6,365	100,000	4,365	100,000	2,365	110,000						
	\$925,000																				
2013	Internal Improvement	47,242	101,261	45,217	103,511	43,147	106,511	41,017	109,511	37,731	112,512	34,356	116,262	30,877	119,263	27,290	123,012	23,600	110,000	19,200	115,000
	\$1,670,412																				
2013 B	Internal Improvement	15,590	55,000	14,390	60,000	13,190	60,000	11,690	60,000	9,890	65,000	7,745	65,000	5,600	70,000	2,800	70,000				
	\$612,000															End 2023					
2014 A	TIF - AT LARGE	137,062	135,000	132,000	140,000	126,750	145,000	121,312	150,000	115,687	155,000	109,875	165,000	103,687	170,000	97,313	175,000	90,750	180,000	84,000	190,000
	\$3,655,000																				End 2034
2014 B	Internal Improvement	23,350	105,000	21,250	110,000	19,050	115,000	16,750	115,000	14,450	120,000	12,050	125,000	9,550	130,000	6,625	130,000	3,375	135,000		
	\$1,184,600																		End 2024		
2015 A	Internal Improvement	14,999	45,000	12,400	45,000	11,500	50,000	10,500	50,000	9,500	50,000	8,500	50,000	7,000	55,000	5,350	55,000	3,700	55,000	1,500	60,000
	\$515,000																			(End)	
TOTALS		384,974	1,869,761	332,277	1,775,761	283,568	1,624,011	238,813	1,167,261	206,765	934,212	181,766	816,262	159,079	654,263	139,378	553,012	121,425	480,000	104,700	365,000
COMBINED TOTALS		2,254,735		2,108,038		1,907,579		1,406,074		1,140,977		998,028		813,342		692,390		601,425		469,700	
DIFFERENCE		59,998		-146,697		-200,459		-501,505		-265,097		-142,949		-184,686		-120,952		-90,965		-131,725	

Consent Agenda



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: April 19, 2016
RE: Snow Removal Equipment Bid

ISSUE:

Governing Body is asked to consider and approve the low bid from M-B Companies for snow removal equipment at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-35).

BACKGROUND:

The first bid for snow removal equipment occurred in April 2014. The bid consisted of a 2,500 tph rotary plow (retrofitted to the loader), carrier vehicle and a broom. The Governing Body rejected the bids. New specifications were prepared and the project was publicly advertised in March 2016.

The base bid consists of a carrier vehicle, 2,500 tph rotary plow, and a 22' runway broom with a bid alternative of a 22' plow. The bid tab summary is below:

Bidder	Base Bid	Bid Alternative	Total
M-B Companies	\$654,066	\$39,618	\$693,684
Oshkosh Corporation	\$685,533	\$36,336	\$721, 869

ALTERNATIVE:

1. Governing Body approval of the low bid in the amount of \$693,684 from M-B Companies for snow removal equipment at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-35) and authorization for the Mayor and City Clerk to execute the contract agreement upon FAA concurrence of the award.
2. Governing Body approval of the high bid in the amount of \$721,869 from Oshkosh Corporation for snow removal equipment at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-35) and authorization for the Mayor and City Clerk to execute the contract agreement upon FAA concurrence of the award.
3. Governing Body consideration and decision not to award the bid.
4. Governing Body consideration and recommendation to staff.

RECOMMENDATION:

Staff recommends Governing Body approval of the low bid in the amount of \$693,684 from M-B Companies for snow removal equipment at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-35) and authorization for the Mayor and City Clerk to execute the contract agreement upon FAA concurrence of the award.

FISCAL NOTE:

The snow removal equipment is 90% funded by the FAA and 10% funded by the City of Garden City. The equipment is budgeted out of the 061 Airport fund.

Bidder	FAA	City	Total
M-B Companies	\$624,315.60	\$69,368.40	\$693,684

-



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: April 19, 2016
RE: New and Renewed Licenses

ISSUE:

The Governing Body is asked to consider and approve licenses for April 19, 2016.

BACKGROUND:

Attached is the list of contractors who have applied for new or renewal licenses from Neighborhood & Development Services. All of the contractors on the list have completed all requirements to obtain their license for 2016.

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
4/19/2016 Contractor Licenses	4/13/2016	Backup Material

CONTRACTOR LICENSE AGENDA

April 19, 2016

2016 NEW

CLASS B GENERAL CONTRACTOR

A-1 Concrete & Construction

CLASS D – PLUMBING WITH GAS

Frontier Mechanical LLC

2016 RENEWAL

CLASS D- M MECHANICAL

American Boiler Services, Inc.

Source Refrigeration & HVAC

Other Entities Minutes



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: April 19, 2016
RE: March 2016 AAB Minutes

ISSUE:

Presentation of the March 10, 2016 Airport Advisory Board minutes.

BACKGROUND:

Attached is the March 10, 2016 Airport Advisory Board Minutes.

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
March 2016 AAB Minutes	4/5/2016	Backup Material



**GARDEN CITY REGIONAL AIRPORT
ADVISORY BOARD MINUTES
MARCH 10, 2016**

5:30 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT

Charlie Robinson, Ken Frey, Marlo Miller, Darin Germann, and Jette DeSalvo.

MEMBERS ABSENT

Max Meschberger and Steve Ziegler.

STAFF PRESENT

Darroch Perkins and Miranda Benedict.

ITEM 1 PUBLIC COMMENT

No public comment.

ITEM 2 APPROVAL OF FEBRUARY 11, 2016 MINUTES

Marlo Miller made a motion to approve the February 11, 2016 Airport Advisory Board minutes. Ken Frey seconded the motion. The motion passed unanimously.

ITEM 3 EAGLEMED LEASE REVIEW

EagleMed LLC currently rents office space at the airport. The lease began on August 1, 2010 and renews automatically on an annual basis. The original rent was \$845.75 per month, but was amended on July 1, 2011 to include additional space with an increase in rent to \$890.75 per month.

EagleMed LLC is responsible for any and all necessary maintenance and repairs to the improvements on the leased premises, janitorial services and electricity and gas. The City provides water at no charge.

Staff is requesting the Airport Advisory Board's consideration and approval of the automatic lease agreement renewal between EagleMed LLC and the City of Garden City.

Marlo Miller made a motion to staff to request more information be provided at the next meeting. Jette DeSalvo seconded the motion. The motion passed unanimously.

ITEM 4 HERTZ LEASE REVIEW

The lease began on July 1, 2013 with Wheatlands, d/b/a Hertz and was amended on December 1, 2014 to reflect Regency Autogroup, d/b/a Hertz as the tenant. The lease expires on June 30, 2018. Hertz rents office/counter space and parking spaces at the airport. Hertz pays \$120 per month for office/counter space, \$42.50 a month for 15 parking places, and \$2.50 fee per vehicle rented.

Staff requests the Airport Advisory Board's consideration and recommendation of approval of the lease agreement between Regency Autogroup and the City of Garden City.

Jette DeSalvo made a motion to recommend the approval of the automatic renewal of the lease agreement between Regency Autogroup, d/b/a Hertz and the City of Garden City. Ken Frey seconded the motion. The motion passed unanimously.

ITEM 5 ENTERPRISE LEASE REVIEW

The lease began on July 1, 2013 and expires on June 30, 2018. EAN Holdings LLC, d/b/a Enterprise rents office/counter space and parking spaces at the airport. Enterprise pays \$120 per month for office/counter space, \$42.50 a month for 12 parking places, and \$2.50 fee per vehicle rented.

Staff requests the Airport Advisory Board consideration and approval of the lease agreement between EAN Holdings, LLC., and the City of Garden City.

Ken Frey made a motion to recommend the approval of the automatic renewal of the lease agreement between EAN Holdings LLC, d/b/a Enterprise and the City of Garden City. Marlo Miller seconded the motion. The motion passed unanimously.

ITEM 6 DIRECTOR'S REPORT

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

ITEM 7 MONTHLY REPORTS

Staff reviewed the monthly reports with the Airport Advisory Board.

ITEM 8 BOARD MEMBER COMMENTS

- A. Charlie Robinson –Congratulated Trego-Dugan on the Customer Cup Award they received.
- B. Ken Frey –No Comment.
- C. Marlo Miller –No comment.

- D. Darin Germann –Expressed his gratitude on behalf of the military utilizing the Garden City Regional Airport.
- E. Max Meschberger –Absent.
- E. Steve Ziegler –Absent.
- F. Jette DeSalvo –Expressed her appreciation for the invitation to the Trego-Dugan Customer Cup Award luncheon.

ITEM 9 ADJOURNMENT

Marlo Miller made a motion to adjourn. Ken Frey seconded the motion. The motion passed unanimously.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: April 19, 2016
RE: Zoo Advisory Board agenda and minutes for April 2016 meeting

ISSUE:

Presentation of the April 5, 2016 Zoo Advisory Board agenda and minutes

BACKGROUND:

Attached are the April 5, 2016 Zoo Advisory Board agenda and minutes

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
ZAB April 2016 Agenda	4/11/2016	Backup Material
ZAB April 2016 Minutes	4/11/2016	Backup Material

FINNUP CENTER FOR CONSERVATION
EDUCATION

5:00 PM, TUESDAY, APRIL 5, 2016

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

IV. NEW BUSINESS

1. Zoo Monthly Report
2. FOLRZ Report

V. OLD BUSINESS

1. Strategic Plan & Accreditation Inspection Updates
2. Monkey Business Update – ~ June 2nd – 12th

VI. BOARD MEMBER REPORTS

VII. ADJOURN

Thanks.

Kristi (276-1250)

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, April 5, 2016

Members Present: Jimmy Deal, Ryan Derstein, Tammy Rieth, Phil Sloderbeck
Members Absent: Taylor Freburg, Donna Lightner, Kathy Diehl
Others Present: Kristi Newland, Jordan Piha, Jessica Norton, Whitney Buchman

- I. The meeting was called to order
- II. Approval of Agenda –The agenda was approved.
- III. Approval of Minutes –The minutes from the March meeting were approved.
- IV. New Business
 - a. Zoo Monthly Report – A male Bactrian camel was born. The Animal Division is back to full staff with 3 recent hires. Fence work and exhibit modification is taking place at the future rhino exhibit. Docent training continues with 10 trainees. Online and on grounds Who’s Who at the Zoo posters are being developed monthly, which introduce a staff member and an animal in the zoo’s collection. Preparations are being made for a basilisk lizard exhibit in MOA. A part-time Education Aide was hired. The maintenance division made repairs to the divider between the elk/bison and pronghorn exhibits based on a preventive maintenance assessment.
 - b. FOLRZ Report – April is membership month. The Friends are sending out 500 renewal letters and utilizing a different advertising media type every week, each with a different discount code to help identify where people heard or saw the advertising. Sponsor letters for the year’s events have been sent out. The City Commission approved dates for A Wild Affair and Boo! at the Zoo. The giraffe statues originally purchased for the new giraffe deck area will be placed in the Finnup Center lobby.
- V. Old Business
 - a. Strategic Plan & Accreditation Inspection Updates – The company working with zoo staff on the Strategic Plan will visit in late April or early May for the first of 2 meetings. Zoo Advisors will focus on assessing where we are now and the opportunities and potentials for the zoo and FOLRZ going forward regarding staying relevant in the community, finances, increasing membership, etc... They will seek input from staff and community members.
The dates for the AZA Accreditation inspection are May 24, 25, and 26.
 - b. Monkey Business Update – June 2nd through the 12th – Tickets will go on sale May 2nd. Local businesses can sponsor performances. A sign up list will go out for volunteers to make desserts that will be served after each performance.
- VI. Board Member Reports – Jimmy provided the Board with details of The Leave a Legacy Run. They will request the zoo be closed to vehicle traffic for 2 to 3 hours for 10K and 5K runs, and will make a donation to the zoo.
The Zoo tour was discussed and everyone was very pleased.
- VII. The meeting was adjourned.

Next scheduled Meeting is May 3, 2016 at 5:00 p.m.