



**AGENDA
CITY COMMISSION MEETING
Tuesday, December 6, 2016
11:00 AM**

City Administrative Center, 301 N. 8th Street

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

II. Note:

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

III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

(This portion of the meeting will begin at 1:00 PM)

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

A. November 15, 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 allow the Mayor to proclaim November 21, 2016 as Cecil O'Brate Day in Garden City, Kansas.

B. The City Commission and City Manager Allen would like to take this opportunity to recognize the dedicated service of the following employees who have reached milestones in their service for the City.

For 10 years of service:

<u>Name</u>	<u>Position Title</u>	<u>Department</u>
Robert Arellano	Generation/VFD Specialist	Electric
Jason Chase	Sergeant	Police
Louis Elchuck	Grounds/Building Maintenance	Zoo
Ignacio Holguin	Substation Technician	Electric
Kristi Newland	Zoo Director	Zoo
Michael Walker	Traffic Technician I	Traffic

For 20 years of service:

<u>Name</u>	<u>Position Title</u>	<u>Department</u>
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Paul Pauley	Sergeant	Police
Amy Perkins	Systems/Utilities Manager	Service & Finance
Randy Ralston	Captain	Police
Michael Reagle	Captain	Police

VII. REPORT OF THE CITY MANAGER

- A. The Governing Body is advised that the City of Garden City was recognized as a "Be the Vision" recipient at the fifth annual Governor's Water Conference held November 14-15, 2016 in Manhattan, Kansas.
- B. The governing bodies of the four taxing entities serving Garden City are asked to review the findings of the most recent Community Housing Assessment Tool (CHAT), evaluate the suggested demand represented in the CHAT in relationship to current and completed projects, and give input regarding the continued use of the Rural Housing Incentive Districts (RHID) as a development tool.
- C. Superintendent Stewart will provide an update on the Garden City Recreation Commission.
- D. City Prosecutor Dummermuth will provide an update on the prosecution of Municipal Court cases.
- E. Presentation of the October 2016 staff report from the Garden City Regional Airport.
- F. Presentation of the October 2016 activity reports from the Garden City Police Department.
- G. Presentation of the Monthly Sales Tax Report from Service and Finance.

VIII. MEETINGS OF NOTE

- December 4, 2016 – Downtown Evening Christmas Parade, Main Street at 6:00 p.m.
- December 5, 2016 – 2016 Annual Finney County Historical Society Commissioner Chili Luncheon, at 12:00 p.m. at the Finney County Historical Museum
- December 10, 2016 – Tails in Tinseltown at the Finnup Center for Conservation Education from 9:00 a.m. – noon
- December 10, 2016 – Tuba Christmas, Main Street from 3:00 p.m. – 5:00 p.m.
- December 16, 2016 – Mayor's Christmas Party at Samy's Steakhouse at 6:30 p.m.
- January 23, 2017 – Southwest Kansas Chambers of Commerce "SW Kansas Night Out in Topeka" from 5:30 – 7:30 p.m.

IX. CONSIDERATION OF APPROPRIATION ORDINANCE

- A. Appropriation Ordinance No. 2424-2016A

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

- A. The Governing Body is asked to consider and approve an Ordinance authorizing several water system improvements.
 1. Ordinance No. _____-2016 an ordinance of the City of Garden City, Kansas authorizing the City to make improvements to its public water system and authorizing the City to issue General Obligation Bonds to pay costs of such improvements.
- B. The Governing Body is asked to consider and approve a resolution declaring the boundary of the City as of January 1, 2017.

1. Resolution No. _____-2016, a resolution declaring the boundaries of the City of Garden City Kansas as of the 1st day of January 2017.
- C. The Governing Body is asked to consider a resolution establishing a date and time for a public hearing for the Prairie View Acres Rural Housing Incentive District.
1. Resolution No. _____-2016, a resolution of the Governing Body of the City of Garden City, Kansas determining that the City is considering establishing a Rural Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such proposed district; establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing. (Prairie View Acres project)
- D. The Governing Body is asked to consider the comprehensive plan amendment and the rezoning of 1913 Old Lovers Lane from “C-2” General Commercial District to “R-3” Multiple Family Residential District.
1. Ordinance No. _____-2016, an ordinance approving the rezoning of land from “C-2” General Commercial District to “R-3” Multiple Family Residential District; amending the Zoning Ordinance, the Comprehensive Plan of the City, and the District Zoning Map of the City; repealing the current Zoning Ordinance, Comprehensive Plan, and District Zoning Map; all to the Code of Ordinances of the City of Garden City, Kansas.
- E. Resolution No. _____-2016, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the city of Garden City, Kansas, pursuant to section 38-63 of the code of ordinances of the City of Garden City, Kansas. (903 Inge Avenue - White, Black, Tan, and Red classic cars; 307 Chestnut Street - Blue car)
- F. Resolution No. _____-2016, a resolution authorizing the removal of nuisance conditions from the property listed below in the City of Garden City, Kansas, pursuant to section 38-139 of the code of ordinances of the City of Garden City, Kansas. (2504 Main Street)

XI. OLD BUSINESS

- A. The Governing Body is asked to consider and approve the Transportation Alternative Project Agreement between the State and the City for the Pioneer Trail between Campus Drive and Third Street.

XII. NEW BUSINESS

- A. City Manager Allen will provide an update on the STAR Bond project. The Governing Body is asked to provide staff direction on either asking the State of Kansas for an extension to the 2 year period following the establishment of a district to approve a STAR Bond project, or to let the STAR Bond district in its current form expire.
- B. The Governing Body is asked to consider and approve a Real Estate Purchase Agreement between the City and Garden City Industrial Park, LLC (GCIP) for the Swift Beef property.
- C. The Governing Body is asked to consider and approve an amended agreement to the lease between the Garden City Recreation Commission and Stone Development, Inc. for CORE Fitness.
- D. The Governing Body is asked to consider and approve the 2017 Property & Liability Insurance renewal for the City of Garden City.
- E. The Governing Body is asked to consider appointing four members to the Airport Advisory Board.

- F. The Governing Body is asked to consider appointing two members to the Golf Advisory Board.
- G. The Governing Body is asked to consider appointing two members to the Police/Citizens Advisory Board.
- H. The Governing Body is asked to consider appointing three members to the Cultural Relations Board.

I. ***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. The Governing Body is asked to consider and approve the Addendum to Lease Agreement between the City of Garden City and Poky Feeders, Inc., for lease of hangar space located at Garden City Regional Airport.
2. The Governing Body is asked to consider and approve indigent defense agreements authorizing the current court-appointed attorneys of the Garden City Municipal Court to continue their legal representation of indigent defendants.
3. The Governing Body is asked to consider and approve two Amendment and Partial Release of Easements with WGP, KHC, LLC, related to the gas line relocation at the Transload Facility.
4. The Governing Body is asked to consider and approve a Facility Use Agreement between the City of Garden City and Pecos League for Professional Baseball Clubs, LLC for the use of Clint Lightner Stadium.
5. The Governing Body is asked to consider and approve the Contractor licenses for December 6, 2016.
6. The Governing Body is asked to consider and approve the Cereal Malt Beverage, Pawnbroker, and Precious Metal Dealer licenses for December 6, 2016.

XIII. CITY COMMISSION REPORTS

A. Commissioner Dale

B. Commissioner Doll

C. Mayor Law

D. Commissioner Fankhauser

E. Commissioner Cessna

XIV. OTHER ENTITIES

- A. Presentation of the November 15, 2016 minutes for the Police/Citizens Advisory Board meeting.
- B. Presentation of the November 1, 2016 Garden City Recreation Commission minutes.

XV. ADJOURN

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
November 15, 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, November 15, 2016 with all members present except Mayor Law. Commissioner Cessna opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

The Garden City Police Department and the Governing Body recognized the participants who completed the Fall 2016 Citizens Police Academy. The participants are as follows:

Eagaly Diaz	David Duran	Amy Ortiz
Andrew Hawkins	Shirley Wheeler	Alisha Wehkamp
Chris Sondergaard		

Staff provided several items of information for Governing Body review including the following: from Neighborhood & Development Services Director the monthly building reports for September and October, from Cemetery Director Stevenson the monthly revenue report and burial chart, from Finance Director Hitz the monthly financials, and from Zoo Director Newland the monthly staff report

Meetings of note:

- November 12, 2016 – Veterans Day Parade, Main Street from 10:00 a.m. - 11:00 a.m., fireworks at 6:45 p.m.
- November 16, 2016 – Garden City Area Chamber of Commerce breakfast at the Golf Club at Southwind – 7:10 a.m.
- November 17, 2016 – Garden City Area Chamber of Commerce 2016 Crystal Apple Awards at Clarion Inn Ballroom – 6:30 p.m.
- November 26, 2016 – Downtown Holiday Open Houses
- November 26, 2016 – Downtown Tree Lighting Ceremony at Stevens Park - 6:00 p.m.
- December 4, 2016 – Downtown Evening Christmas Parade, Main Street - 6:00 p.m.
- December 10, 2016 – Tuba Christmas, Grant Avenue from 3:00 p.m. - 5:00 p.m.
- December 16, 2016 - Mayor's Christmas Party at Samy's Steakhouse at 6:30 p.m.

Appropriation Ordinance No. 2423-2016A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,129,583.94 was read and considered section by section. Commissioner Cessna moved to approve and pass Appropriation Ordinance No. 2423-2016A. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

The Governing Body considered a request for annexation from Garden City Industrial Park, LLC (GCIP).

Ordinance No. 2748-2016, “AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(a)(7)” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2748-2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

The Governing Body considered a rezoning ordinance for 2827, 2823, 2814 El Dorado Pl., from “R-3” Multiple Family Residential to “R-C” Condominium Townhouse District.

Ordinance No. 2749-2016, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “R-3” MULTIPLE FAMILY RESIDENTIAL DISTRICT TO “R-C” CONDOMINIUM TOWNHOUSE DISTRICT; AMENDING THE ZONING ORDINANCE AND THE DISTRICT ZONING MAP OF THE CITY; REPEALING THE CURRENT ZONING ORDINANCE AND DISTRICT ZONING MAP; 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. 2749-2016. 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	Absent

The Governing Body considered an ordinance to update the official zoning map of the City of Garden City.

Ordinance No. 2750-2016, “AN ORDINANCE AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GARDEN CITY, KANSAS; REPEALING THE CURRENT DISTRICT ZONING MAP OF THE CITY; 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. 2750-2016. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

At 1:30 p.m., Vice Mayor Dale opened the public hearing for the purpose of the Governing Body hearing and answering concerns, questions and/or objections of taxpayers relating to the proposed amendment to the 2016 City of Garden City budget for the following funds: TIF/RHID/CID, Capital Improvement Reserve, Finnup Trust, 12-6a13 Revolving, Special Recreation & Parks, and Airport Improvement.

There being no comments from the public, the Vice Mayor closed the public hearing.

Commissioner Cessna moved to approve the Certificate of Amendment of the 2016 Budget. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Commissioner Fankhauser stepped down from the bench citing a conflict of interest.

Commissioner Cessna moved to approve the distribution of the Downtown Development Fund for 515 N. 8th Street and Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Abstained	Absent

Commissioner Fankhauser returned to his seat at the bench.

Commissioner Cessna moved to approve the use of temporary financing for Water System Improvements to allow construction to begin on multiple projects in the spring of 2017. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna Dale Doll Fankhauser Law
 Yea Yea Yea Yea Absent

Commissioner Cessna moved to approve the Task Order Number 5 between the City of Garden City and HNTB for design and bidding services for the Terminal Apron Rehabilitation project at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-39). Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna Dale Doll Fankhauser Law
 Yea Yea Yea Yea Absent

Commissioner Fankhauser moved to approve to appoint Steve Jones to fill a vacant seat on the Police/Citizens Advisory Board as the social services representative through December 2019. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna Dale Doll Fankhauser Law
 Yea Yea Yea Yea Absent

Commissioner Cessna moved to approve the following:

1. The Governing Body approved an agreement between the City and Mayer Specialty Services, L.L.C. to perform emergency repairs to the main lift station at the Waste Water Treatment Plant. Cost of the project is \$39,900.00.
2. The Governing Body accepted the low bid from Schulte Supply Inc. for a valve turning maintenance trailer for the Water Division.

BIDDERS	COST	LESS GOV'T DISCOUNT	TOTAL CITY COST	DELIVERY DATE	EXCEPTIONS & COMMENTS
Schulte Supply Inc. John Rupert	\$73,995.00		\$73,995.00	8 weeks	
Hurco Technologies, Inc. Beckie Hurley	NO BID REC'D		NO BID REC'D	NO BID REC'D	NO BID REC'D
VacTron Equipment LLC Kevin Showley	NO BID REC'D		NO BID REC'D	NO BID REC'D	NO BID REC'D

3. The Governing Body approved the low vehicle bids from Burtis Motor Company for six police purpose vehicles and one sport utility vehicle.

2017 Police Sport Utility Vehicle

VENDOR	LOCATION OF VENDOR	NET COST to CITY (PER VEHICLE)	DELIVERY TIME	EXCEPTIONS & COMMENTS
Burtis Motor Company	Garden City, KS	\$30,545	8-10 Weeks	Lowest Bid
Lewis Ford	Dodge City, KS	NO BID REC'D	NO BID REC'D	NO BID REC'D
Mel Hamilton Ford	Wichita, KS	NO BID REC'D	NO BID REC'D	NO BID REC'D
Olathe Ford	Olathe, KS	NO BID REC'D	NO BID REC'D	NO BID REC'D
KHP Partners / GSA Auto	Internet	\$33,412.82	Unknown	

2017 Sport Utility Vehicle

VENDOR	LOCATION OF VENDOR	NET COST to CITY (PER VEHICLE)	DELIVERY TIME	EXCEPTIONS & COMMENTS
Burtis Motor Company	Garden City, KS	\$33,646	8-10 Weeks	Lowest Bid
Lewis Ford	Dodge City, KS	NO BID REC'D	NO BID REC'D	NO BID REC'D
Legacy Auto Group	Garden City, KS	NO BID REC'D	NO BID REC'D	NO BID REC'D
Western Motors	Garden City, KS	\$43,900	6-8 Weeks	

4. The Governing Body approved the low crack sealing bid received from B & H Paving, Inc. in the amount of \$168,360.00 for 183,000 pounds of crack filler for the 2017 Street Sealing Maintenance Project, Cycle 4.
5. The Governing Body approved a Purchase Agreement with Jesse and Mary Doll for the property at 1904 Crestway.
6. Permission for Scott and/or LaReita Berry to reserve Space 5, Lot 75, Zone J of Valley View Cemetery for the consideration of \$50 for the period of one year.

Permission for Ema Rosa Ibon to reserve Space 3, Lot 36, Zone J of Valley View Cemetery for the consideration of \$50 for the period of one year.

7. Quit Claim Deed from Carolyn R. Manske transferring Space 1, Lot 106, Zone H, of Valley View Cemetery to Jesse and/or Beatrice Ledesma.

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Commissioner Cessna moved that the City Commission go into executive session pursuant to K.S.A. 75-4319(b)(2) for 30 minutes for the purpose of consultation with City legal counsel on matters which are privileged in the attorney/client relationship which if discussed in open session would waive that privilege and that the City Commission reconvene into open session in the City Commission Chambers at 2:15 p.m. with City Manager Allen, Assistant City Manager Cunningham and City Attorney Grisell. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

At the expiration of the designated time, and in open session, Commissioner Cessna moved to extend the executive session for 10 minutes or until 2:25 p.m. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

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

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

Melvin Dale, Vice Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Fankhauser congratulated the 2016 Police Citizens Academy graduates and thanked them for getting to know what our Police Department does on a daily basis. Commissioner Fankhauser stated the Airport True Market Study was interesting and it sounds like Garden City Regional Airport is doing a great job.

Commissioner Cessna congratulated the 2016 Police Citizens Academy graduates. Commissioner Cessna commented that the Police Citizen Academy is a great program to both show the transparency and gives the public a picture of what the Police Officers go through but it's also a great communication tool.

Commissioner Dale congratulated the 2016 Police Citizens Academy graduates and was pleased to hear the comments from the graduates. Commissioner Dale stated he attended the Veterans Day parade and was pleased to see it was a great turnout with at least a half a dozen World War II veterans in attendance. Commissioner Dale thanked the troops serving today and that have served in the past.

Commissioner Doll congratulated the 2016 Police Citizens Academy graduates. Commissioner Doll stated she was very interested in the Airport True Market Study and is excited for the future of the Garden City Regional Airport.

Mayor Law was absent.

Petitions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: December 6, 2016
RE: Cecil O'Brate Proclamation

ISSUE:

The Governing Body is asked to consider and allow the Mayor to proclaim November 21, 2016 as Cecil O'Brate Day in Garden City, Kansas.

BACKGROUND:

None.

ALTERNATIVES:

1. Approve the proclamation as presented.
2. Do not approve the proclamation.

RECOMMENDATION:

Staff recommends approval of the proclamation.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Cecil O'Brate proclamation	11/29/2016	Backup Material

PROCLAMATION

WHEREAS, Cecil O'Brate is a long-standing and successful businessman in our community and has exercised entrepreneurship to help develop several new business ventures; and

WHEREAS, Mr. O'Brate and his wife, Frances, have generously invested in the future of our community, state and country through the creation of the Cecil and Frances O'Brate Foundation, which improves opportunities for disadvantaged youth in Kansas by assisting with emergency needs, providing educational scholarships to deserving youth, and addressing specific stumbling blocks lying in their path on the road to success; and

WHEREAS, Mr. O'Brate has been instrumental in establishing and preserving a strong Youth Entrepreneurs presence in Southwest Kansas that provides students with values-based entrepreneurial experiences and education that not only instill practical knowledge but also inspire them to prosper; and

WHEREAS, November 21, 2016 marks Mr. O'Brate's 88th birthday; and

WHEREAS, The Finney County Commission and Garden City Commission wish continued health and success to Mr. O'Brate.

NOW, THEREFORE, we, Dave Jones, Chairman of the Finney County Commission, and Chris Law, Mayor of the City of Garden City, jointly proclaim November 21, 2016 as

Cecil O'Brate Day

in Garden City, Finney County, Kansas and urge all citizens to acknowledge and express their sincere appreciation and thanks for his service to this community, and wish him a happy 88th birthday.

SIGNED AND SEALED this 21st day of November 2016.

Dave Jones, *Chairman*

ATTEST:

Elsa Ulrich, County Clerk

Chris Law, *Mayor*

ATTEST:

Celyn Hurtado, City Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Allie Medina, Human Resources Director
DATE: December 6, 2016
RE: City of Garden City Service Awards

ISSUE:

The City Commission and City Manager Allen would like to take this opportunity to recognize the dedicated service of the following employees who have reached milestones in their service for the City.

For 10 years of service:

<u>Name</u>	<u>Position Title</u>	<u>Department</u>
Robert Arellano	Generation/VFD Specialist	Electric
Jason Chase	Sergeant	Police
Louis Elchuck	Grounds/Building Maintenance	Zoo
Ignacio Holguin	Substation Technician	Electric
Kristi Newland	Zoo Director	Zoo
Michael Walker	Traffic Technician I	Traffic

For 20 years of service:

<u>Name</u>	<u>Position Title</u>	<u>Department</u>
Paul Pauley	Sergeant	Police
Amy Perkins	Systems/Utilities Manager	Service & Finance
Randy Ralston	Captain	Police
Michael Reagle	Captain	Police

BACKGROUND:

Each year, the City of Garden City recognizes employees that reach milestone years of service within the organization. The City employees are the greatest asset to the organization and their dedicated service provides the community with valuable services each year.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

Report of the City Manager



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: December 6, 2016
RE: Kansas Water Office "Be the Vision" Recipients Honored

ISSUE:

The Governing Body is advised that the City of Garden City was recognized as a "Be the Vision" recipient at the fifth annual Governor's Water Conference held November 14-15, 2016 in Manhattan, Kansas.

BACKGROUND:

In 2013 Governor Sam Brownback charged his administration, through the leadership of the Kansas Water Office, to develop "A Long-Term Vision for the Future of Water Supply in Kansas". In order to recognize the efforts of the many individuals, industries, and entities within the State of Kansas that strive to "Be the Vision", a recognition presentation was given at the annual Governor's Water Conference.

This year the City of Garden City was recognized for its efforts to expand reuse of effluent water through the City's agreement with Meadowlark Dairy Nutrition, LLC. The City was also recognized for obtaining a grant from the Bureau of Reclamation to develop a sub-surface irrigation project at Clint Lightner Field that will have water conservation benefits and help the City determine the feasibility of large-scale effluent irrigation projects.

These projects will offset the consumption of our potable water supply while maintaining the aesthetic beauty that is important to the citizens of Garden City.

ALTERNATIVES:

This memo is provided for informational purposes only.

RECOMMENDATION:

This memo is provided for informational purposes only.

FISCAL NOTE:

This memo is provided for informational purposes only.

ATTACHMENTS:

Description	Upload Date	Type
Kansas Water Office Press Release	11/29/2016	Exhibit



FOR IMMEDIATE RELEASE:

November 22, 2016

Contact: Katie Patterson-Ingels, 785-296-3185
katie.ingels@kwo.ks.gov

‘Be the Vision’ Recipients Honored

The fifth annual Governor’s Water Conference was held November 14-15, 2016 at the Hilton Garden Inn & Conference Center in Manhattan, Kansas.

This year’s ‘Be the Vision’ award recipients were honored for taking extraordinary measures to conserve, reuse or adopt better practices to help ensure the future of our state’s water resources. This year’s recipients were David Royer with Delaware WRAPS Streambank Stabilization, the city of Garden City represented by Fred Jones, Tom Willis-T&O Water Technology Farm and Spirit AeroSystems.

“There are many individuals, cities and industries taking extraordinary measures to conserve, reuse or adopt better practices to help ensure the future of our state’s water resources,” said Tracy Streeter, director of the Kansas Water Office. “Be the Vision’ recognizes these Kansans for demonstrating the strategies included in the Vision, who believe in doing more and leading by example.”

Streambank stabilization is vital to solving sedimentation issues and David Royer’s sites were top priority within the Watershed Restoration and Protection Strategy (WRAPS) projects to be constructed along the Delaware River. David’s advocacy has led many others to utilize the WRAPS program as well to reduce sediment and nutrients going into the lake and reservoir.

“I had already replaced a levee twice based on the river moving and as the river moved, my property line continued to move. Each year more and more of my farm ground was ending up in Perry Lake,” Royer said. “These are relatively low investments for what you get back and I am glad to be an advocate for how successful these projects are. Simply put, they work.”

David now serves on the Delaware River WRAPS Stakeholder Leadership Team, making a big impact in the watershed by hosting many watershed, legislative and forestry tours on his property and helping others to implement these practices on their farms located above the reservoirs.

As important as streambank projects are in the east, Water Technology Farms are a Vision action item that plays a key role in the Ogallala region demonstrating more can be done with less water.

“Throughout the public input process of the *Kansas Water Vision*, producers shared due to the diversity of the state, strategies and tools would not produce the same results everywhere,” said Streeter. “The team believed demonstration farms featuring the latest developed technology for water conservation was the best way to test the tools in each region that had different soil types and water conditions.”

Three Water Technology Farms were created in 2016: ILS/WaterPACK- south of Larned, Duane Roth/Garden City Company-west of Garden City and T&O Farms, LLC in Finney County. The first and largest to be developed for the

2016 growing season was T & O Farms owned by Tom Willis. To realize the full potential of coupling water saving strategies, Tom chose his farm to also be a Water Conservation Area which allows additional reduction in water withdrawals while maintaining economic value through water right technology.

“I want to prove the concept that we can conserve water and still achieve profitable yields using the technologies we are pioneering on my farm. I was able to shut my water off before others because of the technologies being used,” Willis said. “Secondly I have a son who is returning home to farm after serving our country. Hopefully, these technologies will help extend the life of the aquifer so he and others of his generation can continue to irrigate and farm profitably in southwest Kansas for years to come.”

Another recipient over the Ogallala who is working to address water issues through locally driven solutions is the city of Garden City under the direction of Water Resource Manager Fred Jones. In terms of water management, the Vision worked to create a platform of flexibility and resource availability for local water management. Under the direction of Jones the city has taken the local management of their resource to the next level in terms of water conservation and additional sources of supply as well as residential water use reduction strategies.

“We have worked with community partners to encourage water reuse for agricultural and industrial purposes and in 2015, the City of Garden City committed to use treated effluent from the Dairy Farmers of America milk drying plant currently under construction in Garden City,” Jones said. “The City expects to receive nearly one million gallons of treated effluent water daily that is removed from the milk at the plant. We are actively developing a water reuse master plan to implement a reuse strategy that will benefit the community by identifying opportunities to offset potable water consumption through municipal and industrial use partnerships.”

In addition Garden City is also working to educate citizens about water use through Advanced Metering Infrastructure (AMI), Geographic Information Systems (GIS), and statistical analysis. They will provide reports to customers that will inform them of their water consumption history and compare their consumption to peer properties. The information will provide estimates of water and money saved via water conservation tips.

Also honored at the Conference was Spirit AeroSystems for their collaboration with the City of Wichita to build a three-mile dedicated pipeline connecting the company’s manufacturing operations to a city water treatment facility. It will allow Spirit to purchase recycled water directly from the city to help the company run its factory more efficiently and help the community achieve its water conservation goals for long-term stability, without raising rates for other water customers.

“The new pipeline will allow Spirit to decrease its potable water usage by 70 percent as the company purchases up to 500 million gallons of recycled water each year from the city,” said Sam Marnick, Spirit AeroSystems executive vice president and chief administration officer. “Prior to this project, Spirit recycled about two million gallons of water per day using its internal reverse osmosis system but we wanted to do even more. Thanks to the partnership with Wichita Mayor Jeff Longwell and the city, the new pipeline will allow Spirit to use on average more than three million gallons of recycled water each day.”

There were more than 550 attendees at the conference last week. The first day highlighted the *Kansas Water Vision* implementation to date, focused on the value of water and action items needed to help solve Kansas’ complex water issues. Speakers were featured from all over the nation and day two highlighted the latest policy and research developments of water issues in Kansas.

To view the entire agenda of the conference visit: www.kwo.org.

The Governor’s Conference on the Future of Water in Kansas is hosted by the KWO, K-State /Kansas Water Resource Institute and the Kansas Geological Survey/KU. Major sponsors for the event include Black & Veatch, Burns & McDonnell and Great Lakes Dredge & Dock.

###

As the state’s water office, KWO conducts water planning, policy coordination and water marketing as well as facilitates public input throughout the state.

The agency prepares the KANSAS WATER PLAN, a plan for water resources development, management and conservation. KWO also reviews all water laws and makes recommendations to the Governor and Legislature for needed legislation.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: December 6, 2016
RE: Annual update to the four taxing entities serving Garden City regarding housing and the use of Rural Housing Incentive Districts

ISSUE:

The governing bodies of the four taxing entities serving Garden City are asked to review the findings of the most recent Community Housing Assessment Tool (CHAT), evaluate the suggested demand represented in the CHAT in relationship to current and completed projects, and give input regarding the continued use of the Rural Housing Incentive Districts (RHID) as a development tool.

BACKGROUND:

As 2016 comes to a close, City of Garden City staff is presenting up-to-date community housing statistics to the four taxing entities that serve Garden City. This report documents demand for housing as defined by a third party in the most recent Community Housing Assessment Tool (CHAT), details housing development that occurred this year, and forecasts development for the foreseeable future based on existing and known new developments.

Addressing the housing shortage was the top priority identified in 2008 by the elected officials of all the taxing entities in Finney County. Since that time, there has been considerable effort to meet the documented demand. There is some evidence of keeping pace with annual demand but not much of an impact in the initial defined housing gap.

The most productive tool that has been adopted and used to help meet our needs is the Rural Housing Incentive District (RHID). This program has been used in all newly developed subdivisions inside the City. Staff believes it is crucial in our efforts to increase our housing stock and satisfy the ongoing housing need in Garden City. Nonetheless, when our partner entities agreed to use the tool we also agreed to annually evaluate supply and demand and indicate our collective interest in keeping the tool in play. In other words, there is no request or intention of RHID always being a tool for residential development in Garden City.

The CAOs of all four taxing entities and the Neighborhood & Development Services staff of the City/County have reviewed the attached reports regarding the progress of our current RHIDs and the prospects for future housing as well. We agree the relationship between supply and demand remains consistent as we look to our actual needs one to two years out in overall owner-occupied housing and overall rental housing. That would suggest that, provided there is no policy position change among the four governing bodies on this topic, Neighborhood & Development Services would continue to indicate the availability of the RHID tool to potential developers. Please note, the statutory process for approving individual RHIDs provides for a period in which a taxing entity could

protest the use of the tool and remove the use of the tool on a project in its entirety.

The following is background on the Rural Housing Incentive District (RHID) tool:

RHID helps developers pay for infrastructure costs of their development by rebating a portion of the property taxes over 15 years. With an RHID in place, the amount of money each taxing entity receives from property tax revenue will remain the same, as if the land was never developed. Although property tax will increase on the developed land, the developers will receive that incremental tax in the form of a rebate of certain eligible expense, not the City, for 15 years. However, once the 15 years are up (or the list of eligible expenses is exhausted), each taxing entity will receive the full amount of the property tax generated by the new construction.

ALTERNATIVES:

1. Continue to promote to developers the availability of RHIDs, subject to the statutory process for application, consideration, approval and protest period.
2. Oppose the continued use of the same.
3. Establish a new, jointly-held policy position regarding housing development among the four taxing entities serving Garden City.
4. Vary among the four taxing entities serving Garden City in our policy positions regarding housing development.

RECOMMENDATION:

No action is necessary at this time.

FISCAL NOTE:

There is no cost to the taxing entities for participate in the RHID program. Each entity will continue to receive property tax revenue on RHID developed property at the same rate it was before it was developed. After 15 years or the repayment of all eligible expenses (whichever comes first), all taxing entities will receive the full property tax revenue for each RHID parcel.

Staff Reports



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: James R. Dummermuth, City Prosecutor
DATE: December 6, 2016
RE: 12-06-16 City Prosecutor Report

ISSUE:

City Prosecutor Dummermuth will provide an update on the prosecution of Municipal Court cases.

BACKGROUND:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
City Manager Presentation - Prosecution	12/1/2016	Backup Material

Prosecution Department

City Manager Presentation

Options

- Informed Decision
- Accommodation
- Time to retain
- Appointed Counsel
- One-on-one negotiations
 - Avg. 25 each Wednesday
- 3,500 projected cases for 2016

Language	Phone Interpreters
Burmese	10
Somali	8
Karen	7
Arabic	2
Laotian	2
Tagrinyan	2
French Creole	1
Mandarin	1

Language	Hours
Spanish	420

Pro Se Caseload

- March 30, 2016 to November 9, 2016:
 - 985 cases set for court
 - 867 cases were pro se
 - 88% of total

Criminal Caseload

Case Type	Cases	Percentage Pro Se
Marijuana	78 (8%)	83%
Domestic Battery	74 (8%)	74%
Theft	69 (7%)	94%
DUI	54 (5%)	65%
Simple Battery	30 (3%)	73%

Driver's License Cases

- Most Common
 - Juveniles
 - Suspended licenses
 - Renewals
 - Foreign nationals
 - Refugees
- 330 court cases set for court
 - 34% of total
 - 93% were pro se

Solving the Problem

- Licensing
 - Certified Driving Record walkthroughs
 - Necessary steps
 - Immigration processing
 - Testing difficulties
 - Parents
 - Monitor progress
- General
 - 206 appointments scheduled between City Prosecutor and Victim Advocate
 - Three pro se trials for 2016

Collisions

- 74 cases set for court
 - 8% of total
 - 95% were pro se
- Insurance Companies
- Owners
- \$17,715 recovered in 2016
- Alternative to Small Claims

Case Type	Accidents
2015	721
2014	697
2013	681
2012	666
2011	730
2010	748

Resolution

- Most resolved by plea agreement
- January 5, 2016 to November 8, 2016:
 - 19 trials

Case Type	Cases
License	6
Domestic Battery	3
DUI	3
Obstruction	3
Traffic	2
Collision	1
Theft	1

Kansas Court of Appeals

- Charges:
 - Speeding and No Valid Driver's License
- Case History
 - 1. Municipal Court: Found Guilty
 - 2. District Court: Found Guilty
 - 3. Court of Appeals: Appeal Pending

Paperless Transition

- June 2016
- Technology updates
- OneJustice houses the entire prosecution file
- Pros
 - Efficient
 - Stress Reduction
- Cons
 - No Room for Error
 - Out of Sight, Out of Mind

Workflow Management

- Trello
 - Web-based project management application
 - Kanban Paradigm (boards, lists, cards)

Docket Tasks

The image shows a screenshot of a Trello board with a green background. The board is organized into several columns, each representing a different category of legal tasks. The columns are:

- ry [To Do]**: Contains several cards with dates ranging from 11/16/16 to 11/28/16.
- Motion to Reinstate - Order [To Do]**: Contains several cards with dates ranging from 10/31/16 to 11/28/16.
- Motion Reinstate - Withdraw [To Do]**: Currently empty, with an "Add a card..." button.
- Restitution [To Do]**: Contains several cards with dates ranging from 12/7/16 to 01/09/17.
- Victim Letter [To Do]**: Currently empty, with an "Add a card..." button.
- Victim Noti**: Partially visible on the right edge, containing several cards with dates ranging from 11/05/16 to 11/15/16.

The browser's address bar and tabs are visible at the top, showing various legal and administrative websites like GC Code, Judicial Council, Westlaw, Ch 12, Ch 22, KDOR, L3, Sherlock8080, GIS, GCPD Shared Calendar, eFlex Portal, DUT Manual, Evernote, and Attorney Directory. The Trello logo is also visible in the top right corner of the board area.

Task Breakdown

- Mid-September to Mid-November:

Task	Per Period	2016 Estimate	Per Week
Journal Entries	120	720	14
Restitution	24	144	3
Amendments	46	276	6
Discovery	37	222	5
Motions	31	186	4

Trial Preparation

The screenshot shows a Trello board with five columns representing different stages of trial preparation. The board is titled "Trial Preparation" and is set against a blue background. The browser's address bar and various open tabs are visible at the top.

- Ready to Go:** Contains one card with a date of 11/08/16 and a description "(BW) dws 2nd".
- Rescheduled (Need Re-Prepped):** Contains multiple cards with dates ranging from 11/08/16 to 01/10/17 and various case descriptions like "dui", "adj/disp", "dul/mj", and "dwb/battery leo/interference".
- OLD - Prepped:** Contains cards with dates from 11/15 to 12/06 and descriptions such as "interference/dws/del reflectors", "batt/crim", "DWS", "COTT - batt", and "dui".
- Trial Over:** Contains cards with dates from 10/04/16 to 11/29 and descriptions like "theft", "adj/disp", "dws 5th", "dws 4th", "ft", "bond viol", "dwb", "interference", "adj/disp 2013 case", and "adj/disp 2014 case".
- Not Going/Did Not Go:** Contains cards with dates from 11/08/16 to 12/13 and descriptions like "dui", "dwb", "Dul", "Doc Bite", "duid", and "2".

Closer Look

The screenshot displays a Trello card in a detailed view. The card title is "(12/20) [redacted] dws 4th/HV [redacted]" and it is located in the list "Loree's List (Prepped by Jimmy)". The card is marked as 100% complete with a green progress bar. The checklist items are:

- Trial Prep (Witnesses) [Hide completed items](#) [Delete...](#)
 - [redacted] (invited)
 - You have unsaved edits on this field. [View edits](#) - [Discard](#)
 - Add an item...
- Trial Prep (Documents) [Hide completed items](#) [Delete...](#)
 - Prior [redacted] (requested/received/discovery)
 - Prior [redacted] (requested/received/discovery)
 - Prior [redacted] (requested/received/discovery)
 - Add an item...
- Trial Prep (Evidence) [Hide completed items](#) [Delete...](#)
 - None
 - Add an item...
- Trial Prep (Loree To-Do) [Hide completed items](#) [Delete...](#)
 - Send entire CDR (with documents) as supplemental discovery
 - Add an item...
- Jimmy To-Do (Disregard) [Hide completed items](#) [Delete...](#)
 - Print CDR exhibit
 - Add an item...

On the right side of the card view, there are several action buttons: Add (Members, Labels, Checklist, Due Date, Attachment), Actions (Move, Copy, Subscribe, Vote, Archive), and a "Share and more..." link. The background shows a browser window with tabs for "GC Code", "Judicial Council", "Westlaw", "Ch 12", "Ch 22", "KDOR", "Sherlock8080", "GIS", "GCPD Shared Calendar", "eFlex Portal", "DUI Manual", "Evernote", and "Attorney Directory". The Trello board's sidebar is visible, showing other cards in lists like "Ready to Go" and "Not Going/Did Not Go".

Subpoenas

The screenshot shows a Trello board for managing subpoenas. The board is organized into four columns representing different stages of the subpoena process. Each card in the columns contains a date and a name, with some cards having red warning icons and comment counts.

To be Served	Served (Waiting for Trial)	Cannot Locate	Trial Date Passed (Already Served)
(12/15) [Red Warning] 1	11/22/16	11/1/16	11/15/16 (by mail)
(12/13) [Red Warning] 1	11/22/16	11/8/16 2	(11/15)
(01/10)	(12/20) 1	(11/29)	(11/29)
(01/2)	(12/20)	(11/29)	11/15/16
(01/24)	(11/29) [Red Warning] 1	(11/29) [Red Warning] 2 1	(11/15)
(1/10) [Red Warning] 1	11/22/16	Add a card...	11/15/16
Add a card...	11/22/16		11/15/16
	11/22/16		(11/15)
	12/13/16		10/18/16 [Red Warning] 17 2
	12/13/16		10/18/16 2
	12/13/16		11/1/16
	12/27/16		11/1/16 (EMS) 1
	Add a card...		11/1/16
			11/1/16 1
			11/1/16
			Add a card...

OR Bond Policy

- 6 hour holds for under the influence or dangerous
- No Contact Conditions for Person Crimes
- 8 Bond Revocations since September 14, 2016
- Influx of contact

Bench Warrants

- Approximately 360 bench warrants issued from January to November
- Bailiff Involvement
 - Citations for Failure to Appear
 - Sentence: \$290, no jail
 - 213 citations from January to November

Moving Forward

- Integration with GCMC
- Individual Case Tracking
- Further Bench Warrant Study

Thank you

- James Dummermuth, City Prosecutor
- Cynthia Beltran, Victim Advocate and Paralegal
- Loree Lopez, Office Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: December 6, 2016
RE: October Airport Report

ISSUE:

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

BACKGROUND:

Attached is the airport staff report for October 2016.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

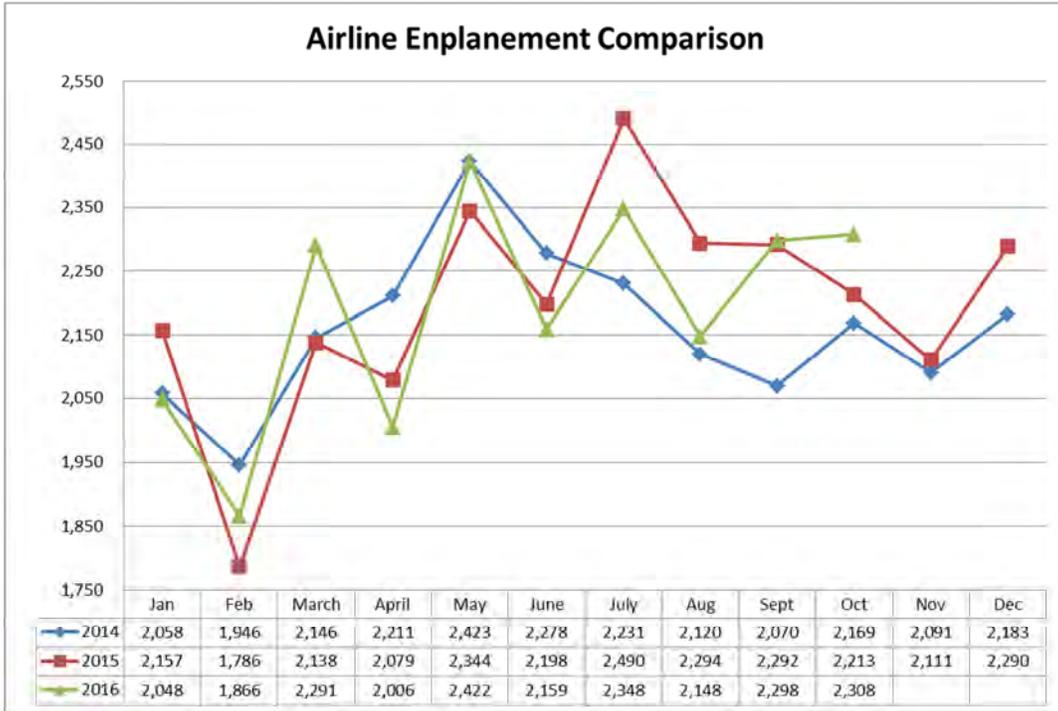
FISCAL NOTE:

None.

ATTACHMENTS:

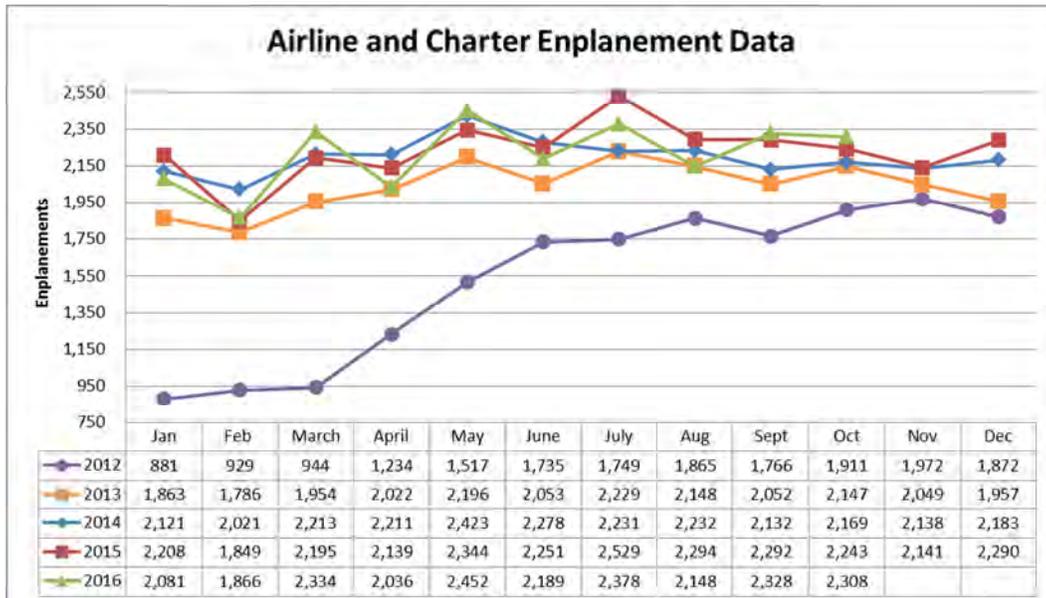
Description	Upload Date	Type
October Airport Report	11/21/2016	Backup Material

GARDEN CITY REGIONAL AIRPORT MONTHLY REPORTS



January - October Comparison

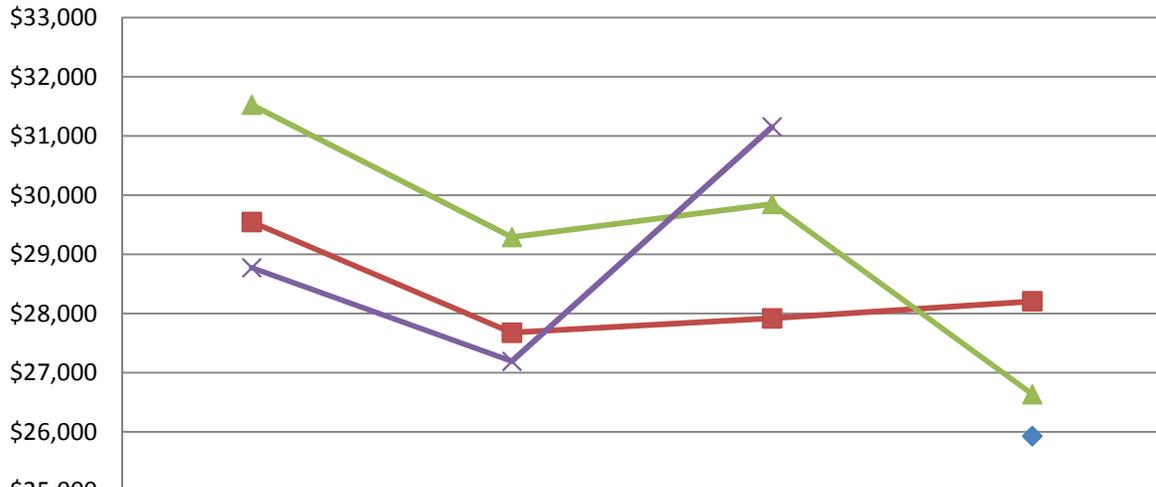
	2014	2015	2016
TOTAL	21,652	21,991	21,924



Total Enplanements

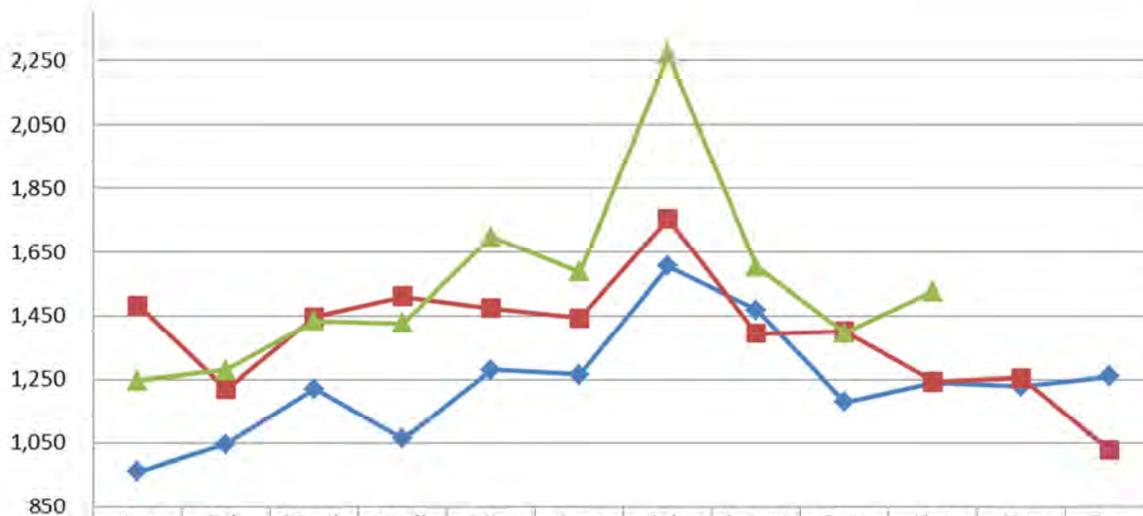
	2012	2013	2014	2015	2016
TOTAL	18,375	24,456	26,428	27,152	22,120

Quarterly PFC Report



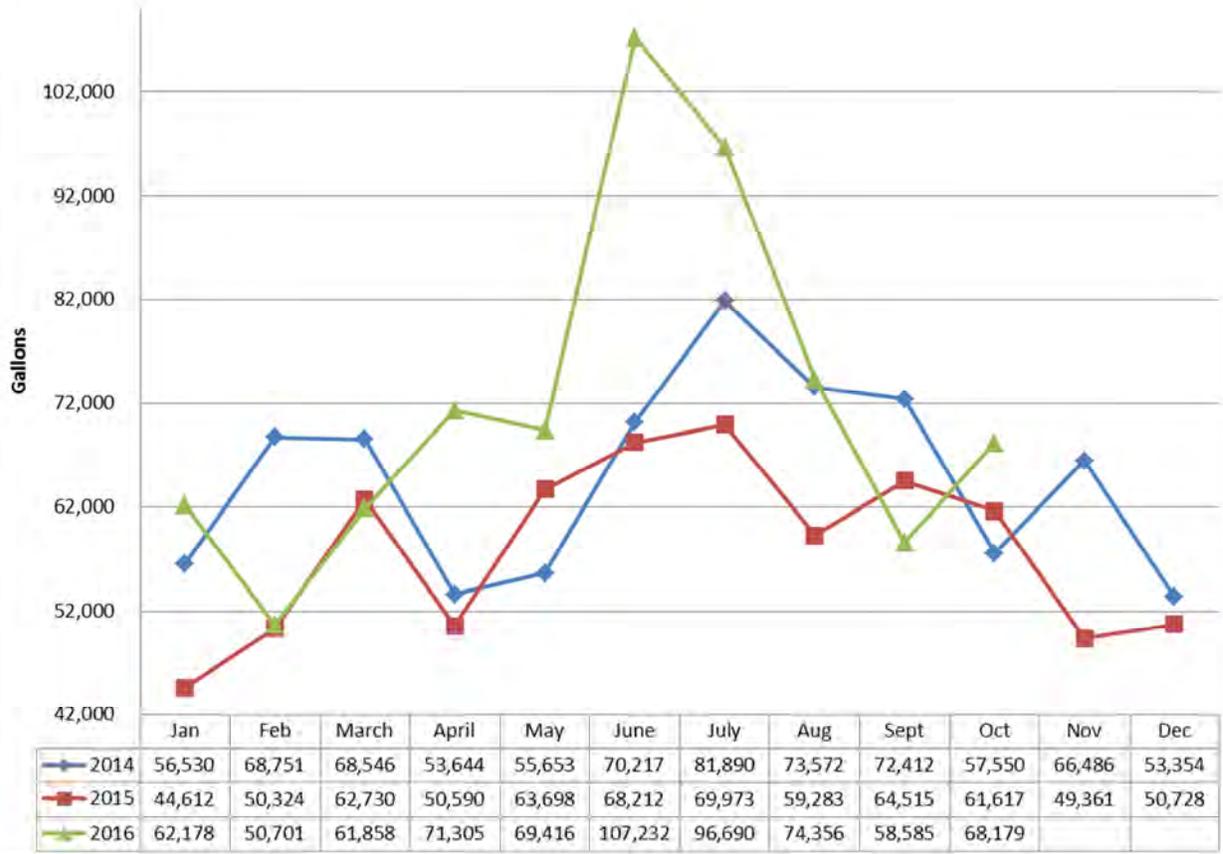
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
◆ 2013				\$25,928.09
■ 2014	\$29,545.10	\$27,675.39	\$27,916.81	\$28,203.09
▲ 2015	\$31,523.17	\$29,288.62	\$29,846.40	\$26,630.46
× 2016	\$28,772.27	\$27,192.01	\$31,149.19	

Monthly Operations Comparison



	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
◆ 2014	961	1,047	1,221	1,063	1,280	1,265	1,605	1,469	1,180	1,242	1,228	1,260
■ 2015	1,483	1,219	1,447	1,511	1,474	1,443	1,755	1,394	1,402	1,244	1,255	1,026
▲ 2016	1,247	1,280	1,434	1,428	1,699	1,587	2,269	1,604	1,397	1,528		

Fuel Sale Comparison





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: December 6, 2016
RE: October 2016 Police Department Monthly Report

ISSUE:

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

BACKGROUND:

Attached are the the Garden City Police Department Staff reports for February 2016.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
October 2016 Master Activity Report	11/18/2016	Backup Material
October 2016 Crime Data Report	11/18/2016	Backup Material

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 October 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	4	2	18
Robbery	2	0	8
Aggravated Assault	6	9	67
Burglary	6	5	63
Theft	86	53	628
Auto Theft	4	3	20
Arson	1	0	5
TOTAL	109	72	809
All Other Crimes	148	111	1349
GRAND TOTAL	257	183	2158

CRIMINAL ENFORCEMENT ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Adult Arrests	173	172	1673
Juveniles Detained	11	15	215
TOTAL CUSTODY	184	187	1888
Alcohol Related	19	18	139
Drug Related	24	29	327
Curfew Violations	3	1	32

INVESTIGATIONS DIVISION ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Total Cases Assigned	44	18	395
Total Active Cases	217	223	1931
Adult Affidavits Filed	6	9	86
Juvenile Affidavits Filed	0	4	15
Follow-Up Contacts	243	513	5603
Special Assignments	25	31	466
Search Warrants	6	3	95
Supplemental Reports	41	48	1048
Other Reports	47	153	1717
Cases Referred For Prosecution	61	61	401

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	3	7	56
Non-Injury Accidents	58	50	565
TOTAL ACCIDENTS	61	57	621
Private Property Accidents	17	12	93

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 October of 2016
OFFICERS ASSAULTED**

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Firearm	0	0	2
Cutting Instrument	0	0	0
Other Dangerous Weapon	4	0	4
Hands, Fist, Feet, Etc.	4	7	29
Police Service Dog	0	0	0
TOTAL ASSAULTS	8	7	35

PATROL/CRD DIVISIONS SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Offense Reports	266	191	2467
Supplemental Reports	242	140	1749
Other Reports	0	0	305
Community Oriented Policing	152	127	1718
Speeding Citations	36	30	403
Other Traffic Citations	155	216	2155
Parking Citations	5	35	109
Warning Notices	43	60	1759
Penal Summons	59	37	413
Felony Cases Cleared	33	42	378
Misdemeanor Cases Cleared	182	163	1345
DUI Cases Cleared	14	13	81
Insecure Premises	6	4	61
Field Interviews	6	9	93
Citizen & Business Assists	176	170	1789
Alarms	77	69	743
Adult Affidavits Filed	27	37	324
Juvenile Affidavits Filed	14	8	123

COMMUNICATIONS CENTER ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Non-Traffic Activities	2117	2146	21580
Traffic Activities	754	716	6391
TOTAL ACTIVITIES	2871	2862	27971
911 Calls	1465	1470	14748
Finney County Sheriff's Office Activities	450	445	4618

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 October of 2016
RESPONSE TIME SUMMARY**

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST YEAR</i>	<i>5 YEARS AGO</i>
Average Emergency	6.08	3.08	3.07
Average Non-Emergency	9.99	13.52	11.19
Average Traffic Accident	14.02	15.16	12.37

ANIMAL INCIDENT ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Animals Impounded	105	147	1214
Animals Disposed	37	49	399
Citations Issued	0	0	1
Animal Bites	3	2	39
Adoptions	19	18	160

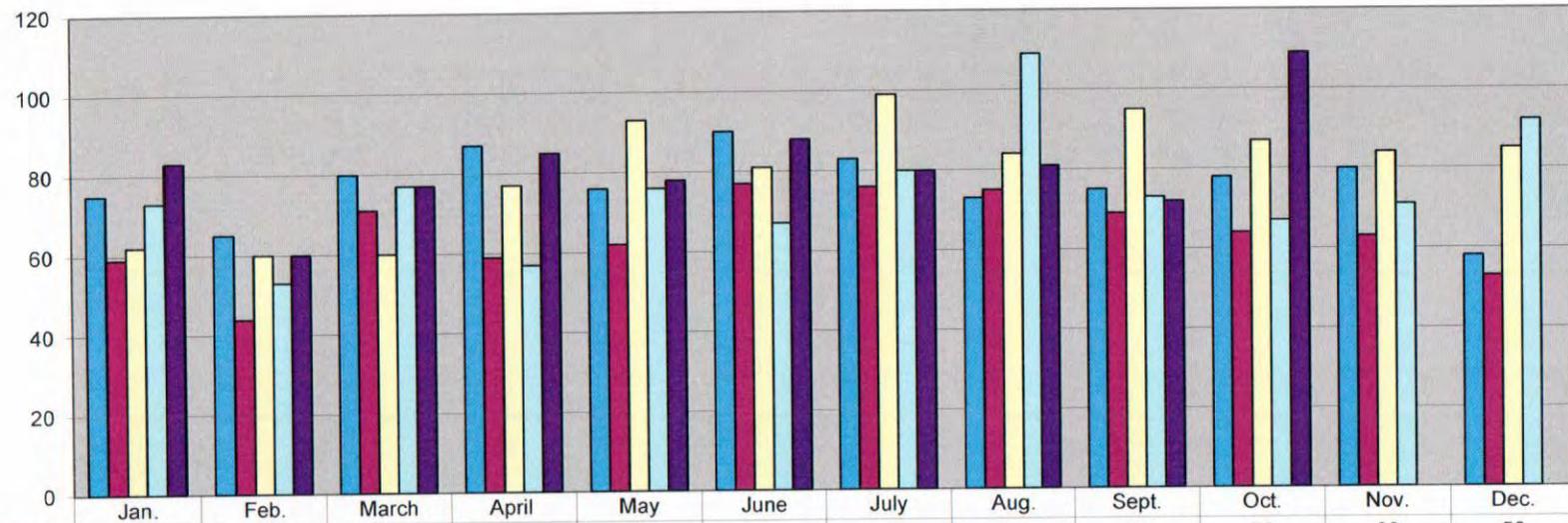
TRAINING HOURS RECEIVED

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Administrative	285.50	62.00	608.25
Patrol/CRD Division	972.50	336.00	4200.75
Support Services Division	71.75	85.00	368.90
Investigation Division	432.00	186.50	1169.50
Instructor Hours	216.00	16.00	469.50
SUB-TOTAL TRAINING HRS	1977.75	685.50	6816.90
Academy Training Hours	16.00	176.00	3000.00
TOTAL TRAINING HOURS	1993.75	861.50	9816.90

ADMINISTRATIVE INVESTIGATIONS

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Allegations Received	0	1	9
Unfounded	0	0	0
Unsubstantiated	0	1	1
Sustained	0	0	5
Exonerated	0	0	4
Violation Not Based On Complaint	0	0	2
Investigation In Progress	0	0	9
Administrative Closure	0	0	1
Commendations	2	4	38

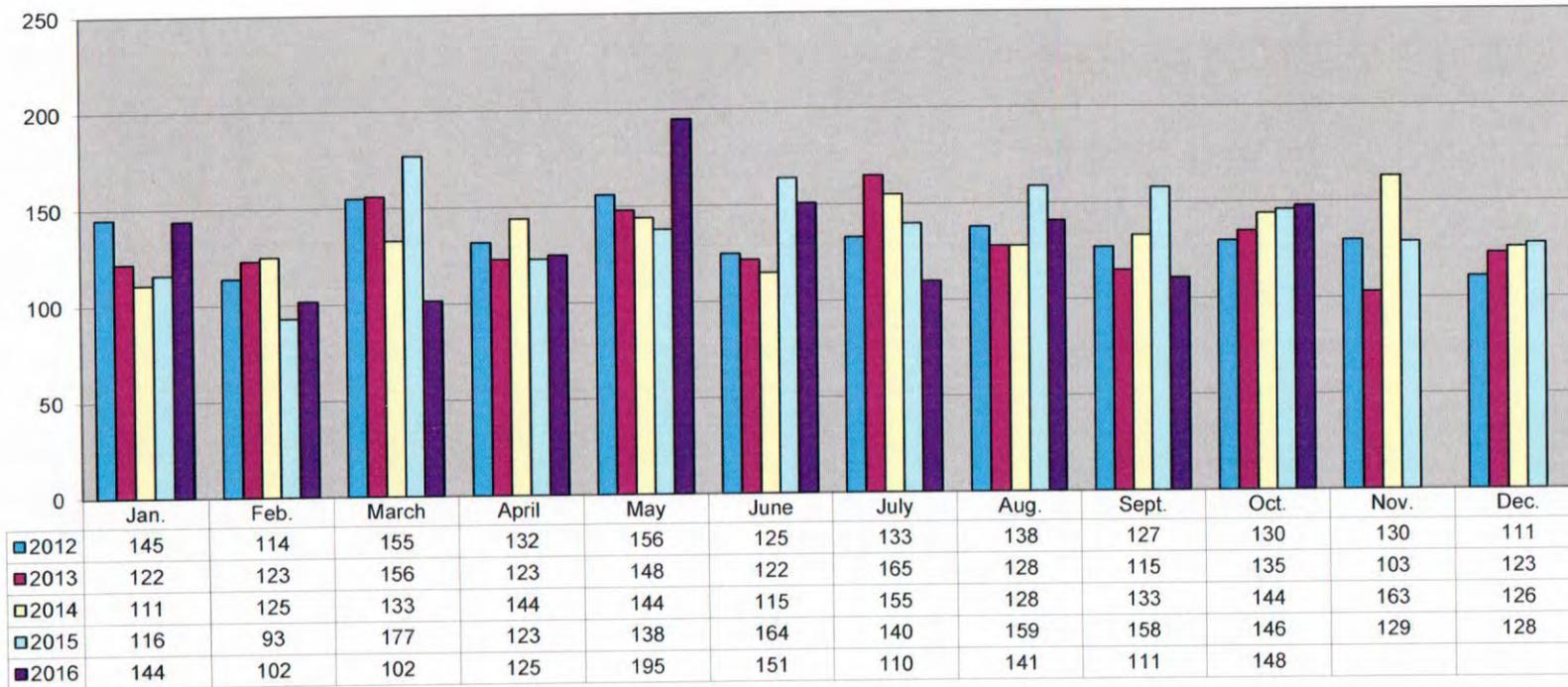
Part I Crimes



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
■ 2012	75	65	80	87	76	90	83	73	75	78	80	58
■ 2013	59	44	71	59	62	77	76	75	69	64	63	53
■ 2014	62	60	60	77	93	81	99	84	95	87	84	85
■ 2015	73	53	77	57	76	67	80	109	73	67	71	92
■ 2016	83	60	77	85	78	88	80	81	72	109		

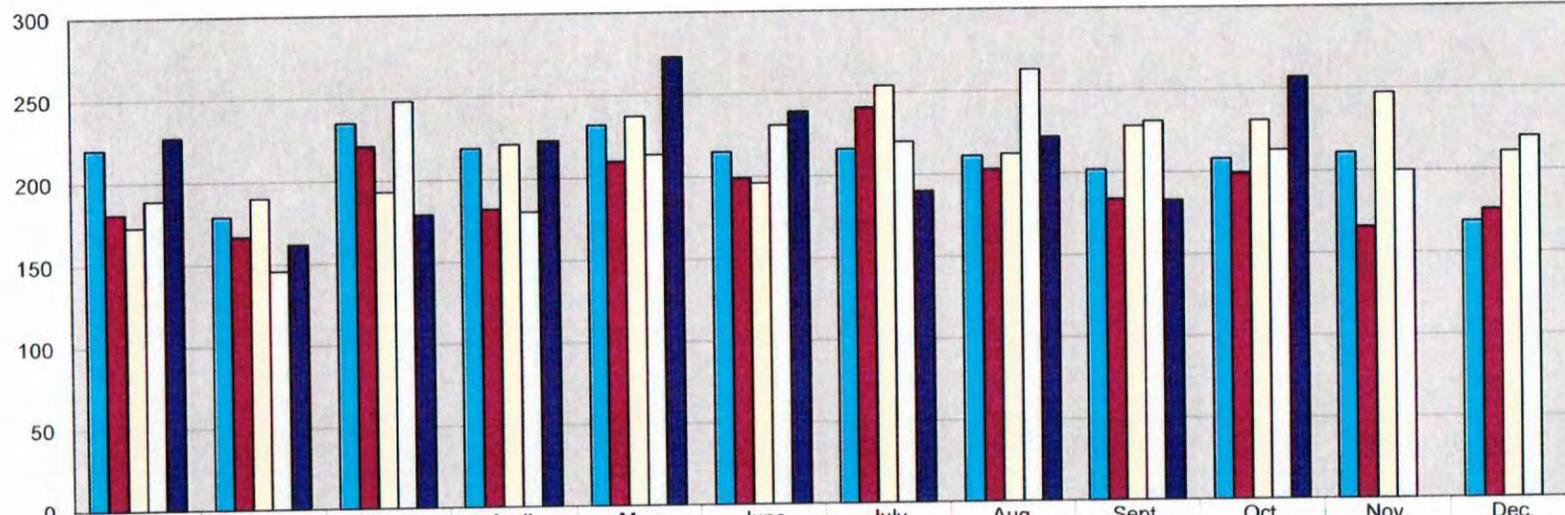
Part I Crimes - Murder, Manslaughter, Rape, Robbery, Agg. Assault, Burglary, Theft, Auto Theft, Arson

All Other Crimes



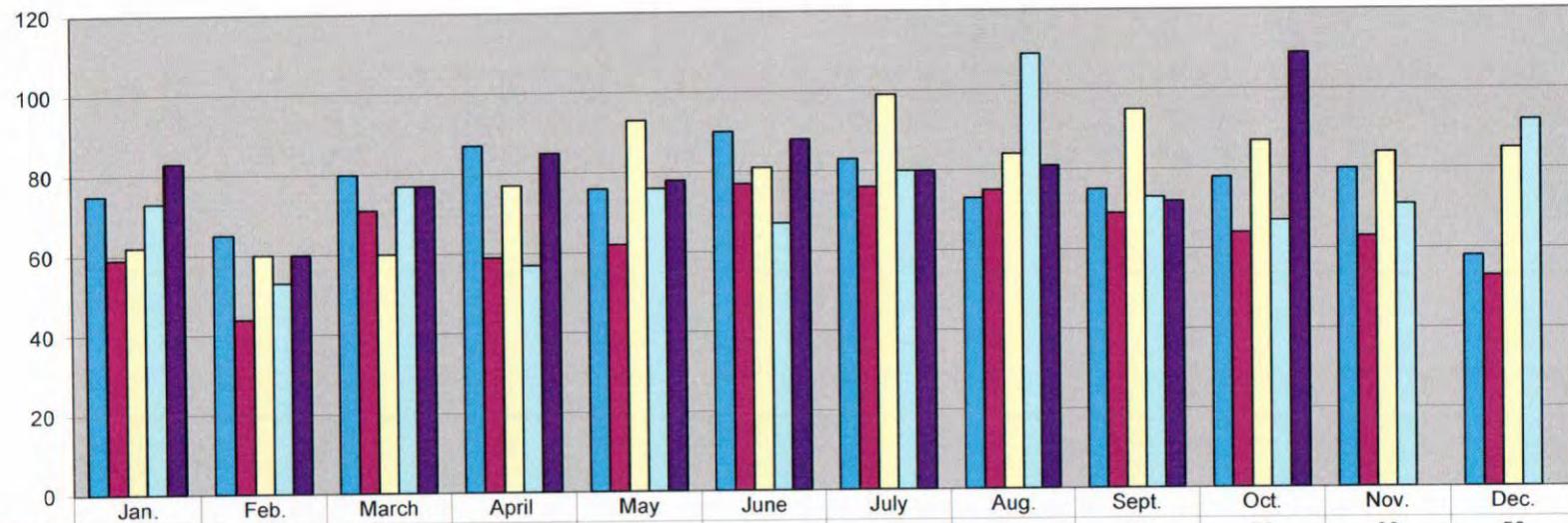
All Other Crimes may include: Interference with Police Officer, Criminal Threats, Disorderly Conduct, Criminal Trespass, Narcotic Violations, Liquor Violations, Indecent Liberties with Child, Kidnapping, DUI, Graffiti, Forgery, Weapons Violation, Criminal Damage to Property

Grand Total All Crimes



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
■ 2012	220	179	235	219	232	215	216	211	202	208	211	169
■ 2013	181	167	221	182	210	199	241	203	184	199	166	176
□ 2014	173	190	193	221	237	196	254	212	228	231	247	211
□ 2015	189	146	248	180	214	231	220	263	231	213	200	220
■ 2016	227	162	179	223	273	239	190	222	183	257		

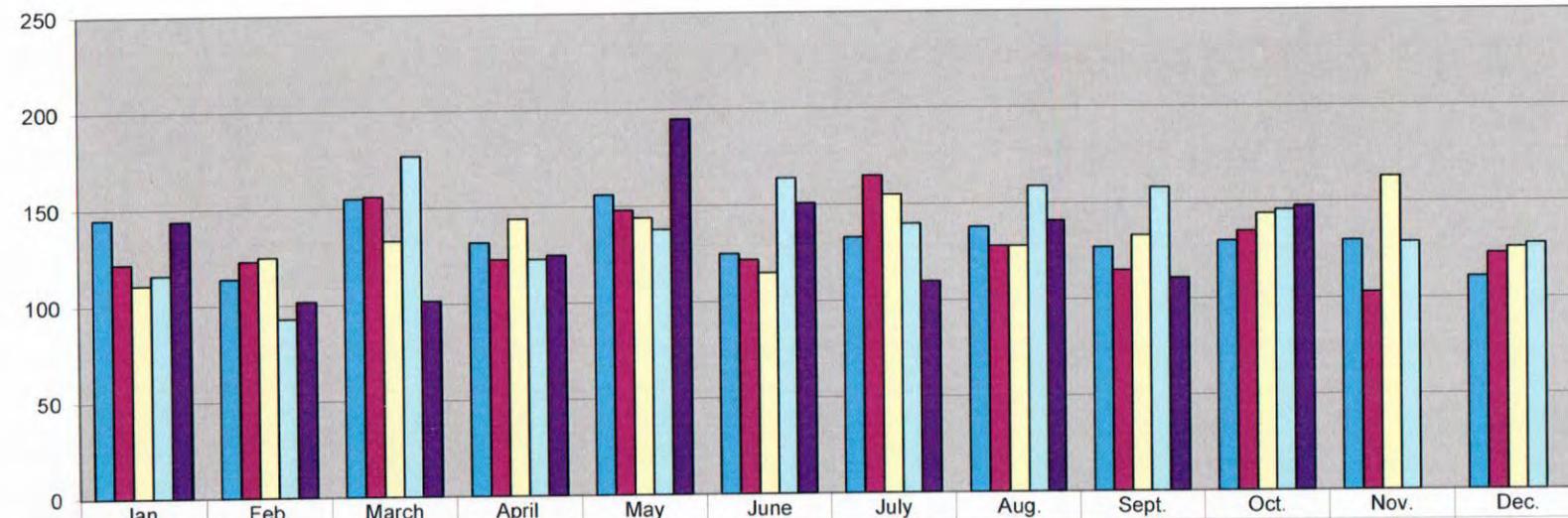
Part I Crimes



■ 2012	75	65	80	87	76	90	83	73	75	78	80	58
■ 2013	59	44	71	59	62	77	76	75	69	64	63	53
■ 2014	62	60	60	77	93	81	99	84	95	87	84	85
■ 2015	73	53	77	57	76	67	80	109	73	67	71	92
■ 2016	83	60	77	85	78	88	80	81	72	109		

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

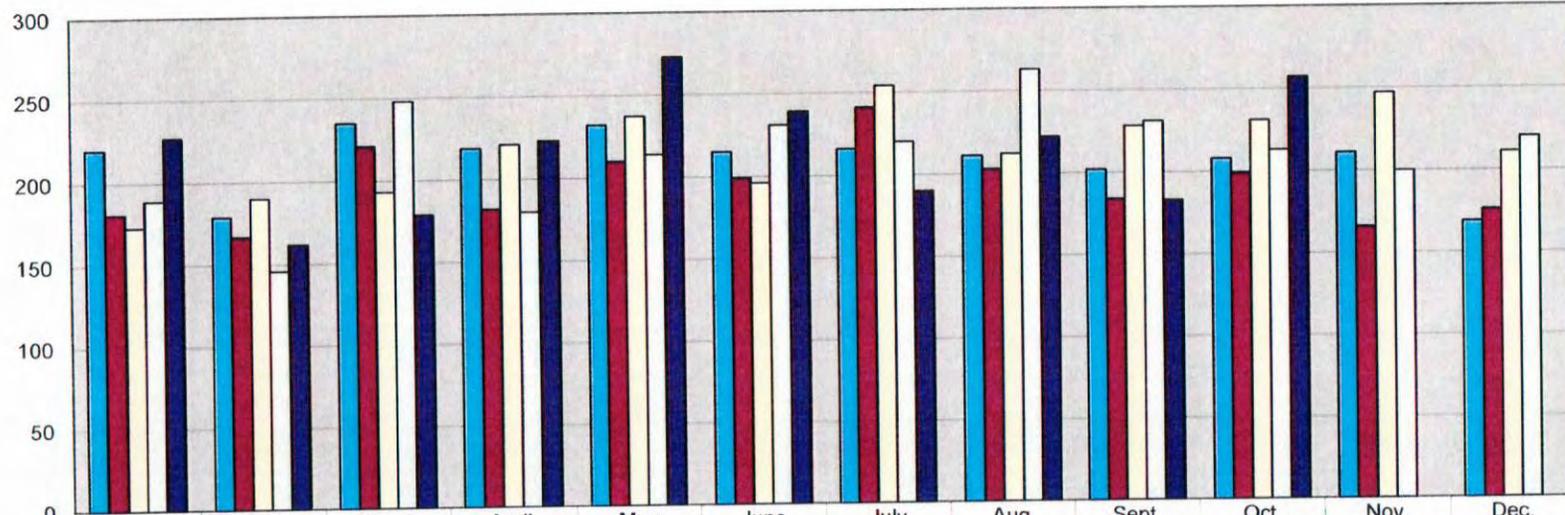
All Other Crimes



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
■ 2012	145	114	155	132	156	125	133	138	127	130	130	111
■ 2013	122	123	156	123	148	122	165	128	115	135	103	123
■ 2014	111	125	133	144	144	115	155	128	133	144	163	126
■ 2015	116	93	177	123	138	164	140	159	158	146	129	128
■ 2016	144	102	102	125	195	151	110	141	111	148		

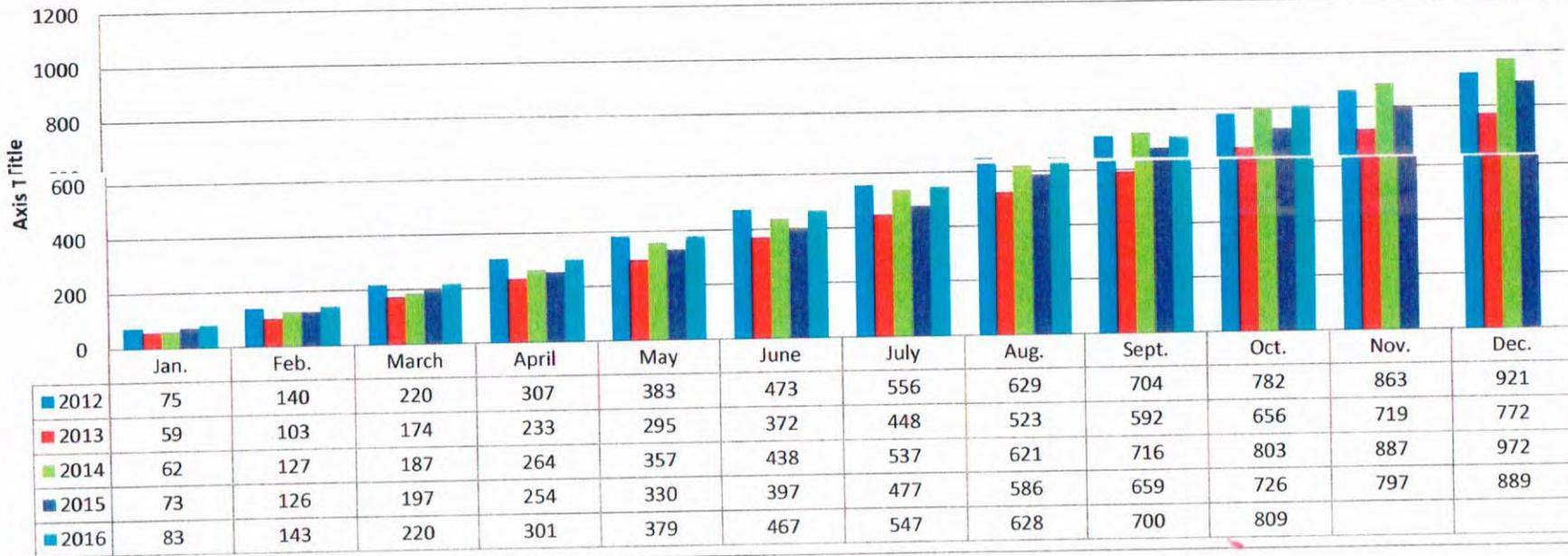
All Other Crimes may include: Interference with Police Officer, Criminal Threats, Disorderly Conduct, Criminal Trespass, Narcotic Violations, Liquor Violations, Indecent Liberties with Child, Kidnapping, DUI, Graffiti, Forgery, Weapons Violation, Criminal Damage to Property

Grand Total All Crimes

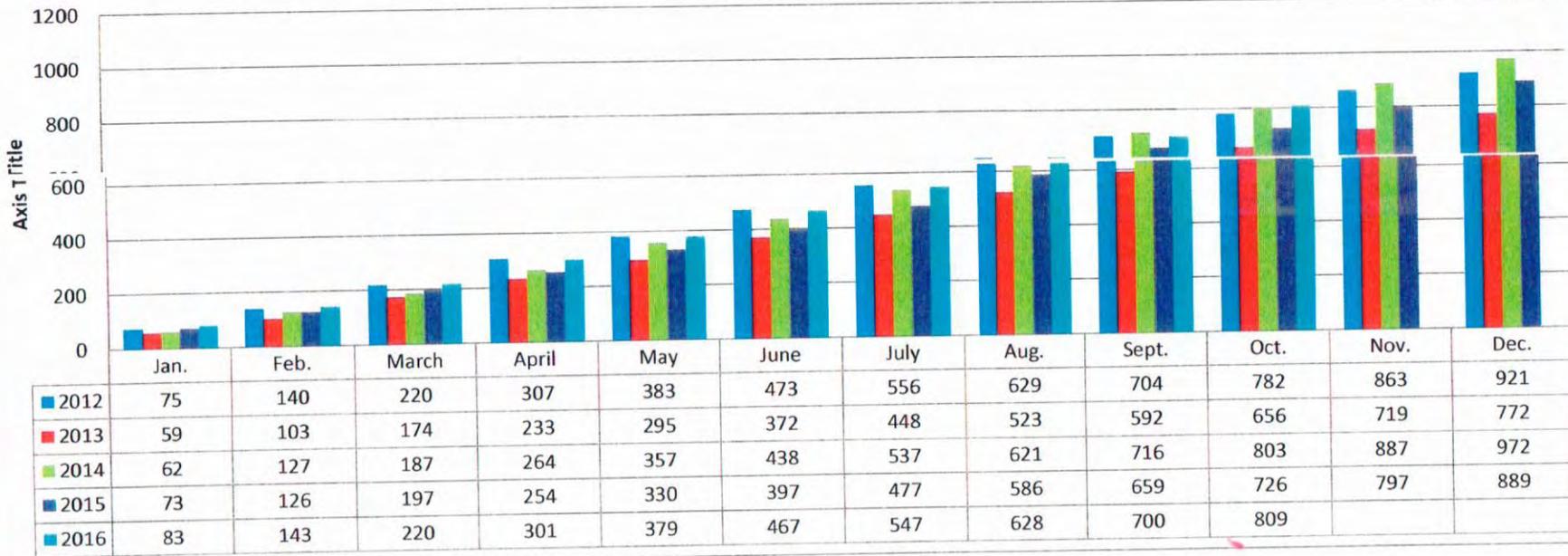


	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
■ 2012	220	179	235	219	232	215	216	211	202	208	211	169
■ 2013	181	167	221	182	210	199	241	203	184	199	166	176
□ 2014	173	190	193	221	237	196	254	212	228	231	247	211
□ 2015	189	146	248	180	214	231	220	263	231	213	200	220
■ 2016	227	162	179	223	273	239	190	222	183	257		

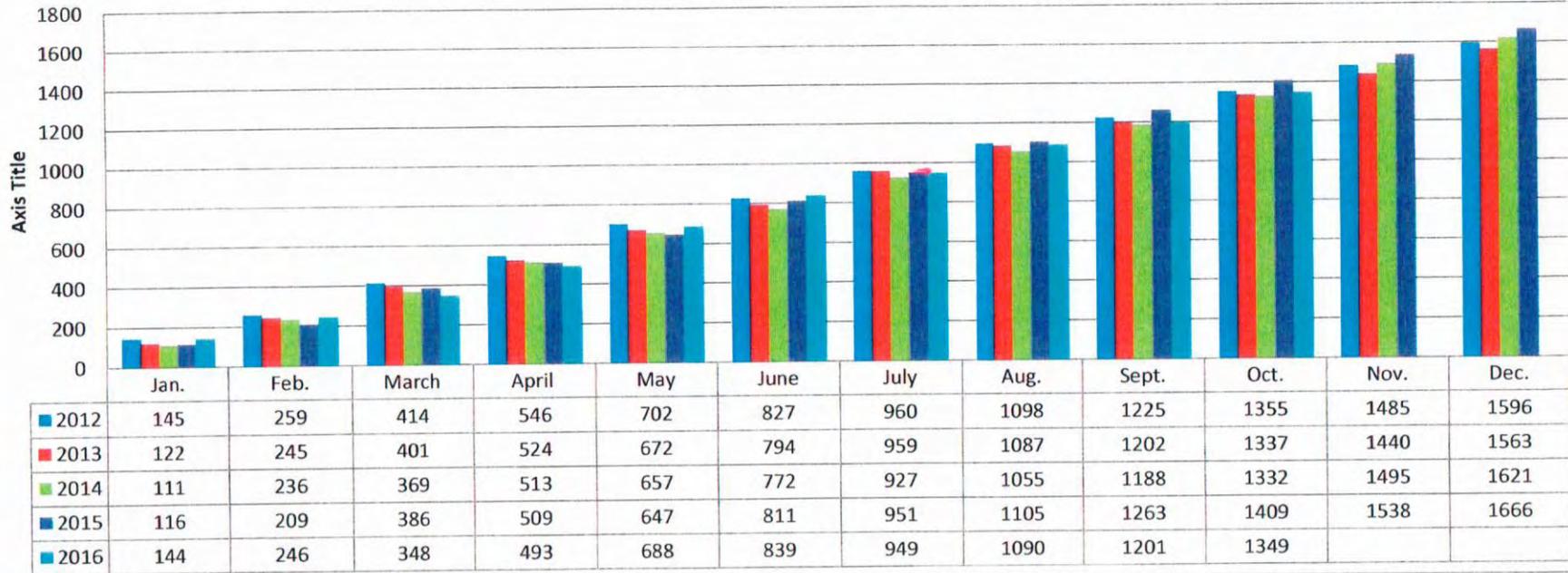
YTD Part 1 Crimes



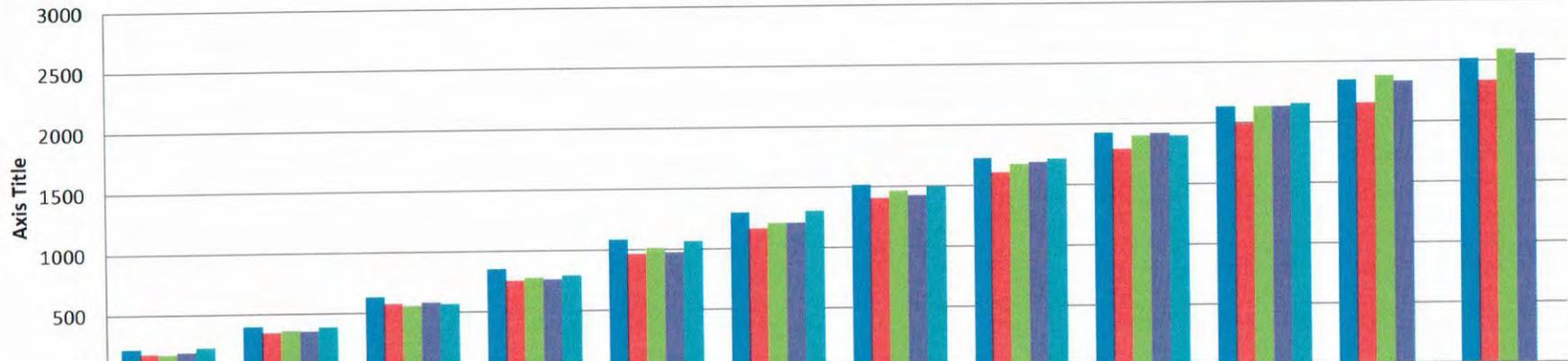
YTD Part 1 Crimes



YTD - All Other Crimes



YTD - All Crimes



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
■ 2012	220	399	634	853	1085	1300	1516	1727	1929	2137	2348	2517
■ 2013	181	348	575	757	967	1166	1407	1610	1794	1993	2159	2335
■ 2014	173	363	556	777	1014	1210	1464	1676	1904	2135	2382	2593
■ 2015	189	355	583	763	977	1208	1428	1691	1922	2135	2335	2555
■ 2016	227	389	568	794	1067	1306	1496	1718	1901	2158		



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Service and Finance
DATE: December 6, 2016
RE: Monthly Sales Tax Report - November 2016

ISSUE:

Presentation of the Monthly Sales Tax Report from Service and Finance.

BACKGROUND:

Attached is the Service and Finance Monthly Sales Tax Report for November 2016.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Monthly Sales Tax Report - November 2016	11/28/2016	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	303,689
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	324,679
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	298,761
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	330,600
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	303,152
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	326,369
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	330,331
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	321,505
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>3,505,755</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%	

July 1, 2014 - 1/4 cent expires 10/1/2025
October 1, 2015 - 1/4 cent expires 9/30/2021

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	514,449
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	569,117
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	524,973
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	551,396
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	535,506
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	534,225
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	563,222
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	541,283
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>6,009,816</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%	

Consideration of Appropriation Ordinance

Ordinances & Resolutions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: December 6, 2016
RE: Temporary Financing – Water System Improvements

ISSUE:

The Governing Body is asked to consider and approve an Ordinance authorizing several water system improvements.

1. Ordinance No. _____-2016 an ordinance of the City of Garden City, Kansas authorizing the City to make improvements to its public water system and authorizing the City to issue General Obligation Bonds to pay costs of such improvements.

BACKGROUND:

On November 15th, the Governing Body authorized the use of temporary financing for the following water system improvements:

<u>Project</u>	<u>Cost</u>
200 block S. Second Street	\$ 150,000
200 block S. First Street	\$ 60,000
200 block E. Maple Street	\$ 56,000
300 block W. Albert Street	\$ 150,000
Tenth Street – Buffalo Jones Ave. To Jenny Ave.	\$ 430,000
Seventh Street – Laurel St. to Kansas Ave.	\$ 450,000
Kansas Avenue – Seventh St. to Third St.	\$ 175,000
Spencer St. and Fulton St. well	\$ 300,000
Towns Riverview Extension	\$ 200,000
KSU Southwest Research Extension Center extension	\$ 200,000
Spruce Street/Jameson well development	\$ 350,000
Water tower and reservoir inspection and painting	\$ 850,000
Meadowlark Dairy Nutrition LLC effluent purchase	\$ 2,500,000
Contingency & Engineering	\$ 484,000
TOTAL	\$ 6,355,000

Bond Counsel Mary Carson has prepared the attached Ordinance authorizing the above water system improvements in the total maximum amount of \$6,355,000.00, which also provides for the use of temporary financing in advance of a future General Obligation Bond issue.

Authorization of the temporary financing will be presented for your consideration and approval at

the December 20th meeting. We will purchase the temporary notes with idle City funds.

ALTERNATIVES:

1. The Governing Body may adopt the Ordinance.
2. The Governing Body may defer action until a later date.

RECOMMENDATION:

Staff recommends Governing Body adopt the Ordinance.

FISCAL NOTE:

Depending upon when permanent GO bonds are issued to retire the temporary financing, the first Bond payment would likely not occur until 2018. The debt service requirements would be budgeted in the Water Fund. The future GO Bond issue would cover the actual costs incurred.

ATTACHMENTS:

Description	Upload Date	Type
Authorizing Ordinance	11/30/2016	Ordinance

(Published in the *Garden City Telegram* on December __, 2016)

ORDINANCE NO. ____-2016

AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS,
AUTHORIZING THE CITY TO MAKE IMPROVEMENTS TO ITS PUBLIC
WATER SYSTEM AND AUTHORIZING THE CITY TO ISSUE GENERAL
OBLIGATION BONDS TO PAY COSTS OF SUCH IMPROVEMENTS

WHEREAS, pursuant to K.S.A. 65-162a *et seq.*, and particularly K.S.A. 65-163d through 65-163u (the “ Water Act”), the City of Garden City, Kansas (the “City”) is a municipality that operates and maintains a public water supply system, as defined in the Water Act, and the City is authorized to acquire, construct, reconstruct, improve, equip, rehabilitate and extend all or any part of the public water supply system; provided such improvement is not related to the diversion or transportation of water acquired through a water transfer, as defined by K.S.A. 82a-1501; and

WHEREAS, the City finds it necessary to improve the City’s public water supply system as follows:

1. Installation of 408’ of six-inch water main in the 200 Block of S. 2nd Street connecting to existing water main on E. Santa Fe Street and to the water main on E. Maple Street, at an estimated cost of \$150,000, plus any necessary costs of financing; and
2. Installation of 409’ of six-inch water main in the 200 Block of S. 1st Street at an estimated cost of \$60,000, plus any necessary costs of financing; and
3. Installation of 375’ of six-inch water main in the 200 Block of E. Maple Street at an estimated cost of \$56,000 plus any necessary costs of financing; and
4. Installation of 500’ of six-inch water main in the 300 block of W. Albert Street at an estimated cost of \$150,0000; and
5. Installation of 1,530’ of six-inch water main along 10th Street, Buffalo Jones Avenue to Jenny Avenue, including reconnection of 32-residential service lines and replacement of 6 fire hydrants at an estimated cost of \$430,000, plus any necessary costs of financing; and
6. Installation and replacement of four-inch water mains on 7th Street from Laurel Street to Kansas Avenue at an estimated cost of \$450,000, plus any necessary costs of financing; and
7. Installation and replacement of a water main on Kansas Avenue from 7th Street to 3rd Street at an estimated cost of \$175,000, plus any necessary costs of financing; and
8. Drill a new water supply well near the location of the existing Spencer and Fulton well to replace the existing well at an estimated cost of \$300,000, plus any necessary costs of financing; and

9. Installation of a 12-inch water extension line from E. US 50/400 Highway and N. Airlinks Drive to the Towns Riverview development on Towns Road at an estimated cost of \$200,000, plus any necessary costs of financing; and

10. Extension of the water main from E. Mary Street and Glenwood Drive to the K-State Southwest Research-Extension Center at an estimated cost of \$200,000, plus any necessary costs of financing; and

11. Development and permitting of new water supply wells (Spruce Street/Jameson well development) at an estimated cost of \$350,000, plus any necessary costs of financing; and

12. Painting, inspection and interior coating repair on the East Reservoir and the Main and Kansas water tower at an estimated cost of \$850,000, plus any necessary costs of financing; and

13. Acquisition of rights to receive treated wastewater effluent from the Meadowlark Dairy Nutrition, LLC project for reuse by the City at a cost of \$2,500,000, plus any necessary costs of financing (items 1-13 referred to herein as the “Water System Improvements”); and

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

WHEREAS, the governing body of the City finds it necessary to authorize the Water System Improvements and provide funds to pay the cost of the Water System Improvements through the issuance of general obligation bonds of the City as described below.

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

Section 1. Authorization of Project. Pursuant to the authority of the Water Act, the City authorizes the construction and acquisition of the Water System Improvements at a total estimated cost of \$6,355,000.00, plus interest costs on temporary financing and costs of issuing bonds or notes to pay such costs, and estimated engineering and contingency costs (allocable to improvements described in items 1-12 above), in the amount of \$484,000.

Section 2. Payment of Project Costs; Bonds. General obligation bonds of the City are authorized to be issued under the Water Act to pay the costs of the Water System Improvements as described in Section 1 of this Ordinance and all things necessary and related to the Water System Improvements. Temporary Notes of the City may be issued to pay for a portion of the costs of the Water System Improvements until general obligation bonds may be issued.

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

Section 4. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval by the governing body of the City and publication one time in the official City newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by vote of the governing body of the City of Garden City, Kansas on December 6, 2016.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Chris Law, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: December 6, 2016
RE: City Limits Resolution

ISSUE:

The Governing Body is asked to consider and approve a resolution declaring the boundary of the City as of January 1, 2017.

1. Resolution No. _____-2016, a resolution declaring the boundaries of the City of Garden City Kansas as of the 1st day of January 2017.

BACKGROUND:

K.S.A. 12-517 requires the City to declare by resolution the entire boundary of the city in any year in which territory has been added to or excluded from the city. The resolution must be adopted prior to December 31, 2016.

The City had 3 annexations related to the Transload facility in 2016 as shown on the attached map, totaling 412.69 acres, bringing the area within the City Limits to 6,961.2 acres or 10.88 square miles.

The attached Resolution is presented for your consideration and approval.

ALTERNATIVES:

1. Adopt the Resolution.
2. Defer action until the next regular Commission meeting.

RECOMMENDATION:

Staff recommends adoption of the Resolution.

FISCAL NOTE:

There is no cost to the City for this action.

ATTACHMENTS:

Description	Upload Date	Type
City Limits Resolution	11/14/2016	Resolution
City Limits map	11/17/2016	Backup Material

RESOLUTION NO. ____-2016

A RESOLUTION DECLARING THE BOUNDARIES OF THE CITY OF GARDEN CITY, KANSAS AS OF THE 1ST DAY OF JANUARY 2017.

WHEREAS, K.S.A. 12-517 requires the City to declare by resolution the entire boundary of the city in any year in which territory has been added to or excluded from the city.

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

SECTION 1. The corporate limits and the City Limits of the City of Garden City, Finney County, Kansas as of the 1st day of January, 2017 shall be as follows:

BEGINNING at the Northeast corner of Section 19, Township 24 South, Range 32 West of the Sixth Principal Meridian; thence South along the East line of Section 19, Township 24 South, Range 32 West, of the Sixth Principal Meridian, to the North bank line of the Arkansas River; thence Westerly, meandering along the North bank line of the Arkansas River, and continuing along the South line of Government Lot 1, Section 24, Township 24 South, Range 33 West of the Sixth Principal Meridian, to the Western most corner of said Lot 1, said point also being on the North line of said Section 24; thence East, along the North line of said Section 24, to the Southwest corner of Block 11, Finnup Acres; thence Easterly, along the South line of said Block 11, to the East line of said Section 24, said line also being the West line of Section 19, Township 24 South, Range 32 West of the Sixth Principal Meridian; thence North, along the West line of said Section 19 and along the West line of Section 18, Township 24 South, Range 32 West of the Sixth Principal Meridian, to the North right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence Westerly, along the North right-of-way line of the Atchison, Topeka and Santa Fe Railroad, to the West line of the East Half of Section 13, Township 24 South, Range 33 West of the Sixth Principal Meridian; thence North, long the West line of the East Half of Section 13, and the West line of the East Half of Section 12, Township 24 South, Range 33 West of the Sixth Principal Meridian, to the South line of the Northwest Quarter of the Northeast Quarter of said Section 12; thence East, along the South line of the Northwest Quarter of the Northeast Quarter of said Section 12, 31.0 feet, to the Southwest corner of Hager's Modular Home Subdivision; thence North, along the West line of Hager's Modular Home Subdivision to the South right-of-way line of Mary Street; thence South 89°49'31" West, 2,186.12 feet, along the South right-of-way line of Mary Street, which line is 30.0 feet South of and parallel with the North line of said Section 12, to the extended West line of Lot 3, Lewis Industrial Subdivision; thence North 00°00'00" East, 470.00 feet, along said line; thence North 89°49'31" West, 465.00 feet to the East right-of-way line of VFW Road, as platted by Lewis Industrial Subdivision; thence along said East right-of-way line, North 00°00'00" East, 879.05 feet; thence South 89°49'05" East, 1297.35 feet; thence South 00°10'55" West, 15.00 feet; thence South 89°49'05" East, 1011.36 feet; thence South 00°19'21" West, 165.00 feet; thence South 89°49'05" East, 267.18 feet, to the West right-of-way line of the Garden City Western Railroad; thence South 00°19'21" West, 1108.72 feet, along said right-of-way line, to the North right-of-way line of Mary Street; thence East, 908.17 feet, along said North right-of-way line of Mary Street, which line is 30.0 feet North of and parallel with the South line of Section 1, Township 24 South, Range 33 West; thence North, 140 feet, at a deflection angle to the left of 89°51'; thence East 88 feet, at an interior angle of 90°09'; thence North, 140 feet, at an angle to the right of 89°51'; thence East 112 feet, at an interior angle of 90°09'; thence South, 280 feet, at an angle to the right of 89°51', to the North right-of-way line of Mary Street; thence East, 1056 feet, along said North right-of-way line of Mary Street; thence North, 5 feet; thence East, 244 feet, along said North right-of-way line of Mary Street, which line

is 35.0 feet North of and parallel with the South line of said Section 1; thence North, along a line parallel with the East line of said Section 1, 281 feet; thence East, along a line parallel with the South line of said Section 1, 209 feet, to the West right-of-way line of U.S. Highway 50B/83B; thence North, along said right-of-way line, 190 feet; thence West, at a deflection angle of 89°57' to the left, 453 feet; thence North, at an interior angle of 90°03', 331 feet; thence East, at an interior angle of 89°57', 253 feet, thence North, 100 feet, along a line which is parallel with the East line of Section 1; thence East 200 feet along a which is parallel with the South line of Section 1, to the West right-of-way line of U.S. Highway 50B/83B; thence North, along said right-of-way line, 383 feet; thence East, along the extended North line and the North line of 83 Commercial Subdivision, to the East right-of-way line of U.S. Highway 50B/83B; thence North, along said East right-of-way line of U.S. Highway 50B/83B, 500.00 feet; thence East, along a line parallel with the North line of 83 Commercial Subdivision, 605.52 feet; thence South 00°20'33" East, 500.01 feet, to the North line of 83 Commercial Subdivision; thence East along the North line of 83 Commercial Subdivision and continuing along the North line of Countryside Park Subdivision, to the West right-of-way line of Eighth Street; thence north along said right-of-way line 30.0 feet; thence east 65.0 feet to a point, to the Southwest corner of Lot 1, Block 1, of the Replat of The First Christian and Giron Addition; thence along the West line of said Replat, North 0°04' East, 706.69 feet; thence along the North line of said Replat, South 88°00'55" East, 328.41 feet, to the Northeast Corner of Block 2 of said Replat, said point also being the Southeast corner of Tract A of the Howard Smith First Survey; (First Christian and Giron Addition) thence North 16°37'32" West, on the Easterly Line of the Howard Smith First Survey, 92.83 feet; thence North 06°06'10" West on the Easterly Line of said Smith survey, 72.51 feet, to the Southeast corner of Tract B; thence North 02°46'34" West, on the East Line of Tract B, 150.22 feet; thence North 02°46'41" West on the Easterly Line of said Smith survey, 430.27 feet, to the Southeast corner of Tract F; thence North 02°47'48" West, on the Easterly Line of said Smith survey, to the Northeast corner of Tract M of said Smith survey; thence South 89°44' East, **on the North line of the South Half of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the Sixth Principal Meridian,** 2,390.0 feet, to the East right-of-way line of Third Street; thence South, 474.54 feet, along said East right-of-way line; thence East, 1,319.35 feet; thence South 832.06 feet to the North line of the Stone Addition; thence East, along the North line of the Stone Addition, to the Northeast corner of the Stone Addition; thence North 00°00'00" East, along the West line of the Northeast Quarter of Section 5, Township 24 South, Range 32 West of the Sixth Principal Meridian, 2180.04 feet thence South 88°26'32" East, 663.01 feet; thence South 00°50'32" West, 438.52 feet; thence South 89°33'00" East, 598.40 feet, to the Southwest corner of The Replat of The Trails, First Plat; thence North 00°00'00" East, 747.06 feet, to the Northwest corner of said Replat, said point also being on the South right-of-way line of U.S. Highway 50/83/400; thence East, along the South right-of-way line of said Highway and continuing Southeasterly along a curve to the right and continuing Southerly along the West right-of-way line of said Highway, to the intersection with the North line of the Southwest Quarter of Section 4, Township 24 South, Range 32 West of the Sixth Principal Meridian; thence continuing along said West right-of-way line of said Highway, South 02°51'00" West, 482.38 feet; thence South 89°50'16" East 164.81 feet, along the north line of the Southwest Quarter of said Section 4, to the Interior Quarter Corner of said Section 4; thence South 88°10'11" East 1983.25 feet, along the North line of the Southeast Quarter of Said Section 4; thence South 0°41'15" West 1319.16 feet; thence South 89°50'16" East 421.87 feet, to the Northwest Corner of Lot 1, Block 1, The Hamptons; thence South 88°13'12" East 212.00 feet, along said Lot line, to the West line of Jennie Barker Road; thence South 89°18'45" East 80 feet, to the East line of Jennie Barker Road; thence along a curve to the right, with a radius of 640.00 feet, an arc distance of 231.35 feet, more or less, with a chord bearing South 11°02'47" West 230.09 feet, along said right-of-way line to the East line of said Section 4; thence South 0°41'15" West 327.62 feet, along said East line; thence North 89°18'45" West 257.8 feet; thence South 0°41'15" West 400 feet; thence South 89°18'45" East 217.8 feet, said point being the intersection of the Northwesterly line of K-156 (Kansas Avenue) and the West line of old Jennie Barker Road; thence South 44°46'34" West 422.69 feet, along the Northwesterly line of K-156 (Kansas Avenue); thence South 45°13'26" East 120.00 feet, to the Southeasterly line of K-156 (Kansas Avenue), said point being on the

South line of said Section 4; thence South 88°21'23" East 259.46 feet, on said line to the Southeast Corner of said Section; thence continuing South 89°45'29" East 396.70 feet, on the North line of Section 10, Township 24 South, Range 32 West, of the Sixth Principal Meridian; thence South 88°21'23" East 80.00 feet, to a point on the Southerly line of Mary Street, to a point on a curve to the right; thence along said curve a distance of 190.44 feet with a central angle of 19°29'04" and a radius of 560.00 feet; thence South 89°45'29" East 2,025.86 feet, along said South line of Mary Street to the intersection with the East line of the Northeast Quarter of said Section 10; thence continuing South 89°45'08" East 399.33 feet, along said South line; thence South 00°00'52" East 2,604.96 feet, to the South line of the Northeast Quarter of said Section 10; thence North 88°21'23" West 401.77 feet, along said South line to the Center Corner of said Section 10; thence North 88°21'23" West 2,606.66 feet, along the South line of the Northwest Quarter of said Section 10, to the East line of Jennie Barker Road; thence North 00°02'28" East 1,776.94 feet, more or less, along said East line; thence continuing along said right-of-way on a curve to the left, with a radius of 540.00 feet and a central angle of 18°48'23" a distance of 177.25 feet; thence South 59°57'25" West 80.00 feet, to the Southwesterly line of Jennie Barker Road, and the southeast Corner of Lot 1, Kansas Lodging 1 Addition; thence North 88°25'18 West 837.61 feet, along the South line of said Lot, to the Southeasterly line of K-156 (Kansas Avenue); thence South 44°46'34" West 350.78 feet, along said South line, to a point on the Southerly line of Highway K-156 (Kansas Avenue); thence South 89°54'00" East, 416.07 feet; thence South 0°00'00" West, 423.75 feet; thence South 46°46'08" East, 142.11 feet; thence South 43°13'52" West, 42.32 feet; thence South 46°46'08" East, 100.00 feet; thence South 43°13'52" West, 905.64 feet; thence South 46°46'08" East, 184.03 feet; thence South 42°41'55" West, 334.57 feet, to the North line of the Southeast Quarter of Section 9, Township 24 South, Range 32 West of the Sixth Principal Meridian; thence East, along said North line, to the West line of Jennie Barker Road; thence South 01°36'01 West, along said West right-of-way line, 1672.05 feet; thence North 88°23'59" West, 5.00 feet; thence South 01°36'01 West, parallel to the East line of said Southeast Quarter, 360.00; thence South 12°54'37" West, 50.99 feet; thence South 01°36'01 West, 519.16 feet, to the North line of Schulman Avenue; thence East, to the East right-of-way line of Jennie Barker Road; thence southerly, on the prolongation of the East line of Jennie Barker Road; thence South, on the East right-of-way line of Jenny Barker Road 629.82 feet; thence South 89°51'25" East, 1,291.33 feet; thence South 00°00'37" West, 659.29 feet; thence South 00°00'42" East, 848.27 feet; thence North 89°52'34" West 435.75 feet thence South 03°34'47" East, 169.84 feet; thence North 89°25'06" West 258.13 feet; thence North 01°55'58" East, 126.20 feet; thence North 89°49'59" West, 203.00 feet; thence South 01°52'41" West, 429.89 feet, to a point on the North line of the Southwest Quarter of Section 15, Township 24 South, Range 32 West, of the Sixth Principal Meridian, said line also being the North line of the Replat - Martin's Mobile Home Park, Inc.; thence South 89°44' East, 971.12 feet, along the North line of said Replat; thence South 00°04' West, 776.72 feet, along the ~~east line of said Replat~~; thence South 52°27'20" East, 888.09 feet, along the Northeast line of ~~the said Replat -Martin's Mobile Home Park, Inc., said line also being the Southerly of Lots 27 and 28 of the Replat of Lot 4, Lot 10, and Lot 16 in Airlinks Industrial Park~~; thence South 89°14'00" East, 540.93, feet along the North line of said Replat; thence South 00°06' East, 1,264.23 feet, along the east line of said Replat, to the Southeast corner of the Replat - Martin's Mobile Home Park, Inc., said point being on the North right-of-way line of U.S. Highway 50/400, thence South to the intersection of the South right-of-way line of said Highway and the West line of the Northeast Quarter of Section 22; thence East, along said right-of-way line to a point 254.8 feet East of the East line of the West Half of said Northeast Quarter, thence South, to a line 600 feet south of as measured parallel with the North line of Section 22, said line being the extended South line of Renicks Subdivision; thence West along said extended line to the East line of the West Half of said Northeast Quarter; thence South 280 feet along the East line of the West Half of said Northeast Quarter; ~~to the South Line of said Northeast Quarter~~; thence in a Southeasterly direction at a deflection angle of 36°52' a distance of 2,204.3 feet, to a point on the East line of Section 22 which is 2,640.58 feet north of the Southeast Corner of said Section, thence South at an interior angle of 143°08 to the intersection with a line a line 60 feet south of as measured perpendicular to and parallel with the East-West Half Section line of Section 23;

thence North 89°51'30" East 1,250 feet more or less, along said parallel line, to a point which is 60 feet south of and 1,028.38 feet west the intersection of the Half Section Line of Section 23 and the centerline of the Second Drainage District Ditch; thence North 0°14' East 60 feet to the East-West Half Section Line of Section 23; thence North 89°51'30" East 1,028.38 feet along said Half Section Line to the centerline of the Second Drainage District Ditch; thence along said centerline North 2°43'00" West 108.40 feet to a point of curvature; thence along a curve to the left a distance of 25 feet; thence North 89°51'30" East 348 feet to a point on the North-South Half Section Line of Section 23; thence South 0°18'30" East 130.0 feet along said Half Section line to the Center Corner of Section 23; thence East along said Half Section Line, 574.90 feet to the Northwest Corner of Towns Riverview Subdivision; thence Southeasterly along the Westerly boundary of said subdivision; thence East, 287.5 feet, along the South boundary of said subdivision to the Northeast corner of Tract E; thence South along the West line of said Tract E to the South line of said subdivision; thence West along the South line of said Section 23, to the West line of the Second Drainage District Ditch; thence Southeasterly and South along said West line, to the northerly right-of-way line of the B.N.S.F. Railroad; thence Northwesterly along said right-of-way to the East Line of Section 22; thence continuing Northwesterly along said right-of-way 1,770.0 feet to Southeast corner of Lot 1, Block 1, of the Parcel Plat of Ponderosa Addition; thence North 01°31'05" East 48.20 feet to the extreme Northeast Corner of said Lot 1, Block 1; (*TP&L, JBS & GCIP*); ~~thence West 145 feet, more or less, along the South Line of said Northeast Quarter to the East line of the West Half of said Northeast Quarter to a point 1,203.0 feet east of the Center Corner of Section 22; thence South, to the extreme Northeast corner of Lot 1, Block 1, of the Parcel Plat of Ponderosa Addition;~~ thence continuing along said boundary North 53°31'48" West 1,105.95 feet; thence North 01°50'16" East 247.06 feet, to the intersection with a line which is 200 feet south of and parallel with the East-West Half Section Line of Section 22; thence West 300.0 feet, along said line which is 200 feet south of and parallel with said East-West Half Section Line to the North-South Half Section Line of Section 22; thence North 200 feet, along said Half Section Line to the Center Corner of Section 22; thence North 01°51'08" East, 75.00 feet, to the Southerly Boundary of Lot 2, Block 1, T P & L Industrial Park; thence North 88°01'16" West, 100.00 feet; thence South 01°55'28" West, 75.10 feet; thence North 88°04'09" West, 93.43 feet; thence North 48°19'30" West, 294.42 feet; thence North 54°17'53" West 461.43 feet; thence Northwesterly along a curve to the right, with a radius of 1153.22 feet, an arc length of 1,126.76 feet, with a chord bearing North 26°18'29" West, 1,082.47 feet; thence N 01°41'00" East, 320.09 feet; thence Northwesterly along a curve to the left, with a radius of 781.24 feet, an arc length of 1,226.16 feet, with a chord bearing North 43°16'47" West 1,104.12 feet; thence North 88°14'32" West, 489.38 feet, along said line, to the East right-of-way line of Jennie Barker Road; thence North 01°47'49" East, 55.75 feet, along said right-of-way line; thence West, along the South right-of-way line of U.S. Highway 50/400, to the to the intersection with the East right-of-way line of U.S. Highway 83; thence continuing West, to the Northeast corner of Jameson Addition; thence South, 750.57 feet, along the East line of Jameson Addition, to the Southeast corner of said Jameson Addition; thence Northwesterly, 942.63 feet, along the south line of said Jameson Addition, to the Southwest corner of said Jameson Addition; thence North 76°43'38" West, 399.66 feet; thence North 76°46'24" West, 73.41 feet; thence North 03°22'20" East, 514.84 feet, to a point on the North line of Section 21, T24S, R32W; thence West, along said North line, to the Northwest corner of said Section 21; the west line of said Section 21, and continuing along the East line of the Northeast Quarter of Section 20, Township 24 South, Range 32 West of the Sixth Principal Meridian, to the intersection of said line with the North right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence Northwesterly, along said North right-of-way line, to the intersection of this line and the East line of the Southwest Quarter of the Southwest Quarter of Section 17; thence South, on the East line of the Southwest Quarter of the Southwest Quarter of said Section 17, to the South line of said Section 17; thence West, on the South line of said Section 17, to the POINT OF BEGINNING; AND a tract of land located in Section 21, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows: Commencing at the Northeast corner of said Section 21, thence South, 1,725.87 feet; thence West, 104.00 feet, to the POINT OF BEGINNING; thence South, along a line parallel line with to the East Line of said Section 21, to the North bank of the

Arkansas River; thence Westerly, meandering along the North bank of the Arkansas River, to the Easterly right-of-way line of US-83 highway; thence in a Northerly direction, along said Easterly right-of-way line, to the southerly right-of-way line of the BNSF Railroad; thence in an Easterly direction, along the South line of said Railroad, to the POINT OF BEGINNING; and EXCEPT a tract of land lying in the Northeast Quarter (NE ¼) of Section 16, Township 24 South, Range 32 West of the 6th Principal Meridian more particularly described as follows: BEGINNING at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 16; thence South 00°05'50" East, 30.00 feet, to the POINT OF BEGINNING; thence North 90°00'00" East, 149.00 feet, along the south line of Schulman Avenue; thence South 00°05'50" East, 242.50 feet; thence North 90°00'00" East, 149.00 feet; thence North 00°05'50" West, 242.50 feet, to the South right-of-way line of said Schulman Avenue; thence North 90°00'00" East to the POINT OF BEGINNING; and EXCEPT Lot 2, Block 1, Lang Add; and EXCEPT the following tract in Section 16, commencing at the Southeast corner of said Section 16, thence South 89° 41' 58" West, along the South line of said Section, 476.74 feet; thence North 00° 06' 34" West, 64.59 feet to a point on the North right-of-way line of US Highway 50, said point being the POINT OF BEGINNING; thence continuing North 00° 06' 34" West, 278.77 feet, to the South Line of Lot 1, Block 1, Davis-Thompson Acres First Addition, thence South 89° 38' 56" West, 360.78 feet, along said South line to the to the Northeast corner of Lot 1, Block 1, Love's Subdivision; thence South 01° 33' 58" West, along the East line of said Lot, 278.55 feet, (Love's) to the North right-of-way line of US Highway 50, thence East along said right-of-way line to the POINT OF BEGINNING; and EXCEPT the following tract in Section 22, beginning at the intersection of the South right-of-way line of U.S. Highway 50/400 and the West line of the Northeast Quarter of Section 22, thence South 01°51'25" West, 1,460.58 feet, more or less, to the Northeast corner of Lot 2, Block 1, T P & L Industrial Park; thence North 88°14'35" West, 685.00 feet, along the boundary of Lot 2, Block 1, T P & L Industrial Park; thence North 01°36'09" East, 684.59 feet, along said boundary; thence North 88°08'35" West, 6.98 feet, along said boundary; North 01°51'25" West, 771.42 feet, along said boundary, to the South right-of-way line of U.S. Highway 50/400; thence East along said right-of-way, to the West line of the Northeast Quarter of Section 22 to the POINT OF BEGINNING; And EXCEPT the following tract, BEGINNING at a point on the East right-of-way line of U.S. Highway 50/83/400, said point being South 06°50'25" East and 693.17 feet from the North Quarter Corner of Section 9, Township 24 South, Range 32 West of the Sixth Principal Meridian, thence along said right-of-way, North 06°47'07" East 579.09 feet; thence North 75°54'33" East 140.89 feet, to the South line of Mary Street; thence North 13°30'47" E 81.74 feet, to the North line of Mary Street; thence North 60°05'45" W 146.24 feet; thence North 0°57'20" W 310.67 feet; thence South 88°20'45" East 952.07 feet; thence South 01°39'15" W 380.00 feet to the North line of Mary Street; thence South 88°21'23" East 399.07 feet, along said line, to the Southeast corner of Lot 1, Block 1, O'Brate Addition; thence continuing South 88°21'23" East 210.13 feet along said line extended; thence continuing along the Northerly line of Mary Street, along a curve to the right, with a radius of 540.00 feet, an arc distance of 303.15 feet, with a chord bearing South 61°25'54" East 299.87 feet along said line; thence South 45°13'26" East 80.86 feet, along said line; thence South 89°46'34" East 21.21 feet along said line to the Northwesterly line of K-156; thence South 44°46'34" West 695.68 feet along said line; thence North 46°54'13" West, 75.00 feet; thence South 43°05'47" West, 150.00 feet; thence North 46°54'13" West, 500.00 feet; thence South 90°00'00" West, 111.95 feet; thence South 00°00'00" East, 367.80 feet, to the South line of Mary Street; thence South 90°00'00" West, 219.00 feet, along said South line; thence South 0°00'00" West, 625.00 feet; thence South 90°00'00" West, 671.43 feet; to the POINT OF BEGINNING; and EXCEPT the following tract, commencing at the at the Northwest Corner of said Section 10, thence East along the North line of said Section, 32 feet; thence South on a line parallel with the West line of said Section, 398 feet, to the POINT OF BEGINNING; thence East along a line parallel with the North line od said Section, 417 feet; thence South along a line parallel with the West line of said Section 208.5; thence West, along a line parallel with the North line of said Section, 417 feet; thence North 208.5 feet to the POINT OF BEGINNING; and EXCEPT the following tract,(Darling National & Felix Ranch Addition) BEGINNING at the Northeast Corner of Lot 1, Block 1, Felix Ranch Addition; thence N 53°30'04" W 1,609.34 feet to the Northwest Corner of

said Lot 1; thence S 01°38'18" W 468.77 feet; thence S 01°38'03" W 298.14 feet to Southwest Corner of Lot 2, Block 1, Felix Ranch Addition, said point being on the South line of the West Half of the Northeast Quarter of Section 22, thence West along the South Line of said Northeast Quarter to the East line of the West Half of said Northeast Quarter to a point 1,203.0 feet east of the Center Corner of Section 22; thence South 839.55 feet; thence Southeasterly at an interior angle of 124°57' to the west right-of-way line of Farmland Road; thence north 1,697.40 feet along said right-of-way to the POINT OF BEGINNING.

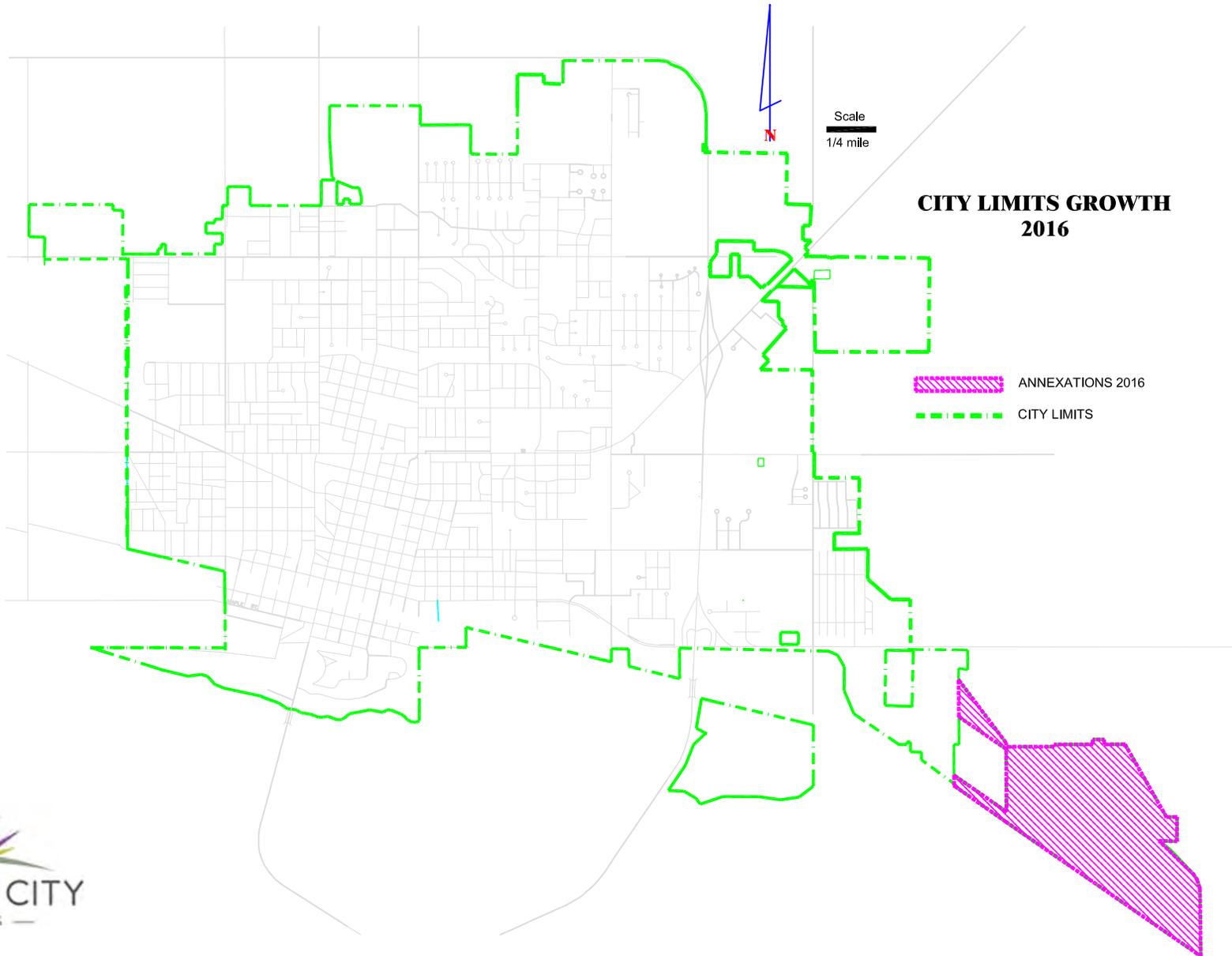
SECTION 2. That pursuant to K.S.A. 12-518, the City Clerk shall file certified copies of this Resolution with the county clerk, register of deeds, state transportation engineer and the county election commissioner.

ADOPTED by the Governing Body of the City of Garden City, Kansas on the 6th day of December, 2016.

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: December 6, 2016
RE: Rural Housing Incentive District resolution establishing a date and time for a public hearing

ISSUE:

The Governing Body is asked to consider a resolution establishing a date and time for a public hearing for the Prairie View Acres Rural Housing Incentive District.

1. Resolution No. _____-2016, a resolution of the Governing Body of the City of Garden City, Kansas determining that the City is considering establishing a Rural Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such proposed district; establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing. (Prairie View Acres project)

BACKGROUND:

The developer for Prairie View Acres located on Campus Drive just south of the Trails Apartment Complex is requesting to restart their Rural Housing Incentive District (RHID). The Prairie View Acres RHID became effective on January 1, 2015. However, due to infrastructure setbacks, they have not yet begun building any housing units. They are scheduled to begin construction again within the next few months, but they have lost two years on their RHID. They are requesting to restart the RHID, making the effective date January 17, 2017 to help recoup their expenses.

To restart their RHID they are required to go back through the approval process. As required by the RHID Statute, this resolution establishes a date and time for a public hearing at which an amendment to the existing development plan and an ordinance establishing the Prairie View Acres RHID will be considered.

The date and time established in the resolution is January 17, 2017 at 2:00 p.m. The existing Prairie View Acres RHID Development Plan, which includes the development agreement, is attached for your review. The dates will be updated in the development plan, and an amended development plan will be presented with the ordinance at the January 17 Commission meeting.

The development will consist of five 36 unit apartment buildings, and 19 lots for duplexes and 12 lots for four-plex townhouse structures. There will be 106 garages and additional on-site parking for the apartments and the duplexes and four-plexes will have garages. The apartments, duplexes, and four-plexes will have cable and washer and dryer hookups. Staff has determined this project would comply with the most recent housing study.

The property is already zoned "R-3", Multiple Family Residential District and is ready for development.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of the resolution.

FISCAL NOTE:

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

ATTACHMENTS:

Description	Upload Date	Type
Development Plan	11/30/2016	Backup Material
Resolution	11/30/2016	Resolution

**DEVELOPMENT PLAN
FOR PRAIRIE VIEW ACRES RURAL HOUSING INCENTIVE DISTRICT
OF THE CITY OF GARDEN CITY, KANSAS
July, 2014**

INTRODUCTION

On August 24, 2013 the Governing Body of the City of Garden City, Kansas (the City) adopted Resolution No. 2541-2013 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. 2541-2013, 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 October 1, 2013, the Secretary of Commerce provided written confirmation, approving the establishment of the Prairie View Acres Rural Housing Incentive District (the District) (Resolution 2541-2013, exhibits A-1 and A-2).

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 Prairie View Acres Rural Housing Incentive District is:

A Tract of Land in the North Half (N/2) of the Northeast Quarter (NE/4) of Section Five (5), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., more particularly described as follows: Commencing at the Northeast corner of Section Five (5); Thence at a bearing based on the highway easement record dated 7/9/81 of South 01°06'00" West along the East line of Section Five (5) for a distance of 880.10 Feet to a found PK nail being the point of beginning; Thence continuing South

01°06'00" West to a found 5/8" diameter R-Bar capped "MLS 1114" a distance of 417.92 Feet; Thence North 88°19'08" West to a found 5/8" diameter R-Bar capped "MLS 1114" and the North-South Half section a distance of 2,641.64 Feet; Thence North 0°58'40" East along the North-South half section line to a found 1/2" diameter R-Bar a distance of 850.49 Feet; Thence South 88°26'32" East along the South line of a Deed recorded in Vol. 59, Page 959 to a found 1/2" diameter R-Bar a distance of 663.01 Feet; Thence South 0°50'32" West to a set 1/2" diameter R-Bar capped "Lot Taylor Kals 665" a distance of 438.52 Feet; Thence South 88°27'00" East partially along the South line of the "Replat of The Trails, first Plat", a distance of 1978.42 Feet to the point of beginning.

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 2013 is \$11,350.00.
3. The name and address of the owner(s) of record for the real estate with in the District is:

CG Investments, LLC
955 236th St. Suite 3, NE
North Liberty, IA 52317

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

Housing Facilities

There will be five (5) thirty six (36) unit apartment buildings, nineteen (19) duplexes, and twelve (12) four-plexes. Parking will be provided on site for the apartments and the duplexes and four-plexes will have garages. The apartments, duplexes, and four-plexes will have cable and washer and dryer hookups.

Public Facilities

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

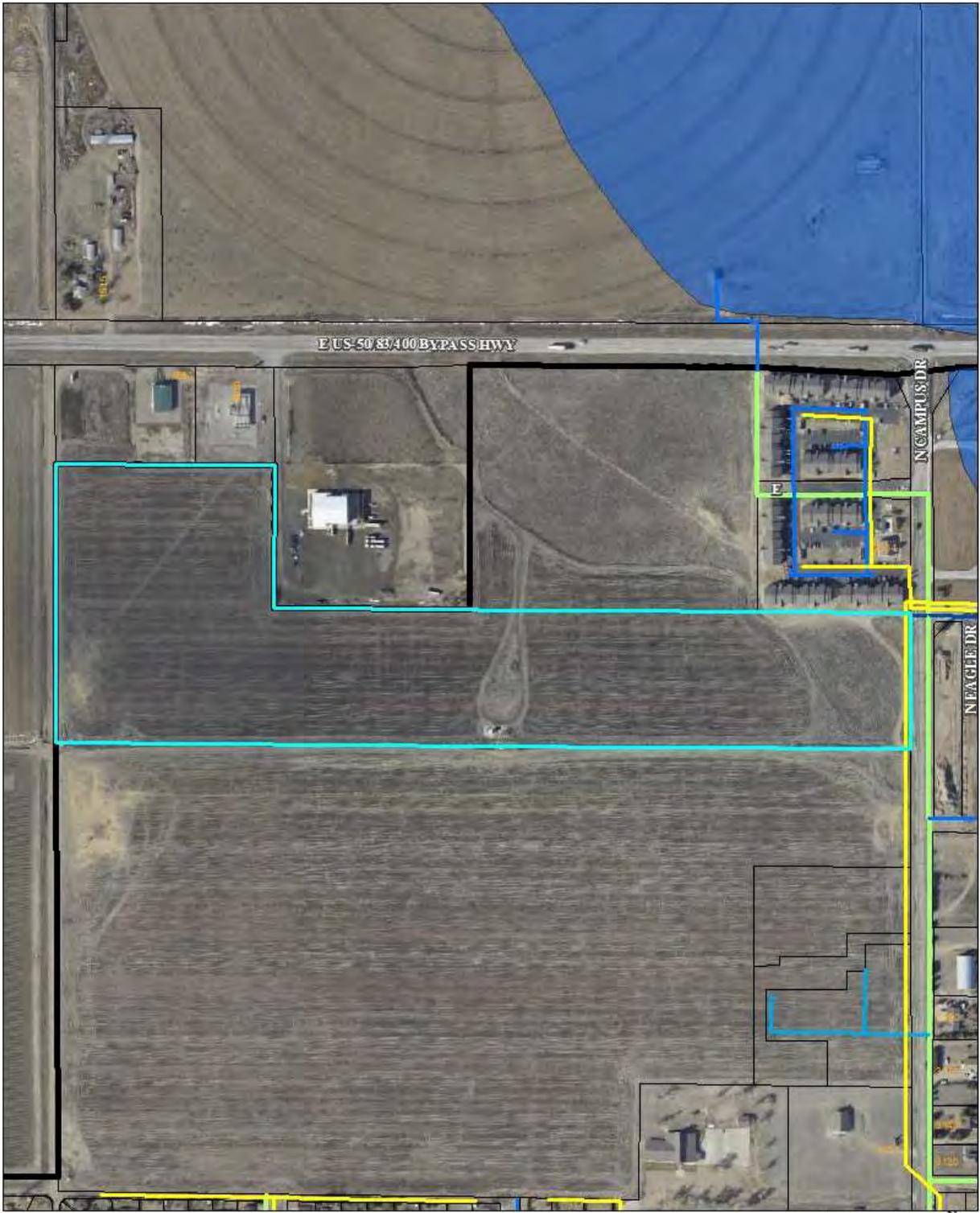
5. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

Owner(s) of Real Property:	CG Investments, LLC
Developer: (Site Work and Infrastructure)	CJ's Construction

1. The Governing Body of the City entered into a Development Agreement with CG Investments, LLC, in July of 2014. The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City. The complete Development Agreement is attached hereto as **Exhibit C**.

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

**DEVELOPMENT PLAN – EXHIBIT A
MAP OF PRAIRIE VEIW ACRES
RURAL HOUSING INCENTIVE DISTRICT**



E US-50 83,400 BYPASS HWY

N CAMPUS DR

N EAGLE DR

0 230 460 920 Feet



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

Cost of Infrastructure Improvements	
\$	5,135,400.00

	Value	Property	Mill Levy	Annual Tax
2013 Appraised Value	\$ 11,350.00	30.0%	0.128716	\$ 438.28

City Estimate	Land + Building	Property	Mill Levy	Post Improver	Increment	Number of Lots	
Duplex	\$ 220,000.00	11.5%	0.128716	\$ 3,256.51	\$ 2,818.24	18	\$ 50,728.26
Four-plex	\$ 400,000.00	11.5%	0.128716	\$ 5,920.94	\$ 5,482.66	12	\$ 65,791.90
36 Unit Apartment	\$ 2,000,000.00	11.5%	0.128716	\$ 29,604.68	\$ 29,166.40	5	\$ 145,832.01

15 year Estimate for Build Out Over Time

	Estimated Value	Property Class	Mill Levy	Est. Property Tax	Annual Increment	Increment Years	Total Rebate
4 Four-plex, 6 Duplex	\$ 2,920,000.00	11.5%	0.128716	\$ 43,222.83	\$ 42,784.55	15	\$ 641,768.32
4 Four-plex, 6 Duplex	\$ 2,920,000.00	11.5%	0.128716	\$ 43,222.83	\$ 42,784.55	14	\$ 598,983.77
2 Four-plex, 2 Duplex, 1 36 Unit Apt.	\$ 3,240,000.00	11.5%	0.128716	\$ 47,959.58	\$ 47,521.30	13	\$ 617,776.95
2 Four-plex, 2 Duplex, 1 36 Unit Apt.	\$ 3,240,000.00	11.5%	0.128716	\$ 47,959.58	\$ 47,521.30	12	\$ 570,255.64
2 Duplex, 1 36 Unit Apt.	\$ 2,440,000.00	11.5%	0.128716	\$ 36,117.71	\$ 35,679.43	11	\$ 392,473.75
1 36 Unit Apt.	\$ 2,000,000.00	11.5%	0.128716	\$ 29,604.68	\$ 29,166.40	10	\$ 291,664.02
1 36 Unit Apt.	\$ 2,000,000.00	11.5%	0.128716	\$ 29,604.68	\$ 29,166.40	9	\$ 262,497.62
						Total	\$ 3,375,420.07

If the apartments are appraised at \$2,000,000.00, duplexes at \$220,000.00, and the four-plexes at \$400,000.00 and the project is built out over approximately seven years the increment tax for 15 years would total approximately \$3,375,420.07. This does not exceed the amount of estimate eligible expenses.

**DEVELOPMENT PLAN – EXHIBIT C
DEVELOPMENT AGREEMENT**

**Development Agreement
PRAIRIE VIEW ACRES**

THIS DEVELOPMENT AGREEMENT (hereinafter “Agreement”), entered into this ___ day of August, 2014, by and between the **CITY OF GARDEN CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **CG Investments, LLC** (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 “Prairie View Acres” (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 Prairie View Acres Project, attached hereto and incorporated herein by reference (hereinafter “the Property”); and,
- C. WHEREAS**, Developer desires to develop the Property by construction of apartments, duplexes, and four-plexes 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 CG Investments, LLC 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. 2541-2013 on August 20, 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 October 1, 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 effective date of the District shall be January 1, 2015.

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 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 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 financed 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 2015 and shall continue until such time as the Project Costs have been fully reimbursed to Developer, but not to exceed fifteen (15) years from January 1, 2015. City shall have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Finney County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A).

ARTICLE V

GENERAL PROVISIONS

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

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

5.3 SUCCESSORS AND ASSIGNS.

- a. This agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- b. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.
- c. Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior

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

5.4 REMEDIES. Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the Rural Housing Incentive District. For purposes of this **Section 5.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

5.5 FORCE MAJEURE. Neither City nor Developer nor any successor in interests shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or

contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

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

a. In the case of Developer, to:
CG Investments, LLC
955 236th St. Suite 3, NE
North Liberty, IA 52317

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**.

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

5.8 INSURANCE; DAMAGE OR DESTRUCTION OF DEVELOPMENT PROJECTS.

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

- (i.) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,
 - (ii.) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
 - (iii.) Workers Compensation insurance, with statutorily required coverage.
- a. The policies of insurance required pursuant to clauses (i.) and (ii.) above shall be in form and content reasonably satisfactory to City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i.) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this section shall name City as an additional insured. Developer shall deliver to City evidence of all insurance to be maintained hereunder.

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

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

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

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

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

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

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

5.16 RELEASE 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.

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

5.16.2 Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property

or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

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

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

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

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

5.17 COST OF THE LEGAL FEES. Upon execution of this Agreement, Developer shall reimburse City for all legal and professional Costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents

necessary for implementation of the Rural 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.

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

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

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

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

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

CITY OF GARDEN CITY, KANSAS

By: _____
Roy Cessna, Mayor

Dated: July ____, 2014

ATTEST: (SEAL)

Celyn N. Hurtado, City Clerk

CG Investments, LLC

By: _____
Cory Hodapp

Dated: July ____, 2014

SCHEDULE OF EXHIBITS OF THE DEVELOPMENT AGREEMENT

Exhibit A	Property Description
Exhibit B	Map of Rural Housing Incentive District Boundaries for PRAIRIE VIEW ACRES Project
Exhibit C	PRAIRIE VIEW ACRES Site Development Plan
Exhibit D	Eligible costs for PRAIRIE VIEW ACRES Project
Exhibit E	Certification of Substantial Completion Form

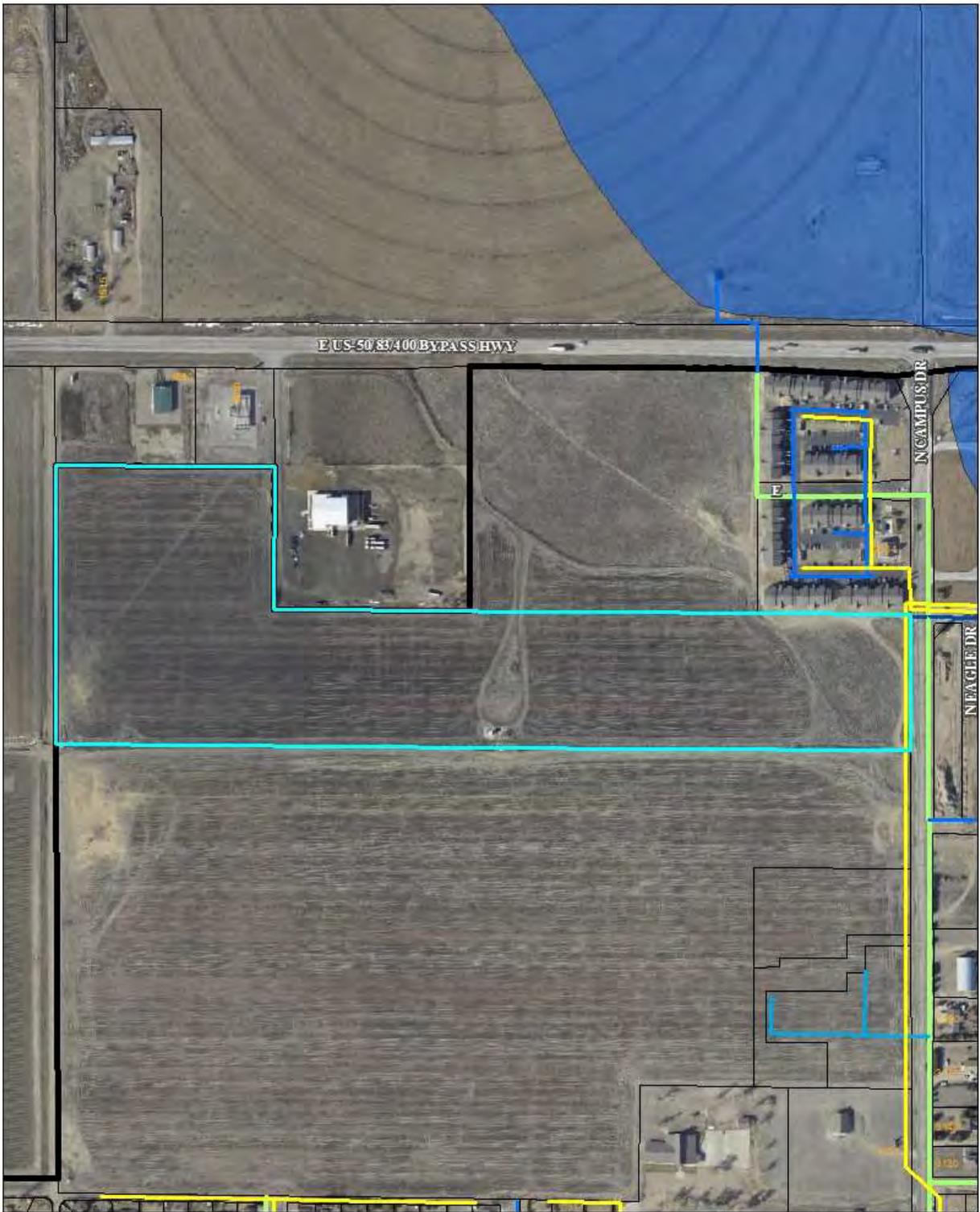
EXHIBIT A

PROPERTY DESCRIPTION

A Tract of Land in the North Half (N/2) of the Northeast Quarter (NE/4) of Section Five (5), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., more particularly described as follows: Commencing at the Northeast corner of Section Five (5); Thence at a bearing based on the highway easement record dated 7/9/81 of South 01°06'00" West along the East line of Section Five (5) for a distance of 880.10 Feet to a found PK nail being the point of beginning; Thence continuing South 01°06'00" West to a found 5/8" diameter R-Bar capped "MLS 1114" a distance of 417.92 Feet; Thence North 88°19'08" West to a found 5/8" diameter R-Bar capped "MLS 1114" and the North-South Half section a distance of 2,641.64 Feet; Thence North 0°58'40" East along the North-South half section line to a found 1/2" diameter R-Bar a distance of 850.49 Feet; Thence South 88°26'32" East along the South line of a Deed recorded in Vol. 59, Page 959 to a found 1/2" diameter R-Bar a distance of 663.01 Feet; Thence South 0°50'32" West to a set 1/2" diameter R-Bar capped "Lot Taylor Kals 665" a distance of 438.52 Feet; Thence South 88°27'00" East partially along the South line of the "Replat of The Trails, first Plat", a distance of 1978.42 Feet to the point of beginning.

EXHIBIT B

MAP OF RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR PRAIRIE VIEW ACRES



0 230 460 920 Feet



EXHIBIT D

ELIGIBLE COSTS FOR
PRAIRIE VIEW ACRES PROJECT

Prairie View Acres Site Work Estimates:

ELIGIBLE EXPENSES	
Broker/Closing Expense	\$ 15,400.00
Deed/ Title Work	\$ 28,000.00
Appraisal	\$ 8,500.00
Grading	\$ 725,000.00
Electrical	\$ 490,000.00
Water/Sewer/Storm	\$ 845,000.00
Silt Fence/DNR-Management	\$ 18,500.00
Paving	\$ 1,174,000.00
Rock	\$ 395,000.00
Insurance	\$ 26,000.00
Engineering	\$ 158,000.00
Landscaping/Signage	\$ 165,000.00
Storm Water Permit	\$ 16,500.00
Street Lights	\$ 15,000.00
Sidewalks	\$ 315,000.00
Terracon Test	\$ 28,000.00
Interest	\$ 455,000.00
Legal/Development Admin Fees	\$ 135,000.00
Mobilization Expenses	\$ 42,500.00
City Administration Fees	\$ 80,000.00
TOTAL	\$ 5,135,400.00

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

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of CJ's Construction (the Developer), pursuant to Section 3.4.3 of the Development Agreement dated as of August ___, 2014 (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: _____

CG Investments, LLC

By: _____

Name:

Title:

Resolution No. _____

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

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

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

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

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

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

WHEREAS, the City of Garden City, Kansas (the City) has an estimated population of approximately 30,678, is located in Finney County, Kansas, which has an estimated population of approximately 40,964, and therefore constitutes a City as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis updated August, 2012 (the Analysis), a copy of which is on file in the office of the City Clerk, and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No.2541-2013 which made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated October 1, 2013 authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the District); and

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

WHEREAS, the Plan includes:

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

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

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

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

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

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on January 17, 2017, at the City Commission Meeting Room, City Hall, 301 N. 8th Street, Garden City, Kansas 67846; the public hearing to commence at 2:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

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

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

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

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

ADOPTED by the Governing Body of the City of Garden City, Kansas on December 6, 2016.

Chris Law, Mayor

Celyn N. Hurtado, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. _____ adopted by the Governing Body of the City on December 6, 2016 as the same appear of record in my office.

DATED: December____, 2016

Celyn N. Hurtado, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR
CG INVESTMENTS, LLC PROJECT**

A Tract of Land in the North Half (N/2) of the Northeast Quarter (NE/4) of Section Five (5), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., more particularly described as follows: Commencing at the Northeast corner of Section Five (5); Thence at a bearing based on the highway easement record dated 7/9/81 of South 01°06'00" West along the East line of Section Five (5) for a distance of 880.10 Feet to a found PK nail being the point of beginning; Thence continuing South 01°06'00" West to a found 5/8" diameter R-Bar capped "MLS 1114" a distance of 417.92 Feet; Thence North 88°19'08" West to a found 5/8" diameter R-Bar capped "MLS 1114" and the North-South Half section a distance of 2,641.64 Feet; Thence North 0°58'40" East along the North-South half section line to a found 1/2" diameter R-Bar a distance of 850.49 Feet; Thence South 88°26'32" East along the South line of a Deed recorded in Vol. 59, Page 959 to a found 1/2" diameter R-Bar a distance of 663.01 Feet; Thence South 0°50'32" West to a set 1/2" diameter R-Bar capped "Lot Taylor Kals 665" a distance of 438.52 Feet; Thence South 88°27'00" East partially along the South line of the "Replat of The Trails, first Plat", a distance of 1978.42 Feet to the point of beginning.

EXHIBIT B

**MAP OF PROPOSED RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES
FOR CG INVESTMENTS, LLC PROJECT**

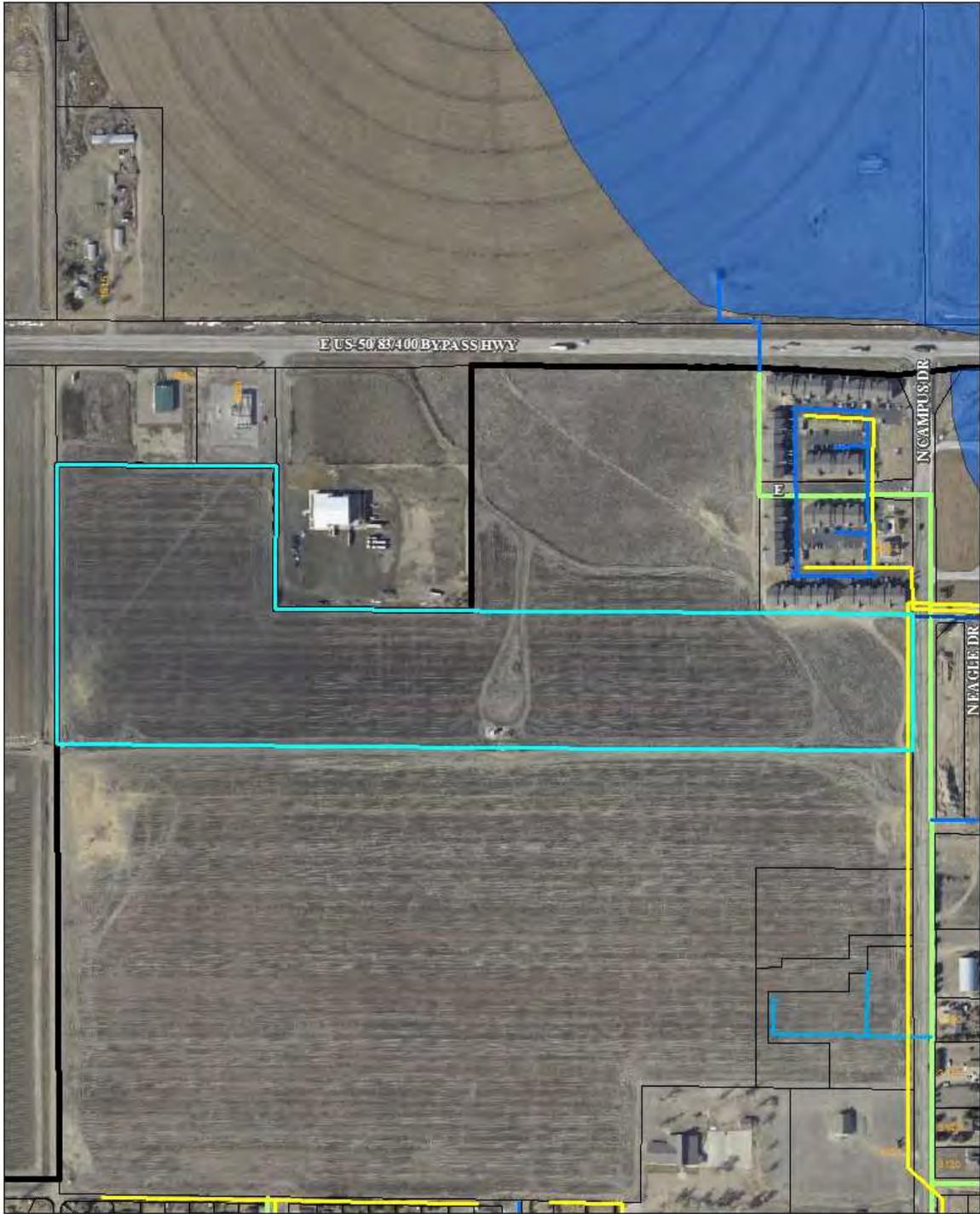


EXHIBIT C

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

CG Investments, LLC
955 236th St. Suite 3, NE
North Liberty, IA 52317

EXHIBIT D

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

Housing Facilities

The CG Investments, LLC project will contain five (5) thirty six (36) unit apartment buildings and residential lots consisting of nineteen (19) duplexes and twelve (12) four-plex townhouse structures. Each individual housing unit will have laundry hookups, cable television hookups, and onsite parking.

Public Facilities

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

EXHIBIT E

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

Contractual Assurances

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

Feasibility Study

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

CERTIFICATE OF DELIVERY AND PUBLICATION

STATE OF KANSAS)

) §:

COUNTY OF FINNEY)

The undersigned, City Clerk of the City of Garden City, Kansas (the City), does hereby certify, as follows:

- (a) On _____, 2016, I caused a certified copy of Resolution No. _____ with **Exhibits A thru E** attached (the Resolution), to be delivered to the following:
 - 1) The Board of County Commissioners of Finney County, Kansas;
 - 2) The Board of Education of U.S.D. 457;
 - 3) The Board of Trustees of Garden City Community College; and
 - 4) The Planning Commission of the City.
- (b) I caused a copy of the Resolution to be published one time in **The Garden City Telegraph**, the official newspaper of the City, on July ____, 2016, which date was not less than one week nor more than two weeks preceding the date fixed for the public hearing. A true copy of the affidavit of publication of the Resolution is attached to this Certificate.

WITNESS my hand and seal on July ____, 2016.

Celyn N. Hurtado, City Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: December 6, 2016
RE: GC2016-73/74 Rezone and Comprehensive Plan Amendment for 1913 Old Lovers Lane, Garden City, KS.

ISSUE:

The Governing Body is asked to consider the comprehensive plan amendment and the rezoning of 1913 Old Lovers Lane from “C-2” General Commercial District to “R-3” Multiple Family Residential District.

1. Ordinance No. _____-2016, an ordinance approving the rezoning of land from “C-2” General Commercial District to “R-3” Multiple Family Residential District; amending the Zoning Ordinance, the Comprehensive Plan of the City, and the District Zoning Map of the City; repealing the current Zoning Ordinance, Comprehensive Plan, and District Zoning Map; all to the Code of Ordinances of the City of Garden City, Kansas.

BACKGROUND:

General Information			
Date:	December 6 th , 2016	Jurisdiction:	Garden City
Owner:	Herbert and Wanda Dougherty		
Applicant:	Herbert and Wanda Dougherty		
Requested Action:	Rezoning from “C-2” General Commercial District to “R-3” Multiple Family Residential District		
Purpose:	Rezone property to bring the property up to conformity.		
Location Address:	1913 Old Lovers Lane, Garden City, KS		
Comprehensive Plan:	The proposed land use is not consistent with the Comprehensive Plan		
Sites Existing Zoning:	“C-2” General Commercial District		
Surrounding Zoning:	North	“C-2” General Commercial District	
	South	“C-2” General Commercial District	
	East	“C-2” General Commercial District	
	West	“R-3” Multiple Family Residential District	
Land Area:	Contains 0.366 acres +/-		
Notice Date:	This project was published and noticed by mail as required by		

Comments & Required Improvements

1. The applicant is requesting to rezone this parcel from “C-2” General Commercial District to “R-3” Multiple Family Residential District.
2. The applicant would like to rezone the property to bring it up to conformity. The property is currently Mr. Dougherty’s, single family residence and has been for over 30 years. He would like to rezone the property so that it better fits its intended use.
3. The Comprehensive Plan for the City currently categorizes the future land use of the parcel as commercial potential. To allow for the rezoning request, the applicant is requesting that the Comprehensive Plan be amended to categorize the future land use of the parcel as commercial/residential potential.

The Governing Body may approve their findings according to the criteria in Section 27.040 of the Finney County Zoning Regulations. Below is the complete list of these criteria:

27.040. AMENDMENT EVALUATION CRITERIA.

Prior to taking any action on a request for an amendment which is not a general revision of the Zoning Regulations and which will affect specific property, the Governing Body shall give consideration to the following evaluation criteria:

- (A) The physical character of the neighborhood surrounding the property under consideration.
- (B) The existing zoning and land uses of properties both adjacent and near the property under consideration,
- (C) The suitability under existing conditions of the subject property for the land uses to which it has been zoned
- (D) The extent to which removal or alteration of the existing zoning classification will affect nearby properties (outlined in (B) above),
- (E) The length of time the subject property has remained vacant as zoned (if applicable),
- (F) The relative gain to the public health, safety and welfare by the change of value of the landowner’s property compared to any hardship that may be imposed upon the landowner,
- (G) The consideration of recommendations of permanent or professional staff (if applicable),
- (H) The conformance of a proposed zoning change to the adopted or recognized Comprehensive Plan being utilized by the County of Finney County, Kansas, and
- (I) Other factors relevant or specific to a particular proposed zoning amendment.

ALTERNATIVES:

The Governing Body may:

1. Approve the Comprehensive Plan amendment and rezoning request.
2. Not approve the Comprehensive Plan amendment and rezoning request.

RECOMMENDATION:

Staff Recommendation: Staff recommends approval of the comprehensive plan amendment and the rezoning request.

Planning Commission Recommendation: The Planning Commission recommended approval of the Comprehensive Plan amendment and approval of the rezone.

Yea vote- 6

Nay vote- 0

FISCAL NOTE:

None

ATTACHMENTS:

Description

Minutes, Maps, & Pictures

Ordinance

Upload Date Type

11/30/2016 Backup Material

11/30/2016 Ordinance



NEIGHBORHOOD &
DEVELOPMENT
SERVICES
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FINNEY COUNTY
620-276-1170

INSPECTIONS
620-276-1120

CODE COMPLIANCE
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GARDEN CITY, KS
67846-0998
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*Attached are the minutes pertaining to this case.

GC2016-73/74 Amend Comp. Plan & Rezone 1913 Old Lovers Lane from “C-2” to “R-3”, Herbert/Wanda Dougherty

Staff Croteau reads staff report.

Herbert Dougherty – We own 1913 Old Lovers Lane. When I moved in there thirty-one years ago the zone was either/or (residential or commercial) and all of a sudden it keeps on changing and we would like to get it back to our regular house zoning.

Staff Davidson – As far back as we can see it has been zoned commercial.

Herbert Dougherty – If you look at this (vicinity map) all the way around us, these apartments are zoned right. They’re making money and I’m not.

Secretary Kentner – What he’s saying is that lot you see there in the air photo with the parking lot in the middle, you amended the comprehensive plan and rezoned that when they built the apartments on there because that lot was actually previously commercial as well and they had no luck selling the property. I don’t see any issues with making this rezoning and comprehensive plan amendment considering that it is a residence and he’s been there for thirty years.

Herbert Dougherty – I’m just trying to get my house back to where it was. What happens on the insurance? If I have a fire, they might say they aren’t going to give me one-hundred thousand dollars to rebuild it because it’s zoned the other way and I lose money on my property.

Chairman Lopez – How old is your home?

Herbert Dougherty – I have no idea. I think maybe one-hundred (years) or something. We put siding on and carpet and we got it up to par like the City wanted.

Chairman Lopez – The reason I’m asking is because, as you said, the house has been there all this time and I’m trying to get an idea of how long it’s been. Everything has changed around that area.

Herbert Dougherty – It’s a good house and we’re still living there. It used to be dirt and we had to pay for the pavement there as well as the pavement on Campus. We pay our bills.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

Member Law – I’m not sure I understand what we’re trying to accomplish here.

Secretary Kentner – Basically his property is currently zoned commercial. If he ever wanted to sell the property or if it was damaged by over fifty percent by an act of God, fire, and so on, then in order for him to sell the property, get a residential loan, or rebuild after a disaster, it would have to be residentially zoned. In this case, his intent is to continue to use it as residential and to protect his investment. This is one of those issues where we have found that there are certain areas in town where I think the intent for that property was to go commercial in the future but over time that doesn’t necessarily happen and you take that into consideration.

Chairman Lopez – As I understand, the area has changed around him over the years and what he’s doing is looking for a little more flexibility on what he’s able to with his property.

Vice-chairman Germann – Why R-3? Is it because it conforms to mostly of what is around it?

Secretary Kentner – Yes, you wouldn’t be able to rezone it to single family residential without possibly running into a spot zoning claim or issue. R-3 zoning does allow single family homes to be in it; it’s not the ideal situation but it does work.

Chairman Lopez – He is adjacent to the R-3 district.

Member Stewart – So if they wanted to build more apartments there then eventually they could.

MEMBER HITZ MAKES MOTION TO APPROVE THE AMENDMENT TO THE COMPREHENSIVE PLAN. VICE-CHAIRMAN GERMANN SECONDS MOTION.

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

Germann	Hitz	Gigot	Howard	Law	Lopez	Schneider	Schwindt	Stewart
Yea	Yea	Not Present	Yea	Yea	Yea	Not Present	Not Present	Yea



MEMBER HITZ MAKES MOTION TO APPROVE THE REZONING OF 1913 OLD LOVERS LANE FROM C-2 GENERAL COMMERCIAL DISTRICT TO R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT. VICE-CHAIRMAN GERMANN SECONDS MOTION.

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

Germann	Hitz	Gigot	Howard	Law	Lopez	Schneider	Schwindt	Stewart
Yea	Yea	Not Present	Yea	Yea	Yea	Not Present	Not Present	Yea

**These minutes are draft only and have not been reviewed by the Planning Commission.*

**NEIGHBORHOOD &
DEVELOPMENT**

SERVICES

SERVING

GARDEN CITY

HOLCOMB

AND

FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

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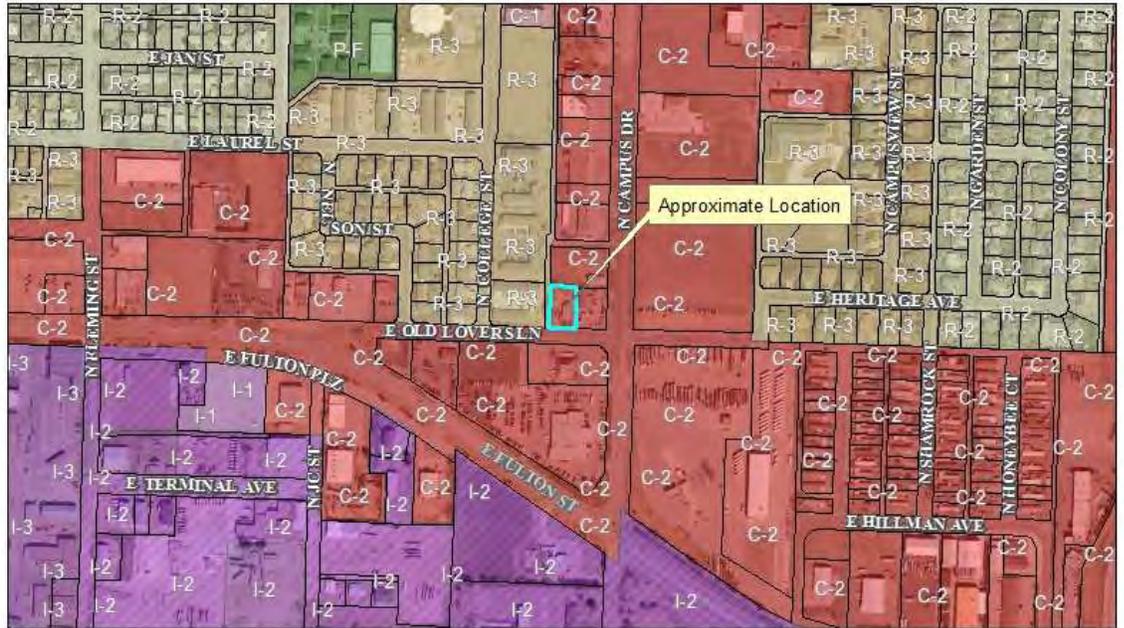
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Case Number: GC2016-73/74
Applicant: Herbert & Wanda Dougherty
Address: 1913 Old Lovers Lane
Request: Rezone "C-2" to "R-3" & Amendment to Comprehensive Plan





NEIGHBORHOOD &
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Figure 1: View of property looking north



Figure 2: View of property looking northwest

ORDINANCE NO. _____ -2016

AN ORDINANCE APPROVING THE REZONING OF LAND FROM "C-2" GENERAL COMMERCIAL DISTRICT TO "R-3" MULTIPLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE ZONING ORDINANCE, THE COMPREHENSIVE PLAN OF THE CITY, AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE, THE COMPREHENSIVE PLAN, AND DISTRICT ZONING MAP; 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. The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2528-2011, with all amendments thereto, is hereby amended to rezone the below described real property from "C-2" General Commercial District to "R-3" Multiple Family Residential District:

Starting at the Southeast corner of the NE/4 of the SE/4 of Section 17, T24S, R32W of the 6th P.M. in Finney County, Kansas, thence West along the South line of said NE/4 of the SE/4 a distance of 200 feet, thence North on a line parallel to the East line of said Section 17 a distance of 30 feet to the actual point of beginning, thence continuing North on the same course a distance of 159.6 feet, thence West at an interior angle of 90°42' a distance of 100 feet, thence South at an interior angle of 89°18' a distance of 159.4 feet, thence East at an interior angle of 90°35' a distance of 100 feet to the point of beginning, containing 0.37 acres more or less. Also known as 1913 East Fulton.

SECTION 2. The "Future Land Use Map" of the City of Garden City, Kansas adopted by Ordinance No. 2469-2010 with all amendments thereto, is hereby amended as follows:

The boundary of Commercial/Residential Potential overlay is hereby amended to include the following described real property:

Starting at the Southeast corner of the NE/4 of the SE/4 of Section 17, T24S, R32W of the 6th P.M. in Finney County, Kansas, thence West along the South line of said NE/4 of the SE/4 a distance of 200 feet, thence North on a line parallel to the East line of said Section 17 a distance of 30 feet to the actual point of beginning, thence continuing North on the same course a distance of 159.6 feet, thence West at an interior angle of 90°42' a distance of 100 feet, thence South at an interior angle of 89°18' a distance of 159.4 feet, thence East at an interior angle of 90°35' a distance of 100 feet to the point of beginning, containing 0.37 acres more or less. Also known as 1913 East Fulton.

SECTION 3. The "Future Land Use Map" adopted by Ordinance No. 2469-2010, as previously existing and amended, be and the same is hereby amended, to be replaced and continue hereafter as amended in this ordinance.

SECTION 4. The District Zoning Map referred to in the Zoning Regulations, Section 3.020, of the City of Garden, Kansas, adopted by Ordinance No. 2528-2011, as previously existing and amended, be and the same is hereby amended, to be consistent with the amendments set forth herein.

SECTION 5. The current Zoning Ordinance, Zoning Regulations, and District Zoning Map of the City of Garden City, Kansas, as previously existing and amended, be and the same hereby are repealed, to be replaced as specified in this ordinance. All sections of the Zoning Ordinance, Zoning Regulations, and District Zoning Map not specifically amended herein, shall remain in full force and effect.

SECTION 6. That this ordinance be shall be in full force and effect from and after 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, this 6th day of December, 2016.

CHRIS LAW, 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: Kaled Kentner, Neighborhood & Development Services Director
DATE: December 6, 2016
RE: Motor vehicle nuisance at 903 Inge Avenue and 307 Chestnut Street.

ISSUE:

Resolution No. _____-2016, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the city of Garden City, Kansas, pursuant to section 38-63 of the code of ordinances of the City of Garden City, Kansas. (903 Inge Avenue - White, Black, Tan, and Red classic cars; 307 Chestnut Street - Blue car)

BACKGROUND:

The Governing Body of the City of Garden City has declared it unlawful for any person to maintain a motor vehicle nuisance on private property within the City of Garden City.

The residents of 903 Inge Avenue and 307 Chestnut Street, have been notified pursuant to Section 38-63 of the Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of the resolution.

FISCAL NOTE:

The abatement costs incurred by the City shall be charged against the lots of the parcels of ground on which the motor vehicle nuisance is located.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/30/2016	Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF MOTOR VEHICLE NUISANCES FROM CERTAIN PROPERTIES IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-63 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

WHEREAS, the Governing Body of the City of Garden City has declared it unlawful for any person to maintain a motor vehicle nuisance on private property within the City of Garden City, and

WHEREAS, the residents and/or owners of the private property at the addresses listed herein have been notified pursuant to Section 38-63 of the Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

SECTION 1. Ten (10) days after passage of this Resolution the Public Officer is hereby authorized to abate the following motor vehicle nuisance conditions:

*903 Inge- Inoperable and/or unregistered vehicles- White, Black, Tan and Red classic cars
307 Chestnut- inoperable and/or unregistered vehicles- Blue car*

SECTION 2. The abatement costs incurred by the City shall be charged against the lots or parcels of ground on which the motor vehicle nuisance is located.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 6th day of December, 2016.

Chris Law, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

903 Inge



307 Chestnut





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: December 6, 2016
RE: Environmental Yard nuisance at 2504 Main Street.

ISSUE:

Resolution No. _____-2016, a resolution authorizing the removal of nuisance conditions from the property listed below in the City of Garden City, Kansas, pursuant to section 38-139 of the code of ordinances of the City of Garden City, Kansas. (2504 Main Street)

BACKGROUND:

The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City.

The resident and/or owners of the private property at the address listed herein have been notified pursuant to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of the resolution.

FISCAL NOTE:

The abatement costs incurred by the City shall be charged against the lots or parcels of ground on which the nuisance is located.

ATTACHMENTS:

Description	Upload Date	Type
Environmental Yard resolution	11/30/2016	Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF NUISANCE CONDITIONS FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-139 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

WHEREAS, the Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City, and

WHEREAS, the resident and/or owners of the private property at the address listed herein have been notified pursuant to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

SECTION 1. Ten (10) days after passage of this Resolution, and after notification of person in violation by one of the methods prescribed in Section 38-139, the Public Officer is hereby authorized to abate the following nuisance conditions:

2504 Main – Blue minivan and Black suburban parked on unimproved surface

SECTION 2. The abatement costs incurred by the City shall be charged against the lot or parcel of ground on which the nuisance is located.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 6th day of December, 2016.

Chris Law, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

2504 Main



Old Business



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: December 6, 2016
RE: TA Grant Agreement

ISSUE:

The Governing Body is asked to consider and approve the Transportation Alternative Project Agreement between the State and the City for the Pioneer Trail between Campus Drive and Third Street.

BACKGROUND:

On April 15, 2016, the City of Garden City was awarded a Transportation Alternative grant to complete the Pioneer Pathway, a proposed trail extending from Third Street to Campus Drive, north of Pioneer Road. The total project cost is estimated at \$308,000. The City was awarded \$246,400 (80%) with the City contributing \$61,600 (20%) to complete the project.

The grant has been funded by the Federal Highway Administration and administered by the State. Staff presents to the Governing Body an agreement between the Kansas Secretary of Transportation and this City to be signed. This agreement between the City and State outlines the terms and provisions required for this grant. The agreement has been attached for your review.

There are several route options for the Pioneer Pathway. Attached are three concepts staff has reviewed. If this agreement is approved, the next step will be to determine the definitive pathway. Staff will hold public meetings with the surrounding property owners to narrow the options. After the public meetings the final approval of the location of the trail will be presented to the Governing Body.

ALTERNATIVES:

The Governing Body may:

1. Approve the Agreement for the Transportation Alternative Project as it has been presented.
2. Not approve the Agreement for the Transportation Alternative Project as it has been presented, and forfeit the awarded grant.

RECOMMENDATION:

Staff recommends the Governing Body approve the attached agreement.

FISCAL NOTE:

The Pioneer Pathway project will cost a total of \$308,000. The City's responsible portion of the total amount will be \$61,600. This amount will be a bonded project under the 2017 budget.

ATTACHMENTS:

Description	Upload Date	Type
Pioneer Pathway Concepts	11/30/2016	Backup Material
Agreement	11/30/2016	Backup Material

Concept 2



PROJECT NO. 28 TE-0450-01
TA-T045(001)
TRANSPORTATION ALTERNATIVES PROJECT
MULTI-USE PATHWAY
CITY OF GARDEN CITY, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Garden City, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. 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 Alternatives (TA) projects.
- B. The Secretary is empowered to pass through Federal Surface Transportation Program (STP) funds for TA projects to eligible state agencies or local governments.
- C. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for Federal STP funding under the Transportation Alternatives Provision of the current Federal-Aid Transportation Act.
- D. The City has requested and Secretary has authorized a Transportation Alternatives (TA) project, as further described in this Agreement.
- E. 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 TA 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.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated 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. **“City”** means the City of Garden City, Kansas, with its place of business at 301 N. 8th Street, Garden City, KS 67846.

3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“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, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is 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. 65-3430 *et seq.*, Hazardous Waste.
13. **“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.

14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **Multi-Use Pathway ½ mile South of US-50/83/400 between 3rd Street and Campus Drive in Garden City, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV, paragraph 2, to secure the investment of federal funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.
25. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the City may obtain participation of federal funds in the cost of the Project.

2. **Payment of Costs.** The Secretary agrees to reimburse the City for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$246,400.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$308,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, or Utility adjustments for the Project.

3. **Reimbursement Payments.** The Secretary agrees 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, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the City that the Project is being constructed within substantial compliance of the Design Plans.

ARTICLE III

CITY RESPONSIBILITIES:

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 Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

4. **Letting and Administration by City.** The City shall 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 Design Plans, in the manner required by the FHWA and the current version of the City's approved Project Development Manual for Non-National Highway System Road & Street Projects, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

5. **Conformity with State and Federal Requirements.** The City shall be responsible to 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 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, KDOT’s Design Engineering Requirements, Local Projects LPA Project Development Manual, Bureau of Local Project’s (BLP’s) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design’s road memorandums, the City’s approved Project Development Manual for Non-National Highway System Road & Street Projects, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology’s Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the City with the Secretary’s concurrence, and with the rules and regulations of the FHWA pertaining to the Project.

6. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 5 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

7. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 5 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 5 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule’s due dates as issued by KDOT, exclusive of delays beyond the Consultant’s control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

8. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s 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 for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any 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 for the Project, or any other work performed by the Consultant or the City.

9. **Design Exception Indemnification.** Any design exception to the current version of the American Association of State Highway and Transportation Officials (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 the Secretary’s 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.

10. **Prevailing Wages.** The City will require the Contractor to pay prevailing wages. The City will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The City can obtain the current wage decision from KDOT’s Bureau of Construction and Materials website.

11. **Required Construction Contract Provisions.** The City will obtain the mandatory Required Contract Provisions from KDOT’s Bureau of Construction and Materials website and incorporate those provisions into the Construction contract.

12. **Performance Bond.** The City further agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

13. **Plan Retention.** The City will maintain a complete set of final Design 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 the above-mentioned documents to the Secretary.

14. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's 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, agents, subcontractors or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

15. **Indemnification by Contractors.** The City agrees 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.

16. **Authorization of Signatory.** The City shall authorize a duly appointed representative 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.

17. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way 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. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation

requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually 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. Part 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 Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks (“Trail/Sidewalk”) constructed pursuant to the Design Plans, the City agrees as follows:

- (i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of US-50. In the event that the construction or maintenance of US-50 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-50 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary’s sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

- (iv) **Maintenance.** When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

18. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

19. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

20. **Utilities.** The City agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities 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.

(b) **Status of Utilities.** The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) **Time of Relocation.** The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be

moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

21. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City 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 Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

22. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the City’s approved Project Development Manual for Non-National Highway System Road & Street Projects. Any subsequent changes to the Project Procedures Manuals by the City during the construction engineering inspection of the Project will require prior approval of the changes by the Secretary.

(a) **By City personnel.** City personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the City to inspect the Project, in which case the City shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) **By a Consultant.** If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. However, any Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FHWA and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) **Protective Clothing.** The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

23. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City 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 day-to-day detailed inspection of the Project or to catch the contractor’s errors, omissions or deviations from the final Design Plans.

24. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City’s plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in

the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) Permanent Traffic Control. 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, must 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 FHWA approval.

(c) Parking Control. The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

25. **Access Control**. The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

26. **Entrance Control**. The City will control the construction or use of any entrances along the Project within the City including those shown on the final Design Plans.

27. **Maintenance**. When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified 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.

28. **Financial Obligation**. The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$308,000.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$308,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

29. **Cap Amount for Project Costs.** The City agrees that the “Not to Exceed” dollar amount above is subject to change as listed in the City’s MPO’s Transportation Improvement Plan (“TIP”). Final “Not to Exceed” dollar amounts will be determined by the Secretary at the time of Letting. Any necessary changes to the “Not to Exceed” amounts will be documented through a supplemental agreement.

30. **Prior Costs Incurred.** The City shall be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

31. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”) Further, the City agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the City for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the City’s most recent Single or Program Specific Audit Report “(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 or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the 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.

(c) **Agency Audit.** If the City is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

32. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of

all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

33. **Organizational Registration Requirements.**

(a) Dun & Bradstreet. If it has not already done so, the City shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

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

34. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary’s statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

SPECIAL TRANSPORTATION ALTERNATIVES REQUIREMENTS:

1. **No 4(f) Status.** It is the Parties’ intention that neither this Agreement nor the Project 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 (“4(f) status”), except as otherwise modified by this Agreement.

(a) Transportation Alternatives. Unless otherwise stated below in this section, the Parties agree 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 for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135. Exceptions: NONE.

(b) 4(f) Determinations. The Parties agree for purposes of any future determinations of 4(f) status issues as required by 49 U.S.C. § 303 or applicable regulations 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.

2. **Useful Life.**

(a) **Useful Life Period.** The Parties agree the Useful Life Period of the Project is 20 years, commencing on the date the Secretary gives notice of final acceptance of the Project.

(b) **Insurance.** If the Project includes improvements to a building, the City will purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

(c) **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, any change in the public use of the real property for the Project will require written approval from the Secretary with FHWA concurrence.

(d) **Recapture of Federal Investment.**

(i) During the first 10 years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the City shall pay to the Secretary 100% of the federal funds invested in the Project.

(ii) Following the first 10 years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the City shall pay to the Secretary as recapture of federal funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\textit{Total Amount of Federal Funds Invested in the Project}}{\textit{Entire Useful Life Period for the Project}} \times \frac{\textit{Number of Full Years Remaining in the Useful Life Period at the time of unauthorized change in use}}{\textit{Recapture Amount}} = \textit{Recapture Amount}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary’s Chief of Fiscal Services.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Special Attachments (Index

provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

2. **FHWA Approval.** Decisions as to what Project costs are federal Participating Costs will be made in accordance with the requirements of the FHWA.

3. **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.

4. **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 hereof.

5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

6. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

7. **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.

8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

The signature page immediately follows this paragraph.

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
Secretary of Transportation

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer

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.

New Business



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: December 6, 2016
RE: Garden City STAR Bond District update and December 11, 2016 expiration

ISSUE:

City Manager Allen will provide an update on the STAR Bond project. The Governing Body is asked to provide staff direction on either asking the State of Kansas for an extension to the 2 year period following the establishment of a district to approve a STAR Bond project, or to let the STAR Bond district in its current form expire.

BACKGROUND:

December 11, 2016 marks the statutory expiration of the STAR Bond district established in late 2014 on the east side of Garden City. State statute requires the submission of a project plan for review through local approval processes and then review and approval by the Kansas Secretary of Commerce by that date. There is also history of extensions being granted to STAR Bond districts to allow for more time to complete a project plan. Those requests are submitted to and granted by the Secretary.

Since creating this district, the City has stressed the importance of private interest and a private willingness to proceed in this project. Sporting KC had expressed a willingness to attach their brand to the project and provide the legwork, but acknowledged all along that it would be necessary to find a corporate partner to back the plan financially. While Sporting KC did have good movement with a potential corporate partner, the energy and enthusiasm to focus on this project took a back seat to the USA Soccer facility and then to some other issues within the ownership group outside of our control.

I reached out to Korb Maxwell, with Polsinelli who represents Sporting KC on this project, and he said that he has not had a response from his client.

The most valuable part of an extension is preserving the December 2014 baseline. During an extension, Sporting KC could present a full project plan as could others.

ALTERNATIVES:

1. Let the STAR Bond district expire.
2. Ask for an extension of the STAR Bond district.

RECOMMENDATION:

Staff requests Governing Body direction.

FISCAL NOTE:

There is no fiscal note associated with the Governing Body providing direction. The City has been diverting out the "increment" of City sales tax, as well as the City's unobligated portion of County sales tax, that would be dedicated to a STAR Bond project so as not to negatively impact the General Fund if a project moved forward. The estimated 2017 amount is \$365,000. These funds were used in 2015 and 2016 to fund the Downtown Development Fund.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: December 6, 2016
RE: Sale of City owned property

ISSUE:

The Governing Body is asked to consider and approve a Real Estate Purchase Agreement between the City and Garden City Industrial Park, LLC (GCIP) for the Swift Beef property.

BACKGROUND:

At your September 6th meeting, the Governing Body approved a lease with Transportation Partners & Logistics, LLC (TP&L) for the Swift Beef property. The lease agreement was to allow TP&L to begin using the property while a real estate purchase agreement could be negotiated and finalized. GCIP is the new company that will own the property.

City Counselor Grisell prepared the Real Estate Purchase Agreement between the City and GCIP. The purchase price is \$2,500,000.00 which covers the acquisition cost of \$2,400,000.00 and a portion of the administrative, legal and engineering expense incurred. The City retains the water rights from the property, totaling 1918 acre-feet of Certificated Industrial Appropriations.

The property is being purchased as is. GCIP is assuming any costs of demolition of any structures. GCIP also assumes the costs of closing the wastewater lagoons which is underway. GCIP will convey easements and rights-of-way for utilities, access to or use of the water rights or pipelines that do not interfere with GCIP's intended use of the property.

ALTERNATIVES:

1. Approve the Real Estate Purchase Agreement with GCIP.
2. Defer action to a later date.

RECOMMENDATION:

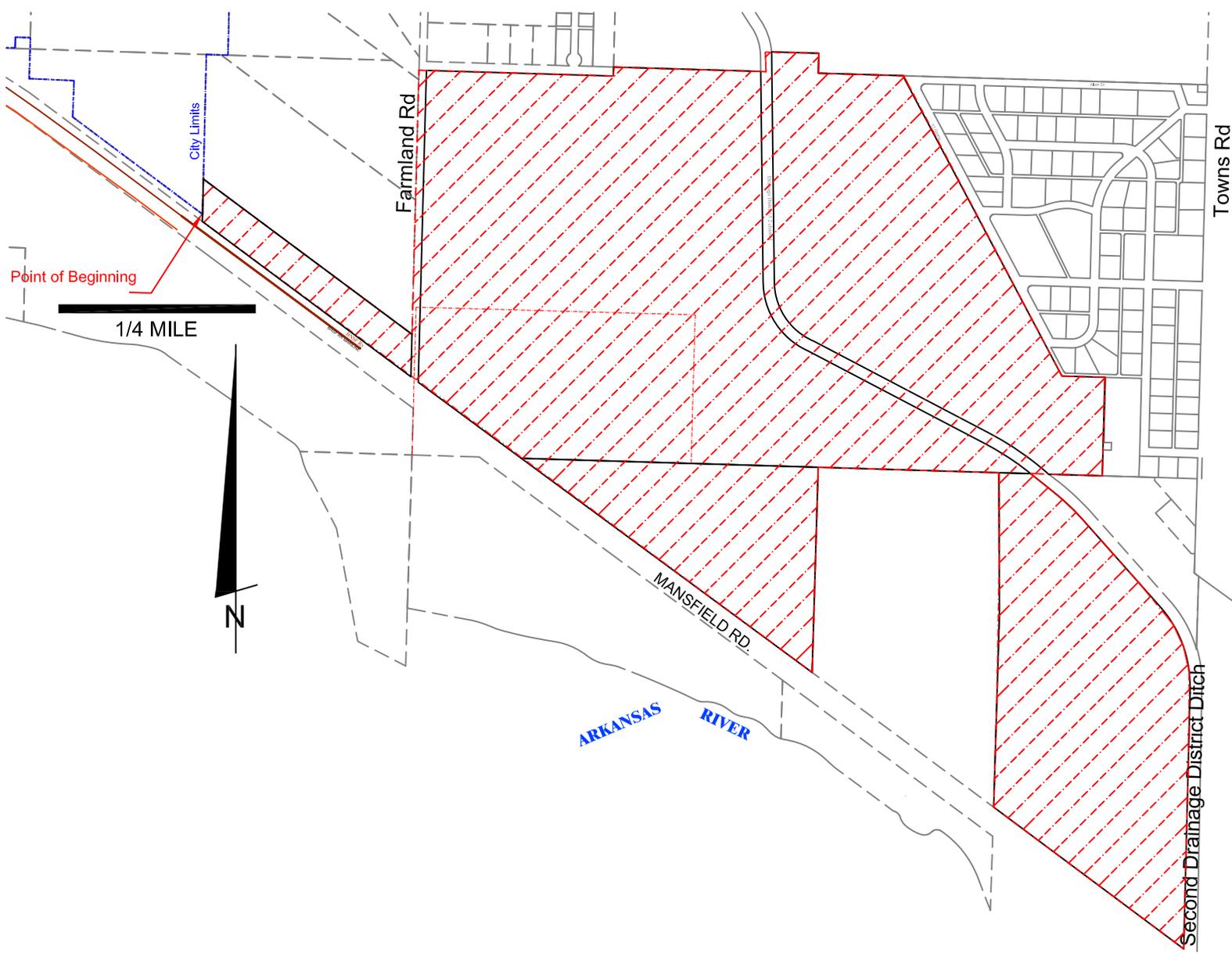
Staff recommends approval of the Real Estate Purchase Agreement.

FISCAL NOTE:

The \$2,500,000.00 proceeds from this sale will reimburse the acquisition costs incurred by the City, which were included in the 2015 temporary note issue. This will alleviate the need to permanently finance the \$2,400,000 acquisition cost. The remaining \$100,000 will cover much of the estimated \$140,000.00 in administrative, legal, and engineering expense related to the project.

ATTACHMENTS:

Description	Upload Date	Type
-------------	-------------	------



Point of Beginning

City Limits

Farmland Rd

Towns Rd

1/4 MILE



MANSFIELD RD.

ARKANSAS RIVER

Second Drainage District Ditch

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (Agreement), made and entered the 6th day of December, 2016, by and between, CITY OF GARDEN CITY, KANSAS (CITY), and GARDEN CITY INDUSTRIAL PARK, LLC (GCIP).

WITNESSETH:

CITY agrees to sell and convey to GCIP and GCIP agrees to buy and pay for the following described real estate, including all improvements located thereon (Property), upon the following terms and conditions, to wit:

1. **PROPERTY.** The description of the Property is legally described as follows:

Real estate located in Sections Twenty-two (22), Twenty-three (23) and Twenty-six (26), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., in the County of Finney and the State of Kansas, described in Exhibit A, and detailed in Exhibit B, attached hereto and incorporated herein.

Excluding water rights designated as Kansas State Department of Agriculture, Division of Water Resources (DWR) File Nos. 13,341, 21,747 and 36,956 (Water Rights), owned by CITY, that are appurtenant to the Property, and the existing pipeline from wastewater lagoons that runs south under the Arkansas River, described in Exhibit C (Pipeline), attached hereto and incorporated herein.

2. **PURCHASE PRICE.** The total purchase price of \$2,500,000.00 (Purchase Price) shall be due and paid at closing.

3. **POSSESSION AND USE OF PROPERTY PRIOR TO CLOSING.** GCIP has possession of the Property at the time of execution of this Agreement.

4. **CLOSING AND POSSESSION.** This Agreement shall close within thirty (30) days of the date CITY can convey marketable title to GCIP. GCIP shall be entitled to possession of the Property on the date of closing, or earlier as described in Paragraph 3. The date of closing of this transaction may be extended only by consent of both parties to this Agreement.

5. **CLOSING AGENT.** The parties hereby designate and appoint First American Title, 417 North Eighth Street, Garden City, Kansas, as Closing Agent for this Agreement.

- (a) CITY shall execute and deposit with the Closing Agent a Warranty Deed, conveying marketable title to and in the name of GCIP, subject only to easements, restrictions, covenants, reservations and right-of-ways of record, if any. The Water Rights and Pipeline designated in Paragraph 1 shall be retained by CITY, along with the right to enter and to use so much of the surface of the Property as is reasonably necessary to explore for and produce water.

- (b) Upon payment in full by GCIP of the total Purchase Price and upon full performance of each and every term and condition herein required to be performed by GCIP and CITY, the Closing Agent shall and is hereby instructed to release and deliver to GCIP the Warranty Deed executed by CITY. The Closing Agent shall simultaneously transmit to CITY that portion of the Purchase Price paid by GCIP in cash, less any sums required to be withheld from the Purchase Price.

- (c) The Closing Agent shall record all instruments and deliver all instruments to the appropriate parties. Any instruments recorded by the Closing Agent shall be mailed or delivered to the appropriate party promptly upon return to the Closing Agent by the recording agency.
- (d) Any fees paid to the Closing Agent for preparing closing documents and closing the transaction shall be shared equally by the parties.
- (e) The Closing Agent shall furnish to CITY an IRS approved 1099-S information reporting form on or before January 31 of the year following closing.

6. **GCIP'S DUE DILIGENCE.**

- (a) CITY authorizes GCIP to enter onto the Property to conduct its investigations, inspections, and surveys, and authorizes GCIP, or its designated contractor, to conduct environmental testing on the Property without further approval from CITY. CITY will provide a Phase 1 Environmental Site Assessment, dated January 11, 2016, to GCIP.
- (b) If any inspections or testing disclose, in GCIP's sole opinion, any material issues or concerns regarding the Property that GCIP believes cannot be reasonably remedied, GCIP will have the right to terminate this Agreement by delivering to CITY, written notice of termination.

7. **TITLE EVIDENCE.** When it is possible to do so, CITY shall obtain and deliver to GCIP a Title Commitment for an owner's title insurance policy in the amount of the Purchase Price, covering title to the Property, showing fee simple title vested in CITY, subject only to any mortgage encumbrances or other liens that are to be satisfied at closing. The Title Commitment may also reflect mineral reservations, oil and gas leases, utility easements, setbacks protective and restrictive covenants and right-of-ways or record which do not render the Property unsuitable for use by GCIP. (Permitted Exceptions).

- (a) The Title Commitment shall be conclusive evidence of CITY's title as therein shown, subject only to the Permitted Exceptions.
- (b) GCIP shall have a period of twenty (20) days to examine the commitment and notify CITY in writing of GCIP's objections, if any, to the marketability of CITY's title. Any exception to title to which GCIP fails to timely object will be deemed a Permitted Exception.
- (c) If GCIP timely makes any objections to the marketability of title, CITY shall correct such defects or have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions.
- (d) If CITY fails to have the exceptions removed or correct any defects, or in the alternative, to obtain the commitment of the title insurance specified above as to such exceptions or defects, GCIP may elect to terminate this Agreement.

8. **EXISTING IMPROVEMENTS.** The parties acknowledge that located on the Property is a structure(s) that has been extensively damaged by fire and the elements. The Property is being purchased by GCIP **As Is**. CITY shall have no requirement to remove any structures, or otherwise participate in their removal. It is understood by GCIP that by CITY conveying the Property to GCIP with a damaged or unsafe structure, that such conveyance is in no manner a waiver by CITY of any obligation by GCIP to comply with CITY Code of Ordinances, Chapter 18, Article VIII.

9. **WASTEWATER LAGOONS CLOSURE.** GCIP acknowledges the requirements to close the wastewater lagoons located on the Property, per the KDHE Final Environment Agreement (C1-028-70096), effective January 7, 2011 (FEA) (Exhibit D) and Kansas Water Pollution Control Permit (I-UA14-PO03), effective April 1, 2014 (KWPCP) (Exhibit E). CITY agrees to undertake the preparation of a closure report and engineering plans for KDHE approval. GCIP agrees to undertake, at its sole expense, closure of the wastewater lagoons, in accordance with the approved closure documents. GCIP agrees to indemnify and hold harmless CITY for any claim, action, penalty, fine or assessment by KDHE against CITY related to GCIP's failure to comply with the FEA or the KWPCP. GCIP shall be responsible to CITY for any attorney fees and expenses incurred by CITY as a result of any claim, action, penalty, fine or assessment by KDHE related to the FEA or the KWPCP.

10. **EASEMENTS/RIGHT-OF-WAYS/USE OF WATER RIGHTS.** GCIP agrees, after the closing of this transaction, to convey to CITY, all easements and right-of-ways (ROWS) that may be requested by CITY for utilities, access to or use of the Water Rights, or the Pipeline so long as the requested easements/ROWS do not interfere with GCIP's intended use of the Property. CITY shall retain the right to divert, pump, mine, capture, produce and use surface and groundwater to the fullest extent permissible under the Water Rights. This covenant by GCIP shall survive closing, and will run with and burden the Property.

11. **PROPERTY TAXES AND ASSESSMENTS.** All property taxes due for years prior to the year of closing shall be paid by CITY. The property taxes due for the year of closing shall be prorated to the date of closing, based upon the taxes due for the year prior to closing. The Property is not subject to special assessments.

12. **TRANSACTION COSTS.** The transaction costs associated with this transaction shall be paid as follows:

(a) CITY shall pay for:

- i. any legal fees incurred by CITY in connection with this transaction;
- ii. the cost of the owner's title insurance policy; and
- iii. one-half (1/2) of the fees charged by the Closing Agent.

(b) GCIP shall pay for:

- i. any legal fees incurred by GCIP in connection with this transaction;
- ii. the cost of recording the Warranty Deed; and
- iii. one-half (1/2) of the fees charged by the Closing Agent.

13. **DEFAULT.** If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

(a) IF CITY IS IN DEFAULT:

- i. GCIP may elect to treat this Agreement as terminated; or
- ii. GCIP may elect to treat this Agreement as being in full force and effect and GCIP shall have the right to an action for specific performance.

(b) IF GCIP IS IN DEFAULT:

- i. CITY may elect to treat this Agreement as terminated; or

- ii. CITY may elect to treat this Agreement as being in full force and effect and CITY shall have the right to an action for specific performance.

14. **GENERAL COVENANTS.** The parties further agree as follows:

- (a) Notices shall be in writing and shall be deemed to be given if delivered personally, sent via email, telefax, next-day delivery service, or mailed by registered or certified mail, postage prepaid to the parties at the following addresses:

- i. If to CITY: Matthew C. Allen, City Manager
P. O. Box 998
301 North Eighth
Garden City, Kansas 67846
Facsimile: (620) 276-1169
Email: matt.allen@gardencityks.us

and

Randall D. Grisell, City Attorney
Doering & Grisell, P.A.
124 Grant Avenue
Garden City, Kansas 67846
Facsimile: (620) 275-5076
Email: randyg@gcnet.com

- ii. If to GCIP: Garden City Industrial Park, LLC
P. O. Box 51647
Casper, Wyoming 82605

and

Jim Orr
Garden City Industrial Park, LLC
RR 900 South Farmland Road
Garden City, Kansas 67846
Email: jorr@tpandl.com

Either party may change the name or addresses to which notices shall be sent by notifying the other party of such change, in writing.

- (b) The terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective legal representatives, successors, and permitted assigns of the parties hereto.
- (c) GCIP shall not have any right to assign any or all of the rights and/or obligations herein without the prior written consent of CITY, which consent shall not be unreasonably withheld.
- (d) This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.
- (e) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

- (f) One or more waivers of any breach of a covenant or requirement herein by CITY shall not be deemed a further waiver of the same.
- (g) This Agreement shall not be altered, amended, or modified, except in writing, signed by all parties hereto.
- (h) All representations, agreements, warranties, and covenants made by CITY and GCIP under this Agreement shall survive the closing of this transaction.
- (i) There are no oral or otherwise non-written representations which have been made by the parties concerning the Property or this transaction.

IN WITNESS WHEREOF, the undersigned CITY and GCIP have executed this Agreement on the dates set forth below.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

GARDEN CITY INDUSTRIAL PARK, LLC

Date

By _____
Jim Orr
Title: Managing Member

EXHIBIT A

Parcels of land located in Sections 22, 23, and 26, all in Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows:

PARCEL I: A tract of land situated in the Southeast Quarter (SE/4) of Section 22, Township 24 South, Range 32 West of the 6th P.M., in Finney County, Kansas, more particularly described as follows: Beginning at a point on the East line of said Section 22, said point being 509.58 feet North of the Southeast corner of said Section, thence in a Northwesterly direction at an angle of $55^{\circ} 03'$ and along the Northerly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad as it passes through said section a distance of 1770.0 feet, thence North at an interior angle of $124^{\circ} 57'$ a distance of 283.0 feet, thence in a Southeasterly direction at an interior angle of $55^{\circ} 03'$ a distance of 1770.0 feet to the East line of said Section, thence South at an interior angle of $124^{\circ} 57'$ and along the East line of said Section a distance of 283.0 feet to the point of beginning.

PARCEL II: A tract of land situated in the Southwest Quarter (SW/4) of Section 23 Township 24 South, Range 32 West of the 6th P.M., in Finney County, Kansas, more particularly described as follows: Starting at the Southwest corner of said Section 23, thence North $0^{\circ} 00'$ along the West line of said Section 23 a distance of 509.58 feet to the actual point of beginning, thence continuing North $0^{\circ} 00'$ along said West line of said Section a distance of 480.42 feet, thence South $89^{\circ} 47'$ East a distance of 1868.24 feet, thence South $0^{\circ} 00'$ a distance of 990.0 feet to the South line of said Section 23, thence North $99^{\circ} 47'$ West along the said South line of Section 23 a distance of 1136.0 feet to the Northerly right-of-way line of the A.T. & S.F. Railroad, thence North $55^{\circ} 03'$ West along the said Northerly right-of-way line of said railroad a distance of 893.25 feet to the point of beginning, EXCEPT THE FOLLOWING TRACT: A tract of land in the Southwest Quarter (SW/4) of Section 23, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows: Commencing at the Southwest corner of said Section and assuming the West line of said Section to bear North $0^{\circ} 00'$ East; thence North along the West line of said section a distance of 234.81 feet; thence East at right angles to said West line a distance of 990.9 feet to the point of beginning, thence North $0^{\circ} 40' 31''$ East a distance of 485.0 feet; thence South $89^{\circ} 19' 29''$ East a distance of 415.0 feet; thence South $0^{\circ} 40' 31''$ West a distance of 485.0 feet; thence South $99^{\circ} 19' 29''$ West a distance of 415.0 feet to the point of beginning.

PARCEL III: A tract of land situated in the North Half (N/2) of Section 26, Township 24 South, Range 32 West of the 6th P.M., in Finney County, Kansas, more particularly described as follows: Starting at the Northwest corner of said Section 26, thence South $89^{\circ} 47'$ East along the North line of said Section 26 a distance of 732.21 feet to the actual point of beginning, said point being on the Northerly right-of-way line of the A.T. & S.F. Railroad, thence South $55^{\circ} 03'$ East along the said Northerly right-of-way line of said railroad a distance of 2416.0 feet, thence North $0^{\circ} 13'$ East a distance of 1376.53 feet to the North line of said Section 26, thence North $89^{\circ} 47'$ West along the said North line of Section 26 a distance of 1985.5 feet to the point of beginning.

PARCEL IV: Lot Four and the East Half of the Northeast Quarter (E/2 NE/4) of section 26, Township 24 South, Range 32 West of the 6th P.M., lying Southerly and Westerly of the Second Drainage District Ditch and North of the Arkansas River, including: The following described lot, tract, or parcel of land, lying, being and situate in the County of Finney and State of Kansas, to-wit: Commencing for a point of reference at the Northeast corner of said Section 26 and thence North $90^{\circ} 0'$ West along the North line of said Section for 1319.62 feet to a 1/2" rebar found for the point of beginning; thence continuing North $90^{\circ} 0'$ West along the North line of said Section for 31.0 feet to a 1/2" by 24" rebar set; thence South $01^{\circ} 49' 21''$ East for 955.38 feet to a 1/2" by 24" rebar set; thence North $0^{\circ} 02' 13''$ East along the west line of the East one-half of the Northeast Quarter (E/2 NE/4) of said Section for 954.00 feet to the point of beginning, and excepting a tract or parcel of land situated in the county of Finney and State of Kansas, to-wit: Commencing for a point of reference at the Northeast corner of said Section 26 and thence North $90^{\circ} 0'$ West along the North line of said Section for 1319.62 feet to

a 1/2" rebar found, thence South 0° 02' 13" West along the West line of the East One-Half of the Northeast Quarter (E/2 NE/4) of Section 26 for 954.90 feet to a 1/2" by 24" rebar set for the point of beginning; thence continuing South 0° 02' 13" West for 1286.33 feet to a 1/2" rebar found on the North right-of-way line of the A.T. & S.F. Railroad; thence South 55° 12' 20" East along said right-of-way line of 52.0 feet to a 1/2" by 24" rebar set; thence North 01° 49' 21" West for 1316.67 feet to the point of beginning and excepting: that part of Lot 4 and the East One-Half of the Northeast Quarter (E/2 NE/4) of Section 26, Township 24 South, Range 32 lying South of the A.T. & S.F. Railroad and North of the Arkansas River in Finney County, Kansas.

PARCEL V: A tract containing 200.0216 acres, more or less, located in Section 23, Township 24 South, Range 32 west of the 6th P.M., and more particularly described as: Beginning at the West Quarter Section Corner of said Section 23; thence East on half section line bearing North 89° 51' 30" East to a point on the center line of Drainage Ditch No. 2 a distance of 2298.92 feet; thence North Northwesterly on a line bearing North 02° 43' 00" West along the center line of said Drainage Ditch No. 2 to a point of curvature a distance of 108.40 feet; thence along a curve to the left to a point on said curve (being on the center line of said Drainage Ditch No. 2) a distance of 25 feet; thence East on a line bearing North 89° 51' 30" East to a point on the North-South half section line of said Section 23 a distance of 348 feet; thence South on half section line bearing South 00° 18' 30" East to the Center Section Corner of said Section 23 a distance of 130 feet; thence East on half section line bearing North 89° 51' 30" East a distance of 574.90 feet; thence Southeasterly on line bearing South 29° 38' 30" East a distance of 2275.52 feet; thence East on line bearing North 89° 52' 00" East a distance of 287.50 feet; thence South on line bearing South 00° 20' 00" East to a point on the South section line of said Section 23 a distance of 660 feet; thence West on section line bearing South 89° 52' 00" West a distance of 2749.15 feet; thence North on line bearing North 00° 18' 00" West a distance of 990 feet; thence West on line bearing South 89° 52' 00" West to a point on the West Section line of said Section 23 a distance of 1868.24 feet; thence North on Section line bearing North 00° 18' 30" West to the place of beginning a distance of 1650.60 feet.

PARCEL VI: A tract of land in the Southwest Quarter (SW/4) of Section Twenty-three, (23), Township Twenty-four South, (T24S), Range Thirty-two West, (R32W), of the Sixth Principal Meridian, Finney County, Kansas, more particularly described as follows: Commencing at the Southwest corner of said section and assuming the West line of said Section to bear North 0°00' East; thence North along the West line of said section a distance of 234.81 feet; thence East at right angles to said West line a distance of 990.9 feet to the point of beginning; thence North 0°40'31" East a distance of 485.0 feet; thence South 89°19'29" East a distance of 415.0 feet; thence South 0°40'31" West a distance of 485.0 feet; thence South 89°19'29" West a distance of 415.0 feet to the point of beginning

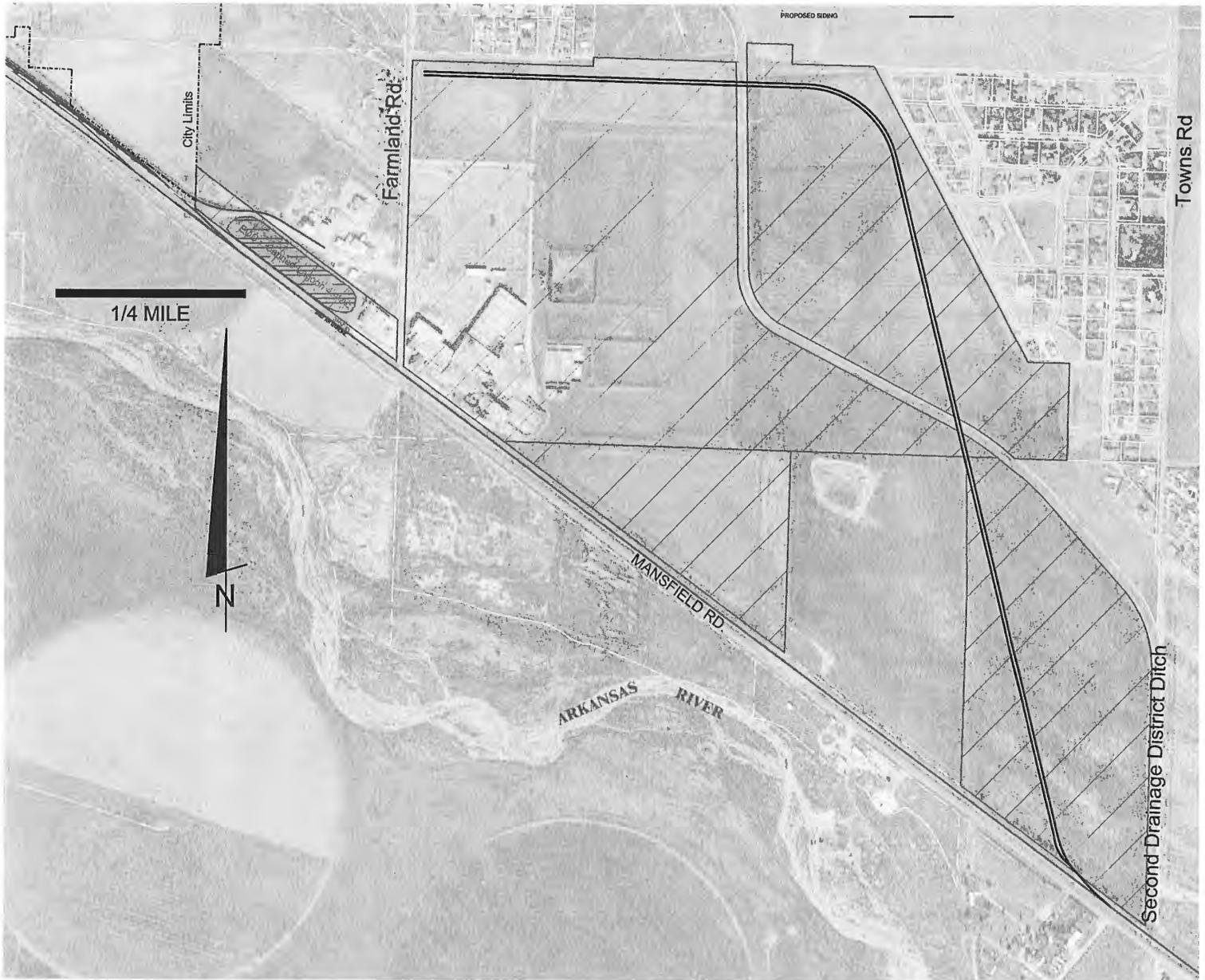


Exhibit B

THE STATE



OF KANSAS

KANSAS DEPARTMENT OF AGRICULTURE
Alice A. Devine, Secretary of Agriculture

DIVISION OF WATER RESOURCES
David L. Pope, Chief Engineer

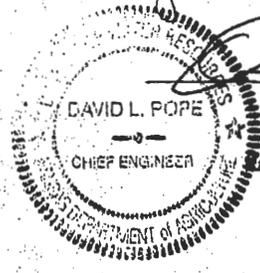
PERMIT NO. SFI-0025

K.S.A. 82a-301 et seq.

The Chief Engineer of the Division of Water Resources, Kansas Department of Agriculture, by virtue of the powers and duties imposed by K.S.A. 82a-301 to 305a, hereby issues this permit to Monfort Incorporated, giving his consent to construct a 10 3/4 inch polyethylene pipeline for treated wastewater beneath the bed and banks of the Arkansas River at a location in the NE 1/4 of the SW 1/4 of the NW 1/4 of Section 28, Township 24 South, Range 32 West, Finney County, Kansas.

All work authorized by this permit shall be performed in accordance with the maps, plans, profiles and specifications filed with the application, and approved by the Chief Engineer and in accordance with plans for any changes or modifications subsequently approved by the Chief Engineer subject to the provisions of the aforementioned statutes, their regulations and the attached permit conditions.

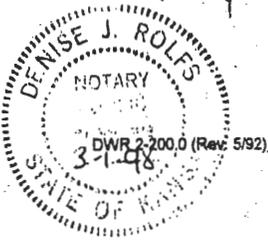
Witness my hand this 9th day of January 1997



David L. Pope
David L. Pope, P.E.
Chief Engineer
Division of Water Resources
Kansas Department of Agriculture

State of Kansas)
)SS
County of Shawnee)

The foregoing instrument was acknowledged before me this 9th day of January, 1997, by David L. Pope, Chief Engineer, Division of Water Resources, Kansas Department of Agriculture.



Denise J. Rolfs
Notary Public

**RECORD THIS PERMIT WITH THE REGISTER OF DEEDS
OF THE COUNTY WHEREIN THE WORK IS LOCATED**

COPY

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 400
Topeka, KS 66612-1367



phone: 785.296.1535
fax: 785.296.8464
jmitel@kdheks.gov
www.kdheks.gov

Robert Moser, MD, Acting Secretary

Department of Health & Environment

Sam Brownback, Governor

January 18, 2011

Frank Bendrick
JBS USA, LLC
1770 Promontory Circle
Greeley, CO 80634-9039

BER SCANNED

JAN 19 2011

**RE: Final Environmental Agreement
Former Monfort Facility, Garden City, KS (C1-028-70096)**

Dear Mr. Bendrick:

Enclosed is a copy of the recently executed Environmental Agreement between the Kansas Department of Health and Environment (KDHE) and JBS USA, LLC (JBS), effective date January 7, 2011, to assess current site conditions at the Former Monfort Facility Site located at 900 South Farmland Road, Garden City, Kansas.

In order to fulfill JBS's Environmental Agreement, JBS will sample existing monitoring well nos. 1-11, 18-20, 27, 31-32 no later than February 18, 2011 for the following contaminants of concern: ammonia, chloride and nitrate. As a reminder, a groundwater monitoring report must be submitted to KDHE for review and approval within 30 days of receiving the laboratory analytical results for sampling. If any monitoring wells are dry and unable to be sampled during the upcoming sampling event, the report shall also propose installation of deeper monitoring wells and/or monitoring well clusters to facilitate assessment of impact to groundwater.

Please provide sufficient notice (e.g. 7-10 days) of upcoming field activities, as KDHE staff may elect to perform limited oversight at that time. Notifications should be submitted using the KDHE online field notification form available at http://www.kdheks.gov/remedial/fieldactivities_notification.html.

KDHE looks forward to a cooperative relationship with JBS. Should you have any questions regarding this letter, you may reach me by telephone at 785-296-1676 or by e-mail at cjaeger@kdheks.gov.

Sincerely,

Corena R. Jaeger
Environmental Scientist
Remedial Section/Site Remediation Unit
Bureau of Environmental Remediation

c: E. Jean Underwood, KDHE-BER→file: Monfort-Garden City Facility (C1-028-70096-2)
Daric S. Smith, KDHE-Office of Legal Services
Aspen Junge → Linda Benson, KDHE-BER

BUREAU OF ENVIRONMENTAL REMEDIATION
CURTIS STATE OFFICE BUILDING, 1000 SW JACKSON ST., STE. 410, TOPEKA, KS 66612-1367
Voice 785-296-1676 Fax 785-296-7030 cjaeger@kdheks.gov

Exhibit D

KANSAS WATER POLLUTION CONTROL PERMIT

Pursuant to the provisions of Kansas Statutes Annotated 65-164 AND 65-165,

Owner: JBS USA, LLC
Owner's Address: 1770 Promontory Circle
Greeley, Colorado 80634-9039
Facility Name: JBS USA, LLC (fka Swift Beef, Monfort)
Facility Address: Route 1, Farmland Road
Garden City, Kansas 67846
Legal Description: NW ¼ of Section 26, Township 24 South, Range 32 West,
Finney County (Latitude 37.94712, Longitude -100.80691)
Receiving Stream: Arkansas River
River Basin: Upper Arkansas River Basin

is authorized to discharge from the wastewater treatment facility described herein, in accordance with effluent limitations and monitoring requirements as set forth herein.

This permit is effective April 1, 2014, supercedes the previously issued Kansas Water Pollution Control Permit I-UA14-PO03, and expires March 31, 2019.

FACILITY DESCRIPTION

This facility was formerly a beef complex slaughterhouse with associated by-product processing. The facility was destroyed by fire in December, 2000 and the assets have been purchased by JBS USA, LLC. The cattle processing rate at the time of the fire was about 4,200 head per day with a design capacity of 5,600 head of cattle per day.

Existing sources generating wastewater from the facility at the time of the fire include animal holding pens, slaughtering, rendering, hide curing, paunch removal and tripe processing, viscera handling, blood processing, carcass cleanup, sanitary wastewater and truck washing.

The majority of mechanical systems at the plant have been salvaged and/or removed from the facility and the facility is no longer in operation. The permittee intends to close the existing wastewater treatment system and associated appurtenance structures during the term of this permit in accordance with a KDHE - Bureau of Water (BOW) approved plan.

The wastewater treatment units and associated structures that need to be closed are as follows: Two anaerobic lagoons, a two concrete basin sequencing batch reactor system, three earthen aerobic lagoons, and various pump stations and collection systems. Discharges from the site are mainly site stormwater generated and from future site closure activities.

Secretary, Kansas Department of Health and Environment

March 24, 2014
Date

STANDARD CONDITIONS

In addition to the specified conditions stated herein, the permittee shall comply with the attached Standard Conditions dated August 1, 2010.

SCHEDULE OF COMPLIANCE

1. By October 1, 2014 permittee shall submit a closure plan and schedule for closing the wastewater treatment system, in accordance with Supplemental Condition No. 3 and Standard Condition 25 - Removal from Service of this permit, including management of wastewater, wastewater residuals, and fill and grading of the site to drain and site stabilization.
2. By _____ the wastewater system shall be closed in accordance with the approved plan and permit requirements for removal from service.
3. Semi-annual wastewater system closure assessment and update reports shall be submitted to KDHE on June 1st and December 1st of each year until wastewater system closure is complete. The reports shall include the physical conditions and operating status of each lagoon, including water depths, sludge volumes, maintenance condition, and any closure activities performed over the past six months. Submittal of the semi-annual reports shall commence with a December 1, 2014 report.
4. By _____ or within 90 days of completion of closure of the wastewater system, whichever is first, a final closure report for the wastewater system shall be submitted to KDHE - BOW for approval.

SUPPLEMENTAL CONDITIONS

1. Land Application Management Plan - The permittee shall maintain, modify and implement a KDHE approved Land Application Management Plan for application of wastewater and sludges/solids from the pond and treatment closure activities for beneficial use on agricultural farmland as an organic fertilizer or soil amendment for improved crop production. Application rates shall not exceed the agronomical loadings for plant nutrient needs of agricultural farmland as specified in the Minimum Standards unless approved by KDHE. The following conditions shall apply to the land application operation:
 - a. Permittee shall control tailwater to prevent runoff to surface waters of the State.
 - b. Permittee shall not dispose of sludge onto crop land used to produce crops for direct human consumption.
 - c. Land application of wastewater and sludges/solids shall be conducted in a manner to prevent crop and soil damage or groundwater, storm water or surface water contamination or nuisance conditions (odors, flies, etc.).
 - d. Sludge/wastewater shall not be applied within a 100 foot radius of the facility's water supply well or property line, or within a 500 feet radius from a residence.
 - e. Sludges/solids shall be subsurface injected or incorporated into the soil within 24 hours of surface application. Any other application method shall receive prior approval from KDHE.

SUPPLEMENTAL CONDITIONS, Continued

- f. Any sludges/solids storage areas located off-site shall be approved by KDHE prior to use.
 - g. Accurate records of the sludge disposal operation shall be maintained and made available to KDHE upon request.
2. Land Application Plan/Closure Plan Annual Update Report: By March 1 of each year, beginning March 1, 2015, permittee shall submit a comprehensive land application report for the previous calendar year, including:
- a. The handling practices of wastewater irrigation and wastewater residuals land application that are/will be implemented for beneficial reuse and to prevent crop or soil damage, groundwater, storm water or surface water contamination, and nuisance conditions (which include odors and insect propagation). The plan shall ensure the permittee has adequate land and application equipment to land apply the quality and quantity of wastewater and solids generated at this facility at agronomic rates.
 - b. Any changes in the Land Application Plan and discuss sample results of all required monitoring data. Based on monitoring data, adjustment of application rates may be required to prevent crop or soil damage, groundwater, storm water or surface water contamination or nuisance conditions.
 - c. A topographical map including the location of the land application site(s), number of acres available for land application, location of any water wells within 500 feet of the land application site. If the land application site is less than 100 feet from the property line or less than 500 feet any residences, waivers must be obtained from the owners to allow land application on the site.
 - d. Records of all land areas that have received or will receive wastewater effluent, process solids, paunch manure, holding pen wastes and/or sludge (including areas under restoration due to past excessive applications) including the date of application, and the type and quantity applied to each site.
 - e. Detailed information on crop management factors (crop selection, expected yields, crop nutrient needs, expected application schedule, crop residual management), application equipment capacity/capability, and soil conservation practices for each application site.
 - f. The location(s) of any water well (supply or monitoring) on or within one mile of any application site and the depth to groundwater for each application site.
 - g. Monitoring records of all precipitation events measured near the land application area. The data shall include the amount of precipitation (inches) and the date it occurred.
 - h. To determine the application rates, the permittee shall sample and analyze wastewater residuals annually, at a minimum, for the following parameters:
 - pH (standard units)
 - Total Kjeldahl Nitrogen (mg/kg and total lbs applied)
 - Ammonia-Nitrogen (mg/kg and total lbs applied)
 - Nitrate-Nitrogen (mg/kg and total lbs applied)
 - Total Solids (%)
 - Volatile Solids (mg/kg)
 - Total Phosphorus (mg/kg and total lbs applied)

SUPPLEMENTAL CONDITIONS, Continued

- i. Soil - A minimum of two composite samples shall be analyzed annually from each quarter section of each land application site. Each composite sample shall consist of a minimum of ten core samples. The bottom core (from 6" to 24" below the surface) samples shall be taken from the same core holes as the top core (from surface to 6" below the surface) samples. For application sites that produce annual crops, one composite sample shall be taken before the crop is planted. For application sites that produce perennial crops, one composite sample shall be taken before the primary growing season.

A) Top and bottom core samples

Total Kjeldahl Nitrogen (ppm and lb/ac)	Total Calcium (ppm and lb/ac)
Ammonia-Nitrogen (ppm and lb/ac)	Total Calcium (ppm and lb/ac)
Nitrate-Nitrogen (ppm and lb/ac)	Total Sodium (ppm and lb/ac)
Available Phosphorus (ppm and lb/ac)	Total Magnesium (ppm & lb/ac)

B) Top core samples only

pH (standard units)
Exchangeable Potassium (ppm and lb/ac)
Cation Exchange Capacity (meq/100 g)

- j. Supplemental Irrigation Water - Apart from wastewater, if any other water is irrigated on any land application site, it shall be analyzed annually, at a minimum, for the following (Values in parenthesis are maximum quantitative levels.):

pH (0.1 standard units)	Ammonia-Nitrogen (0.1 mg/l)
Nitrate-Nitrogen (0.1 mg/l)	Total Phosphorus (0.1 mg/l)
Calcium (0.5 mg/l)	Chloride (5 mg/l)
Sodium (0.5 mg/l)	Magnesium (0.5 mg/l)
Hardness (5 mg/l)	Alkalinity (5 mg/l as CaCO ₃)
Electrical conductivity (0.5 mmhos/cm)	

3. Other Monitoring Requirements - Removal of wastewater and sludge accumulations, disposition of the lagoon synthetic and soil liners, reestablishing lines and grades for natural drainage, and site soil stabilization are part of the wastewater facility closure overseen by KDHE - BOW. Additional soil and groundwater characterization may be required and shall be performed in accordance with KDHE - Bureau of Environmental Remediation oversight and requirements, outside of the duties for closure in accordance with BOW permit requirements.

STANDARD CONDITIONS FOR
KANSAS WATER POLLUTION CONTROL AND
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMITS

1. Representative Sampling and Discharge Monitoring Report Submittals:

- A. Samples and measurements taken as required herein shall be representative of the quality and quantity of the monitored discharge. Test results shall be recorded for the day the samples were taken. If sampling for a parameter was conducted across more than one calendar day, the test results may be recorded for the day sampling was started or ended. All samples shall be taken at the locations designated in this permit, and unless specified, at the outfall/monitoring location(s) before the wastewater joins or is diluted by any other water or substance.
- B. Monitoring results shall be recorded and reported on forms acceptable to the Division and postmarked no later than the 28th day of the month following the completed reporting period. Signed and certified copies of these, prepared in accordance with KAR 28-16-59, and all other reports required herein, may be FAXed to 785.296.0086, e-mailed as scanned attachments to dmr4kdhe@kdheks.gov, or sent by U.S. mail to:

Kansas Department of Health & Environment
Bureau of Water-Technical Services Section
1000 SW Jackson Street, Suite 420
Topeka, KS 66612-1367

2. Definitions:

- A. Unless otherwise specifically defined in this permit, the following definitions apply:
1. The "Daily Maximum" is the total discharge by weight or average concentration, measurement taken, or value calculated during a 24-hour period. The parameter, pH, is limited as a range between and including the values shown.
 2. The "Weekly Average" is the arithmetic mean of the value of test results from samples collected, measurements taken or values calculated during four monitoring periods in each month consisting of calendar days 1-7, 8-14, 15-21 and 22 through the end of the month.
 3. The "Monthly Average", other than for E. coli bacteria, is the arithmetic mean of the value of test results from samples collected, measurements taken or values calculated during a calendar month. The monthly average is determined by the summation of all calculated values or measured test results divided by the number of calculated values or test results reported for that parameter during the calendar month. The monthly average for E. coli bacteria is the geometric average of the value of the test results from samples collected in a calendar month. The geometric average can be calculated by using a scientific calculator to multiply all the E. coli test results together and then taking the nth root of the product where n is the number of test results. Non-detect values shall be reported using the less than symbol (<) and the minimum detection or reportable value. To calculate average values, non-detects shall be defaulted to zero (or one for geometric averages). Greater than values shall be reported using the greater than symbol (>) and the reported value. To calculate average values, the greater than reported value shall be used in the averaging calculation.
- B. A "grab sample" is an individual sample collected in less than 15 minutes. A "composite sample" is a combination of individual samples in which the volume of each individual sample is proportional to the flow, or the sample frequency is proportioned to the flow rate over the sample period, or the sample frequency is proportional to time.
- C. The terms "Director", "Division", and "Department" refer to the Director, Division of Environment, Kansas Department of Health and Environment, respectively.
- D. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of an in-plant diversion. Severe

property damage does not mean economic loss caused by delays in production.

E. "Bypass" means the intentional diversion of waste streams from any portion of the treatment facility.

3. **Schedule of Compliance:** No later than 14 calendar days following each date identified in the "Schedule of Compliance," the permittee shall submit via mail, e-mail or fax per paragraph 1.B above, either a report of progress or, in the case of specific action being required by identified dates, a written notice of compliance or noncompliance. In the latter case, the notice shall include the cause of noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirements, or, if there are no more scheduled requirements, when such noncompliance will be corrected.
4. **Test Procedures:** All analyses required by this permit shall conform to the requirements of 40 CFR Part 136, unless otherwise specified, and shall be conducted in a laboratory accredited by the Department. For each measurement or sample, the permittee shall record the exact place, date, and time of measuring/sampling; the date and time of the analyses, the analytical techniques or methods used, minimum detection or reportable level, and the individual(s) who performed the measuring/sampling and analysis and, the results. If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved procedures, the results shall be included in the Discharge Monitoring Report form required in 1.B. above. Such increased frequencies shall also be indicated.
5. **Change in Discharge:** All discharges authorized herein shall be consistent with the permit requirements. The discharge of any pollutant not authorized by this permit or of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of this permit. Any anticipated facility expansions, production or flow increases, or production or wastewater treatment system modifications which result in a new, different, or increased discharge of pollutants shall be reported to the Division at least one hundred eighty (180) days before such change.
6. **Facilities Operation:** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the requirements of this permit and Kansas and Federal law. Proper operation and maintenance also include adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the requirements of this permit. The permittee shall take all necessary steps to minimize or prevent any adverse impact to human health or the environment resulting from noncompliance with any effluent limits specified in this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge. When necessary to maintain compliance with the permit requirements, the permittee shall halt or reduce those activities under its control which generate wastewater routed to this facility.
7. **Incidents:**

"Collection System Diversion" means the diversion of wastewater from any portion of the collection system.

"In-Plant Diversion" means routing the wastewater around any treatment unit in the treatment facility through which it would normally flow.

"In-Plant Flow Through" means an incident in which the wastewater continues to be routed through the equipment even though full treatment is not being accomplished because of equipment failure for any reason.

"Spill" means any discharge of wastewater, sludge or other materials from the treatment facility other than effluent or as more specifically described by other "Incidents" terms.

"Upset" means an exceptional incident in which there is unintentional and temporary noncompliance or anticipated noncompliance with permit effluent limits because of factors beyond the reasonable control of the permittee, as described by 40 C.F.R. 122.41(n).
8. **Diversions not Exceeding Limits:** The permittee may allow any diversion to occur which does not cause effluent limits to be exceeded, but only if it also is for essential maintenance to assure efficient operation. Such diversions are not subject to the Incident Reporting requirements shown below.

9. **Prohibition of an In-Plant Diversion:** Any in-plant diversion from facilities necessary to maintain compliance with this permit is prohibited, except: (a) where the in-plant diversion was unavoidable to prevent loss of life, personal injury, or severe property damage; (b) where there were no feasible alternatives to the in-plant diversion, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime and (c) the permittee submitted a notice as required in the Incident Reporting paragraph below. The Director may approve an anticipated in-plant diversion, after considering its adverse effects, if the Director determines that it will meet the three conditions listed above.
10. **Incident Reporting:** The permittee shall report any unanticipated collection system diversion, in-plant diversion, in-plant flow through occurrences, spill, upset or any violation of a permitted daily maximum limit within 24 hours from the time the permittee became aware of the incident. A written submission shall be provided within 5 days of the time the permittee became aware of the incident. The written submission shall contain a description of the noncompliance and its cause, the period of noncompliance, including exact dates and times; and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. An Incident Report form is available at www.kdheks.gov/water/tech.html.

For an anticipated incident or any planned changes or activities in the permitted facility that may result in noncompliance with the permit requirements, the permittee shall submit written notice, if possible, at least ten days before the date of the event.

For other noncompliance, the above information shall be provided with the next Discharge Monitoring Report.
11. **Removed Substances:** Solids, sludges, filter backwash, or other pollutants removed in the course of treatment of water shall be utilized or disposed of in a manner acceptable to the Division.
12. **Power Failures:** The permittee shall provide an alternative power source sufficient to operate the wastewater control facilities or otherwise control pollution and all discharges upon the loss of the primary source of power to the wastewater control facilities.
13. **Right of Entry:** The permittee shall allow authorized representatives of the Division of Environment or the Environmental Protection Agency upon the presentation of credentials, to enter upon the permittee's premises where an effluent source is located, or in which are located any records required by this permit, and at reasonable times, to have access to and copy any records required by this permit, to inspect any facilities, monitoring equipment or monitoring method required in this permit, and to sample any influents to, discharges from or materials in the wastewater facilities.
14. **Transfer of Ownership:** The permittee shall notify the succeeding owner or controlling person of the existence of this permit by certified letter, a copy of which shall be forwarded to the Division. The succeeding owner shall secure a new permit. This permit is not transferable to any person except after notice and approval by the Director. The Director may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary.
15. **Records Retention:** Unless otherwise specified, all records and information resulting from the monitoring activities required by this permit, including all records of analyses and calibration and maintenance of instruments and recordings from continuous monitoring instruments, shall be retained for a minimum of 3 years, or longer if requested by the Division. Biosolids/sludge records and information are required to be kept for a minimum of 5 years, or longer if requested by the Division. Groundwater monitoring data, including background samples results, shall be kept for the life of the facility regardless of ownership.
16. **Availability of Records:** Except for data determined to be confidential under 33 USC Section 1318, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Department. Effluent data shall not be considered confidential. Knowingly making any false statement on any such report or tampering with equipment to falsify data may result in the imposition of criminal penalties as provided for in 33 USC Section 1319 and KSA 65-170c.
17. **Permit Modifications and Terminations:** As provided by KAR 28-16-62, after notice and opportunity for a hearing, this permit may be modified, suspended or revoked or terminated in whole or in part during its term for cause as provided, but not limited to those set forth in KAR 28-16-62 and KAR 28-16-28b through g. The permittee shall furnish to the Director, within a reasonable amount of time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit

or to determine compliance with this permit. The permittee shall also furnish upon request, copies of all records required to be kept by this permit. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

18. **Toxic Pollutants:** Notwithstanding paragraph 17 above, if a toxic effluent standard or prohibition (including any schedule of compliance specified at such effluent standards) is established under 33 USC Section 1317(a) for a toxic pollutant which is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this permit, this permit shall be revised or modified in accordance with the toxic effluent standard or prohibition. Nothing in this permit relieves the permittee from complying with federal toxic effluent standards as promulgated pursuant to 33 USC Section 1317.
19. **Administrative, Civil and Criminal Liability:** The permittee shall comply with all requirements of this permit. Except as authorized in paragraph 9 above, nothing in this permit shall be construed to relieve the permittee from administrative, civil or criminal penalties for noncompliance as provided for in KSA 65-161 et seq., and 33 USC Section 1319.
20. **Oil and Hazardous Substance Liability:** Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject to under 33 USC Section 1321 or KSA 65-164 et seq. A municipal permittee shall promptly notify the Division by telephone upon discovering crude oil or any petroleum derivative in its sewer system or wastewater treatment facilities.
21. **Industrial Users:** A municipal permittee shall require any industrial user of the treatment works to comply with 33 USC Section 1317, 1318 and any industrial user of storm sewers to comply with 33 USC Section 1308.
22. **Property Rights:** The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights nor any infringements of or violation of federal, state or local laws or regulations.
23. **Operator Certification:** The permittee shall, if required, ensure the wastewater facilities are under the supervision of an operator certified by the Department. If the permittee does not have a certified operator or loses its certified operator, appropriate steps shall be taken to obtain a certified operator as required by KAR 28-16-30 et seq.
24. **Severability:** The provisions of this permit are severable. If any provision of this permit or any circumstance is held invalid, the application of such provision to other circumstances and the remainder of the permit shall not be affected thereby.
25. **Removal from Service:** The permittee shall inform the Division at least three months before a pumping station, treatment unit, or any other part of the treatment facility permitted by this permit is to be removed from service and shall make arrangements acceptable to the Division to decommission the facility or part of the facility being removed from service such that the public health and waters of the state are protected.
26. **Duty to Reapply:** A permit holder wishing to continue any activity regulated by this permit after the expiration date, must apply for a new permit at least 180 days prior to expiration of the permit.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jennifer Cunningham, Assistant City Manager
DATE: December 6, 2016
RE: Core Fitness Amended Lease Agreement

ISSUE:

The Governing Body is asked to consider and approve an amended agreement to the lease between the Garden City Recreation Commission and Stone Development, Inc. for CORE Fitness.

BACKGROUND:

The original lease between the parties was signed on April 28, 2014. The Garden City Recreation Commission Board and Superintendent Stewart negotiated an amended lease agreement that will reduce the rent over three years to \$10,000 a month. This is a savings of \$1,500 per month and will save the Recreation Commission \$52,000 over the next three years. In addition, they negotiated the right to terminate after eight years of possession of the facility, which is a reduction of two years on the original total lease term. This means that the lease can be terminated in February 2023 instead of February 2025. This reduction in the term could save up to \$240,000 on the total lease. The final change was the addition of a section for non-appropriation of funds which was added as required by state statute.

This amended lease agreement comes before the Governing Body as required by state statute for any lease that exceeds \$100,000.

Both the original lease and the amended lease agreement are attached for your review.

ALTERNATIVES:

1. Approve the amended lease agreement as presented.
2. Deny the amended lease agreement as presented.

RECOMMENDATION:

Staff recommends approving the amendment to the lease agreement.

Garden City Recreation Commission and Superintendent Stewart also recommend approval.

FISCAL NOTE:

There is not a fiscal note relevant to the City of Garden City, however, the Garden City Recreation Commission will see a savings of \$52,000 over three years and should they terminate after eight years as amended they could save up to \$240,000 over the last two years.

ATTACHMENTS:

Description	Upload Date	Type
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Amended Lease Agreement
Original Lease Agreement

11/29/2016 Backup Material
11/30/2016 Backup Material

AMENDMENT OF COMMERCIAL LEASE

THIS AMENDMENT OF COMMERCIAL LEASE (this "**Amendment**") is made and entered into as of _____, 2016, between Stone Development, Inc., a Kansas corporation ("**Landlord**"), with an address of 1911 E. Kansas Ave., Garden City, KS 67846, and the Garden City Recreation Commission ("**Tenant**"), with an address of 310 North 6th Street, Garden City, KS 67846, who hereby agree as follows:

RECITALS

A. By a Commercial Lease dated April 28, 2014 entered into by and between Landlord and Tenant, (the "**Lease**"), Landlord leased to Tenant and Tenant leased from Landlord a certain Building as more particularly described therein on terms and conditions contained in the Lease; and

B. Landlord and Tenant now desire to modify the provisions of the Lease as more particularly set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration for these Recitals and the mutual benefits and obligations accruing to the parties hereunder, Landlord and Tenant agree as follows:

1. **TERM.** Notwithstanding anything in the Lease to the contrary, Tenant shall have the right to terminate the Lease at any time from the date that is eight (8) years after the delivery of possession to the Tenant as specified in Section 6 of the Lease, which the parties hereby agreed occurred on February 1, 2015. Such right may be exercised by Tenant upon delivery to Landlord of a notice of its intent to terminate, which notice shall not be effective unless it precedes the proposed termination date by at least one (1) year.

2. **RENT.** Commencing with the rent payment due from Tenant to Landlord on October 1, 2016, rent payments made under Section 4 of the Lease shall be payable as set forth on the table below:

<u>Term</u>	<u>Monthly Rent Payment</u>
October 1, 2016 through September 30, 2019	\$10,000
October 1, 2019 through termination of the Lease	\$11,500

3. **INDEMNITY AND LIABILITY INSURANCE (Tenant).** Section 8 of the Lease is hereby deleted in its entirety and replaced with the following:

Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Building or to the

Building resulting from any act done or omission by or through Tenant, its agents, employees, or invitees in or at the Building by reason of Tenant's use or occupancy or resulting from Tenant's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom to the extent permitted by law. Nothing in this Lease shall extend or expand the liability of Tenant beyond that liability which may be incurred under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq. The parties do not intend by this section to do anything to abrogate any recreational use immunity available to Tenant. Tenant shall maintain, at all times during the Term, comprehensive general liability insurance in an insurance company licensed to do business in the State of Kansas and satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than \$2,000,000 for injury to or death of persons and \$1,000,000 for property damage. During the Term, Tenant shall furnish Landlord with a certificate or certificates of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insureds.

4. **NOTICE**. Any notices to Tenant provided under the Lease shall be sent pursuant to Section 31 of the Lease to:

Garden City Recreation Commission
310 N. 6th Street
Garden City, KS 67846
Attention: Aaron Stewart
Email: aaron.stewart@gardencityks.us
Fax: 620.276.1203

5. **NON-APPROPRIATION OF FUNDS**. The following shall be added as Section 38 of the Lease:

In the event sufficient funds shall not be budgeted and appropriated by Tenant for payments required to be paid under Section 4, Tenant may terminate this Lease at the end of the fiscal year in which funds were last budgeted and appropriated for payments, and Tenant shall have no further rights or obligations under this Lease. Tenant shall notify Landlord at least thirty (30) days prior to the expiration of the fiscal year then in effect, if funds are not going to be available during the ensuing term for the payments required by this Lease by reason of non-appropriation of funds. Failure of Tenant to appropriate funds for continuation of this Lease shall not constitute an element of default under this Lease.

6. **RATIFICATION AND ESTOPPEL**. Capitalized terms used but not defined herein are used as defined in the Lease. Except as specifically amended hereby, each and every other term and condition of the Lease shall remain unchanged and in full force and effect without modification, and Landlord and Tenant hereby ratify and affirm the same, including the proper execution of the Lease. To each party's knowledge, all obligations of the other to be performed or complied with through the date hereof have been fully performed and complied with and there

exists no default or condition, state of facts or event that, with the passing of time or the giving of notice, or both, would constitute a default by the other party in the performance of its obligations under the Lease. The Lease as amended to date constitutes the entire agreement and understanding of the parties; and all prior negotiations, correspondence, proposals, prior documents and verbal understandings are hereby merged into the Lease, as amended.

7. **COUNTERPARTS.** For purposes of executing this Amendment, this document signed and transmitted by facsimile machine or telecopier is to be treated as an original document. This Amendment may be executed in one or more counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which shall constitute one instrument.

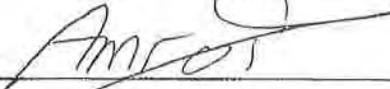
8. **APPROVAL PURSUANT TO K.S.A. 12-1928(h).** Tenant shall submit this Amendment of Commercial Lease and the Commercial Lease to the City of Garden City for approval pursuant to K.S.A. 12-1928(h).

<Remainder of Page Intentionally Blank - Signature Page Follows>

WITNESSING THEIR AGREEMENT and intending to be legally bound, the parties have executed this Assignment the day and year first above written.

LANDLORD:

Stone Development, Inc.

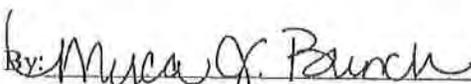
By: 

Name: Amro M. Samy

Title: President

TENANT:

Garden City Recreation Commission

By: 

Name: Myca J. Bunch

Title: Board president

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "Lease") is made as of April 28, 2014, 2014, between Stone Development, Inc., a Kansas corporation ("Landlord"), with an address of 1911 E. Kansas Ave., Garden City, KS 67846, and the Garden City Recreation Commission ("Tenant"), with an address of 310 North 6th Street, Garden City, KS 67846, who hereby agree as follows:

RECITALS

1. WHEREAS, Tenant desires to lease the Building (defined below) from Landlord; and
2. WHEREAS, Landlord desires, and has the right and ability, to lease the Building (defined below) to Tenant.

AGREEMENT

1. **BUILDING.** Subject to the covenants and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, a certain building (the "**Building**") consisting of approximately ten thousand (10,000) square feet generally located at 941 Larue Road on the site plan attached hereto as Exhibit A, as well as the non-exclusive right to use for the parking, access and ingress/egress of its and its employees and customers the area depicted in cross-hatching on Exhibit A as the "**Common Areas**."
2. **USE OF THE BUILDING.** The Building shall be used only as a fitness center and uses commonly associated therewith (the "**Permitted Use**"). Other uses as allowed by law only with prior written approval by Landlord. Tenant may cease its operations within the Building; provided, however, that if such cessation continues for a continuous period of ninety (90) days or longer during the Term, Landlord may recapture the Building and terminate this Lease at its election.
3. **TERM.** The Term of this Lease shall commence upon its execution and shall continue for a term (the "**Term**") ending ten (10) years after the delivery of possession to the Tenant as specified in Section 6 hereof.
4. **RENT PAYMENTS.** Tenant shall pay rent to Landlord in the amount of Eleven Thousand Five Hundred Dollars (\$11,500) per month over the Term. The first monthly rent installment shall be paid at the delivery of possession to the Tenant as specified in Section 6 hereof, and all subsequent monthly rent installments shall be due and payable in advance without notice or demand at Landlord's above stated address, or at any other place Landlord designates in writing.
5. **SECURITY DEPOSIT.** Concurrently with execution of this Lease, Tenant shall deliver to Landlord Five Thousand Dollars (\$5,000) as security for the performance by Tenant of every covenant and condition of this Lease (the "**Security Deposit**"). Said Security Deposit may be commingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, including, but not limited to the payment of rent, Landlord may apply the whole or any part of such Security Deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's damage or

default. If any portion of the Security Deposit is so applied, Tenant, upon demand by Landlord, shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Should Tenant comply with all of the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days of termination of this Lease.

6. **POSSESSION.** As of the date of the execution of this Lease, Landlord is making certain improvements to the Building at Tenant's direction to make it usable for the Permitted Use. Possession of the Building shall be delivered to Tenant as of the date of the completion of these improvements to Tenant's reasonable satisfaction.

7. **PROPERTY INSURANCE.** Tenant shall obtain at its sole cost and expense fire and extended coverage casualty insurance for the Building, with such comprehensive or so called "all risk" endorsements and in such amounts as Landlord may, from time to time, deem reasonably necessary, and shall show the Tenant and the Landlord, and Landlord's lender, if any, as the insured thereon. Such insurance shall be maintained at all times throughout the Term.

8. **INDEMNITY AND LIABILITY INSURANCE (Tenant).** Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Building or to the Building resulting from any act done or omission by or through Tenant, its agents, employees, or invitees in or at the Building by reason of Tenant's use or occupancy or resulting from Tenant's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Nothing in this Lease shall extend or expand the liability of Tenant beyond that liability which may be incurred under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq. The parties do not intend by this section to do anything to abrogate any recreational use immunity available to Tenant. Tenant shall maintain, at all times during the Term, comprehensive general liability insurance in an insurance company licensed to do business in the State of Kansas and satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than \$2,000,000 for injury to or death of persons and \$1,000,000 for property damage. During the Term, Tenant shall furnish Landlord with a certificate or certificates of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insureds.

9. **INDEMNITY AND LIABILITY INSURANCE (Landlord).** Landlord shall at all times indemnify, defend and hold Tenant harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Common Areas resulting from any negligent act done or omission by or through Landlord, its agents, or employees. Landlord shall maintain, at all times during the Term, comprehensive general liability insurance in an insurance company licensed in the State of Kansas to do business in the state in which the Common Areas are located covering injury to or death of persons and property damage.

10. **TAXES.** During the Term, Landlord shall pay any real estate taxes and special taxes and assessments (collectively, the "Taxes") attributable to the Building and accruing during the Term.

11. **MAINTENANCE.** Tenant shall at all times during the Term maintain the interior of the Building in a condition reasonably similar to the condition of the Building as of the commencement of the Term. Landlord shall be responsible for the maintenance and repair of the roof, concrete slab, plumbing, electrical, and HVAC systems, and structural components of the Building, as well as the Common Areas. In the event Tenant fails to perform its maintenance and payment obligations set forth in this Section, Landlord may perform such maintenance and make such payments as may be required and may assess Tenant for the costs of such performance, and such amounts shall be immediately due and payable as additional rent.

12. **MULTIPLE TENANCY COMPLEX.** Tenant agrees to conduct its business in a manner that shall not be unlawful, illegal, or objectionable to other inhabitants of property adjacent to the Building, including but not limited to noise, vibration, odor, trash or fumes. In the event Landlord receives complaints from other surrounding inhabitants and determines, in its reasonable judgment, that Tenant is conducting its operations in a manner so as to be objectionable to other Tenants, Tenant shall, upon notice from Landlord, promptly modify its operations to eliminate such objections.

13. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Building or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance. Said consent shall not be unreasonably withheld by Landlord. For the purpose of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Tenant's assets or otherwise, or by operation of law, shall be deemed an assignment of this lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

14. **SIGNS AND ADVERTISEMENTS.** Tenant shall not place upon nor permit to be placed upon any part of the Building, any signs, billboards or advertisements whatsoever, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All permitted signage shall be at Tenant's sole expense.

15. **CONDITION OF BUILDING.** Tenant acknowledges that it has inspected the Building and Tenant accepts the Building in its present condition. At the end of the Term, except for damage caused by fire or other perils, Tenant, at its expense, shall (a) surrender the Building in the same or similar condition as existed at the time the Building were accepted and possession taken by Tenant, subject to reasonable wear resulting from uses permitted hereunder, and further subject to Tenant's obligations; (b) have removed all of Tenant's property from the Building; (c) have repaired any damage to the Building caused by the removal of Tenant's Property; and (d) leave the Building free of trash and debris and in "broom clean" condition.

16. **LANDLORD'S RIGHT OF ENTRY.** Landlord or Landlord's agent may enter at reasonable hours to inspect or show the Building to prospective lenders and purchasers, and to do anything Landlord may be required to do hereunder or which Landlord may deem necessary for the

good of the Building. During the last ninety (90) days of the Term, Landlord may display a "For Rent" sign on the Building.

17. **DAMAGE BY CASUALTY.** If, during the Term the Building shall be destroyed or so damaged by fire or other casualty as to become untenable, then in such event, at the option of Landlord, this Lease shall terminate from the date of such damage or destruction. Landlord shall exercise this option to so terminate this Lease by notice in writing delivered to Tenant within thirty (30) days after such damage or destruction. Upon such notice, Tenant shall immediately surrender said Building and all interest therein to Landlord, and Tenant shall pay rent only to the time of such damage or destruction. If Landlord does not elect to terminate this Lease, this Lease shall continue in full force and effect, and Landlord shall expeditiously repair the Building, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose, may enter said Building. Tenant hereby covenants that the proceeds of its insurance required to be maintained during the Term shall be applied to such repairs to the Building or to offset Landlord's loss in the event this Lease is terminated. In the event of repairs to the building, rent shall abate in proportion to the extent and duration of untenability. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and its other personal property within five days after the request by Landlord. If the Building shall be slightly damaged by fire or other casualty, so as not to render the same untenable, then Landlord, using the proceeds of any insurance maintained by Tenant in accordance with this Lease, shall expeditiously repair the same and in that case the rent shall not abate. Except for rent abatement as herein provided, no compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or loss of business arising from the necessity of repairing any portion of the Building or the Building.

18. **PERSONAL PROPERTY.** Landlord shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of Tenant in or about the Building.

19. **ALTERATIONS.** Tenant shall not make any material or structural alterations or additions in or to the Building without the prior written consent of Landlord.

20. **UTILITIES AND SERVICES.** Tenant shall furnish and pay for all electricity, gas, water, fuel, trash removal, telephone, internet, and any services or utilities used in or assessed against the Building during the Term.

21. **LEGAL REQUIREMENTS.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Building or the use thereof, and Tenant shall indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do so.

22. **FIXTURES.** Except for Tenant's personal property and trade fixtures, all buildings, repairs, alterations, additions, improvements, installations and other non-trade fixtures installed or erected on the Building, whether by or at the expense of Landlord or Tenant, shall belong to Landlord and shall remain on and be surrendered with the Building at the expiration or termination of this Lease. However, at Landlord's option, Tenant shall remove Tenant's alterations or improvements prior to the expiration of this Lease and return the Building to its original condition.

23. **TAXES ON LEASEHOLD.** Tenant shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed during the Term against any leasehold interest or personal property of any kind owned by or placed in, upon, or about the Building by Tenant.
24. **EMINENT DOMAIN.** Should all of the Building be taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Building are unsuitable, in Tenant's reasonable opinion, for the Permitted Use, then the term of this Lease shall terminate as of the date that title shall vest in the acquiring authority and the rent and other charges shall be adjusted as of the date of such taking. In such case, Landlord shall be entitled to the proceeds of the condemnation award made to Landlord. Nothing herein shall be construed to prevent Tenant from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided, however, that no award made to or on behalf of Tenant shall reduce, limit, or restrict the award to Landlord, and no allocation of Landlord's award in condemnation shall occur. Tenant shall have no claim against Landlord for the value of the unexpired term of this Lease. Should any part of the Building be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Building unsuitable for the operation of its business, this Lease shall continue on the same terms and conditions except that the description of the Building or the real estate taken by right of eminent domain or a conveyance in lieu thereof or in connection therewith shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the Building will first be used to restore the Building to a position of occupancy by the Tenant. The balance of such condemnation proceeds from the Building, if any, shall belong to Landlord.
25. **WAIVER OF SUBROGATION.** As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.
26. **DEFAULT AND REMEDIES.** If: (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease; (b) Tenant deserts or vacates the Building; (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon ten (10) days prior written notice for a monetary default and thirty (30) days written notice for a non-monetary default, excepting the payment of rent or additional rent for which no demand or notice shall be necessary, in addition to and not in limitation of any other remedy permitted by law, Landlord may enter upon the Building either with or without process of law, and to expel, remove and put out Tenant or any other persons thereon, together with all

personal property; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, rent said Building or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Building. At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent and additional rent due hereunder; second, to the payment of rent and additional rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collected by Landlord monthly. No such re-entry or taking possession of said Building shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Tenant the worth at the time of such termination of the excess of the amount of rent and additional rent reserved in this Lease for the balance of the Term over the then reasonable rental value of the Building for the same period. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. In addition to the remedies set forth herein, Tenant shall pay a late charge in the amount of five percent (5%) of any payment due hereunder which remains unpaid on the tenth day after same is otherwise due hereunder. Said late charge shall be deemed additional rent, and the assessment or collection of same shall not limit or delay Landlord's pursuit of any remedy arising hereunder upon Tenant's default. If Landlord fails to comply with any term, provision, condition or covenant of this Lease, upon thirty (30) days written notice of default from Tenant to Landlord, Tenant may declare this Lease terminated. Upon termination due to a default by Landlord, Tenant shall have no further obligation of any kind under this Lease to Landlord. Notwithstanding anything to the contrary, either Landlord or Tenant, as applicable, shall have thirty (30) days following the receipt of written notice of a default to cure such default, and if cured within such time, this Lease shall otherwise continue in full force and effect. In the event such default cannot reasonably be cured within thirty (30) days after the receipt of notice thereof, the time required to cure such default shall be extended to the time reasonably necessary to cure such default in the event the defaulting party is diligently pursuing the cure of such default.

27. **HOLDING OVER.** If Tenant retains possession of the Building or any part thereof after the termination or expiration of the Term, by lapse of time or otherwise, Tenant shall, as a charge for use of the Building, pay Landlord rent at 1.5 times the rate of rent payable for the year immediately preceding said holdover, computed on a monthly basis for the time Tenant thus remains in possession. Tenant shall also pay Landlord's actual damages. Any retention of the Building after the termination or expiration of this Lease or any extension thereof shall be considered a month-to-month holdover. The provisions of this paragraph do not waive Landlord's right of re-entry or any other rights hereunder.

28. **WAIVER.** The rights and remedies of Landlord under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by Landlord of any breach or default of Tenant shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Landlord of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date. Receipt by Landlord of partial payment after Tenant's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Landlord before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

29. **TOXIC OR HAZARDOUS MATERIALS.** Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Building without the prior written consent of Landlord. Tenant, at its sole cost, shall comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Tenant storage, use or disposal of any toxic or hazardous material in, on or about the Building including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Building, and any other property of whatever nature located on the Building, to their condition existing prior to the appearance of toxic or hazardous materials on the Building. Tenant's obligations under this paragraph shall survive the termination of this Lease.

30. **MECHANIC'S LIENS.** Tenant covenants to keep the Building and the Building free of mechanics' and materialmans' liens and other liens of like nature that arise from any work to be done on or to the Building or the Building contracted by or on behalf of Tenant, and at all times fully to protect and indemnify, hold harmless and defend Landlord and any mortgagee of Landlord against all liabilities and expenses arising out of or incurred by reason of or on account of any such claim or lien. Should Tenant fail to fully discharge any such lien or claim within forty-five (45) days after receiving notice that a lien has been filed against the Building or the Building, Landlord may, at its option, and without waiving the right to consider Tenant's failure to discharge such lien a default under this Lease, pay the same or any part thereof.

31. **NOTICES.** Except as otherwise specifically set forth in this Lease, any notice required by the terms hereof shall be given in writing at the address set forth below by any of the following means: (a) personal service, (b) electronic communication, whether by facsimile, e-mail, telex, telegram or telecom, (c) nationally recognized courier service, or (d) registered or certified United States mail, postage prepaid, return receipt requested, as follows:

If to Tenant: Garden City Recreation Commission
310 N. 6th Street
Garden City, KS 67846
Attention: John Washington
Email: john.washington@gardencityks.us
Fax: (620) 276-1203

If to Landlord: Stone Development, Inc.
1911 East Kansas Ave.
Garden City, KS 67846
Attention: Amro Samy
Email: samy@gcclarioninn.com
Fax: (620) 275-4028

32. **SUBORDINATION OF LEASE TO MORTGAGES.** This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the Building; provided, however, that with regard to any pledge or mortgage executed by Landlord, Landlord shall use its best efforts to provide to Tenant a nondisturbance agreement from any mortgagee or other lien holder of Landlord's interest in the Building. Such nondisturbance agreement shall be in form and content reasonably acceptable to Tenant and Landlord's mortgagee or other lien holder, together with a representation that the Landlord is not in default of any of the terms of any such mortgage or security agreement as of the date thereof. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, the Tenant will nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee. The Tenant hereby irrevocably appoints the Landlord as Tenant's attorney-in-fact to execute and deliver any such instrument for the Tenant. Provided, however, and notwithstanding the foregoing provisions hereof, upon foreclosure of the mortgage with the mortgagee succeeding to the rights of the Landlord, the Tenant shall, at the option of said mortgagee, be bound to the mortgagee under all of the terms of the Lease for the balance of the term hereof remaining with the same force and effect as if the mortgagee were the Landlord under the Lease, and the Tenant hereby attorns to the mortgagee as its Landlord, such attornment to be effective and self-operative if the mortgagee so elects. In no event, however, shall the mortgagee be liable for any act or omission of any prior Landlord, be subject to any offsets or defenses which Tenant might have against any prior Landlord, or be bound by any rent or additional rent which the Tenant might have paid to any prior Landlord for more than the current month.

33. **SUCCESSORS.** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any rights in the assignee or subtenant of Tenant.

34. **QUIET POSSESSION.** Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Building for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns, but only during such party's ownership of

the Building. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

35. **BANKRUPTCY.** Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

36. **ENTIRE AGREEMENT.** This Lease, and any Exhibits or Addenda attached hereto, contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenants, jointly and severally.

37. **ESTOPPEL CERTIFICATES.** Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord or to any lender of or purchaser from Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Building or of the business of Landlord.

IN WITNESS WHEREOF, said parties hereunto subscribed their names.

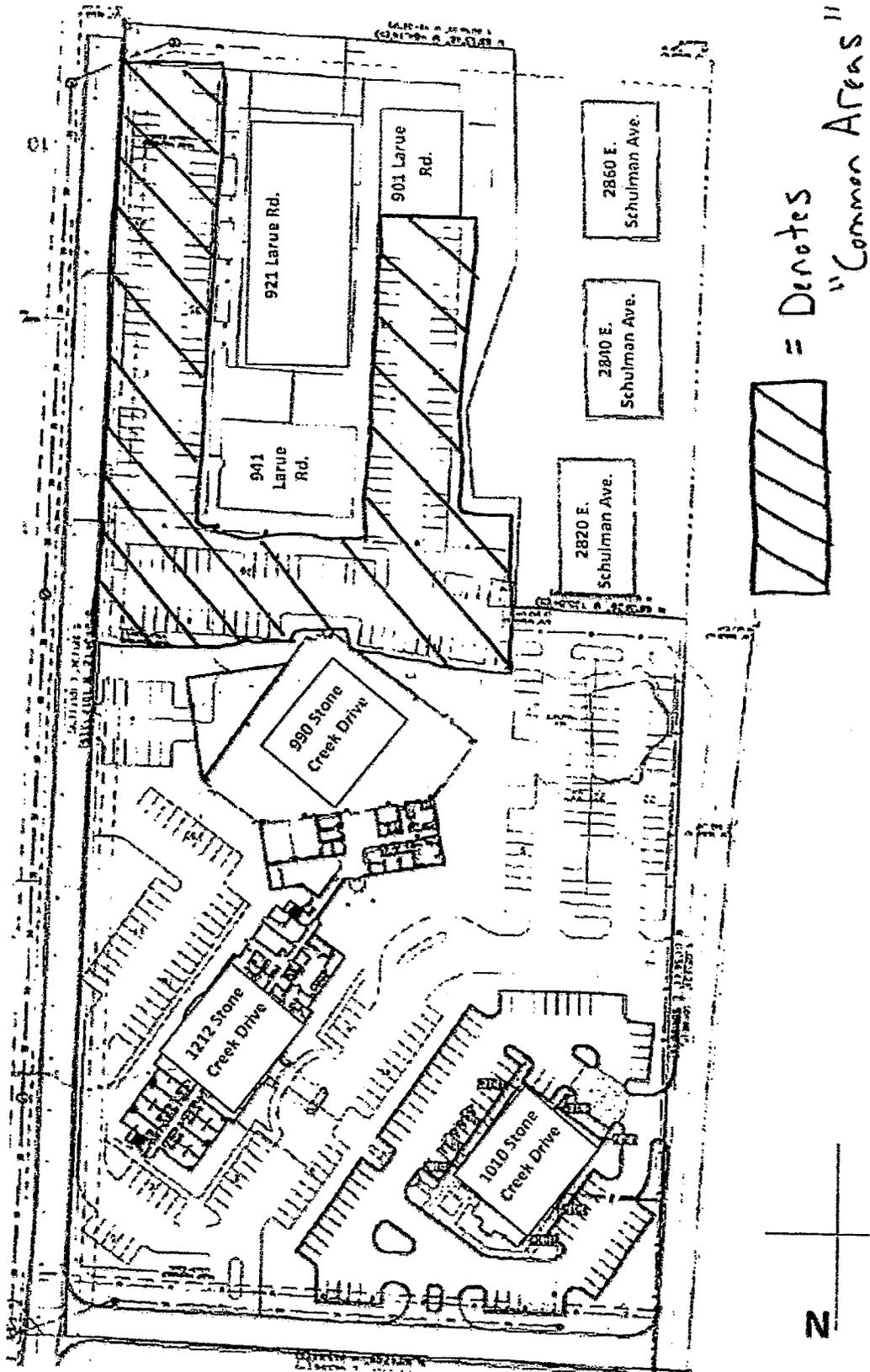
LANDLORD:
Stone Development, Inc.

By: Amro Samy
Name: Amro Samy
Title: President

TENANT:
Garden City Recreation Commission

By: John H. Washington
Name: John H. Washington
Title: Superintendent

Exhibit A





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: December 6, 2016
RE: 2017 Property & Liability Insurance Renewal

ISSUE:

The Governing Body is asked to consider and approve the 2017 Property & Liability Insurance renewal for the City of Garden City.

BACKGROUND:

The City currently has Property & Liability insurance coverage provided through Traveler's Insurance with agent brokers Rutter Cline Associates, Inc. that expires December 31, 2016. The packet premium, including all applicable commissions for the recommended program is \$342,702. The analysis of the 2016 and 2017 quotes are attached.

ALTERNATIVES:

1. Approve the 2017 Property & Liability Insurance renewal as outlined in the Charlesworth memo attached.
2. Modify the 2017 Property & Liability Insurance renewal.
3. Do not approve the 2017 Property & Liability Insurance renewal.

RECOMMENDATION:

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

FISCAL NOTE:

The change in premium reflects a 9% increase above the 2016 insurance premium. The total 2017 premium is \$342,702. The 2016 premium was \$314,275.

ATTACHMENTS:

Description	Upload Date	Type
P&L renewal - GC Recommendation	11/29/2016	Backup Material
P&L renewal - GC Spreadsheet	11/29/2016	Backup Material



CHARLESWORTH & ASSOCIATES, LC
Insurance Consulting & Risk Management

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

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

November 21, 2016

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

Re: **Property & Liability Insurance**
December 31, 2016 Inception

Dear Matt:

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

What We Did

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

Summary

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

The City's agent has negotiated a renewal with the premium increase 9%. This is higher than expected and attempts to lower the premium were unsuccessful. It should be noted that the actual rate increase

was around 5% with the balance of the increase due the increase in ratable items such as property values and budgeted expenditures.

A history of the City's total premiums is as follows.

12/31/2001 - 2002		\$332,187	
12/31/2002 - 2003	Marketing:	\$357,396	(+7.6%)
12/31/2003 - 2004	Renewal:	\$367,069	(+2.7%)
12/31/2004 - 2005	Renewal:	\$347,560	(-5.6%)
12/31/2005 - 2006	Marketing:	\$283,938	(-18.3%)
12/31/2006 - 2007	Renewal:	\$277,654	(-2.2%)
12/31/2007 - 2008	Renewal:	\$260,315	(-6.2%)
12/31/2008 - 2009	Marketing:	\$209,668	(-19.5%)
12/31/2009 - 2010	Renewal:	\$219,316	(+4.6%)
12/31/2010 - 2011	Renewal:	\$221,374	(+0.9%)
12/31/2011 - 2012	Marketing:	\$227,078	(+2.6%)
12/31/2012 - 2013	Renewal:	\$247,916	(+9.2%)
12/31/2013 - 2014	Renewal:	\$272,275	(+9.8%)
12/31/2014 - 2015	Marketing:	\$296,139	(+8.8%)
12/31/2015 - 2016	Renewal:	\$314,275	(+6.1%)
12/31/2016 - 2017	Renewal:	\$342,702	(+9.0%)

It is our firm's recommendation that the City approve the property and liability insurance renewal proposed by Rutter / Cline Associates, Inc. in the amount of \$342,702. We would further suggest an aggressive marketing effort for the following policy year.

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

Respectfully,



James Charlesworth, ARM

JC/cm
Attachment

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2016 to DECEMBER 31, 2017

AGENCY:

Rutter Cline Associates, Inc.

INSURER & BEST RATING:

Travelers Insurance A++:XV

Travelers Insurance A++:XV

POLICY PERIOD:

12/31/2016 - 12/31/2017 (Renewal)

12/31/2015 - 12/31/2016 (Expiring)

PREMIUM SUMMARY

PLEASE REFER TO COMPLETE TRAVELERS RENEWAL PROPOSAL

PROPERTY:	\$	106,415	\$	100,000
EARTHQUAKE / FLOOD:		Included		Included
INLAND MARINE:	\$	37,490	\$	34,071
CRIME:	\$	2,718	\$	2,441
BOILER & MACHINERY:		Included		Included
GENERAL LIABILITY / EBL:	\$	70,592	\$	70,481
LIQUOR LIABILITY:	\$	117	\$	114
PUBLIC MANAGEMENT LIABILITY:	\$	16,970	\$	14,005
EMPLOYMENT PRACTICES LIABILITY:	\$	22,100	\$	18,366
LAW ENFORCEMENT LIABILITY:	\$	31,588	\$	24,691
AUTOMOBILE:	\$	48,692	\$	44,219
CYBER LIABILITY:	\$	6,020	\$	5,887
TOTAL:	\$	342,702	\$	314,275

PROPERTY

INSURER & BEST RATING:	Travelers Insurance A++ : XV	Travelers Insurance A++ : XV
LIMIT:	\$78,390,236	\$76,846,786 (+4.4%)
BLANKET:	Yes(All locations included in blanket)	Yes(All locations included in blanket)
RISK OF DIRECT PHYSICAL LOSS:	Risk of Direct Physical Loss subject to policy exclusions	Risk of Direct Physical Loss subject to policy exclusions
AGREED AMOUNT:	Yes	Yes
REPLACEMENT COST:	Yes	Yes
INCLUDE PROPERTY OF OTHERS:	Yes (\$50,000)	Yes (\$50,000)
INCLUDE PERSONAL EFFECTS:	Yes (\$50,000)	Yes (\$50,000)
REBUILD AT OPTIONAL LOCATION IF TOTAL LOSS:	Yes	Yes
PROPERTY IN TRANSIT LIMIT:	\$50,000	\$50,000
INCL. BUILDING ORDINANCE & LAW:	\$250,000 - Replacing of Undamaged Incl. in \$250,000 - Demolishing of Undamaged Incl. in \$250,000 - Increased Cost of Construction	\$250,000 - Replacing of Undamaged Incl. in \$250,000 - Demolishing of Undamaged Incl. in \$250,000 - Increased Cost of Construction
INCL. ARCHITECT & ENGINEERING FEES:	Yes	Yes
INCL. POLLUTION CLEANUP FROM AN INSURED LOCATION FROM A COVERED PERIL:	Yes (\$100,000 Limit)	Yes (\$100,000 Limit)
INCL. UNINTENTIONAL E&O IN SCHEDULE:	Yes	Yes
INCL. PROPERTY IN THE OPEN:	Yes - within 1,000 feet of insured premises	Yes - within 1,000 feet of insured premises
ACCOUNTS RECEIVABLE LIMIT:	\$500,000	\$500,000
VALUABLE PAPERS & RECORDS:	\$500,000	\$500,000
INCLUDES ELECTRICAL DATA & MEDIA:	Yes	Yes
FINE ARTS:	\$50,000	\$50,000

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2016 to DECEMBER 31, 2017

AGENCY:

Rutter Cline Associates, Inc.

INSURER & BEST RATING:

Travelers Insurance A++:XV

Travelers Insurance A++:XV

POLICY PERIOD:

12/31/2016 - 12/31/2017 (Renewal)

12/31/2015 - 12/31/2016 (Expiring)

PROPERTY (CONTINUED)

SEWER / DRAIN BACKUP:	Policy Limit	Policy Limit
TREES, SHRUBS & PLANTS:	\$50,000 per loss (\$2,500 per item) - Named Perils	\$50,000 per loss (\$2,500 per item) - Named Perils
DEBRIS REMOVAL:	Yes - 25% of amount we pay for loss + \$250,000	Yes - 25% of amount we pay for loss + \$250,000
BOILER & MACHINERY: "CONNECTED READY FOR USE": EXPEDITING EXPENSE LIMIT: HAZARDOUS SUBSTANCE LIMIT:	Included See coverage form \$250,000 \$250,000	Included See coverage form \$250,000 \$250,000
NEWLY ACQUIRED PROPERTY:	\$2,000,000 Buildings \$1,000,000 Contents 180-days to report	\$2,000,000 Buildings \$1,000,000 Contents 180-days to report
DEDUCTIBLE:	\$5,000 per occurrence \$25,000 per occurrence for Wind/Hail	\$5,000 per occurrence \$25,000 per occurrence for Wind/Hail
PROPERTY ANNUAL PREMIUM:	\$106,415	\$100,000

(\$25,000 Deductible - All Perils - \$105,215)

EARTHQUAKE	\$5,000,000 Earthquake Limit \$5,000,000 Annual Aggregate \$25,000 Deductible Includes seismic movement Included	\$5,000,000 Earthquake Limit \$5,000,000 Annual Aggregate \$25,000 Deductible Includes seismic movement Included
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FLOOD	\$ 5,000,000 Flood Limit / \$25,000 Deductible OR \$2,000,000 Flood Limit* / \$100,000 Deductible *See proposal for locations subject to \$2,000,000 limit. (21 Locations/\$9.5 Million In Values -- Includes Finnup Education Center) Excludes Zone A Included	\$ 5,000,000 Flood Limit / \$25,000 Deductible OR \$2,000,000 Flood Limit* / \$100,000 Deductible *See proposal for locations subject to \$2,000,000 limit. (27 Locations/\$14.9 Million In Values -- Includes Finnup Education Center) Excludes Zone A Included
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BUSINESS INCOME / EXTRA EXPENSE

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

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2016 to DECEMBER 31, 2017

AGENCY:	Rutter Cline Associates, Inc.	
INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A++:XV
POLICY PERIOD:	12/31/2016 - 12/31/2017 (Renewal)	12/31/2015 - 12/31/2016 (Expiring)

INLAND MARINE

VALUATION:	Actual Cash Value	Actual Cash Value
COINSURANCE PROVISION:	80%	80%

CONTRACTORS EQUIPMENT

LIMITS:	\$4,256,518 Scheduled \$ 50,000 Unscheduled \$ 50,000 Leased/Rented from others (\$5,000 Maximum Per Item) \$ 250,000 Newly Acquired \$ 5,000 Rental Costs \$100,000 Loss of Replacement Item	\$3,896,754 Scheduled (+4.4%) \$ 50,000 Unscheduled \$ 50,000 Leased/Rented from others (\$5,000 Maximum Per Item) \$ 250,000 Newly Acquired \$ 5,000 Rental Costs \$100,000 Loss of Replacement Item
DEDUCTIBLE:	\$10,000 Per Occurrence	\$10,000 Per Occurrence
ANNUAL PREMIUM:	\$37,490	\$34,071

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

LIMITS:	\$ 2,182,920 Limit --\$5,000 Max per item (Street lights, signs, traffic signs & lights, and stadium lights have a \$50,000 per occurrence limit / \$2,500 per item under the property. This \$2M is excess .)	\$ 2,000,000 Limit --\$5,000 Max per item (Street lights, signs, traffic signs & lights, and stadium lights have a \$50,000 per occurrence limit / \$2,500 per item under the property. This \$2M is excess .)
DEDUCTIBLE:	\$10,000 Deductible	\$10,000 Deductible
ANNUAL PREMIUM:	Included	Included

RADIO & BROADCASTING EQUIPMENT:

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

CRIME COVERAGE

INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A++:XV
PUBLIC EMPLOYEES BLANKET TYPE FORM "O":	Travelers Governmental Crime Form	Travelers Governmental Crime Form
FAITHFUL PERFORMANCE OF DUTY:	Included	Included
LIMITS EXCESS OVER POSITION BONDS:	No	No
LIMIT:	\$ 250,000	\$ 250,000
DEDUCTIBLE:	\$ 1,000	\$ 1,000
ANNUAL PREMIUM:	\$2,718	\$2,441

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

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

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

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2016 to DECEMBER 31, 2017

AGENCY:

Rutter Cline Associates, Inc.

INSURER & BEST RATING:

Travelers Insurance A++:XV

Travelers Insurance A++:XV

POLICY PERIOD:

12/31/2016 - 12/31/2017 (Renewal)

12/31/2015 - 12/31/2016 (Expiring)

GENERAL LIABILITY

INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A++:XV
COMMERCIAL GENERAL FORM:	Yes	Yes
OCCURRENCE COVERAGE:	Yes	Yes
LIMITS -	\$ 1,000,000 Each Occurrence \$ 1,000,000 Personal / Advertising Injury \$ 2,000,000 General Aggregate \$ 2,000,000 Product / Completed Oper. Agg. \$ 500,000 Fire Damage Legal \$ 0 No-Fault Medical Payments	\$ 1,000,000 Each Occurrence \$ 1,000,000 Personal / Advertising Injury \$ 2,000,000 General Aggregate \$ 2,000,000 Product / Completed Oper. Agg. \$ 100,000 Fire Damage Legal \$ 0 No-Fault Medical Payments
DEDUCTIBLE:	\$ 5,000 Bodily injury / Property damage	\$ 5,000 Bodily injury / Property damage
INCL. TORT LIABILITY ENDORSEMENT:	Yes	Yes
INCL. INDEPENDENT CONTRACTORS:	Included	Included
SUPPLEMENTARY DEFENSE COSTS:	Yes	Yes
INCL. SPECIAL EVENTS:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Deleted	Deleted
INCL. PROFESSIONAL SERVICES FOR EMPLOYED PROFESSIONAL ENGINEER(S):	Yes	Yes
INCLUDE EMT PROFESSIONAL:	Included	Included
INCLUDES SPAYING OF CHEMICALS:	Yes	Yes
INCL. SEWER BACKUP CLAIMS:	Yes - \$500,000 Limit	Yes - \$500,000 Limit
INCL. ALLEGED POLLUTION OF WATER PRODUCTS:	Yes	Yes
INCL. OWNED WATERCRAFT:	Yes, up to 25 feet	Yes, up to 25 feet
INCL. FAILURE TO SUPPLY:	Yes - \$500,000 Limit	Yes - \$500,000 Limit
INCL. ABUSE / MOLESTATION:	Yes (\$500,000 each offense / \$1,000,000 Aggregate)	Yes
INCL. CEMETERY LIABILITY:	Yes	Yes
PREMIUM SUBJECT TO AUDIT:	No	No
G.L. ANNUAL PREMIUM:	\$70,211	\$70,100

EMPLOYEE BENEFIT LIABILITY

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

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2016 to DECEMBER 31, 2017

AGENCY:

Rutter Cline Associates, Inc.

INSURER & BEST RATING:

Travelers Insurance A++:XV

Travelers Insurance A++:XV

POLICY PERIOD:

12/31/2016 - 12/31/2017 (Renewal)

12/31/2015 - 12/31/2016 (Expiring)

LIQUOR LIABILITY

COVERAGE FORM:	Occurrence	Occurrence
LIMITS:	\$ 1,000,000 Each Claim \$ 1,000,000 Aggregate	\$ 1,000,000 Each Claim \$ 1,000,000 Aggregate
DEDUCTIBLE:	None	None
LIQUOR LIABILITY ANNUAL PREMIUM:	\$117	\$114

PUBLIC MANAGEMENT LIABILITY

INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A++:XV
FORM:	Claims Made	Claims Made
RETRO DATE:	December 31, 2003	December 31, 2003
LIMITS OF LIABILITY:	\$ 2,000,000 Each Claim \$ 2,000,000 Aggregate	\$ 2,000,000 Each Claim \$ 2,000,000 Aggregate
DEDUCTIBLE:	\$ 25,000 Each Claim	\$ 25,000 Each Claim
WRONGFUL ACT COVERAGE:	Yes	Yes
DEFENSE COST ARE SUPPLEMENTAL:	Yes	Yes
"PAY ON BEHALF OF INSURED":	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCL. CITY ATTORNEY, PROSECUTORS & JUDGE (WITHIN SCOPE OF DUTIES):	Yes, if employees of the City	Yes, if employees of the City
INCLUDES DISCRIMINATION:	Yes	Yes
INCLUDES CIVIL RIGHTS VIOLATIONS:	Yes	Yes
INCL. SEXUAL HARASSMENT (NO B.I.):	Excluded	Excluded
INCLUDES AUTHORIZED VOLUNTEERS:	Yes	Yes
INCLUDES ALL ADVISORY BOARDS & COMMISSIONS:	Yes	Yes
AWARDED PLAINTIFF FEES INCLUDED AS "DAMAGES":	Yes	Yes
INCL. EMPLOYED NOTARIES:	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ACTS:	Yes, Until finding of fact	Yes, Until finding of fact
ANNUAL PREMIUM:	\$16,970	\$14,005

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2016 to DECEMBER 31, 2017

AGENCY:

Rutter Cline Associates, Inc.

INSURER & BEST RATING:

Travelers Insurance A++:XV

Travelers Insurance A++:XV

POLICY PERIOD:

12/31/2016 - 12/31/2017 (Renewal)

12/31/2015 - 12/31/2016 (Expiring)

EMPLOYMENT PRACTICES LIABILITY

INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A++:XV
FORM:	Claims Made	Claims Made
RETRO DATE:	January 1, 1984	January 1, 1984
LIMITS OF LIABILITY:	\$ 1,000,000 Each Claim \$ 1,000,000 Aggregate	\$ 1,000,000 Each Claim \$ 1,000,000 Aggregate
DEDUCTIBLE:	\$ 15,000 Each Claim	\$ 15,000 Each Claim
WRONGFUL ACT COVERAGE:	Yes	Yes
DEFENSE COST ARE SUPPLEMENTAL:	No - Within Limit	No - Within Limit
"PAY ON BEHALF OF INSURED":	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCLUDES DISCRIMINATION:	Yes	Yes
INCLUDES CIVIL RIGHTS VIOLATIONS:	Yes	Yes
INCL. SEXUAL HARASSMENT (NO B.I.):	Yes	Yes
INCLUDES AUTHORIZED VOLUNTEERS:	Yes	Yes
AWARDED PLAINTIFF FEES INCLUDED AS "DAMAGES":	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ACTS:	Yes, Until Finding of Fact	Yes, Until Finding of Fact
INCL. EEOC & KDHR MEDIATION PROCEEDINGS:	Yes	Yes
ANNUAL PREMIUM:	\$22,100	\$18,366

LAW ENFORCEMENT LIABILITY

INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A++:XV
FORM:	Occurrence	Occurrence
LIMITS OF LIABILITY:	\$ 2,000,000 Each Occurrence \$ 2,000,000 Aggregate \$ 500,000 Tort Claim Endorsement	\$ 2,000,000 Each Occurrence \$ 2,000,000 Aggregate \$ 500,000 Tort Claim Endorsement
DEDUCTIBLE:	\$ 25,000 Per Claim	\$ 25,000 Per Claim
"WRONGFUL ACT" COVERAGE:	Yes	Yes
SUPPLEMENTAL DEFENSE COSTS:	Yes	Yes
INCLUDE MOONLIGHTING:	Yes (if authorized)	Yes (if authorized)
INCLUDE DISCRIMINATION:	Yes	Yes
INCL. VIOLATION OF CIVIL RIGHTS:	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ACTS:	Yes, Until Finding of Fact	Yes, Until Finding of Fact
INCL. ANIMAL CONTROL:	Yes	Yes
INCL. NECESSARY INTENTIONAL ACTS:	Yes	Yes
AWARDED PLAINTIFF FEES INCLUDED AS "DAMAGES":	Yes	Yes
ANNUAL PREMIUM:	\$31,588	\$24,691

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2016 to DECEMBER 31, 2017

AGENCY:

Rutter Cline Associates, Inc.

INSURER & BEST RATING:

Travelers Insurance A++:XV

Travelers Insurance A++:XV

POLICY PERIOD:

12/31/2016 - 12/31/2017 (Renewal)

12/31/2015 - 12/31/2016 (Expiring)

AUTOMOBILE

INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A++:XV
NUMBER OF POWER UNITS:	211 (+ 45 trailers)	217 (+6 Units)
LIABILITY LIMITS:	\$ 1,000,000 Combined Single Limit	\$ 1,000,000 Combined Single Limit
INCL. TORT LIABILITY ENDORSEMENT:	Yes	Yes
UNINSURED/UNDER. MOTORIST:	\$ 1,000,000 Each Occurrence	\$ 1,000,000 Each Occurrence
MEDICAL PAYMENTS:	\$ 5,000 All Vehicles	\$ 5,000 All Vehicles
SYMBOL "ONE" LIABILITY(ANY AUTO):	Yes	Yes
EMPLOYEES AS INSUREDS:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Deleted	Deleted
INCL. NECESSARY INTENTIONAL ACTS:	Yes	Yes
FLEET BASIS (ANNUAL AUDIT ONLY):	Yes - Must Report \$100,000+ Units	Yes - Must Report \$100,000+ Units
AUTO LIABILITY ANNUAL PREMIUM:	\$29,492	\$27,104

AUTO PHYSICAL DAMAGE

PER SCHEDULE:	Yes	Yes
NUMBER OF UNITS:	163	141
AUTO PHYSICAL DAMAGE DEDUCT - COMPREHENSIVE:	\$ 1,000 Per Vehicle	\$ 1,000 Per Vehicle
MAX PER OCCURRENCE:	None	None (Quoted \$25,000 in error)
COLLISION:	\$ 5,000 Per Vehicle	\$ 5,000 Per Vehicle
INCLUDES EMERGENCY EQUIPMENT ATTACHED TO VEHICLES:	Yes - If Included in Original Cost New	Yes - If Included in Original Cost New
FLEET BASIS (ANNUAL AUDIT ONLY):	Yes - Must Report \$100,000+ Units	Yes - Must Report \$100,000+ Units
PHYSICAL DAMAGE ANNUAL PREMIUM:	\$19,200	\$17,115

GARAGEKEEPER'S PHYSICAL DAMAGE

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

HIRED PHYSICAL DAMAGE

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

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2016 to DECEMBER 31, 2017

AGENCY:	Rutter Cline Associates, Inc.	
INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A++:XV
POLICY PERIOD:	12/31/2016 - 12/31/2017 (Renewal)	12/31/2015 - 12/31/2016 (Expiring)

CYBER LIABILITY		
INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A++:XV
OCCURRENCE FORMAT:	Claims Made (12/31/14 Retro Date)	Claims Made (12/31/14 Retro Date)
LIMITS:	\$1,000,000 Total Limit \$1,000,000 Each Wrongful Act \$50,000 Crisis Mgmt Service Expense \$50,000 Security Breach Notification Expense \$50,000 Extortion Expense	\$1,000,000 Total Limit \$1,000,000 Each Wrongful Act \$50,000 Crisis Mgmt Service Expense \$50,000 Security Breach Notification Expense \$50,000 Extortion Expense
WRONGFUL ACT COVERAGE:	Yes	Yes
INCL. CRISIS MGMT/NOTIFICATION:	Yes	Yes
INCL. NETWORK SECURITY:	Yes	Yes
INCL. MEDIA LIABILITY COVERAGE:	Yes	Yes
INCL. INFORMATION ASSET COVERAGE:	Not Noted	Not Noted
INCL. NETWORK INTERRUPTION COVERAGE:	Yes	Yes
INCL. COVERAGE FOR EXTORTION:	Yes	Yes
INCL. FAILURE TO PROTECT ELECTRONIC DATA CONTAINING PRIVATE OR CONFIDENTIAL INFO:	Yes	Yes
INCL. INFRINGEMENT OF COPYRIGHT TRADEMARK IN YOUR MATERIAL:	Yes	Yes
INCL. PLAGIARISM OR UNAUTHORIZED USE OF FORMATS OR CHARACTERS IN YOUR MATERIAL:	Yes	Yes
DEFENSE COST IN ADDITION TO LIMITS OF LIABILITY:	No	No
DEDUCTIBLE:	\$5,000	\$5,000
CYBER LIABILITY ANN. PREMIUM:	\$6,020	\$5,887

MISCELLANEOUS -

A) AGENT COMMISSION:	10%	10%
B) PREMIUM PAYMENT PLAN:	20% Down / 8 Installments \$9 fee per installment	20% Down / 8 Installments \$9 fee per installment
C) SUBSEQUENT RENEWALS WITHIN 60-DAYS OF EXPIRATION:	Yes - if renewal information furnished 120-days prior to renewal	Yes - if renewal information furnished 120-days prior to renewal
D) LOSS INFORMATION PROVIDED:	As needed by agent / insured	As needed by agent / insured



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: December 6, 2016
RE: Airport Advisory Board Appointments

ISSUE:

The Governing Body is asked to consider appointing four members to the Airport Advisory Board.

BACKGROUND:

The Airport Advisory Board has four openings. Darin Germann, Charlie Robinson and Ken Fry's terms expire on December 31, 2016. Charlie and Ken have served two consecutive terms. Darin has served one term. The fourth opening is due to a vacancy with the term expiring on December 31, 2017.

The City of Garden City solicited persons interested in serving on the advisory board. Ed Fischer and Tyler Deines submitted applications, which are provided in the accompanying information.

The advisory board met on November 10, 2016. Darin Germann is interested in serving on the board for a second term. Tyler Deines was present at the meeting and expressed his interest. Ed Fischer was unable to attend, but is interested in serving on the board. Ed served on the board from 2010 - 2015. Charlie Robinson is interested in serving on the board to fill the vacant position.

Per resolution 2196, Section 2. Membership Term Limits: Be it resolved that term limits are hereby established at two consecutive terms. No member of an advisory board shall serve any longer than two consecutive terms on any given board. After serving two consecutive terms on a board, a member is ineligible to apply for appointment to that board for a one-year period. However, after serving two consecutive terms on a board, members may immediately be appointed and begin service on another advisory board. Upon adoption of this resolution, term limits shall not be retroactive but will commence from the date of the resolution forward. If a member's position has been vacated because of term limits but remains unfilled due to lack of public interest, the City Commission reserves the discretion to waive term limits for the position. Under this exception, the reappointed member will need to receive another waiver from the Commission to continue service on that board.

ALTERNATIVES:

1. Appoint Darin Germann, Ed Fischer and Tyler Deines to the board with terms expiring on December 31, 2019 and waiving term limits in order to appoint Charlie Robinson to the vacant position with the term expiring December 31, 2017.
2. Appoint Darin Germann, Ed Fischer and Tyler Deines to the board with terms expiring on

December 31, 2019 and do not appoint the vacant position.

3. Governing Body recommendation.

RECOMMENDATION:

Staff and the Airport Advisory Board recommend the first alternative of appointing Darin Germann, Ed Fischer and Tyler Deines to the board with terms expiring on December 31, 2019 and waiving term limits in order to appoint Charlie Robinson to the vacant position with the term expiring December 31, 2017.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Airport Advisory Board Applications	11/22/2016	Backup Material
Airport Board Member Roster	12/2/2016	Backup Material

GARDEN CITY IS MY TOWN TOO! and I would be willing to serve on a planning or advisory board/committee.

NAME: EDMOND FISCHER HOME PHONE: 805 5129 Airport Lee Richardson Zoo

ADDRESS: 2720 N 7TH ST WORK PHONE: _____ Alcohol Fund Advisory Board Parks & Tree

OCCUPATION (if employed): R&T Building Safety Board of Appeals Planning Commission

PLACE OF EMPLOYMENT: _____ Cultural Relations Police/Citizen

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 6 mos Golf Recreation Commission

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION: _____ Environmental Issues Board Traffic Committee

OTHER APPLICABLE EXPERIENCE: TECHNICIAN/MANIT MANAGER Landmarks Commission Youth Council

Local Housing Authority Zoning Board of Appeals

RETURN THIS FORM TO: City Manager's Office - Attn: Celyn Hurtado
City Administrative Center, PO Box 499, Garden City, KS 67846-0499

GARDEN CITY IS MY TOWN TOO!
I would be willing to serve on a planning or advisory board/committee.

NAME: Tyler Deines HOME PHONE: _____

ADDRESS: 2704 Shamus St WORK PHONE: 620-260-5324

E-MAIL ADDRESS: tdeines954@gmail.com

OCCUPATION (if employed): Aerial Applicator

PLACE OF EMPLOYMENT: Ag Solutions, LLC

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? Life

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:
Do business off of the airport, would like to help however I can.

OTHER APPLICABLE EXPERIENCE: _____

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

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

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

AIRPORT BOARD MEMBERS

First	Last	Appointed	Reappointment	Expire	Special
Darin	Germann	8/21/2012	12/31/2013	12/31/2016	can renew again (filled unexpired term)
Charlie	Robinson	12/31/2010	12/31/2013	12/31/2016	can't renew - second consecutive term
Ken	Frey	12/31/2010	12/31/2013	12/31/2016	can't renew - second consecutive term
Max	Meschberger	12/31/2013	1/20/2015	12/31/2017	can renew again (filled unexpired term)
Marlo	Miller	12/31/2012	1/20/2015	12/31/2017	can renew again (filled unexpired term)
Vacant				12/31/2017	
Jette	DeSalvo	12/31/2015		12/31/2018	



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cole Wasinger, Golf Advisory Board Staff Liason
DATE: December 6, 2016
RE: Golf Advisory Board Appointments

ISSUE:

The Governing Body is asked to consider appointing two members to the Golf Advisory Board.

BACKGROUND:

The Golf Advisory Board studies all phases of the present and future operation, expansion, planning, and management of all facilities at Buffalo Dunes Golf Course and makes recommendations to the City Commission. Current Board members include Ray Navarro, Caleb Woods, Marty Heiman, Scott Ackerman and Larry Johnson. Although Mr. Ackerman's term won't expire until December of 2017 and Mr Johnson's term won't expire until December of 2018; both individuals are no longer able to fulfill their original commitment. The Board has received three applications to finish Mr. Ackerman's and Mr. Johnson's two terms. Those applications are from Steve Harkness, Jacob Waller and Shane Trentman.

All three applications are attached for your review.

ALTERNATIVES:

1. Approve two of the three applicants to fulfill Mr. Ackerman's and Mr. Johnson's terms. (Golf Advisory Board recommendation)
2. Appoint any combination of the applicants in any of the vacant positions.
3. Do not appoint any of the applicants and solicit additional applications.

RECOMMENDATION:

The Golf Advisory Board for Buffalo Dunes recommends appointing Jacob Waller to a one year term to fulfill the unexpired term left by Scott Ackerman and appointing Steve Harkness to a two year term to fulfill the unexpired term left by Larry Johnson.

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
Jacob Waller	12/1/2016	Backup Material

Steve Harkness	12/1/2016	Backup Material
Shane Trentman	12/1/2016	Backup Material
2016 Current Golf Advisory Board Roster	12/2/2016	Backup Material

GARDEN CITY IS MY TOWN TOO!

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

NAME: Jacob Waller HOME PHONE: 271 2378

ADDRESS: 1207 Belmont WORK PHONE: " "

E-MAIL ADDRESS: jwaller@gckschools.com

OCCUPATION (if employed): Teacher/coach

PLACE OF EMPLOYMENT: USD 457

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 8+ years

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

I am the highschool golf coach

OTHER APPLICABLE EXPERIENCE: Recreation sports degree and spend a lot of time at Buffalo Dunes.

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

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

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

GARDEN CITY IS MY TOWN TOO!

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

NAME: Steve Harkness HOME PHONE: 620-214-1690

ADDRESS: 704 Long Blvd Apt 4 WORK PHONE: 620-275-4128

E-MAIL ADDRESS: harkie10@hotmail.com

OCCUPATION (if employed): Commercial Loan Officer

PLACE OF EMPLOYMENT: Western State Bank

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 1.5 years

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

- Meet and help out people of the community.

OTHER APPLICABLE EXPERIENCE: _____

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

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

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

GARDEN CITY IS MY TOWN TOO!

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

RECEIVED
SEP 15 2016
BY: GH

NAME: Shane Trentman HOME PHONE: 620-290-1574
ADDRESS: 1404 Grandview DR E WORK PHONE: 620-805-7129
GC, KS 67846
E-MAIL ADDRESS: trentmans@hotmail.com

OCCUPATION (if employed): School Psychologist

PLACE OF EMPLOYMENT: USD 457 Garden City Public Schools

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 17 years

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

I am interested in advocating for residents of Garden City & ensuring a balance is maintained between promoting Buffalo Runes for National & State Journeys & as a course to be used & enjoyed by residents of Garden City & Southwest Kansas.

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING

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

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

Golf Advisory Board Members Expiration Date	Occupation	Appointed	Exp
Ray Navarro	Retired Business Owner	1/1/2016	Dec-18
Caleb Woods	Vice President at First National Bank	12/31/2013	Dec-16
Martin Heiman	F & B Director for Samys	2/13/2015	Dec-17
Scott Ackerman	Fill a 1-year term for an unexpired term from Scott Ackerman		Dec-17
Larry Johnson	Fill a 2-year term for an unexpired term from Larry Johnson		Dec-18
Vacant	Fill a new 3 year term		Dec-19
Vacant	Fill a new 3 year term		Dec-19



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: December 6, 2016
RE: Police/Citizens Advisory Board Member request to serve second term.

ISSUE:

The Governing Body is asked to consider appointing two members to the Police/Citizens Advisory Board.

BACKGROUND:

Charles Allen has served as the Senior Citizen representative on the Police/Citizens Advisory Board for nearly the last 3-years. Mr. Allen is currently serving as the Chairperson of the Board. He has brought experience in leadership and a mature perspective to each meeting he has attended during his tenure on the Police/Citizens Advisory Board.

Alicia Weber has served as the representative for our local homemakers. Alicia frequently expresses her concerns and questions as a mother of young children and a long time member of our community. Alicia has served on the Police/Citizens Advisory Board for almost 3-years, and is interested in pursuing a second term on the board.

ALTERNATIVES:

1. Accept the request of Charles Allen to serve a second term for the Senior Citizen and Alicia Weber to serve a second term for the Homemaker representatives.
2. Find alternative candidates to fill the positions.

RECOMMENDATION:

Staff recommends Alternative 1 in renewing second terms for Charles Allen and Alicia Weber.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Current PCAB roster	12/2/2016	Backup Material



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Allie Medina, Human Resources Director
DATE: December 6, 2016
RE: Re-appointment to the Cultural Relations Board

ISSUE:

The Governing Body is asked to consider appointing three members to the Cultural Relations Board.

BACKGROUND:

The Cultural Relations Board has three board positions with the term expiring December 2016. Current Cultural Relations Board members, Geovannie Gone, Marsal Naleye, and Vinh Nguyen would like to be considered for the re-appointment of the position on the Cultural Relations Board.

ALTERNATIVES:

1. Re-appoint Geovannie Gone, Marsal Naleye, and Vinh Nguyen to the positions that expire December 2016.
2. Re-appoint Geovannie Gone to the position that expires December 2016.
3. Re-appoint Marsal Naleye to the position that expires December 2016.
4. Re-appoint Vinh Nguyen to the position that expires December 2016.
5. Do not re-appoint Geovannie Gone, Marsal Naleye, and Vinh Nguyen to the positions that expire December 2016

RECOMMENDATION:

The Cultural Relations Board recommends the Governing Body choose Alternative 1 and re-appoint Geovannie Gone, Marsal Naleye, and Vinh Nguyen to the positions that expire December 2016.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Current CRB roster	12/2/2016	Backup Material

Consent Agenda

City of Garden City
Cultural Relations Board Members for 2016

Name	Employer	Expires	Apptd	Ethnicity	Reappointed	Resigned
Juarez, Stephanie	Finney County Public Library	12/31/18	5/19/15	Hispanic		
Long, Patricia		12/31/18	11/3/15	Caucasian		
Sabandith, Liz	Tatro Plumbing	12/31/17	12/20/11	Laotian	2nd Term	
Goné, Geovannie	United Healthcare Community Plan of KS	12/31/16	12/3/13	Hispanic		
Cady, Lisa	USD 457	12/31/17	12/16/14	Caucasian		
Edith Mejia-Castillo	Tyson	12/31/17	1/14/16			
Vinh Nguyen	USD 457	12/31/16	10/4/16	Vietnamese		
Marsal Naley	Tyson	12/31/16	12/6/16	Somalian	voted on by CRB only	
Amy Longa	IRC	12/31/17	8/2/16	-		



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: December 6, 2016
RE: Poky Feeders Lease Addendum

ISSUE:

The Governing Body is asked to consider and approve the Addendum to Lease Agreement between the City of Garden City and Poky Feeders, Inc., for lease of hangar space located at Garden City Regional Airport.

BACKGROUND:

Poky Feeders, Inc., lease rents a large box hangar for \$500 per month. The lease expires December 31, 2016. The City of Garden City proposed the addendum to extend the lease to August 31, 2018. The extension date correlates with another large box hangar's lease expiration. The City will entertain negotiations for future rental of both of the hangars.

The Airport Advisory Board recommended approval of the Addendum to Lease Agreement during the November 10, 2016 meeting.

ALTERNATIVES:

1. The Governing Body approval of the Addendum to Lease Agreement between the City of Garden City and Poky Feeders, Inc., for lease of hangar space located at Garden City Regional Airport.
2. The Governing Body denial of the Addendum to Lease Agreement between the City of Garden City and Poky Feeders, Inc., for lease of hangar space located at Garden City Regional Airport.
3. The Governing Body recommendation for staff.

RECOMMENDATION:

Staff and the Airport Advisory Board recommend approval of the Addendum to Lease Agreement between the City of Garden City and Poky Feeders, Inc., for lease of hangar space located at Garden City Regional Airport.

FISCAL NOTE:

The Addendum to Lease Agreement does not impact revenue or expenditures.

ATTACHMENTS:

Description	Upload Date	Type
Poky Feeders Lease Addendum	11/22/2016	Backup Material

ADDENDUM TO LEASE AGREEMENT

ADDENDUM to Lease Agreement, dated January 17, 2012, by and between:

CITY OF GARDEN CITY, KANSAS, A MUNICIPAL CORPORATION,

hereinafter referred to as Landlord, and

POKY FEEDERS, INC.,

hereinafter referred to as Tenant.

This Addendum is a part of the Lease Agreement (Agreement) identified above by date and parties covering all of the following described property, to-wit:

Hangar, approximately 3,600 sq. feet in size
Located at 1805 South Air Service Road,
Garden City, Finney County, Kansas

to the same extent as if the provisions hereof had originally been in the Agreement.

1. Paragraph 3 of the Agreement is hereby amended as follows:

3. **TERM.** The term of this Agreement shall be for a period of twenty (20) months beginning the 1st day of January, 2017 and terminating the 31st day of August, 2018.

This Addendum shall become effective the 1st day of January, 2017.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum on the dates set forth below.

Landlord

CITY OF GARDEN CITY, KANSAS

DATE

By: _____
CHRIS LAW, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

Tenant

POKY FEEDERS, INC.

DATE

By: _____
JOE MORGAN, _____



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: James R. Dummermuth, City Prosecutor
DATE: December 6, 2016
RE: Indigent Defense Agreements

ISSUE:

The Governing Body is asked to consider and approve indigent defense agreements authorizing the current court-appointed attorneys of the Garden City Municipal Court to continue their legal representation of indigent defendants.

BACKGROUND:

The Garden City Municipal Court requires two attorneys to provide legal representation to its indigent defendants. Many defendants appearing before the Garden City Municipal Court are or become financially unable to employ counsel. Indigent defendants who qualify for court-appointed counsel have a statutory and constitutional right to counsel. Mr. Stephen Cott and Mr. Robert Kennington are currently under contract with the City to provide court-appointed representation in the Garden City Municipal Court through December 31, 2016.

While performing under these contracts, Mr. Cott and Mr. Kennington have protected the constitutional and statutory rights of their clients and have guided their clients through the criminal justice system. Mr. Cott and Mr. Kennington have submitted their interest to continue this representation for the Garden City Municipal Court.

Attached are the agreements with each attorney for your review.

ALTERNATIVES:

1. Approve both of the indigent defense agreements.
2. Reject both of the indigent defense agreements.

RECOMMENDATION:

Staff recommends approving both of the indigent defense agreements.

FISCAL NOTE:

GL CODE 001-115-5537 (Legal-Court Appointed) will be used for this expense. This expense was budgeted at \$100,000 for 2016 and has been requested in the amount of \$100,000 for the 2017 budget. This is the equivalent of approximately 285 citizens utilizing the court appointed attorney service.

ATTACHMENTS:

Description	Upload Date	Type
Indigent Defense Agreement - Cott	12/1/2016	Exhibit

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of December, 2016, by and between the CITY OF GARDEN CITY, KANSAS (CITY), and STEPHEN COTT (COUNSEL).

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

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

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

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

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

2. SCOPE OF REPRESENTATION. COUNSEL shall be retained by CITY to represent indigent defendants in all proceedings before the Municipal Court, and shall include services required for trial, entry of plea, post-sentencing proceedings, and/or diversion. In addition, COUNSEL shall be retained to provide representation for indigent defendants should a matter be appealed to the District Court of Finney County or the appellate courts of the State of Kansas.

3. TERM. The term of this Agreement shall begin January 1, 2017, and end December 31, 2017. The parties shall meet to confer at least sixty (60) days prior to the end of the term to determine if the terms and conditions of this Agreement need to be modified. Notwithstanding any term specified in this paragraph, either party may terminate this Agreement by giving not less than sixty (60) days written notice to the other party. Upon termination of this Agreement, and expiration of the notice period, neither party shall have any further responsibility under this Agreement, other than the obligation of CITY to pay COUNSEL for services already rendered up to date of termination.

4. PAYMENT. CITY shall pay to COUNSEL for the legal representation to be provided by COUNSEL, the amount of Three Hundred Fifty Dollars (\$350.00) per case to which COUNSEL may be appointed by the Municipal Court, except post-sentence matters. In all post-sentence matters to which COUNSEL may be appointed, CITY shall pay to COUNSEL, the amount of Two Hundred Twenty-five Dollars (\$225.00) per case. In addition, CITY shall pay the following expenses incurred by COUNSEL: witness fees, translator fees (subject to below), expert witness fees, long distance telephone calls, and depositions. The per case fee to be paid to COUNSEL is a flat fee, regardless of hours spent by COUNSEL or the nature of resolution of a case. Should a matter be appealed to the District Court of Finney County or an appellate court of the State of Kansas, CITY shall pay to COUNSEL the sum of One Hundred Dollars (\$100.00) per hour up to a maximum fee of One Thousand Five Hundred Dollars (\$1,500.00) per case which is appealed. In addition, CITY shall reimburse COUNSEL for actual expenses involved in an appeal within the scope of expenses delineated above, with the exception that CITY shall also be responsible for travel, lodging, and brief expenses should such expenses be incurred

in conjunction with an appeal before an appellate court of the State of Kansas. Translator fees shall be paid at a rate not to exceed Twenty-five Dollars (\$25.00) per hour, with a total for each case not to exceed One Hundred Dollars (\$100.00). Any extraordinary expenses sought to be incurred by COUNSEL should be approved by the Municipal Court prior to expenditure.

In all cases, other than post-sentence matters, where COUNSEL is appointed and an indigent defendant leaves the jurisdiction of the Municipal Court or otherwise absents himself/herself from the Municipal Court or fails to appear at Court-ordered hearings for a period of three (3) months, or the indigent defendant hires private counsel, COUNSEL may file a Motion to Withdraw as counsel with the Municipal Court. Upon the granting of the Motion to Withdraw, COUNSEL shall be paid for the appointment as follows: (a) in the amount of One Hundred Fifty Dollars (\$150.00) if the withdrawal is prior to entry of plea; or (b) in the amount of Three Hundred Fifty Dollars (\$350.00) if the withdrawal is after entry of plea. In all post-sentence matters, COUNSEL shall be paid for the appointment as follows: (a) in the amount of One Hundred Dollars (\$100.00) if the withdrawal is prior to entry of admission/denial; or (b) in the amount of Two Hundred Twenty-five Dollars (\$225.00) if the withdrawal is after entry of admission/denial.

In all cases where COUNSEL is appointed and it is determined that an ethical conflict exists in continued representation of an indigent defendant by COUNSEL, COUNSEL shall be paid the amount of Fifty Dollars (\$50.00) upon withdrawal from representation.

5. METHOD OF PAYMENT. When a case is finalized by COUNSEL, either through execution of a diversion agreement, entry of a plea of guilty or trial with subsequent sentence, acquittal, or dismissal, COUNSEL shall submit a voucher to CITY for payment. Further, COUNSEL shall submit a voucher for payment on a monthly basis, for all cases completed during a month. CITY shall timely pay all vouchers submitted. CITY may require proof of expenditure for all expenses requested to be reimbursed.

6. SELECTION OF COUNSEL. The Municipal Court shall maintain a list of the names of counsel contracting with CITY to provide indigent defendant representation. The Municipal Court shall select counsel for a case on a rotating basis. Should COUNSEL have a conflict in a particular case, the Municipal Court shall pass over COUNSEL for that particular case and then assign COUNSEL to the next case. COUNSEL reserves the right to refuse appointments based upon availability of resources and the ability to meet professional responsibility obligations to other clients. CITY shall have the right to retain as many attorneys as may be necessary to meet the needs of indigent defendants appearing before the Municipal Court.

7. INDEPENDENT CONTRACTOR. COUNSEL shall be considered an independent contractor, and not an employee of CITY. COUNSEL acknowledges and agrees that he is an independent contractor, and not an employee of CITY.

8. DISCHARGE OF DUTIES. COUNSEL agrees to strictly abide by the Model and Kansas Rules of Professional Conduct. In addition, COUNSEL agrees to zealously represent the rights and interests of all indigent defendants to whom COUNSEL might be appointed to represent, and afford all indigent defendants the representation to which they are entitled by reason of the Constitutions of the United States and the State of Kansas, and federal and state statutory laws.

ATTEST:

CELYN N. HURTADO, City Clerk

COUNSEL

10-27-16

Date



STEPHEN COTT

APPROVED AS TO FORM:



RANDALL D. GRISE, City Counselor

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of December, 2016, by and between the CITY OF GARDEN CITY, KANSAS (CITY), and ROBERT J. KENNINGTON (COUNSEL).

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

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

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

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

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

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3. TERM. The term of this Agreement shall begin January 1, 2017, and end December 31, 2017. The parties shall meet to confer at least sixty (60) days prior to the end of the term to determine if the terms and conditions of this Agreement need to be modified. Notwithstanding any term specified in this paragraph, either party may terminate this Agreement by giving not less than sixty (60) days written notice to the other party. Upon termination of this Agreement, and expiration of the notice period, neither party shall have any further responsibility under this Agreement, other than the obligation of CITY to pay COUNSEL for services already rendered up to date of termination.

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in conjunction with an appeal before an appellate court of the State of Kansas. Translator fees shall be paid at a rate not to exceed Twenty-five Dollars (\$25.00) per hour, with a total for each case not to exceed One Hundred Dollars (\$100.00). Any extraordinary expenses sought to be incurred by COUNSEL should be approved by the Municipal Court prior to expenditure.

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In all cases where COUNSEL is appointed and it is determined that an ethical conflict exists in continued representation of an indigent defendant by COUNSEL, COUNSEL shall be paid the amount of Fifty Dollars (\$50.00) upon withdrawal from representation.

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8. DISCHARGE OF DUTIES. COUNSEL agrees to strictly abide by the Model and Kansas Rules of Professional Conduct. In addition, COUNSEL agrees to zealously represent the rights and interests of all indigent defendants to whom COUNSEL might be appointed to represent, and afford all indigent defendants the representation to which they are entitled by reason of the Constitutions of the United States and the State of Kansas, and federal and state statutory laws.

9. AVAILABILITY OF FUNDS. In the event sufficient funds are not appropriated by the Governing Body of CITY for payment required under the terms and conditions of this Agreement, CITY may terminate this Agreement pursuant to the notice requirements of paragraph 3 above. In addition, CITY represents, covenants, and warrants that it is a political body constituting a political subdivision existing under the laws of the State of Kansas, and thereby, CITY has been approved by the Constitution and laws of the State of Kansas to enter into this Agreement and effect all of CITY's obligations under this Agreement. CITY further acknowledges that it has been duly authorized to execute and deliver this Agreement to COUNSEL and that all necessary actions by the Governing Body of CITY have been taken. This Agreement is subject to change or termination by the legislature of the State of Kansas.

10. GENERAL COVENANTS.

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

To CITY: City Manager
P. O. Box 998
Garden City, Kansas 67846

To COUNSEL: Robert J. Kennington
1115 East Kansas Plaza, Suite C
P. O. Box 2263
Garden City, Kansas 67846

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

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

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

CITY OF GARDEN CITY, KANSAS

Date

By _____
Chris Law, Mayor

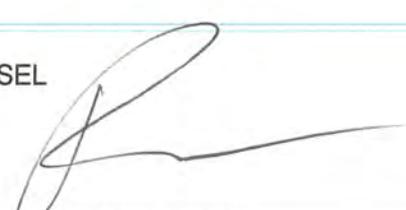
ATTEST:

CELYN N. HURTADO, City Clerk

COUNSEL

Date

11/2/16



ROBERT J. KENNINGTON

APPROVED AS TO FORM:



RANDALL D. GRISELL, City Counselor



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: December 6, 2016
RE: Amendment and Partial Release of Gas line Easements at the Transload Facility

ISSUE:

The Governing Body is asked to consider and approve two Amendment and Partial Release of Easements with WGP, KHC, LLC, related to the gas line relocation at the Transload Facility.

BACKGROUND:

At your meeting on October 18th, the Governing Body approved a Relocation Agreement with WGP, KHC, LLC, and Transportation Partners & Logistics, LLC for relocation of a gas line at the Transload Facility. That work has been completed, and the easements covering the abandoned gas line need to be released and the easement for the relocated line needs to be provided.

As there were two separate easements involved, WGP, KHC, LLC has provided amendment and release documents for both easements.

ALTERNATIVES:

1. Approve the two Amendment and Partial Release of Easements with WGP, KHC, LLC.
2. Defer action to a later date.

RECOMMENDATION:

Staff recommends approval of the two Amendment and Partial Release of Easements with WGP, KHC, LLC.

FISCAL NOTE:

There is no cost to the City for this action.

ATTACHMENTS:

Description	Upload Date	Type
Amendment & Partial Release of Easement	11/30/2016	Backup Material
Amendment & Partial Release of Easement	11/30/2016	Backup Material

AMENDMENT AND PARTIAL RELEASE OF EASEMENT

STATE OF KANSAS)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FINNEY)

WHEREAS; the SWIFT BEEF COMPANY, f.k.a., Conagra Beef Company, did grant, bargain, sell and convey unto WGP, KHC, LLC, a right-of-way and easement, hereinafter referred to as the "Easement", for a pipeline and the appurtenances thereto, across the following described property, to-wit:

Tracts in the SW/4 & NW/4 of Section Twenty-three (23), Township Twenty-four (24) South, Range Thirty-two (32) West, Finney County, Kansas.

By that certain Grant of Easement ("Agreement") dated September 21, 2011 and being recorded in Book 302 at page 747, et seq, of the Register of Deeds Records of Finney County, Kansas; and

WHEREAS; The City of Garden City, Kansas, ("Landowner") is the current owner of said lands; and

NOW THEREFORE, for and in consideration of the covenants contained herein, and per the terms of that certain Relocation Agreement between WGP, KHC, LLC, The City of Garden City, Kansas, and Garden City Industrial Park, LLC, and in accordance with and subject to the rights granted in said Agreement, all of the parties hereto agree and attest that the location of the WGP-KHC, LLC Easement and Right-of-Way shall be defined as more particularly described in the Plat of Survey attached hereto as "Exhibit B" and made a part hereof.

Said Easement as defined herein shall be exclusive unto WGP, KHC, LLC. WGP, KHC, LLC does hereby release, quit claim, and convey unto said Landowner with the intent to extinguish, all of its right, title and interest acquired by said Agreement of September 21, 2011 to all lands described in said easement being outside of the boundaries of the Easement being described in "Exhibit B" hereto and further shown by "X" marks on Exhibit "A";

EXCEPTING AND RESERVING unto WGP, KHC, LLC, its successors and assigns, all right, title and interest acquired by virtue of the aforementioned Agreement in and to that parcel or strip of land being described in "Exhibit A", (the "Reserved Tract");

AND FURTHER EXCEPTING AND RESERVING unto WGP, KHC, LLC, the right of ingress and egress and the right to use temporary work space as reasonable and practical on, over, and across the above described released tract.

Nothing herein contained shall diminish WGP, KHC, LLC's right, title, and interest, in and to the Reserved Tract of land above accepted unto WGP, KHC, LLC. All covenants contained in the said Agreement September 21, 2011 shall remain in full force in and to the Reserved Tract. It is further understood and agreed that WGP, KHC, LLC is hereby released from the covenants contained in the aforesaid Agreement as to the lands herein released from the burdens thereof. All terms and conditions of said Agreement, except as provided for herein, shall remain in full force and effect and said Agreement is hereby ratified by the parties hereto.

The covenants in this agreement shall constitute covenants running with land and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND PARTIAL RELEASE OF EASEMENT this ____ day of _____, 2016.

GRANTOR: THE CITY OF GARDEN CITY, KANSAS

Signature: _____

By: Chris Law _____

Title: Mayor _____

GRANTEE: WGP, KHC, LLC

By: Regency Gas Services LP, its sole member

By: Regency OLP GP LLC, its general partner

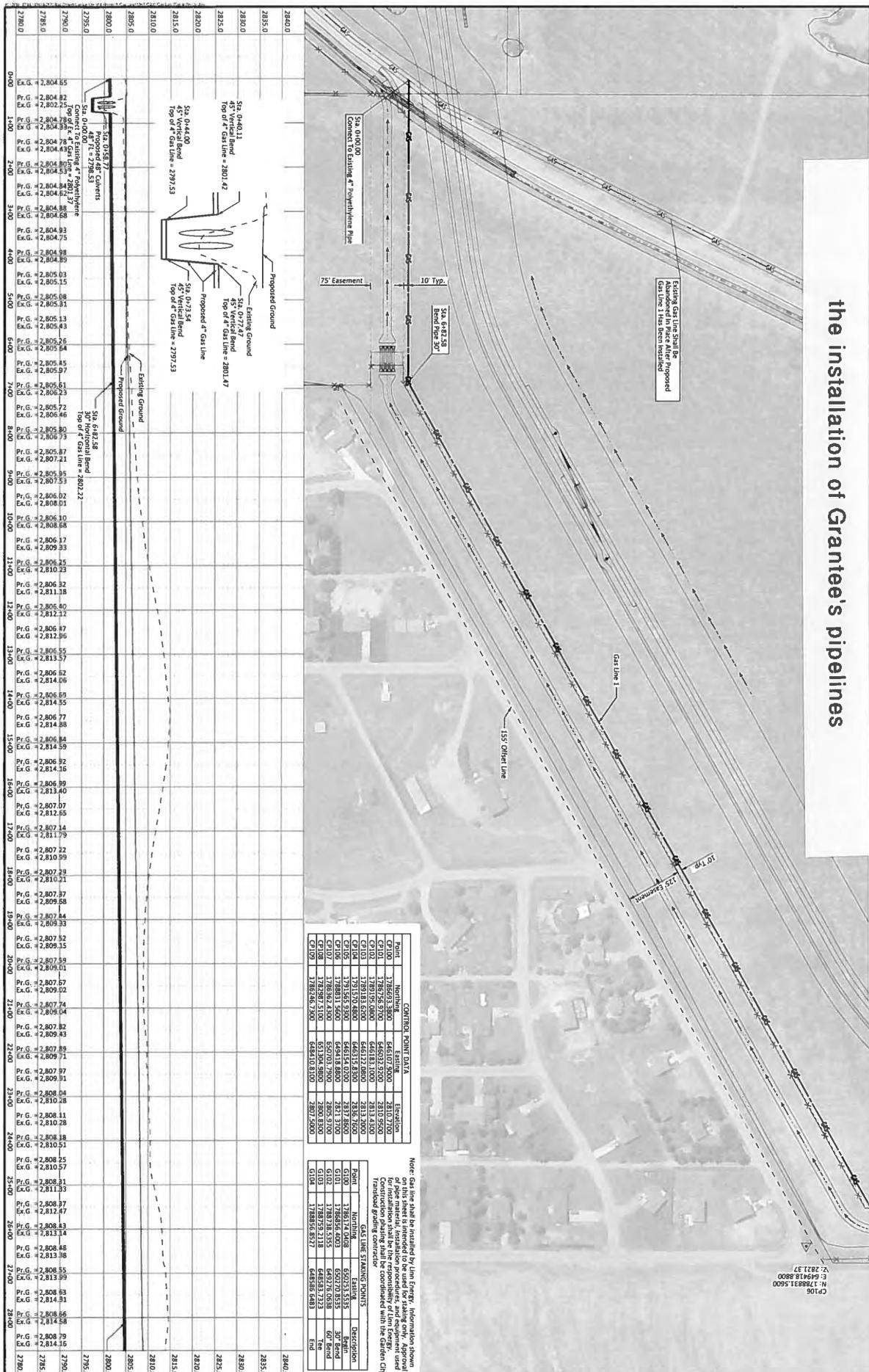
By: _____

Robert Rose

Vice President - Land and Right of Way

EXHIBIT B-PAGE 1

The exact location of the 20' Right-of-Way to be determined by the installation of Grantee's pipelines



Point	Northing	Easting	Elevation
CP106	1786593.8800	646107.5600	2810.7700
CP105	1786256.9700	646933.9700	2810.9500
CP104	1786183.0000	646113.4000	2811.3500
CP103	1791570.4800	646317.4800	2836.7500
CP102	1791555.9300	646154.0700	2837.8500
CP101	1786952.4300	650703.7800	2805.3700
CP100	1786907.5100	651300.9800	2800.3300
CP109	1786948.2900	646410.8100	2807.5000

Point	Northing	Easting	Description
G100	1786517.0000	650723.5350	Begin
G101	1786726.5350	649217.0500	60' Bend
G102	1786726.5350	649217.0500	60' Bend
G103	1786792.7118	648583.7233	Tie
G104	1786958.8277	648583.0483	End

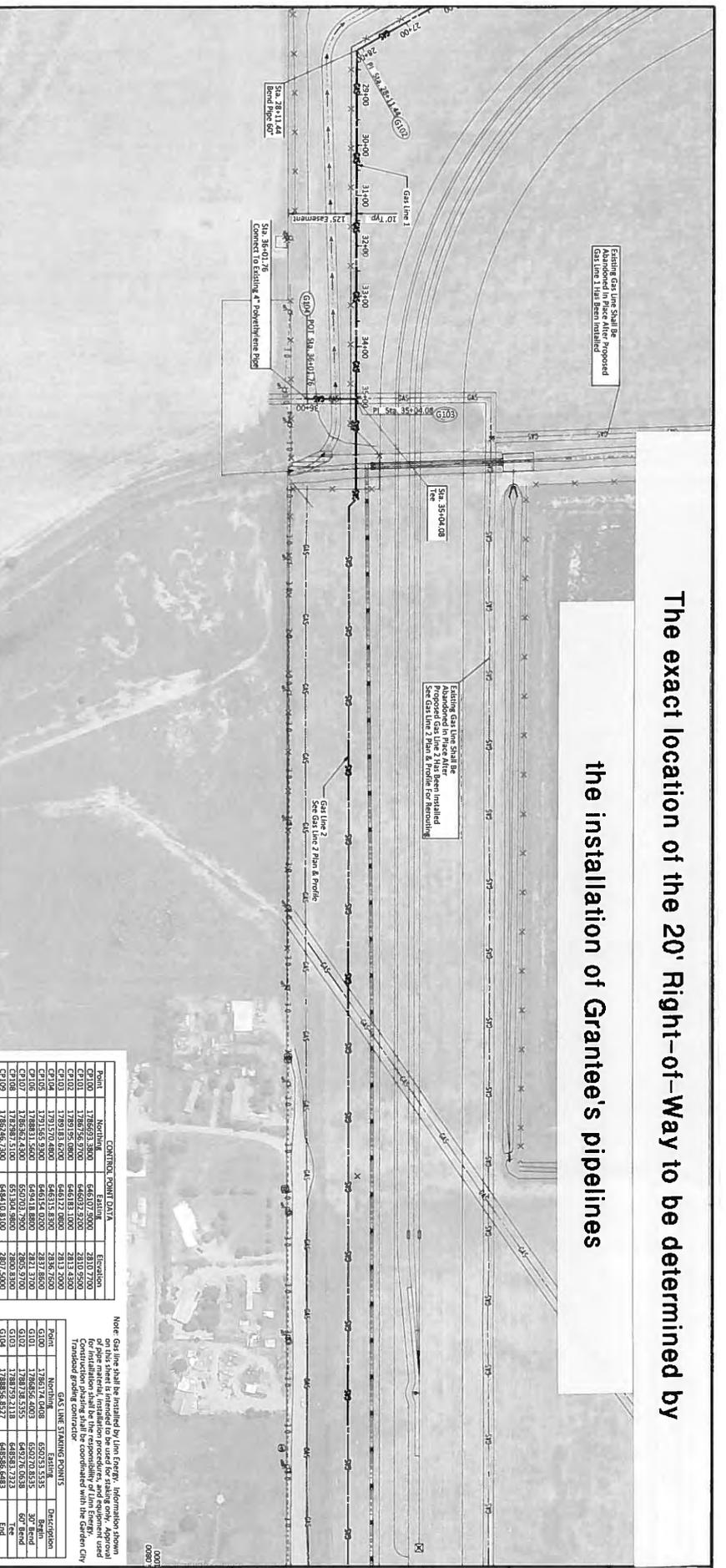
Note: Gas line shall be installed by Lion Energy. Information shown on this sheet is intended to be used for staking only. Approval for installation shall be the responsibility of Lion Energy. Construction planning shall be coordinated with the Garden City Utility Department.

Sheet No. G200 Project No. 1565	GARDEN CITY TRANSLOAD GAS LINE RELOCATION GAS LINE 1 PLAN & PROFILE GARDEN CITY, KANSAS	Client: GARDEN CITY — KANSAS —	ASM an energy consulting firm <small>2016, Project No. 1565, Rev. 001, October 4, 2016 4100 W. 15th Street, Suite 100, Garden City, KS 66503</small>	Issue	Date	By	Description
				Drawn By: KLH	Date: October 6, 2016	Checked By:	Issue No.

FOR STAKING ONLY

EXHIBIT B-PAGE 2

The exact location of the 20' Right-of-Way to be determined by the installation of Grantee's pipelines



Station	Point	Elevation	Notes
2840.0	End	2807.0000	
2835.0	Point	2810.7700	
2830.0	Point	2813.3300	
2825.0	Point	2816.0000	
2820.0	Point	2818.7500	
2815.0	Point	2821.5000	
2810.0	Point	2824.2500	
2805.0	Point	2827.0000	
2800.0	Point	2829.7500	
2795.0	Point	2832.5000	
2790.0	Point	2835.2500	

Point	Northing	Easting
CP100	1786531.3800	646107.8500
CP101	1786756.9700	646073.9700
CP102	1789195.0800	646183.1000
CP103	1791570.4600	646315.8500
CP104	1793545.9300	646454.0200
CP105	1795521.4000	646592.1900
CP106	1797496.8700	646730.3600
CP107	1799472.3400	646868.5300
CP108	1801447.8100	647006.7000
CP109	1803423.2800	647144.8700

Point	Northing	Easting	Description
G100	1786531.3800	646107.8500	40' Bend
G101	1786531.3800	646107.8500	40' Bend
G102	1786531.3800	646107.8500	40' Bend
G103	1786531.3800	646107.8500	40' Bend
G104	1786531.3800	646107.8500	40' Bend

Client: **GARDEN CITY KANSAS**

ASM
Engineering Consultants
2011 E. 17th St., Suite 100, Garden City, KS 67840
Phone: 620.241.1111 Fax: 620.241.1112

Issue: _____ Date: _____ By: _____ Description: _____

Drawn By: **KLH** Date: **October 6, 2016**

Checked By: _____ Issue No. _____

FOR STAKING ONLY

GARDEN CITY TRANSLOAD
GAS LINE 1
PLAN & PROFILE

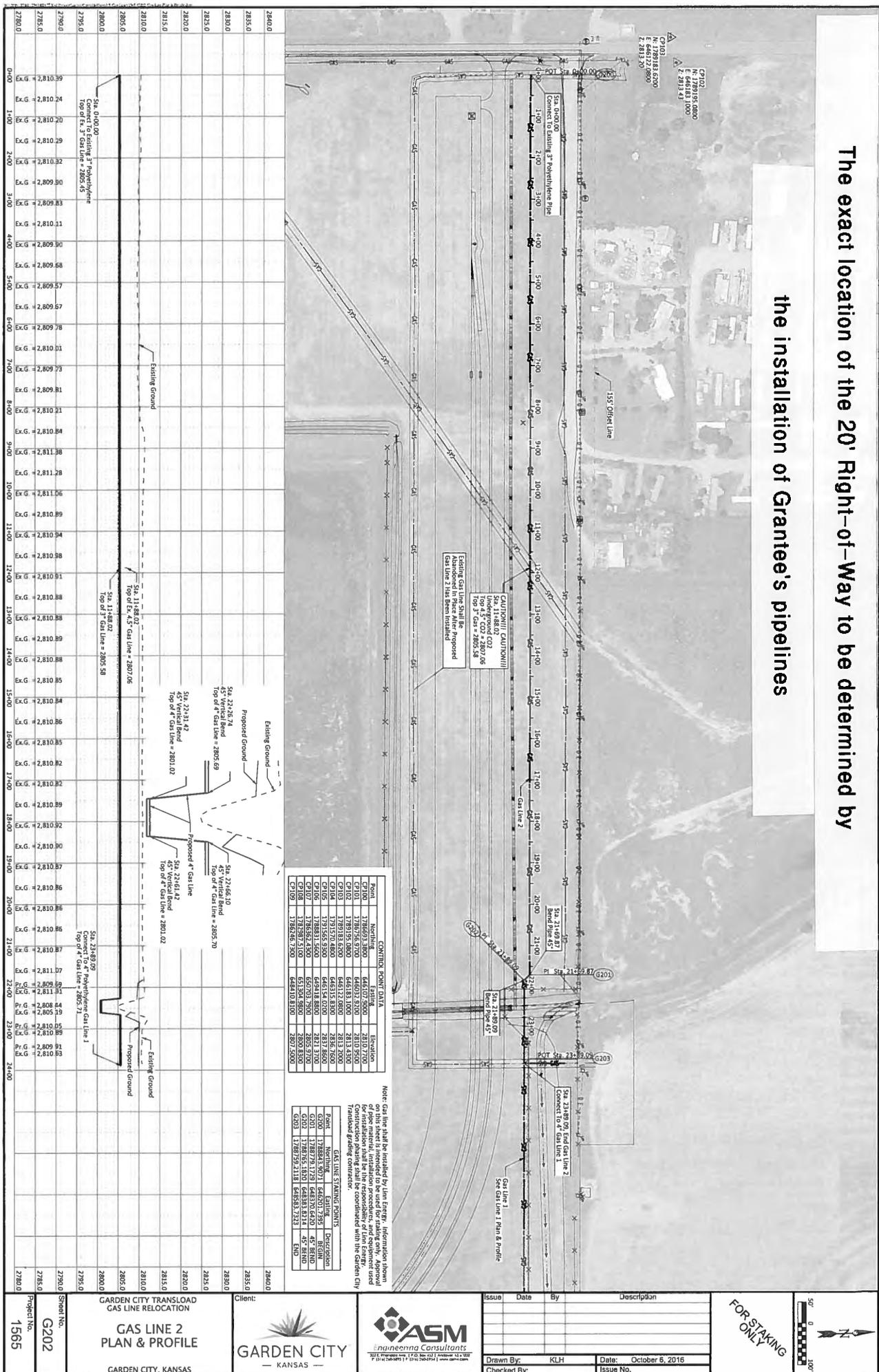
GARDEN CITY, KANSAS

Sheet No. **G201**

Project No. **1565**

EXHIBIT B-PAGE 3

The exact location of the 20' Right-of-Way to be determined by the installation of Grantee's pipelines



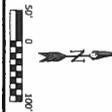
POINT	NORTHING	EASTING
CP100	17882.80	64810.700
CP101	17882.80	64810.700
CP102	17882.80	64810.700
CP103	17882.80	64810.700
CP104	17882.80	64810.700
CP105	17882.80	64810.700
CP106	17882.80	64810.700
CP107	17882.80	64810.700
CP108	17882.80	64810.700
CP109	17882.80	64810.700

POINT	NORTHING	EASTING	DESCRIPTION
G001	17882.80	64810.700	45° BEND
G002	17882.80	64810.700	45° BEND
G003	17882.80	64810.700	45° BEND
G004	17882.80	64810.700	45° BEND
G005	17882.80	64810.700	45° BEND
G006	17882.80	64810.700	45° BEND
G007	17882.80	64810.700	45° BEND
G008	17882.80	64810.700	45° BEND
G009	17882.80	64810.700	45° BEND
G010	17882.80	64810.700	45° BEND
G011	17882.80	64810.700	45° BEND
G012	17882.80	64810.700	45° BEND
G013	17882.80	64810.700	45° BEND
G014	17882.80	64810.700	45° BEND
G015	17882.80	64810.700	45° BEND
G016	17882.80	64810.700	45° BEND
G017	17882.80	64810.700	45° BEND
G018	17882.80	64810.700	45° BEND
G019	17882.80	64810.700	45° BEND
G020	17882.80	64810.700	45° BEND
G021	17882.80	64810.700	45° BEND
G022	17882.80	64810.700	45° BEND
G023	17882.80	64810.700	45° BEND
G024	17882.80	64810.700	45° BEND
G025	17882.80	64810.700	45° BEND
G026	17882.80	64810.700	45° BEND
G027	17882.80	64810.700	45° BEND
G028	17882.80	64810.700	45° BEND
G029	17882.80	64810.700	45° BEND
G030	17882.80	64810.700	45° BEND
G031	17882.80	64810.700	45° BEND
G032	17882.80	64810.700	45° BEND
G033	17882.80	64810.700	45° BEND
G034	17882.80	64810.700	45° BEND
G035	17882.80	64810.700	45° BEND
G036	17882.80	64810.700	45° BEND
G037	17882.80	64810.700	45° BEND
G038	17882.80	64810.700	45° BEND
G039	17882.80	64810.700	45° BEND
G040	17882.80	64810.700	45° BEND
G041	17882.80	64810.700	45° BEND
G042	17882.80	64810.700	45° BEND
G043	17882.80	64810.700	45° BEND
G044	17882.80	64810.700	45° BEND
G045	17882.80	64810.700	45° BEND
G046	17882.80	64810.700	45° BEND
G047	17882.80	64810.700	45° BEND
G048	17882.80	64810.700	45° BEND
G049	17882.80	64810.700	45° BEND
G050	17882.80	64810.700	45° BEND
G051	17882.80	64810.700	45° BEND
G052	17882.80	64810.700	45° BEND
G053	17882.80	64810.700	45° BEND
G054	17882.80	64810.700	45° BEND
G055	17882.80	64810.700	45° BEND
G056	17882.80	64810.700	45° BEND
G057	17882.80	64810.700	45° BEND
G058	17882.80	64810.700	45° BEND
G059	17882.80	64810.700	45° BEND
G060	17882.80	64810.700	45° BEND
G061	17882.80	64810.700	45° BEND
G062	17882.80	64810.700	45° BEND
G063	17882.80	64810.700	45° BEND
G064	17882.80	64810.700	45° BEND
G065	17882.80	64810.700	45° BEND
G066	17882.80	64810.700	45° BEND
G067	17882.80	64810.700	45° BEND
G068	17882.80	64810.700	45° BEND
G069	17882.80	64810.700	45° BEND
G070	17882.80	64810.700	45° BEND
G071	17882.80	64810.700	45° BEND
G072	17882.80	64810.700	45° BEND
G073	17882.80	64810.700	45° BEND
G074	17882.80	64810.700	45° BEND
G075	17882.80	64810.700	45° BEND
G076	17882.80	64810.700	45° BEND
G077	17882.80	64810.700	45° BEND
G078	17882.80	64810.700	45° BEND
G079	17882.80	64810.700	45° BEND
G080	17882.80	64810.700	45° BEND
G081	17882.80	64810.700	45° BEND
G082	17882.80	64810.700	45° BEND
G083	17882.80	64810.700	45° BEND
G084	17882.80	64810.700	45° BEND
G085	17882.80	64810.700	45° BEND
G086	17882.80	64810.700	45° BEND
G087	17882.80	64810.700	45° BEND
G088	17882.80	64810.700	45° BEND
G089	17882.80	64810.700	45° BEND
G090	17882.80	64810.700	45° BEND
G091	17882.80	64810.700	45° BEND
G092	17882.80	64810.700	45° BEND
G093	17882.80	64810.700	45° BEND
G094	17882.80	64810.700	45° BEND
G095	17882.80	64810.700	45° BEND
G096	17882.80	64810.700	45° BEND
G097	17882.80	64810.700	45° BEND
G098	17882.80	64810.700	45° BEND
G099	17882.80	64810.700	45° BEND
G100	17882.80	64810.700	45° BEND

Note: Gas line shall be installed by Line Energy. Information shown on this sheet is intended to be used for staking only. Approval of pipe material, installation procedure, and equipment used for construction shall be coordinated with the Garden City Transload grading contractor.

SHEET NO. G202	PROJECT NO. 1565	CLIENT: 		Issue	Date	By	Description
				Drawn By: KLH Checked By:	Date: October 6, 2016 Issue No.		
GARDEN CITY TRANSLOAD GAS LINE RELOCATION GAS LINE 2 PLAN & PROFILE GARDEN CITY, KANSAS							

FOR STAKING ONLY



Nothing herein contained shall diminish WGP, KHC, LLC's right, title, and interest, in and to the Reserved Tract of land above accepted unto WGP, KHC, LLC. All covenants contained in the said Agreement of March 26th, 2012 shall remain in full force in and to the Reserved Tract. It is further understood and agreed that WGP, KHC, LLC is hereby released from the covenants contained in the aforesaid Agreement as to the lands herein released from the burdens thereof. All terms and conditions of said Agreement, except as provided for herein, shall remain in full force and effect and said Agreement is hereby ratified by the parties hereto.

The covenants in this agreement shall constitute covenants running with land and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND PARTIAL RELEASE OF EASEMENT this ____ day of _____, 2016.

GRANTOR: THE CITY OF GARDEN CITY, KANSAS

Signature: _____

By: Chris Law _____

Title: Mayor _____

GRANTEE: WGP, KHC, LLC

By: Regency Gas Services LP, its sole member

By: Regency OLP GP LLC, its general partner

By: _____

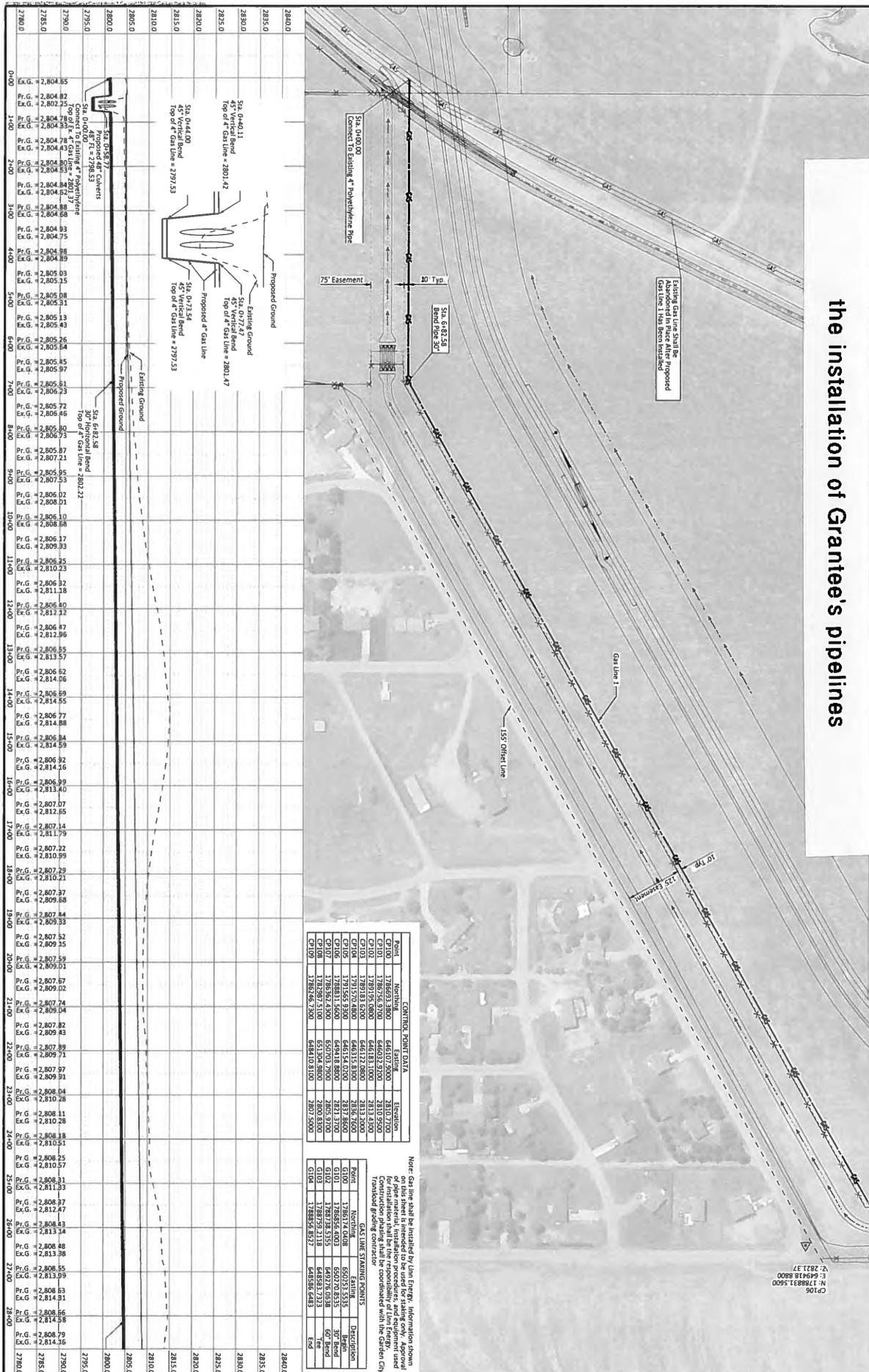
Robert Rose

Vice President - Land and Right of Way

EXHIBIT B-PAGE 1

The exact location of the 20' Right-of-Way to be determined by

the installation of Grantee's pipelines



Point	Station	Control Point Data	Elevation
CP100	178659.3800	64610.2000	2810.7700
CP101	178675.6700	64610.2000	2810.9500
CP102	178691.9600	64611.1000	2813.4300
CP103	178708.2500	64611.1000	2813.4300
CP104	178724.5400	64611.1000	2813.4300
CP105	178740.8300	64611.1000	2813.4300
CP106	178757.1200	64611.1000	2813.4300
CP107	178773.4100	64611.1000	2813.4300
CP108	178789.7000	64611.1000	2813.4300
CP109	178806.0000	64611.1000	2813.4300

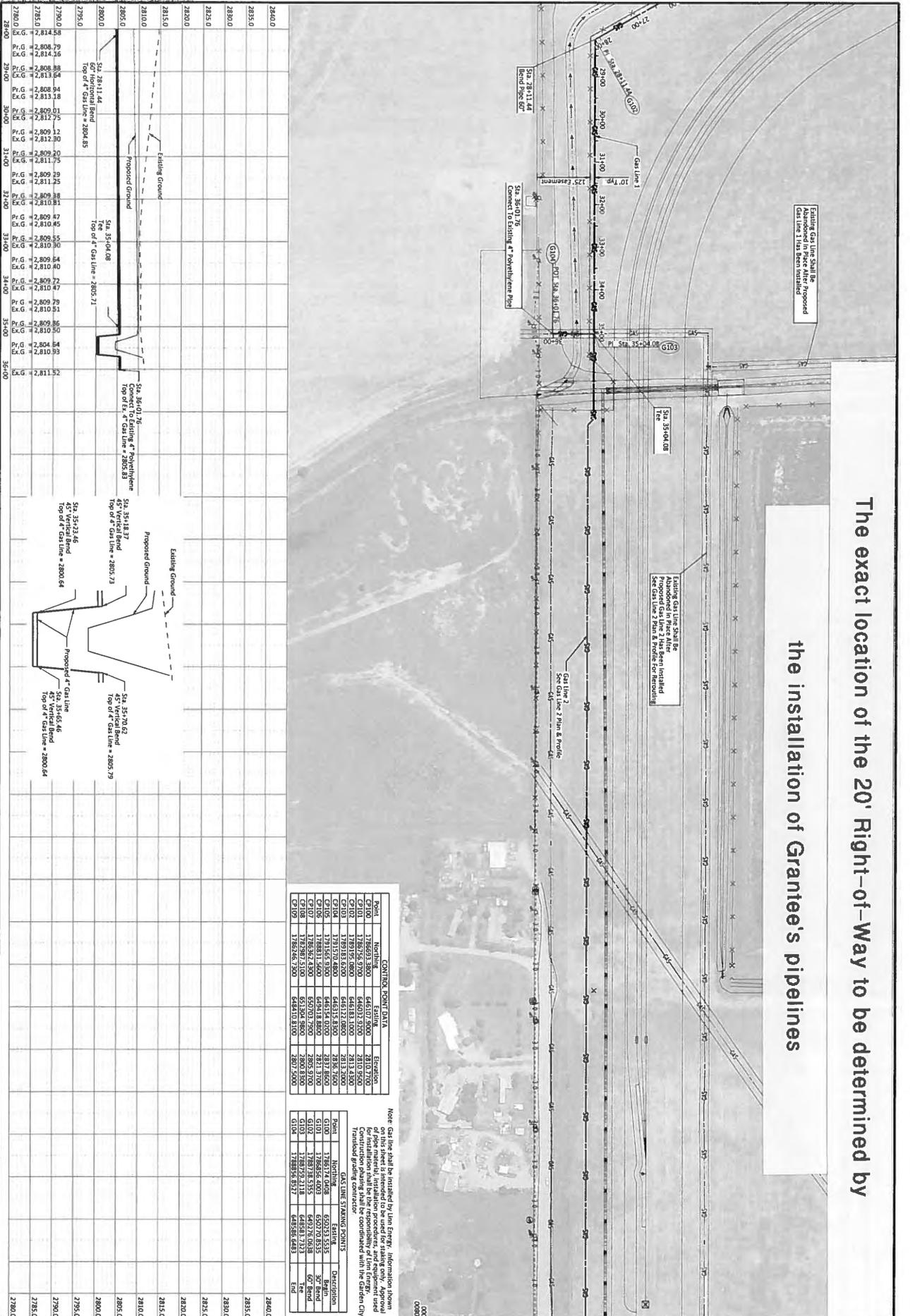
Point	Station	Control Point Data	Elevation
CP110	178822.2900	64611.1000	2813.4300
CP111	178838.5800	64611.1000	2813.4300
CP112	178854.8700	64611.1000	2813.4300
CP113	178871.1600	64611.1000	2813.4300
CP114	178887.4500	64611.1000	2813.4300
CP115	178903.7400	64611.1000	2813.4300
CP116	178920.0300	64611.1000	2813.4300
CP117	178936.3200	64611.1000	2813.4300
CP118	178952.6100	64611.1000	2813.4300
CP119	178968.9000	64611.1000	2813.4300
CP120	178985.1900	64611.1000	2813.4300

Note: Gas line shall be installed by Lin Energy. Information shown on this sheet is intended to be used for staking only. Approval for installation shall be the responsibility of Lin Energy. Construction staking shall be coordinated with the Garden City (785) 833-3333.

Project No. 1565	Sheet No. G200	GARDEN CITY TRANSLOAD GAS LINE 1 PLAN & PROFILE GARDEN CITY, KANSAS	Client: 		Issue: _____ Date: _____ By: _____ Description: _____
					Drawn By: KLH Date: October 6, 2016
FOR STAKING ONLY					Issue No. _____

EXHIBIT B-PAGE 2

The exact location of the 20' Right-of-Way to be determined by the installation of Grantee's pipelines



Point	Northing	Easting
CP100	178693.9300	64613.0000
CP101	178693.9300	64613.0000
CP102	178693.9300	64613.0000
CP103	178693.9300	64613.0000
CP104	1791570.4000	64613.0000
CP105	1791568.9300	64613.0000
CP106	1789817.5000	64613.0000
CP107	1789817.5000	64613.0000
CP108	1789817.5000	64613.0000
CP109	1786246.7300	64613.0000

Note: Gas line shall be installed by Lion Energy. Information shown on this sheet is intended to be used for staking only. Approval for construction shall be coordinated with the Garden City Transload Service Center.

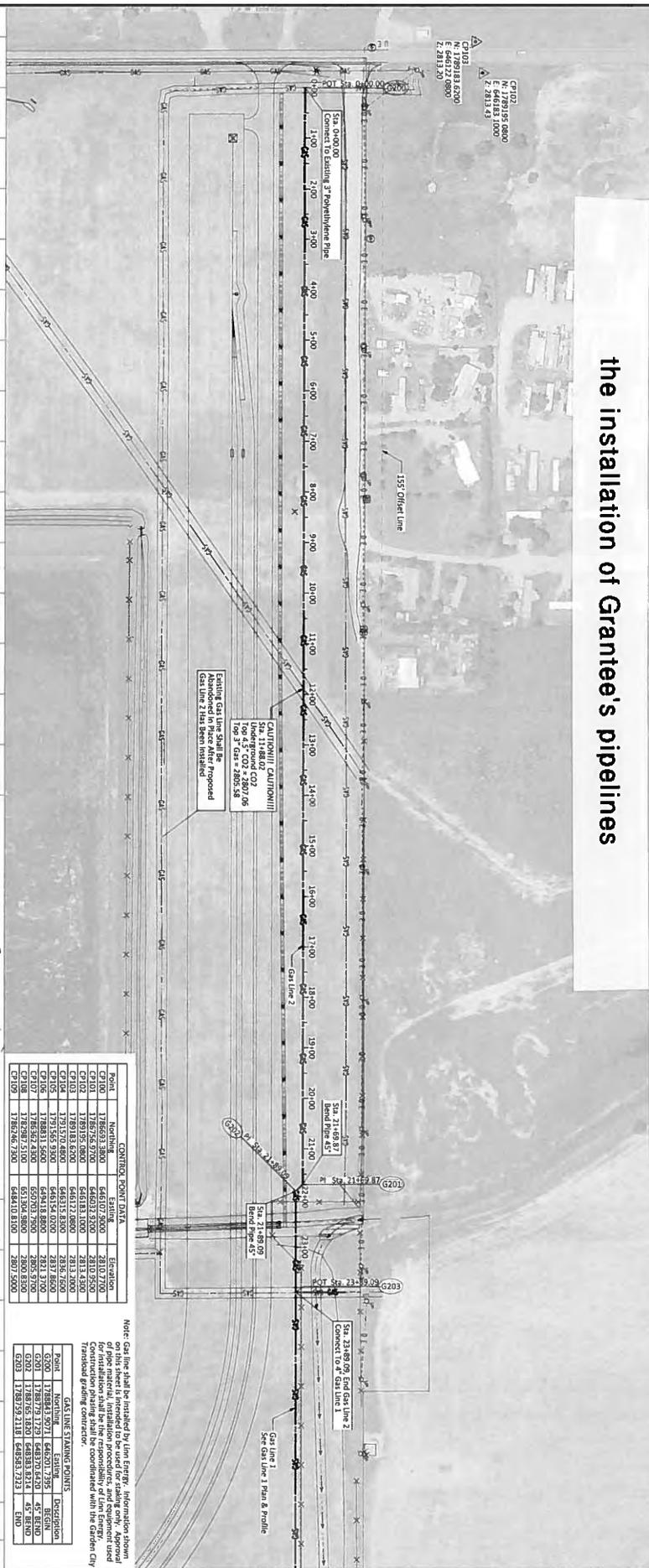
Point	Northing	Easting	Description
G100	178693.9300	64613.0000	60\"/>
G101	178693.9300	64613.0000	60\"/>
G102	178693.9300	64613.0000	60\"/>
G103	178693.9300	64613.0000	60\"/>
G104	178693.9300	64613.0000	60\"/>

GARDEN CITY TRANSLOAD GAS LINE RELOCATION GAS LINE 1 PLAN & PROFILE GARDEN CITY, KANSAS	Client:	 ASM Engineering Consultants	Issue	Date	By	Description
			Drawn By: KLH Checked By:	Date: October 6, 2016 Issue No.		
Sheet No.: G201 Project No.: 1565	FOR STAKING ONLY					

EXHIBIT B-PAGE 3

The exact location of the 20' Right-of-Way to be determined by

the installation of Grantee's pipelines



Station	Elevation	Notes
2840.0		
2835.0		
2830.0		
2825.0		
2820.0		
2815.0		
2810.0		
2805.0		
2800.0		
2795.0		
2790.0		
2785.0		
2780.0		

Station	Elevation	Notes
0+00	2810.39	Ex.G. - 2810.39
1+00	2810.24	Ex.G. - 2810.24
2+00	2810.20	Ex.G. - 2810.20
3+00	2810.29	Ex.G. - 2810.29
4+00	2809.90	Ex.G. - 2809.90
5+00	2809.93	Ex.G. - 2809.93
6+00	2810.11	Ex.G. - 2810.11
7+00	2809.90	Ex.G. - 2809.90
8+00	2809.58	Ex.G. - 2809.58
9+00	2809.57	Ex.G. - 2809.57
10+00	2810.01	Ex.G. - 2810.01
11+00	2809.73	Ex.G. - 2809.73
12+00	2809.81	Ex.G. - 2809.81
13+00	2810.21	Ex.G. - 2810.21
14+00	2810.84	Ex.G. - 2810.84
15+00	2811.38	Ex.G. - 2811.38
16+00	2811.28	Ex.G. - 2811.28
17+00	2811.06	Ex.G. - 2811.06
18+00	2810.89	Ex.G. - 2810.89
19+00	2810.94	Ex.G. - 2810.94
20+00	2810.98	Ex.G. - 2810.98
21+00	2810.91	Ex.G. - 2810.91
22+00	2810.88	Ex.G. - 2810.88
23+00	2810.88	Ex.G. - 2810.88
24+00	2810.89	Ex.G. - 2810.89
25+00	2810.85	Ex.G. - 2810.85
26+00	2810.84	Ex.G. - 2810.84
27+00	2810.85	Ex.G. - 2810.85
28+00	2810.82	Ex.G. - 2810.82
29+00	2810.89	Ex.G. - 2810.89
30+00	2810.90	Ex.G. - 2810.90
31+00	2810.97	Ex.G. - 2810.97
32+00	2810.96	Ex.G. - 2810.96
33+00	2810.96	Ex.G. - 2810.96
34+00	2810.86	Ex.G. - 2810.86
35+00	2810.87	Ex.G. - 2810.87
36+00	2811.07	Ex.G. - 2811.07
37+00	2809.88	Ex.G. - 2809.88
38+00	2811.51	Ex.G. - 2811.51
39+00	2808.44	Ex.G. - 2808.44
40+00	2805.19	Ex.G. - 2805.19
41+00	2810.05	Ex.G. - 2810.05
42+00	2810.18	Ex.G. - 2810.18
43+00	2809.91	Ex.G. - 2809.91
44+00	2810.63	Ex.G. - 2810.63
45+00	2810.63	Ex.G. - 2810.63
46+00	2810.63	Ex.G. - 2810.63
47+00	2810.63	Ex.G. - 2810.63
48+00	2810.63	Ex.G. - 2810.63
49+00	2810.63	Ex.G. - 2810.63
50+00	2810.63	Ex.G. - 2810.63
51+00	2810.63	Ex.G. - 2810.63
52+00	2810.63	Ex.G. - 2810.63
53+00	2810.63	Ex.G. - 2810.63
54+00	2810.63	Ex.G. - 2810.63
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56+00	2810.63	Ex.G. - 2810.63
57+00	2810.63	Ex.G. - 2810.63
58+00	2810.63	Ex.G. - 2810.63
59+00	2810.63	Ex.G. - 2810.63
60+00	2810.63	Ex.G. - 2810.63
61+00	2810.63	Ex.G. - 2810.63
62+00	2810.63	Ex.G. - 2810.63
63+00	2810.63	Ex.G. - 2810.63
64+00	2810.63	Ex.G. - 2810.63
65+00	2810.63	Ex.G. - 2810.63
66+00	2810.63	Ex.G. - 2810.63
67+00	2810.63	Ex.G. - 2810.63
68+00	2810.63	Ex.G. - 2810.63
69+00	2810.63	Ex.G. - 2810.63
70+00	2810.63	Ex.G. - 2810.63
71+00	2810.63	Ex.G. - 2810.63
72+00	2810.63	Ex.G. - 2810.63
73+00	2810.63	Ex.G. - 2810.63
74+00	2810.63	Ex.G. - 2810.63
75+00	2810.63	Ex.G. - 2810.63
76+00	2810.63	Ex.G. - 2810.63
77+00	2810.63	Ex.G. - 2810.63
78+00	2810.63	Ex.G. - 2810.63
79+00	2810.63	Ex.G. - 2810.63
80+00	2810.63	Ex.G. - 2810.63
81+00	2810.63	Ex.G. - 2810.63
82+00	2810.63	Ex.G. - 2810.63
83+00	2810.63	Ex.G. - 2810.63
84+00	2810.63	Ex.G. - 2810.63
85+00	2810.63	Ex.G. - 2810.63
86+00	2810.63	Ex.G. - 2810.63
87+00	2810.63	Ex.G. - 2810.63
88+00	2810.63	Ex.G. - 2810.63
89+00	2810.63	Ex.G. - 2810.63
90+00	2810.63	Ex.G. - 2810.63
91+00	2810.63	Ex.G. - 2810.63
92+00	2810.63	Ex.G. - 2810.63
93+00	2810.63	Ex.G. - 2810.63
94+00	2810.63	Ex.G. - 2810.63
95+00	2810.63	Ex.G. - 2810.63
96+00	2810.63	Ex.G. - 2810.63
97+00	2810.63	Ex.G. - 2810.63
98+00	2810.63	Ex.G. - 2810.63
99+00	2810.63	Ex.G. - 2810.63
100+00	2810.63	Ex.G. - 2810.63

Station	Northing	Easting	Elevation
CP101	1789158.800	646613.300	2810.950
CP102	1789158.800	2813.430	
CP103	1789158.800	2813.200	
CP104	1789158.800	2813.200	
CP105	1791563.930	2817.860	
CP106	1789831.560	648418.800	2817.370
CP107	1789831.560	2800.630	
CP108	1789831.560	2800.630	
CP109	1789831.560	2807.500	

Station	Northing	Easting	Elevation
G201	1789779.129	648370.629	45' BEND
G202	1789779.129	648370.629	45' BEND
G203	1789779.129	648370.629	45' BEND
G204	1789779.129	648370.629	45' BEND
G205	1789779.129	648370.629	45' BEND
G206	1789779.129	648370.629	45' BEND
G207	1789779.129	648370.629	45' BEND
G208	1789779.129	648370.629	45' BEND
G209	1789779.129	648370.629	45' BEND
G210	1789779.129	648370.629	45' BEND
G211	1789779.129	648370.629	45' BEND
G212	1789779.129	648370.629	45' BEND
G213	1789779.129	648370.629	45' BEND
G214	1789779.129	648370.629	45' BEND
G215	1789779.129	648370.629	45' BEND
G216	1789779.129	648370.629	45' BEND
G217	1789779.129	648370.629	45' BEND
G218	1789779.129	648370.629	45' BEND
G219	1789779.129	648370.629	45' BEND
G220	1789779.129	648370.629	45' BEND
G221	1789779.129	648370.629	45' BEND
G222	1789779.129	648370.629	45' BEND
G223	1789779.129	648370.629	45' BEND
G224	1789779.129	648370.629	45' BEND
G225	1789779.129	648370.629	45' BEND
G226	1789779.129	648370.629	45' BEND
G227	1789779.129	648370.629	45' BEND
G228	1789779.129	648370.629	45' BEND
G229	1789779.129	648370.629	45' BEND
G230	1789779.129	648370.629	45' BEND
G231	1789779.129	648370.629	45' BEND
G232	1789779.129	648370.629	45' BEND
G233	1789779.129	648370.629	45' BEND
G234	1789779.129	648370.629	45' BEND
G235	1789779.129	648370.629	45' BEND
G236	1789779.129	648370.629	45' BEND
G237	1789779.129	648370.629	45' BEND
G238	1789779.129	648370.629	45' BEND
G239	1789779.129	648370.629	45' BEND
G240	1789779.129	648370.629	45' BEND
G241	1789779.129	648370.629	45' BEND
G242	1789779.129	648370.629	45' BEND
G243	1789779.129	648370.629	45' BEND
G244	1789779.129	648370.629	45' BEND
G245	1789779.129	648370.629	45' BEND
G246	1789779.129	648370.629	45' BEND
G247	1789779.129	648370.629	45' BEND
G248	1789779.129	648370.629	45' BEND
G249	1789779.129	648370.629	45' BEND
G250	1789779.129	648370.629	45' BEND

Note: Gas line shall be installed by Line Grader. Information shown on this sheet is intended to be used for planning only. Approval of pipe materials, installation procedures, and equipment used shall be the responsibility of the contractor. Construction planning shall be coordinated with the Garden City Transload Grading Contractor.

GARDEN CITY TRANSLOAD GAS LINE 2 PLAN & PROFILE GARDEN CITY, KANSAS	Client: 		Issue: _____ Date: _____ By: _____ Description: _____
			Drawn By: KLH Date: October 6, 2016 Checked By: _____ Issue No. _____
Sheet No. G202 Project No. 1565			



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: December 6, 2016
RE: 2017 Pecos League Facility Use Agreement

ISSUE:

The Governing Body is asked to consider and approve a Facility Use Agreement between the City of Garden City and Pecos League for Professional Baseball Clubs, LLC for the use of Clint Lightner Stadium.

BACKGROUND:

2017 is scheduled to be the third year for the Garden City Wind professional baseball team, operated by the league owner Pecos League of Professional Baseball Clubs, LLC (Pecos League). The team uses Clint Lightner Stadium in Finnup Park.

The proposed Facility Use Agreement is similar to last year's agreement, although it provides for a measure of compensation to the City (which operates the concessions) in recognition of the discounts offered for certain cereal malt beverages on Thursday nights as a Pecos League promotion.

The new agreement more clearly spells out areas that are appropriate for in-season, in-ballpark sponsorship signage. The new agreement also provides for annual renewal if neither party wishes to terminate or change the agreement.

ALTERNATIVES:

1. Approve the proposed Facility Use agreement between the City of Garden City and Pecos League for Professional Baseball Clubs, LLC.
2. Deny the Facility Use agreement between the City of Garden City and Pecos League for Professional Baseball Clubs, LLC.
3. Modify and approve a Facility Use agreement between the City of Garden City and Pecos League for Professional Baseball Clubs, LLC.

RECOMMENDATION:

Staff recommends the Governing Body Approve the proposed Facility Use agreement between the City of Garden City and Pecos League for Professional Baseball Clubs, LLC.

FISCAL NOTE:

The City receives a lump sum payment of \$1,200.00 per the agreement which has previously been provided to the Garden City Recreation Commission in lieu of foregone facility rental. The City operates the concessions using Buffalo Dunes Golf Course personnel and concessions expertise. The City realized a small net profit, after accounting for labor, in the Buffalo Dunes Clubhouse

budget as a result.

ATTACHMENTS:

Description	Upload Date	Type
2017 Pecos League Facility Use Agreement	11/30/2016	Backup Material

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (Agreement), made and entered into this 6th day of December, 2016, by and between CITY OF GARDEN CITY, KANSAS (CITY), GARDEN CITY RECREATION COMMISSION (GCRC), and PECOS LEAGUE OF PROFESSIONAL BASEBALL CLUBS LLC (PECOS LEAGUE).

RECITALS

WHEREAS, CITY owns Clint Lightner Field (Clint Lightner Field), a baseball facility, located in Fynnup Park, Garden City, Kansas; and

WHEREAS, GCRC programs use Clint Lightner Field and GCRC schedules use of Clint Lightner Field; and

WHEREAS, the Garden City Wind, a PECOS LEAGUE professional baseball team intends to play in Garden City, Kansas, for the 2017 baseball season; and

WHEREAS, PECOS LEAGUE desires to use Clint Lightner Field for the 2017 baseball season.

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

1. PREMISES. CITY does hereby grant use of Clint Lightner Field (Premises), as described in Exhibit A, attached hereto and incorporated herein, to PECOS LEAGUE to use in conformity with this Agreement. The Premises shall include the baseball field, grandstands, parking lot, concession area, and restroom facilities.

2. TERM. The term of this Agreement shall be for a period of one (1) year, from the 1st day of January, 2017, to the 31st day of December, 2017. This Agreement shall automatically renew for additional one (1) year terms, unless either CITY or PECOS LEAGUE gives the other party not less than ninety (90) days written notice of its intent to terminate the Agreement at the end of the then current term. Either CITY or PECOS LEAGUE may give the other party not less than ninety (90) days written notice of intent to renegotiate, amend or modify any term of this Agreement. If the parties are unable to reach an agreement on the term or terms to be renegotiated, amended or modified, this Agreement shall terminate at the end of the then current term..

3. FACILITY USE CHARGE. PECOS LEAGUE shall pay to GCRC, the sum of One Thousand Two Hundred Dollars (\$1,200), on or before May 1, 2017, for use of the Premises. The payment shall be made to GCRC at the address indicated in paragraph 26 of this Agreement.

4. SCHEDULING USE OF THE PREMISES. GCRC, through the GCRC Superintendent, shall have authority and control to schedule use of the Premises. GCRC programs and the Unified School District No. 457 (USD 457) boys' baseball team use the Premises during the spring and summer of the year. GCRC and USD 457 shall have priority over PECOS LEAGUE for use of the Premises, if rescheduling is necessary due to weather. Rescheduling shall not result in the cancellation of a scheduled PECOS LEAGUE game. PECOS LEAGUE shall meet with the GCRC Superintendent to develop a schedule for use of the Premises.

PECOS LEAGUE acknowledges GCRC may have certain "blackout dates" where the Premises will not normally be available for PECOS LEAGUE use at any time. PECOS LEAGUE and GCRC agree to work to attempt to accommodate PECOS LEAGUE use of the Premises on designated "blackout dates", if deemed to be in the best interest of GCRC.

The Parties acknowledge that the PECOS LEAGUE schedule shall begin one (1) week earlier than in previous years for spring training and regular games.

5. MAINTENANCE. GCRC shall be responsible for maintenance of the grandstand, concession areas, and restroom facilities of the Premises. In preparation for, and in conjunction with, the days PECOS LEAGUE uses the baseball field for practice or league games, PECOS LEAGUE shall coordinate with the GCRC Superintendent the following maintenance, care, and upkeep of the baseball field:

- a) Support and assist with the irrigation and fertilization of all grassed areas;
- b) Proper cutting and grooming of all grassed and other vegetated areas;
- c) Care and maintenance of Astroturf and warning track areas;
- d) Collection and disposal of all waste and debris from within the Premises;
- e) The provision of all materials, equipment, and supplies necessary for the practice and play of baseball; and
- f) Compliance with the GCRC Daily Field Upkeep Schedule as set forth in Exhibit B, attached hereto and incorporated herein.

PECOS LEAGUE shall be responsible for cleanup of the Premises after every use, so that the Premises are in a condition that can be used by another program. PECOS LEAGUE shall provide all labor, equipment, and materials necessary to maintain the baseball field, as directed by the GCRC Superintendent. All maintenance and upkeep work shall be done with a level of care and expertise that satisfies the standards established by the GCRC Superintendent.

6. WATER. CITY and/or GCRC shall provide all water necessary for irrigation of areas in the Premises. PECOS LEAGUE shall not be responsible for the cost of water used. (The parties acknowledge that appropriation of the cost of water use is anticipated to occur at the Premises in the future, and any extension term of this Agreement will include payment of water costs by PECOS LEAGUE.)

7. INSURANCE. CITY and/or GCRC shall provide property and casualty insurance coverage for the Premises. PECOS LEAGUE shall carry commercial general liability insurance covering injury or death to persons, as well as property damage or loss with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate for its use of the Premises. PECOS LEAGUE shall name the CITY and GCRC as additional insureds under any commercial general liability insurance policy, and PECOS LEAGUE shall provide proof of coverage to CITY and GCRC.

8. INDEMNIFICATION. PECOS LEAGUE shall at all times indemnify, defend and hold CITY and GCRC harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property in or about the Premises resulting from any act done or omission by or through PECOS LEAGUE, its agents, employees, invitees, or PECOS LEAGUE players, in or at the Premises by reason of PECOS LEAGUE's use or occupancy or resulting from PECOS LEAGUE's possession of the Premises. PECOS LEAGUE shall not engage in any act or omission which

might abrogate any recreational use immunity which might be available to CITY and/or GCRC. PECOS LEAGUE shall indemnify CITY and GCRC, and be responsible for any and all attorney fees and costs required to be expended by CITY and/or GCRC to enforce this Agreement or defend against any claim for injury or death to persons, or damage to or loss of property.

9. WORKERS' COMPENSATION INSURANCE. PECOS LEAGUE shall maintain workers' compensation insurance for its employees and agents as required by Kansas law. PECOS LEAGUE acknowledges and agrees that it, its agents or employees are not employees of CITY and/or GCRC.

10. ASSIGNMENT AND SUBLETTING. PECOS LEAGUE shall not assign, transfer or encumber this Agreement and shall not sublease the Premises or any part thereof or allow any other person or entity to be in possession. Notwithstanding any permitted assignment or subletting, PECOS LEAGUE shall at all times remain directly, primarily and fully responsible and liable for compliance with all of its obligations under the terms and provisions of this Agreement.

11. LEGAL REQUIREMENTS. PECOS LEAGUE shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises, including but not limited to, laws regulating sale, possession and consumption of alcoholic liquors and cereal malt beverages.

12. WAIVER OF SUBROGATION. As part of the consideration for this Agreement, PECOS LEAGUE hereby releases CITY and GCRC from all liability for damage due to any act or neglect of PECOS LEAGUE occasioned to property owned by PECOS LEAGUE which is or might be incident to or the result of a fire or other casualty against loss for which PECOS LEAGUE is now carrying or hereafter may carry insurance; provided, however, that the release herein contained shall not apply to any loss or damage occasioned by intentional acts of CITY and/or GCRC, and PECOS LEAGUE further covenants that any insurance it obtains on its properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the release of liability contained in this paragraph.

13. INCORPORATION OF FORM DA-146A. Incorporated into and made a part of this Agreement shall be the terms, conditions, and requirements of the State of Kansas Department of Administration Form DA-146a.

14. ALTERATIONS. PECOS LEAGUE shall have no authority to make any alterations to the Premises, without the written consent of CITY.

15. SIGNAGE. CITY and GCRC grant to PECOS LEAGUE the authority to place signage at the Premises, including on the outfield fence, to advertise league games or otherwise promote PECOS LEAGUE. No signs shall be placed on the Premises by PECOS LEAGUE until reviewed and approved by CITY and/or GCRC. GCRC shall have exclusive use of the four (4) large green signs beyond the outfield fence.

16. UTILITIES. PECOS LEAGUE shall not pay utility charges in connection with its use of the Premises for gas, electricity, sewer, and solid waste. (The parties acknowledge that appropriation of the cost of utilities is anticipated to occur at the Premises in the future, and any extension term of this Agreement will include payment of utility costs by PECOS LEAGUE.)

17. MECHANICS' LIENS. PECOS LEAGUE covenants to keep the Premises free of mechanics' and materialmans' liens and other liens of like nature that arise from any work to be done on or to the Premises contracted by or on behalf of PECOS LEAGUE, and at all times fully to protect and indemnify, hold harmless and defend CITY and GCRC against all liabilities and expenses arising out of or incurred

by reason of or on account of any such claim or lien. Should PECOS LEAGUE fail to fully discharge any such lien or claim within thirty (30) days after receiving notice that a lien has been filed against the Premises, CITY and/or GCRC may, at their option, and without waiving the right to consider PECOS LEAGUE's failure to discharge such lien a default under this Agreement, pay the same or any part thereof.

18. WAIVER. The rights and remedies of CITY and GCRC under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by CITY and/or GCRC of any breach or default of PECOS LEAGUE shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

19. SUCCESSORS. The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors, and assigns of each of the parties.

20. TERMINATION. This Agreement may be terminated by mutual agreement of the parties, or in the event of a breach by one of the parties, after thirty (30) days' written notice of a breach.

21. DAMAGE TO THE PREMISES. PECOS LEAGUE shall be responsible for any and all damage of any kind to the Premises, caused by PECOS LEAGUE, its employees, agents, or any person using the Premises for any reason associated with PECOS LEAGUE.

22. EXCLUSIVE RIGHTS OF PECOS LEAGUE. During the term of this Agreement, PECOS LEAGUE shall have, subject to other provisions herein contained, the exclusive right to:

- a) Sell, dispense, vend, market or otherwise distribute souvenirs, programs, clothing, printed matter, photographs and other items during all events during the term of this Agreement.
- b) Sell all radio, television, and broadcast advertising of any kind whether transmitted by media using radio frequency, hardwire (including data transmission) or any other medium of broadcast or transmission of any kind or character, and advertising incident to promotional events sponsored by PECOS LEAGUE at the Premises under the terms of this Agreement.
- c) Receive all proceeds from the admissions gate, subject to deductions by CITY for admissions gate staff compensation.
- d) PECOS LEAGUE shall be permitted use of the identified parking areas adjacent to Clint Lightner Field as more fully described in the diagram attached hereto as Exhibit A.

23. RESPONSIBILITIES AND RIGHTS OF CITY. CITY shall have the following responsibilities and rights associated with this Agreement:

- a) Sell, dispense, vend, market or otherwise distribute to the public all food, drink, and beer concession items for all PECOS LEAGUE events at the Premises. CITY shall have the right to prohibit the bringing of any food or beverage into or onto the Premises by any person during PECOS LEAGUE events. CITY shall prohibit the bringing of any alcoholic liquors or cereal malt beverages into the Premises, other than what is sold on the Premises by the licensed vendor selected by CITY.

- b) Control, manage and staff the admissions gate with CITY employees. PECOS LEAGUE shall pay to CITY the amount of Ten Dollars (\$10) per hour per CITY employee working the admissions gate. The amount due from PECOS LEAGUE to CITY shall be withheld by CITY from the payment of admissions gate proceeds to PECOS LEAGUE.
- c) CITY shall pay PECOS LEAGUE an amount equal to twenty percent (20%) of all concession and beer/alcoholic liquor sales.
- d) CITY shall hold at least one (1) Dollar Beer Night event per week. At the end of the 2017 Pecos League season, Pecos League shall pay CITY an amount equal to ten cents (.10) per beer sold during all Dollar Beer Nights to accommodate for the loss of net revenue due to the decrease in the price of beer during those events.
- e) CITY shall pay to PECOS LEAGUE all admissions gate proceeds and twenty percent (20%) of concession and beer/alcoholic liquor sales, minus applicable deductions, on a weekly basis.

24. DEFAULT. This Agreement is made upon the express condition that if PECOS LEAGUE fails to pay the facility use charge specified in paragraph 3 above, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from CITY to PECOS LEAGUE, or if PECOS LEAGUE fails or neglects to perform or observe any of PECOS LEAGUE's other obligations hereunder and such failure and neglect shall continue for thirty (30) days after written notice to PECOS LEAGUE from CITY, CITY at any time thereafter, by written notice to PECOS LEAGUE, may lawfully declare the termination of this Agreement. CITY and/or GCRC shall have the right to remove, at PECOS LEAGUE's expense, any of PECOS LEAGUE's property left remaining in or upon the Premises. In addition, PECOS LEAGUE shall remain and continue to be liable to CITY in a sum equal to all fixed and additional facility use charges assessed for the balance of the term originally granted. CITY and GCRC shall have the right to pursue all available remedies allowed by law, should PECOS LEAGUE be in default.

25. FORCE MAJEURE. Any unforeseeable and unavoidable occurrence beyond the reasonable control of a party that prevents a party from fully performing its obligations hereunder, including, without limitation, acts of God, criminal acts, acts of war, explosions, epidemics, civil disturbances, labor problems, loss or malfunctions of utilities, computer or communications services, or unforeseeable and unavoidable actions by a governmental authority shall relieve the parties from compliance with this Agreement.

26. NOTICES. Except as otherwise specifically set forth in this Agreement, any notice required by the terms hereof shall be given in writing at the address set forth below by any of the following means: (a) personal service, (b) electronic communication, whether by facsimile or e-mail; (c) national recognized courier service, or (d) registered or certified United States mail, postage prepaid, return receipt requested, as follows:

If to CITY:

City Manager
P. O. Box 998
301 North 8th Street
Garden City, Kansas 67846

If to GCRC: Superintendent
Garden City Recreation Commission
310 North 6th Street
Garden City, Kansas 67846

If to PECOS LEAGUE: Director
Pecos League of Professional Baseball Clubs LLC
P. O. Box 271489
Houston, Texas 77277

27. GENERAL COVENANTS.

- a) This Agreement incorporates all of the obligations, agreements and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the property or any subject covered by this Agreement.
- b) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, personal representatives and permitted assigns.
- d) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- e) The headings of the paragraphs of this Agreement are for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of any provisions of this Agreement.
- f) In the event any provision of this Agreement shall be invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.

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

CITY OF GARDEN CITY, KANSAS

Date

By _____
Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

GARDEN CITY RECREATION COMMISSION

DATE

By _____
Myca Bunch, Chairperson

ATTEST:

Debbie Bridgeman, Board Secretary

PECOS LEAGUE OF PROFESSIONAL
BASEBALL CLUBS LLC

11-30-2016
DATE

By 
Andrew Dunn, Director



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood and Development Services Director
DATE: December 6, 2016
RE: Contractors License 12-6-2016

ISSUE:

The Governing Body is asked to consider and approve the Contractor licenses for December 6, 2016.

BACKGROUND:

Attached is the list of contractors who have applied for a new license or license renewal from Neighborhood & Development Services. All of the contractors on this list have completed the requirements necessary to obtain their license for 2017.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
December 6, 2016	11/30/2016	Backup Material

CONTRACTOR LICENSE AGENDA

December 6, 2016

2016 NEW

CLASS A General

Aron Geiger Construction
Skeens Consulting Services, LLC.

CLASS D-E Electrical

Goossen Electric

CLASS D-M Mechanical

PM Contracting Inc.

2016 RENEWAL

CLASS D-SI

Sign Source, LLC.

CLASS D-P Plumbing

Pyramid Plumbing

CLASS E-SOC Specialized Other

Ayala Construction
Cartmill Enterprises

2017 RENEWAL

CLASS A General

J&L Construction
Panhandle Steel Erectors, Inc.
Habco, Inc.
Sears Home Improvement Products, Inc.
Nabholz Construction Corporation
Jag II, Inc.
Skeens Consulting Services, LLC.
Western Steel & Automation, Inc.
Elder-Jones, Inc.
Morton Buildings, Inc.

CLASS B General

Diamond Roofing
J&R Construction, LLC.
Casco Homes, Inc.
Waltz Construction
Conant Construction, LLC.
Quality Structures, Inc.
Tuff Shed, Inc.
Kearney & Son, Inc.
RW Construction
Bob's Handyman Service
Farr Construction
Ed Barb Construction
Kerry Spanier Construction
DV Vital Construction
Pyramid Plumbing
G&H Construction
Martin Builders
Fuller Construction
Tim Fuller Construction
Starr Construction
Smart Construction, LLC.
The Southard Corporation
Jon Ryman Construction
Whartons, Inc.

CLASS C General

Lance Rupp
Ready Roofer, Inc.

CLASS D-E Electrical

Baier Electric
Mesa Electric II
AMF Electrical Contractors Inc.
Goossen Electric
Wachter, Inc.
Encore Electric, Inc.
Electrical Corporation of America, Inc.
Roger W. Unruh

CLASS D-M Mechanical

Angel AC & Refrigeration, LLC.
Unger's Heating & Air Conditioning

CLASS D-P Plumbing

Pyramid Plumbing
Heinz Plumbing

CLASS D-SI

Sign Source, LLC.

CLASS E-SOC Arborist

Pro-Cut Tree Service

CLASS E-BF Backflow Device Testers

McDaniel Co., Inc.

Pyramid Plumbing

CLASS E-SOC Specialized Other

McGraw Fencing & Repair

Dreiling Construction, LLC.

Westhusing's Inc.

Ramos Concrete

Cartmill Enterprises

Kansas Asphalt, Inc.

Klotz Sand Co., Inc.

Brick & Block Works

McPherson Concrete Storage Systems, Inc.

The Hub of Syracuse, Inc.

Kinney Glass, Inc.

Jacob Enns

Wehkamp Excavating, Inc.

Ayala Construction

CLASS E-F Fire Sprinkler

National Fire Suppression

Continental Fire Sprinkler Company

Pryor Automatic Fire Sprinkler, Inc.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: December 6, 2016
RE: New and Renewal Licenses for 12-06-16 Issued by City Clerk

ISSUE:

The Governing Body is asked to consider and approve the Cereal Malt Beverage, Pawnbroker, and Precious Metal Dealer licenses for December 6, 2016.

BACKGROUND:

Attached is the list of businesses applying for new and renewal Cereal Malt Beverage, Pawnbroker and Precious Metal Dealer licenses. All of the business on this list have completed the requirements necessary to obtain their license.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of the new and renewing applications.

FISCAL NOTE:

Fees for On Premise Cereal Malt Beverage license is \$125. Fees for Off Premise Cereal Malt Beverage license is \$75. Fees for Pawnbrokers and Precious Metal Dealers are \$25 each.

ATTACHMENTS:

Description	Upload Date	Type
12-06-16 City Clerk licenses	12/1/2016	Backup Material

LICENSE AGENDA

DECEMBER 6, 2016

2016 NEW

CEREAL MALT BEVERAGES

U Pump It #216

2017 RENEWAL

CEREAL MALT BEVERAGES

U Pump It #212

U Pump It #217

U Pump It #207

U Pump It #203

U Pump It #216

Pizza Hut #102

Pizza Hut #125

Circle K Store #1

Circle K Store #2

Circle K Store #3

Dillons #5

Dillons #60

Kwik Shop #701

Quicker Mart

Express Corner

Walgreens #07972

Fulton Convenience Store

Food Mart #3

PAWNBROKERS

Wooden Nickel

AAA Pawn Shop

PRECIOUS METAL DEALERS

Wooden Nickel

AAA Pawn Shop

Devlon Bernbeck

Other Entities Minutes



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: December 6, 2016
RE: November 2016 Police/Citizens Advisory Board Minutes

ISSUE:

Presentation of the November 15, 2016 minutes for the Police/Citizens Advisory Board meeting.

BACKGROUND:

Attached are the meeting minutes for the Police/Citizens Advisory Board meeting held on November 15, 2016.

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
PCAB Minutes from November 15, 2016	11/18/2016	Backup Material



**Garden City Police Department
Police Citizens Advisory Board**

November 15, 2016

5:30 pm – 6:30 pm

MICHAEL D. UTZ
CHIEF OF POLICE

RAQUEL ARELLANO
ADMINISTRATIVE ASSISTANT

COURTNEY PREWITT
PATROL CAPTAIN

MICHAEL REAGLE
COMMUNITY RESPONSE DIVISION
CAPTAIN

MICHAEL RADKE
INVESTIGATIONS DIVISION
CAPTAIN

RANDY RALSTON
OFFICE OF PROFESSIONAL
STANDARDS CAPTAIN

KATHY FAIRCHILD
SUPPORT SERVICES DIRECTOR

EMILY BURNS
BUDGET ANALYST

GARDEN CITY POLICE
DEPARTMENT
304 N. 9TH ST.
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1300
FAX 620.276.1350
www.gcpolice.org

Present: Mellaina Johnson, Stan Kennedy, Vinh Nguyen, Alyssa Ralston, Darla Samy; Alicia Weber; Charles Allen, Steven Jones

Absent: Brandon Neeb, Connie Bonwell; Jeff Starkey

Staff: Chief Michael Utz, Raquel Arellano, Sergeant Andrew Roush

I. Call Meeting to Order

Chairman Chuck Allen called the meeting to order.

II. Approval of Minutes

Chairman Chuck Allen gave a moment for attendees to review the Minutes from October 18, 2016. Alicia Weber made a motion to approve the minutes; the motion was seconded by Co-chair Mellaina Johnson, and the motion to approve the minutes carried.

PCAB Members were escorted by Staff to the LEC Parking lot to view the BearCat vehicle.

III. Review of Master Activity Report

Chief Utz presented the information of the Master Activity and Crime Analysis Reports. Chief Utz provided a status report on the Bias Based Policing Reports which are currently being reconfigured through our Sun Guard Reporting program.

IV. Monthly Recap

Chief Utz announced to members that Steven Jones has been accepted by the City of Garden City's Governing Body to serve his first three-year term on the Police/Citizens Advisory Board. Steven Jones will be representing the Social Services community.

Chief Utz reported that Officer Margo Edler completed her field training and is now serving in her capacity as a solo police officer.

Chief Utz reported that Meghan McFee completed the communications training and is now serving in her full capacity as a dispatcher.



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Chief Utz mentioned that Saturday, November 12, 2016, seven community members graduated from the Citizens Academy. Graduates were recognized by the City of Garden City's Governing Body on Tuesday, November 15, 2016's Commission Meeting.

V. Report From the Chief

Chief Utz discussed the Police Department's reinstated Chaplain Program and requested feedback on the same. PCAB members reviewed the revised regulation.

Chief announced to the Board that six patrol vehicles and one unmarked vehicle were ordered today, and will be paid and received early next year.

Chief Utz addressed the Board regarding the Police Explorers program that is being implemented at the Garden City Police Department. Four Garden City Police employee have volunteered to be involved with the program. The Explorer Post program will go live in 2017.

Chief Utz provided a recap of Tuesday, November 15, 2016's Command Group meeting. A presentation of the crime data reporting form was provided for viewing and a brief discussion of the same was given to members.

Chief Utz said the Body Worn camera regulations working group is still working out details on the finalization of a regulation and members were advised that once it is finalized a copy of the same will be provided to them for review.

Chief Utz gave an explanation of the STEP Pay Plan which was adopted by the GCPD for Sworn personnel effective January 1, 2016.

VII: Adjournment

Meeting Adjourned at 6:17 p.m.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: December 6, 2016
RE: GCRC Minutes - 11-01-2016

ISSUE:

Presentation of the November 1, 2016 Garden City Recreation Commission minutes.

BACKGROUND:

Presentation of the November 1, 2016 Garden City Recreation Commission minutes.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
11-01-16 GCRC minutes	12/1/2016	Backup Material

**Garden City Recreation Commission
Minutes
Tuesday, November 1, 2016
310 N 6th St**

I. Called Meeting to Order

Chairperson Myca Bunch called the meeting to order at 5:15 pm. Other board members present were Deb Oyler ,who left at 6:25 pm, Marilyn Porter, Keith Rathbun and Jamie Warren. GCRC staff present were Superintendent Aaron Stewart, Maintenance Director Chuck Reinert, Finance Director Debbie Bridgeman and Recreation Attendant Juan Castillo.

II. Approval of Agenda

Deb Oyler moved and Marilyn Porter seconded to approve the agenda. The motion carried with all in favor.

III. Consent Agenda

- Minutes of Regular Meeting September 26, 2016
- Staff Reports for October 2016
- Participation Reports

The board reviewed the minutes, staff reports and the participation reports. Aaron explained that the Gym participation was down due to the gym being closed for repairs from water damage and gave an update on the painting of the exterior of the building. Jamie moved and Marilyn seconded to approve the consent agenda. The motion carried with all in favor.

IV. Financial Reports for September 2016

Aaron reviewed the financials. He stated that we did receive the Pool funding and the final tax distribution from the City. He also stated our tax distribution is about \$3,200.00 short of the tax budget for the year due to the City not receiving the funds for delinquent taxes from the County. He stated that everything else was normal activity for the month and that we were still on track to carry over between \$100,000.00 to \$120,000.00 to next year. Jamie Warren moved to approve the financials as presented, seconded by Deb Oyler. The motion carried with all in favor.

V. Superintendents Report

- Resignation of Recreation Specialist for Sports Travis Neidig
- New Recreation Coordinator for Fitness Athena Towns
- Recreation Building Update
- Monthly Budget Reconciliation for Department Heads

Aaron reported the resignation of Travis Neidig and we are taking applications for his replacement; to date we have approximately 45 applications. Athena Towns was hired as the Recreation Coordinator for Fitness; she started October 24, 2016. Aaron gave an update on the progress of the Recreation building paint project. He also reviewed the monthly budget reconciliation spreadsheet for the department heads to use for tracking their expenses and developing, monitoring their budgets.

VI. Old Business

- a. Core Fitness Lease

Aaron presented the amended lease agreement for Core Fitness to the board for approval. The agreement will save the Recreation Commission \$54,000.00 over the next three years. Marilyn moved and Deb seconded to accept and approve the amended lease agreement. The motion carried with all in favor. Aaron stated the contract will be sent to Stone Development Inc. for signatures and the City Commission for approval but not to sign off on.

b. Revised Proposed Mission Statement

Aaron presented the proposed revised Mission Statement: Garden City Recreation Commission is committed to inspiring community unity, enhancement, and enrichment. He stated that he wanted something short and sweet so all employees can remember it. The board reviewed and discussed the statement. The board agreed on moving the word unity to the end of the statement. Deb moved to change the Mission Statement to Garden City Recreation Commission is committed to inspiring community enhancement, enrichment and unity, seconded by Keith. The motion carried with all in favor.

c. Proposed Guiding Values

The board reviewed and discussed the proposed guiding Core Values, Diversity, Fiscal Responsibility, Integrity, Promoting Healthy Lifestyles, Innovation and Customer Service. Questions were raised as to how we are going to utilize and enforce these values. Aaron stated they would be used in our decision making process. It was recommended they go back to the subcommittee to clarify some of these questions.

d. Vision Statement

Aaron asked the board if they would like to form a subcommittee for the vision statement and if so, would they answer the questions regarding their take on what the Vision statement should look like. It was agreed that Deb & Keith would be the subcommittee to work on the Vision statement.

e. Salary Ranges

Aaron presented an organizational chart, explaining that some of the positions on the chart are vacant, some due to resignations and some that we are not ready for financially. He also presented a proposed salary range since we currently do not have one. All current pay rates fall within the position range except for the Finance Director. Aaron asked the board to reclassify the Finance Director to exempt status effective December 1, 2016. He stated that it does pass the duties test and is a marginal salary increase based on the current base pay and overtime. The ranges were based off of a KRPA survey and other recreation entities; it is competitive with the state and local market. He proposed to run it through 2019 when the proposed threshold for the exempt status is expected to move from the current \$47,400.00 to \$51,000.00. Marilyn moved to move the Finance Director position to a full-time exempt status at \$49,000.00 effective December 1, 2016, seconded by Jamie. The motion carried with all in favor.

VII. New Business

a. Board Training

The board discussed dates they would all be available for the board training and they agreed to have it at the next scheduled board meeting on November 28, 2016 at 5:15 pm. Jamie moved to get trained, seconded by Deb. The motion carried with all in favor.

b. Employee Handbook/Policy Revisions

Aaron explained that we have formed a committee consisting of Marilyn, Juan, Jared, Debbie and himself so that we have someone from every level to review and revise the employee handbook. He stated that the committee is meeting weekly and hopes to have it completed and to the attorney for review in 3 months. It will then come to the Board for approval.

VIII. Executive Session

There was no executive session

IX. Garden City Recreation Commission Question and Comments

Marilyn asked if we could offer G2 at the concessions at Core Fitness. Aaron said it could be possible depending on the cost. Chuck stated that the skate park was graffitied at Halloween.

X. Adjournment

Jamie moved and Marilyn seconded to adjourn the meeting. The motion carried with all in favor. The meeting adjourned at 7:17 pm.

Debbie Bridgeman

Secretary

Debbie Bridgeman

Approved: 11/28/16

Myca J. Bunch