



Governing Body, City of Garden Plain
City Building, 507 N. Main St.
October 5, 2016 at 6:00 pm

1. Call to Order by Mayor Larry Lampe:
2. Consent Agenda:
 - a. Approval of September 7, 2016 Minutes:
 - b. Approval of September 2016 Bills (checks to include: 35153-35252)
 - c. Approval of September 7, 2016 Agenda:
3. Citizens Comments:
4. New Business:
 - a. Tower Point Capital – Michael Pool
 - b. Health Insurance – Scott Day proposal – JD Thompson renewal proposal
 - c. Ordinance – Flood Plain
 - d. Ordinance – To collect any collection fees that may incur
 - e. Inter-local agreement Fire Dist #1
 - f. Inter-local agreement SG County Animal Control
 - g. Bids for cracks on Ave D
 - h. Water Dept Utility trailer for leak response
 - i. Gas Dept indexes- bulk purchase
5. Old Business:
 - a. Sewer Plant Update
6. Executive Session:
 - a. Attorney/Client Meeting:
 - b. Personnel Issues:
7. Pardon City Attorney:
8. Planning Commission Update:
9. Police and Personnel:
10. Treasurer Report: Discuss Gas Rates
11. Department Reports:
 - a. Mayor:
 - b. Parks:
 - c. Streets:
 - d. Gas:
 - e. Water:
 - f. Sewer:
12. Governmental Remarks:
13. Adjournment:

*NOTE: this Agenda is subject to change without notice

Michael Pool with Tower Point Capital would like to share company information about purchasing the cell tower lease. They would negotiate possibly higher lease fees, and take care of site management. Mr. Pool wanted to see if this is something you might be interested in before he wrote a proposal. Our current lease agreement is due to expire in 2020.

**GOVERNMENT SERVICES AGREEMENT
FOR ANIMAL CONTROL SERVICE AND ENFORCEMENT
as codified in
CHAPTER 5 OF THE SEDGWICK COUNTY CODE;
by and between:
THE CITY OF GARDEN PLAIN, KANSAS,
and
SEDGWICK COUNTY, KANSAS**

THIS AGREEMENT is entered into this 5th day of October, 2016, by and between the City of Garden Plain, Kansas, hereinafter referred to as "City", and Sedgwick County, Kansas, through the Board of County Commissioners of Sedgwick County, hereinafter referred to as "County".

WITNESSTH:

WHEREAS, the City and County are desirous of providing the best possible animal control services for the citizens of the City and its environs; and

WHEREAS, pursuant to Chapter 5 of the Sedgwick County Code, County provides animal control services and enforcement that is effective within all of the unincorporated areas of Sedgwick County, Kansas, and any cities whose governing bodies have agreed to contract with the County for such services; and

WHEREAS, City and County are authorized to enter into an agreement for such services pursuant to K.S.A. 12-2908, and such agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, *et seq.*

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

1. The County shall provide animal control services and enforcement within the city limits of City, pursuant to Chapter 5 of the Sedgwick County Code, as amended.
2. All expenses necessary to the operation of said animal control services and enforcement shall be paid and provided for by the County, except any fees the City explicitly agrees to pay within Paragraph 9 of this Agreement.
3. The City and County shall each designate a liaison as the point of contact under this Agreement.
4. The County shall retain all monies received for licenses, permits, or other related fees required by the Sedgwick County Code.
5. By entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration, including but not limited to the enforcement of Chapter 5 of the Sedgwick County Code, as amended, within the corporate limits of the City, such that this Agreement does not infringe upon the City's home rule powers, pursuant to K.S.A. 19-101a(4).

6. The City's governing body is required to take formal action to adopt and incorporate Chapter 5 of the Sedgwick County Code, as amended, within the City's corporate boundaries. Prior to entering into this Agreement, the City was also required to repeal any of its ordinances or other measures pertaining to animals that are not included within Chapter 5 of the Sedgwick County Code. If, after this Agreement has been entered into, the City were to adopt any ordinance or other measure pertaining to animals that is not included within Chapter 5 of the Sedgwick County Code, this Agreement would be terminated upon such ordinance's or other measure's effective date.
7. The City consents to the County's jurisdiction to prosecute violations of the Sedgwick County Code that occur within the City's corporate boundaries in the Sedgwick County Court, pursuant to Sec. 8-1, et seq., of the Sedgwick County Code. The City shall defer all prosecutorial decisions to the County and any fines collected as a result of said prosecutorial efforts shall be retained by the County and the City shall make no claim or demand for any portion of any fines collected by the County as a result of enforcement activity within the corporate boundaries of the City.
8. The City and County agree to provide mutual aid to each other in the event of an emergency situation involving an animal or animals. For purposes of this Agreement, the "requesting party" shall be the party who requests assistance, and the "responding party" shall be the party who provides assistance. During an emergency situation, the responding party will provide assistance to the requesting party at no charge to the requesting party. An emergency situation is defined as one that exhausts the requesting party's resources.
9. The City agrees to pay the following fees:
 - A. Service Fee
The City will pay the County a service fee of \$29.00 per animal for live animals transported (and possibly also contained) by the County within the city limits of the City and transported to the Wichita Animal Shelter or other appropriate facility.
 - B. Impoundment / Boarding Expense
After the County has transported an animal to the Wichita Animal Shelter or other appropriate facility pursuant to sub-paragraph A. of this Paragraph, in the event that the County is charged any impoundment, boarding or other fee by the Wichita Animal Shelter or other appropriate facility, the City shall reimburse the County for the cost of any such fees the County pays to the Wichita Animal Shelter or other appropriate facility for said animal.
 - C. Rabies Testing Expense
Any fees that are incurred by the Wichita Animal Shelter or other appropriate facility and which are passed on to the County as a result of rabies testing on an animal transported by the County pursuant to sub-paragraph A. of this Paragraph shall be paid by the City unless the owner has paid such fees directly to the Wichita Animal Shelter. Such fees will be equal to the amount charged by the Kansas State Diagnostic Center or other diagnostic center as selected by the Wichita Animal Shelter or other appropriate facility that performs the testing of

**GOVERNMENT SERVICES AGREEMENT
FOR FIRE CODE INSPECTION BY SEDGWICK COUNTY FIRE DISTRICT
NUMBER ONE AND ENFORCEMENT BY SEDGWICK COUNTY, KANSAS
IN THE CITY OF GARDEN PLAIN, KANSAS**

THIS AGREEMENT is entered into this 5th day of October, 2016, by and between the City of Garden Plain, Kansas ("City"), Sedgwick County, Kansas ("County"), and Sedgwick County Fire District No. 1 ("Fire District").

WHEREAS, the City, County, and Fire District ("the parties") are desirous of providing the best possible fire protection services for the citizens of the City and its environs; and

WHEREAS, the City is located within the Fire District; and

WHEREAS, the parties are authorized to enter into an agreement for such services pursuant to K.S.A. 12-2908 and K.S.A. 19-3608, and such agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, *et seq.*; and

WHEREAS, County has a fire code that is effective within all of the unincorporated areas of Sedgwick County, Kansas and those cities within Sedgwick County which have by action of their governing bodies adopted the Sedgwick County Fire Code.

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

1. The Fire District shall provide inspection services in accordance with the Sedgwick County Fire Code, 2013 Edition, pursuant to Resolution No. 162-2013, and any amendments thereto, or any subsequent version of the Sedgwick County Fire Code.
2. The City will not be responsible for any payments to the County or the Fire District for the services provided by the County and the Fire District under this Agreement.
3. The Fire District shall receive all monies received for registration, licenses, permits, inspections or other related fees required by the Sedgwick County Fire Code.
4. By entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration, including but not limited to enforcement of the Sedgwick County Fire Code within the corporate limits of the City, such that this Agreement does not infringe upon the City's home rule powers, pursuant to K.S.A. 19-101a(4).

5. The City's governing body has taken formal action to adopt the Sedgwick County Fire Code within the City's corporate boundaries.
6. The City consents to the County's jurisdiction to prosecute violations of the Sedgwick County Fire Code that occur within the City's corporate boundaries in the Sedgwick County Court, pursuant to Sec. 8-1, et seq., of the Sedgwick County Code.
7. Any of the parties shall have the right to terminate this Agreement upon notice to the other parties as set forth hereinafter. Written notice of termination issued on lawful authority of the terminating party shall be given in writing not less than 30 days prior to the effective date of termination. Notice shall be sent to:

COUNTY : Sedgwick County Fire District No. 1
and : Attn: Fire Chief
FIRE DIST.: 7750 N. Wild West Dr.
Park City, KS 67147

and

County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite #359
Wichita, KS 67203

CITY: City of Garden Plain
Attn: City Clerk
505 N. Main St.
Garden Plain, KS 672050

8. The City shall indemnify the County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of the City's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.
9. The City shall indemnify the Fire District, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of the City's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.

10. The County shall indemnify the City, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of the County's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.
11. The Fire District shall indemnify the City, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of the Fire District's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.
12. This Agreement contains the entire agreement between the parties relating to the subject matter hereto. No amendment, waiver or modification of this Agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto.
13. This Agreement shall become effective upon signature of approval of all parties and upon compliance of City with the provisions at paragraph 5, above, and shall continue in force and effect until terminated by any party as provided in paragraph 7, above.

[Remainder of page is intentionally blank]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date herein written.

CITY OF GARDEN PLAIN, KANSAS

SEDGWICK COUNTY, KANSAS

Larry Lampe, Mayor

**James M. Howell, Chairman
Commissioner, Fifth District**

ATTEST:

ATTEST:

Kimberly McCormick, City Clerk

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

**Shawn Elliott,
City Attorney**

**Justin M. Waggoner,
Assistant County Counselor**

**BOARD OF COUNTY COMMISSIONERS
SITTING AS GOVERNING BODY FOR
SEDGWICK COUNTY FIRE DISTRICT
NUMBER ONE**

**James M. Howell, Chairman
Commissioner, Fifth District**

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

**Justin M. Waggoner,
Assistant County Counselor**