

**AGENDA**  
**CITY COMMISSION MEETING**  
**Wednesday, January 2, 2013**  
**1:00 P.M.**  
**(Amended 01/02/13)**

- I. No Pre-meeting.**
- II. REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. PUBLIC COMMENT. Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
  - A. None at this writing.
- VII. REPORT OF THE CITY MANAGER.**
  - A. Congratulations to Melinda Hitz, Director of Finance, and her department along with Lewis, Hooper, & Dick, LLC on the occasion of receiving the award for the Certificate of Excellence and Financial Reporting from the Government Finance Officers Association.
  - B. Staff has been developing a Memorandum of Understanding with Mark Pamplin for the State Theater. A meeting with Mr. Pamplin is anticipated the week of December 31 – January 3. The MOU will be presented to the Governing Body at a meeting in the near future.
  - C. KDOT has posted the results of their recent statewide round of Local Consult meetings. The summary and projects list is attached.
  - D. The Sunflower Foundation has just awarded USD 457 a grant for walking trails at the High School. City Engineer Cottrell has submitted a Sunflower Trail application for 2013 funding, the map of the proposed project is attached. The School District's project and the City application combine to produce a continuous path between Deane Wiley Park and Garden City High School.
  - E. The City has received the November franchise payment from AT&T in the amount of \$6,254.58.
  - F. Staff has provided several items of information for Governing Body review including the following: from Finance Director Hitz the monthly sales tax report, from Public Utilities Director Muirhead the November utilities report, and from Police Chief Hawkins the monthly activity report.
  - G. Meetings of note:

- ✓ January 4 -5, 2013 – Garden City Area Chamber of Commerce, Legislative Caucus.
- ✓ January 5, 2013 – Garden City Police Department awards banquet at 6:00 p.m. at Samy’s Spirits & Steakhouse.
- ✓ January 8, 2013 – Special Meeting of the City Commission at 10:00 a.m. at the City Administrative Center.
- ✓ January 16, 2013 – Finney County Economic Development Corporation Annual Meeting & Economic Outlook at 10:00 a.m. at the GCCC Endowment Room.
- ✓ January 29, 2013 – Town Hall meeting at 7:00 p.m. at the City Administrative Center.

**VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.**

- A. Appropriation Ordinance No. 2331-2013A.

**IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.**

- A. Bernard Chappel, Glen Woods Trust and RBC-LLC request annexation of a 25.36 acre tract in the Southeast corner of Mary Street and Jennie Barker Road for Chappel Heights First Addition. As this is a non-contiguous annexation, the City must request authorization from the County Commission to proceed.

- 1. Resolution No. \_\_\_\_\_ - 2013, a resolution requesting that the Board of County Commissioners of Finney County, Kansas, make findings and determinations pursuant to K.S.A 12-520c, that the annexation of a parcel of land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Finney County, Kansas.

**X. OLD BUSINESS.**

- A. The City Commission voted on December 4, 2012 to terminate the all requirements power supply agreement with Wheatland Electric Cooperative, Inc. by providing the necessary notice to Wheatland by the end of December 2012. Staff was directed to continue power supply negotiations with Wheatland Electric Cooperative / Sunflower Electric Cooperation and the Kansas Municipal Energy Agency (KMEA) until December 31, 2012 with a report as to the findings to the City Commission at their regularly scheduled meeting on January 2, 2013.

**XI. NEW BUSINESS.**

- A. ***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. KDOT has transmitted Agreement No. 311-12 for Governing Body consideration and approval relating to the Schulman Crossing road improvements.

2. Governing Body consideration and acceptance of bids received December 21, 2012 for Subdivision Improvements for Pioneer Road Estates, and authorization for the Mayor and City Clerk to execute the contracts.
3. Governing Body consideration and acceptance of bids received December 21, 2012 for janitorial services at the Electric Service Center.
4. Permission for Joe &/or Josephine Moncada to Reserve Space 3, Lot 40, Zone K of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
5. Quit Claim Deed from Shirley Ekart transferring Space 4, Lot 412, Zone B of Valley View Cemetery to Shirley Ekart and Vicki Wallace and Tammy Tichenor and Kimberly Goetting.
6. Quit Claim Deed from the Heir of Joseph James Burgardt transferring Space 5, Lot 107, Zone C of Sunset Memorial Gardens to the City of Garden City.
7. Licenses:

**(2013 New)**

- a) Ray Mesa Plumbing. .... Class D-P Plumbing
- b) CJ Lee Contracting.....Class E-SOC Specialized Other

**(2013 Renewal)**

- c) Carniceria Garcia Inc..... Cereal Malt Beverage
- d) Hyphen Construction Group, Inc. .... Class A General
- e) Lee Construction, Inc..... Class A General
- f) Bernard Adam ..... Class B General
- g) Carroll Construction..... Class B General
- h) Casco Homes, Inc. .... Class B General
- i) Franchise Strategies, Inc..... Class B General
- j) Germann Homes, Inc. .... Class B General
- k) J2 Construction, Inc..... Class B General
- l) Jackson Construction ..... Class B General
- m) Jon Ryman Construction ..... Class B General
- n) Kinney Glass, Inc.,..... Class B General
- o) LifeStyles Home Construction, Inc. .... Class B General
- p) Martin Builders ..... Class B General
- q) Mid-Plains Construction..... Class B General
- r) Morales Construction..... Class B General
- s) Nuzum Handyman Service..... Class B General
- t) Prairie Wind Aquatics ..... Class B General
- u) Rowland Concrete Construction ..... Class B General
- v) Tim Routon Construction..... Class B General
- w) Travers Construction, Inc. .... Class B General
- x) Stucky Builders, LLC ..... Class B General
- y) Unified School District 457 ..... Class B General
- z) Ward's Garden Center, Inc..... Class B General
- aa) West Construction ..... Class B General

bb) Integrity Siding & Windows, LLC .....	Class C General
cc) RA Concrete Construction .....	Class D-CO Concrete
dd) Grain Belt Electric, LLC .....	Class D-E Electrical
ee) Hemmert Electric .....	Class D-E Electrical
ff) Kugler Electric, LLC .....	Class D-E Electrical
gg) LJS Electric .....	Class D-E Electrical
hh) M. Berry Electric .....	Class D-E Electrical
ii) Morales Electric .....	Class D-E Electrical
jj) Precision Electrical Contractors .....	Class D-E Electrical
kk) Stiltner Electric, Inc. ....	Class D-E Electrical
ll) Evinger's Heating & Air, Inc. ....	Class D-M Mechanical
mm) Fire & Ice Geothermal Heating & Cooling Systems, LLC .....	Class D-M Mechanical
nn) J&J Heating & Air .....	Class D-M Mechanical
oo) Crist Plumbing .....	Class D-P Plumbing w/ Gas
pp) Frank's Plumbing, Inc. ....	Class D-P Plumbing w/ Gas
qq) Weathercraft Co. of Garden City .....	Class D-R Roofing
rr) Mr. Pool .....	Class D-USP Swimming Pool
ss) Swank Landscaping .....	Class E-BF Backflow Device Tester
tt) Unified School District 457 .....	Class E-BF Backflow Device Tester
uu) Ward's Garden Center, Inc. ....	Class E-BF Backflow Device Tester
vv) BJ Concrete .....	Class E-SOC Specialized Other
ww) Gary's Glass Service .....	Class E-SOC Specialized Other
xx) Israel's Windows & Siding .....	Class E-SOC Specialized Other
yy) Mr. Pool .....	Class E-SOC Specialized Other
zz) Swank Landscaping (arborist) .....	Class E-SOC Specialized Other
aaa) Swank Landscaping (sprinklers) .....	Class E-SOC Specialized Other
bbb) Superior Fence of Western Kansas, LLC .....	Class E-SOC Specialized Other
ccc) The Green Solutions .....	Class E-SOC Specialized Other
ddd) Troy Tree Service .....	Class E-SOC Specialized Other
eee) Underground Specialists, Inc. ....	Class E-SOC Specialized Other
fff) Unified School District 457 .....	Class E-SOC Specialized Other
ggg) Ward's Garden Center, Inc. ....	Class E-SOC Specialized Other

B. Governing Body consideration and acceptance of Commissioner John Doll's resignation effective at the end of the January 2, 2013 meeting.

**XII. CITY COMMISSION REPORTS.**

A. Mayor Crase

B. Commissioner Doll

C. Commissioner Fankhauser

D. Commissioner Law

E. Commissioner Cessna

**XIII. ADJOURN.**

*Following the meeting there will be a short reception with cake and punch for outgoing Commissioner Doll.*

**THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

City of Garden City  
December 18, 2012

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, December 18, 2012 with all members. Commissioner Cessna opened the meeting with the Pledge of Allegiance to the Flag and Invocation. The minutes of the last meeting were approved.

Harold Starr thanked the Governing Body for their work and allowing him the opportunity to apply to fill the unexpired term of Commissioner Doll.

Reynaldo Mesa, President of Garden City Area Chamber of Commerce invited the Governing Body and staff to the Chamber’s Legislative caucus and reception on January 4 & 5, 2013. Mr. Mesa thanked Commissioner Doll for his years of service to this community and wished him the best of luck. Mr. Mesa wished everyone a Merry Christmas and a Happy New Year.

Commissioner Doll moved to approve and authorize the Mayor to proclaim December 18, 2012 as Broncbuster Football Day. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Staff shared with the Governing Body for their review the letters of interest to fill the unexpired term of Commissioner Doll received by December 14, 2012 5:00 p.m. City Manager Allen reminded the Governing Body that the appointment of a new Commissioner may take place following Commissioner Doll vacating his position.

Mayor Crase set January 8, 2013 at 10:00 a.m. as the date and time for a Special Meeting at the City Administrative Center to appoint a new Commissioner to fill the unexpired term of Commissioner Doll.

Staff provided several items of information for Governing Body review including the following: from Finance Director Hitz the monthly financial report, from Director of Aviation Powell the monthly enplanement report, from Assistant City Engineer Mestdagh the monthly construction update, from Community Development Director Kentner the monthly building report, and the code enforcement report, from Director of Public Works the CIP schedule and City Link ridership, and from Zoo Director Sexson the monthly zoo report.

Meetings of note:

- ✓ December 21 & 22, 2012 at 7:30 p.m. & December 23 at 2:30 p.m. - GCRC, “A Christmas Carol”
- ✓ January 2, 2013 – City Commission meeting at 1:00 p.m. at the City Administrative Center.
- ✓ January 5, 2013 – Garden City Police Department awards banquet at 6:00 p.m. at Samy’s Spirits & Steakhouse.
- ✓ January 29, 2013 – Town Hall meeting at the City Administrative Center at 7:00 p.m.

Appropriation Ordinance No. 2330-2012A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,220,934.02,” was read and considered section by section. Commissioner Cessna moved to approve and pass Appropriation Ordinance No. 2330-2012A. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2513- 2012, “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.” (Pioneer Road Estates - GC Residential Builders, LLC Project), was read and considered section by section. Commissioner Cessna moved to approve Resolution No. 2513-2012. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2514 - 2012, “A RESOLUTION DECLARING THE BOUNDARIES OF THE CITY OF GARDEN CITY, KANSAS AS OF THE 1ST DAY OF JANUARY 2013”, was read and considered section by section. Commissioner Doll moved to approve Resolution No. 2514-2012. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

At 1:30 p.m., Mayor Cruse 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 2012 City of Garden City budget for the following funds: Finnup Trust, 12-6a13 Revolving, Health Insurance Reserve, Airport Improvement and Golf Course Building.

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

Commissioner Cessna moved to approve the Certificate of Amendment of the 2012 Budget. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve the annual Capital Improvement Reserve Fund (05) transfers. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved to rescind the vote from the December 4, 2012 City Commission meeting to not allow December 24, 2012 as a paid holiday for city employees in 2012. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved to approve and authorize December 24, 2012 as a paid holiday for city employees in 2012. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Proposals for use of the State Theater were received on December 13<sup>th</sup>; proposals were submitted by the Garden City Recreation Commission and Mark A. Pamplin. After discussion by the Governing Body, Commissioner Doll moved to accept the proposal from Mr. Mark Pamplin for use of the State Theater and directed staff to prepare a contract for a future Commission meeting. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Cruse moved to approve an Employment Agreement between the City of Garden City and Matthew C. Allen for 2013. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve the following recommendations from the Traffic Advisory Board:

- a. Make no changes to the traffic signal configuration at Mary Street and Fleming Street.
- b. Restrict on-street parking on Main Street between the entrance and exit to the Women's Clinic parking lot.
- c. Change the current "One Hour Parking" stalls on Main Street in front of the Women's Clinic to a loading zone.
- d. Deny a request to install "Children at Play" signs in the Hagar Addition.
- e. Deny a request for reduced speed limits in the Hagar Addition.

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

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to authorize and appoint to the following advisory board for three-year terms beginning January 2013 and ending December 2015.

1. Arts Committee – Mr. Brian Seagraves, Ms. Marsha Grisell and Mr. Kirk Olomon
2. AFAC Committee – Ms. Gwen Tietgen
3. Local Housing Authority – Mr. Mark Nelson
4. Board of Zoning Appeals – Mr. Roy Dixon and Ms. Linda Adams
5. Cultural Relations Board – Ms. Debra Bolton and Mr. Adam Cassellius

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll excused himself from the bench.

Commissioner Law moved to appoint Ms. Janet Doll and Mr. Ken Rishel to the Planning Commission for three-year terms beginning January 2013 and ending December 2015. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Absent	Yea	Nay

Commissioner Doll returned to his place at the bench.

Commissioner Cessna moved to approve the following:

1. Governing Body consideration and approval of a contract between the City of Garden City and Schwab Eaton for the Finnup Park Master Plan.
2. Permission for Bonifacio Villanueva to reserve Space 4, Lot 28, Zone: J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
3. Licenses:

**(2013 New)**

- a) Morgan Brothers Construction, Inc. ....Class B General
- b) Buffalo Gold & Silver.....Precious Metal Dealer

**(2013 Renewal)**

- c) Presto #1601..... Cereal Malt Beverage
- d) Presto #1604..... Cereal Malt Beverage
- e) Presto #1620..... Cereal Malt Beverage
- f) U Pump It #203..... Cereal Malt Beverage
- g) U Pump It #207..... Cereal Malt Beverage
- h) Tacos El Tapatio ..... Cereal Malt Beverage
- i) Wheat Lands, Country Store..... Cereal Malt Beverage
- j) Express Corner..... Cereal Malt Beverage
- k) Walgreens #7972 ..... Cereal Malt Beverage
- l) Garden Bowl..... Cereal Malt Beverage
- m) Dillons #5..... Cereal Malt Beverage
- n) Dillons #60..... Cereal Malt Beverage
- o) Food Mart #3..... Cereal Malt Beverage
- p) Golden Dragon Restaurant..... Cereal Malt Beverage
- q) Taco Salinas ..... Cereal Malt Beverage
- r) Hard Rock Lanes..... Cereal Malt Beverage
- s) Plank's BBQ ..... Cereal Malt Beverage
- t) Walmart #652..... Cereal Malt Beverage
- u) Fulton Convenience Store..... Cereal Malt Beverage
- v) San Antonio Restaurante..... Cereal Malt Beverage
- w) Quicker Mart..... Cereal Malt Beverage
- x) Salon Primavera ..... Cereal Malt Beverage
- y) El Remedio Restaurant ..... Cereal Malt Beverage
- z) El Remedio Market..... Cereal Malt Beverage
- aa) El Zarape..... Cereal Malt Beverage
- bb) Rabb's Construction, LLC..... Class A General
- cc) Brak-Hard Concrete Const. Co, LLC .....Class B General
- dd) Builders Plus Concrete, LLC.....Class B General
- ee) D&H Mobile Homes, Inc.....Class B General
- ff) DV Douglass Roofing, Inc.....Class B General
- gg) G&H Construction.....Class B General
- hh) Hitz Builders, Inc. ....Class B General
- ii) Malone Enterprises .....Class B General
- jj) Poorboy Enterprises.....Class B General
- kk) Quality Structures, Inc. ....Class B General
- ll) Robert Wirth ..... Class B General
- mm) Smart Construction .....Class B General
- nn) The Southard Corporation.....Class B General
- oo) Tuff Shed, Inc. ....Class B General
- pp) Wildeman Construction .....Class B General
- qq) J. Geier Electric.....Class D-E Electrical
- rr) Mesa Electric II.....Class D-E Electrical
- ss) Shelley Electric, Inc.....Class D-E Electrical
- tt) Spike's Electric .....Class D-E Electrical

- uu) Fowler’s Heating & Cooling Service..... Class D-M Mechanical
- vv) Dimond Plumbing.....Class D-P Plumbing
- ww) Sign Pro.....Class D-SI Sign Installation
- xx) Pryor Automatic Fire Sprinkler, Inc. .... Class e-Fire Sprinkler
- yy) David Schmidt .....Class E-SOC Specialized Other
- zz) DV Enterprises, LLC .....Class E-SOC Specialized Other
- aaa) Feldt Guttering & Service.....Class E-SOC Specialized Other
- bbb) Fief Company Tree Service .....Class E-SOC Specialized Other
- ccc) Garden True Value (Fence) .....Class E-SOC Specialized Other
- ddd) Garden True Value (Sprinkler) .....Class E-SOC Specialized Other
- eee) Niemans Siding & Home Improvement ..... Class E-SOC Specialized Other
- fff) Richard’s Lawn & Tree Service .....Class E-SOC Specialized Other

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

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved that the City Commission go into executive session pursuant to K.S.A. 75-4319(b)(1) for 20 minutes for the purpose of discussing 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 and that the City Commission reconvene into open session in the City Commission Chambers at 2:20 p.m. Mayor Crase seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

Commissioner Cessna moved that the City Commission go into executive session pursuant to K.S.A. 75-4319 (b)(6) for 10 minutes for the purpose of preliminary discussion relating to the acquisition of real property and that the City Commission reconvene into open session in the City Commission Chambers at 2:32 p.m.. Mayor Crase seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

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

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David D. Crase, Mayor

ATTEST:

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Celyn N. Hurtado, City Clerk

## **City Commission Reports**

Commissioner Cessna had no comments.

Mayor Crase wished everyone a Merry Christmas and thanked staff and fellow Commissioners for their service.

Commissioner Doll wished everyone a Merry Christmas and stated that with the new year it can be the best yet. Commissioner Doll sends his condolences to those suffering and grieving over the recent tragedies in our nation. Commissioner Doll wished the soldiers still fighting the war Godspeed.

Commissioner Fankhauser wished fellow Commissioners a Merry Christmas. Commissioner Fankhauser stated he took a tour of the Menards' building and progress is moving at a rapid pace.

Commissioner Law commended the Garden City Community College football team on their bowl game and stated that is how GCCC football was in the late 60's and early 70's. Commissioner Law congratulated Communications Specialist Freburg for her photos being in the League of Kansas Municipalities 2013 calendar and other public relations document. Commissioner Law addressed the Garden City Recreation Commission and said the vote today was not a knock to them and they would have been top notch to take over as well. Commissioner Law wished everyone a Merry Christmas and reminded everyone that first responders and military will still be working and Godspeed & Merry Christmas to all of them.

# Petitions

# Report of the City Manager



Government Finance Officers Association  
203 N. LaSalle Street - Suite 2700  
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

12/12/2012

NEWS RELEASE

For Information contact:  
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Garden City** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

**Melinda A. Hitz, Finance Director**

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

# Certificate of Achievement For Excellence in Financial Reporting

## Summary of Grading

Name of Unit: City of Garden City

Fiscal Year of Report FY2011

Report # 3,154.00

The Certificate of Achievement Program Special Review Committee (SRC) has completed its review of your comprehensive annual financial report (CAFR). Listed below are the grading categories used and a summary of the SRC's evaluation of your CAFR. The detailed comments and suggestions for reporting improvements on the attached listing are grouped under similar grading categories. Any category which received a grade of "Needs Significant Improvement" indicates an area of particular concern to the SRC and the related comments and suggestions for improvement in this category should be given special attention. An indication is provided on the list by the specific comments(s) or category(ies) that were the cause of receiving this grade. For each item, the notation also states whether it is 1) the basis or part of the basis for the CAFR not receiving the Certificate of Achievement, 2) a serious deficiency which will almost certainly preclude the awarding of the Certificate of Achievement if it is not corrected in your next CAFR, or 3) a deficiency, that if not corrected in future CAFRs, could result in the Certificate of Achievement not being awarded.

### Grading Category

### Grade

Cover, table of contents, and formatting	Proficient
Introductory section	Proficient
Report of the independent auditor	Proficient
Management's discussion and analysis (MD&A)	Proficient
Basic financial statements (preliminary considerations)	Proficient
Government-wide financial statements	Proficient
Fund financial statements (general considerations)	Proficient
Governmental fund financial statements	Proficient
Proprietary fund financial statements	Proficient
Fiduciary fund financial statements	Proficient
Summary of significant accounting policies (SSAP)	Proficient
Note disclosure (other than the SSAP and pension-related disclosures)	Proficient
Pension-related note disclosures	Proficient
Required supplementary information (RSI)	Proficient
Combining and individual fund information and other supplementary information	Proficient
Statistical section	Proficient
Other considerations	Proficient



**The Government Finance Officers Association  
of the United States and Canada**

*presents this*

**AWARD OF FINANCIAL REPORTING ACHIEVEMENT**

*to*

**Melinda A. Hitz**  
Finance Director  
City of Garden City, Kansas



*The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.*

Executive Director

Date December 12, 2012

## 2012 Local Consult Summary

More than 450 Kansans participated in the eight KDOT local consult meetings held across Kansas. The purpose of these meetings was to gain input from communities about what their transportation priorities are going forward. I want to thank all of you who took the time to participate in these meetings. The input you provide is critical in making sure we deliver a quality transportation system.

While no additional dollars are available for the construction of projects, it's important to have a few a projects in the pipeline should more funding become available. Participants were asked to weigh in on what projects from their area they would like to see KDOT begin preliminary engineering work (PE) on. PE work includes such things as studies, identification and purchase of right of way and design work. At each meeting participants prioritized their top projects and informed KDOT staff of emerging needs in the area. A full list of the projects that were identified as priorities for each region is available [here](#).

Some of the key factors that went into the selection of these projects were the following:

- **Safety:** Many participants cited that safety concerns as the biggest reason for why improvements needed to be made. This included the need to widen shoulders or the need for additional lanes to alleviate congestion.
- **High Truck Traffic:** Increasing truck traffic has become a concern in all regions of the state. Some areas are experience substantial growth in truck traffic due to the increase in the use of fracking. Citizens also reported added growth due to wind farm traffic.
- **Economic Development:** Citizens also cited that some of these projects were critical for creating future economic growth opportunities. This included both opening up new opportunities or serving existing growth.
- **Completing a corridor:** Finally, Kansans felt it was important to finish work we've started. Thus, if one phase of a project was already underway they felt it was important to complete work on that project before starting a new project.

### Modal Discussions:

- **Aviation:** There were discussions reducing the match requirement for aviation projects. There were discussions about funding for improvements to allow for better access to medical care. The city of Anthony stated that there was a need to extend the runway for the Anthony Airport to handle larger planes associated with the oil and gas industry.
- **Bike/Pedestrian:** Citizens cited the need for better connectivity for bike trips with transit routes and vehicles. There is also a need for better signage for some trails. In addition, citizens expressed the negative impact of shoulder rumble strips on bicyclists. Citizens also stated the need for better connectivity between the Flint Hills trail and the Katy trail. And citizens from Parsons expressed their desire for recreational trail that would serve the Great Plains Industrial Park.
- **Freight & Passenger Rail Service:** There was some discussion about KDOT's freight rail program but citizens were most concerned about passenger rail. Citizens expressed the need for passenger rail to be "on KDOT's agenda." They felt that this is an emerging need that the state should be aware of. In particular, citizens wanted the state to be ready if federal funds became available to expand the Heartland Flyer service north from Oklahoma City to Newton. In addition, participants cited the need for using a dynamic scoring of economic impacts to more

accurately determine the benefits of passenger rail services to the state. And it was also mentioned that the economic impact to rural areas passenger rail should not be overlooked. Finally, there were also discussions about the potential rerouting of the Southwest Chief. Participants in the Wichita meetings stated that efforts are need to keep the Southwest Chief in its current route or it might be rerouted to miss Kansas all together.

- Transit:** There was much discussion about the regionalization efforts for transit services. Citizens recognized the tremendous opportunities there are to improve efficiencies however, there was some concern about implementation challenges and how those will impact services. KDOT staff stressed that the goal is to make sure that good service that has been provided is not negatively impacted but it may be necessary to explore methods that benefit clients and providers using regionalization. Johnson County citizens stated that the new funding formula has created some challenges in the area. Also, funding concerns were raised in regards to the K-10 Connector service.

**Financial Discussion:**

Participants at these meetings were also given the opportunity to weigh in on what future revenue sources could be utilized to fund transportation. The Kansas Legislature requested that KDOT gather input from citizens to see what revenue sources they are supportive of and report back. Kansans were asked to identify their top five choices for both a short-term funding alternative and a long-term funding alternative. Here are the results of the survey.

<b>Short-Term Funding Alternatives</b>	<b>Long-Term Funding Alternatives</b>
Increase in Motor Fuel Tax (MFT)	Increase in Motor Fuel Tax (MFT)
Tax on Alternative Fuels	Tax on Alternative Fuels
Alternative Fuel Vehicle Fee	Index Motor Fuel Tax
Index Motor Fuel Tax	Alternative Fuel Vehicle Fee
Increase in Vehicle Registration Fees	Vehicle Miles Traveled (VMT)

Kansans who were not able to participate in the survey during Local Consult can still provide input. Please [click here](#) to take the survey.

**What’s Next?**

KDOT staff will complete further analysis on the projects that were identified as priorities during these meetings and then will announce which projects have been selected for PE work at a later date. Staff will also continue to gather input from citizens on financial alternatives. Staff will finalize the recommendations and present them to the Legislature in the 2014 session.

Thank you.

## Local Consult Highway Projects

KDOT hosted eight Local Consult meetings in the fall of 2012. At each meeting participants were randomly assigned to different groups. The group was tasked with identifying the top three projects for the region. Below is the list of the top highway projects for each region. If a project has an \* that indicates that more than one group cited the project as a priority. Please note these projects are in no particular order. Projects that do not have a project ID number are those that were not part of the candidate list, which KDOT presented.

<b>North Central Kansas Region</b>	
<b>PROJECT ID</b>	<b>DESCRIPTION</b>
2	US-36/US-81 Interchange Improvements*
4	US-77: K-209 to I-70
N/A	K-140: Salina to Kanopolis
N/A	US-56: Herington to Council Grove
N/A	US-56: Council Grove to KTA

<b>Northeast Kansas Region</b>	
<b>PROJECT ID</b>	<b>DESCRIPTION</b>
1	US-36 Expansion: Troy to Wathena
6	K-4 Oakland Expressway (46 <sup>th</sup> St. & 35 <sup>th</sup> St.) *
8	US-75 Expressway Lyndon to Carbondale
N/A	K-99: Wamego to I-70*
N/A	Manhattan: Marlatt/Junietta Extension*
N/A	US-24 Marlatt Extension
N/A	K-99: US-24 to I-70
N/A	US-24 Pottawatomie County

<b>Northwest Kansas Region</b>	
<b>PROJECT ID</b>	<b>DESCRIPTION</b>
3	K-27 Modernization (3 miles north of US-40 to 10 miles north of US-40)
5	US-281 (Luray to Osborne)*
7	K-25 (Colby to Thomas)*
8	K-23 Modernization (Grainfield to Hoxie)*
N/A	US-183 Bypass north of Hays

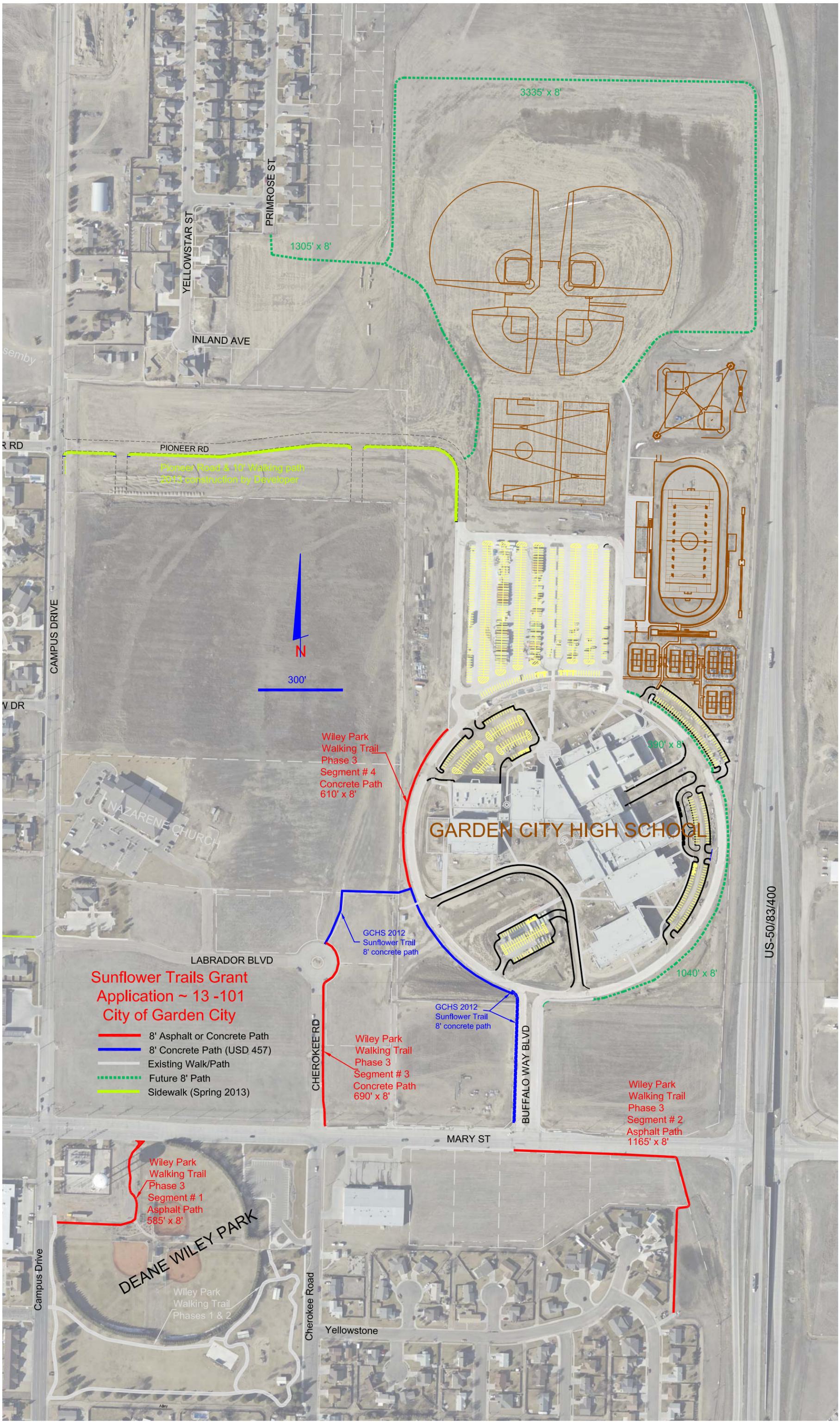
<b>South Central Kansas Region</b>	
<b>PROJECT ID</b>	<b>DESCRIPTION</b>
1	K-96 Expansion (Ellinwood to Great Bend)*
8	US-54: Kingman Bypass*
N/A	K-96 Expansion (Sterling to Ellinwood)
N/A	K-2: Anthony to Harper
N/A	K-61: 4-lane Pratt to Hutchinson

<b>Southeast Kansas Region</b>	
<b>PROJECT ID</b>	<b>DESCRIPTION</b>
1 & 2	US-75: US-160 to US-400 (no bypass at Independence)
3	US-169: North of Coffeyville to US-160*
4	US-169: US-160 to US-400
5	US-69: US-166/US-400 to Cherokee/Crawford Co Line*
6	US-69: Crawford County Corridor*
7	US-69: K-47 to 3 miles north of Arma*
8	US:69: Fort Scott Bypass*
9	US-400: 5 miles southeast of US-59, east 2 miles
10	US-400: 4 miles east K-7, east 2 miles
11	K-68: US-169 to Louisburg
N/A	K-68: Pomona to Ottawa
N/A	US-169: Welda to K-58
N/A	US-169: US-400 to US-160

<b>Southwest Kansas Region</b>	
<b>PROJECT ID</b>	<b>DESCRIPTION</b>
2	US-50: (East of Garden City to Finney-Gray county line)
3	US-50: (Finney-Gray county line to Ingalls)*
4	US-50: Ingalls to Cimarron*
5	US-54: (Cimarron River Bridge to Plains)*
6	US-54: (Seward-Meade county line to US-160)
N/A	Intersection of US-160/US-183 & K-34*
N/A	K-34 (Clark County)*

<b>Kansas City Metro</b>	
<b>PROJECT ID</b>	<b>DESCRIPTION</b>
9	K-92 Centennial Bridge
10	I-35: US-69 to 67 <sup>th</sup> St.*
10	I-35: I-35/I-435/K-10 to US-69*
12	K-7/I-70 Interchange in Wyandotte County*
15	K-7: I-35 to 127 <sup>th</sup> St. (Study)
16	I-435 & US-69: Indian Creek to 103 <sup>rd</sup> (Brown)*
N/A	I-435: Village West to State Ave.
N/A	Lewis & Clark Viaduct
N/A	K-5: Realignment from K-7 to I-435

<b>Wichita Metro</b>	
<b>PROJECT ID</b>	<b>DESCRIPTION</b>
15	US-54/400 Expansion: 151 <sup>st</sup> to 143 <sup>rd</sup> St.
17	Northwest Bypass (both sections)*
18	I-235/Kellogg: Phase 2-US-54 WB to I-235 NB & SB*
20	I-235/Kellogg: Broadway to I-135/K-254*
21	I-235/I-135/K-254: I-135 north to I-235 west*
N/A	US-54/127 <sup>th</sup> St. E to 159 <sup>th</sup> St. E.
N/A	K-2/US-160 in Harper County



3335' x 8'

1305' x 8'

Pioneer Road & 10' Walking path  
2013 construction by Developer



Wiley Park Walking Trail  
Phase 3  
Segment # 4  
Concrete Path  
610' x 8'

GARDEN CITY HIGH SCHOOL

390' x 8'

GCHS 2012  
Sunflower Trail  
8' concrete path

**Sunflower Trails Grant  
Application ~ 13-101  
City of Garden City**

- 8' Asphalt or Concrete Path
- 8' Concrete Path (USD 457)
- Existing Walk/Path
- ⋯ Future 8' Path
- Sidewalk (Spring 2013)

Wiley Park Walking Trail  
Phase 3  
Segment # 3  
Concrete Path  
690' x 8'

GCHS 2012  
Sunflower Trail  
8' concrete path

Wiley Park Walking Trail  
Phase 3  
Segment # 2  
Asphalt Path  
1165' x 8'

Wiley Park Walking Trail  
Phase 3  
Segment # 1  
Asphalt Path  
585' x 8'

DEANE WILEY PARK

Wiley Park Walking Trail  
Phases 1 & 2

Cherokee Road

Yellowstone

US-50/83/400

semby

R RD

V DR

CAMPUS DRIVE

NAZARENE CHURCH

LABRADOR BLVD

CHEROKEE RD

MARY ST

BUFFALO WAY BLVD

Campus Drive

YELLOWSTAR ST

INLAND AVE

PRIMROSE ST

PIONEER RD

**KS**

Kansas, Garden City Municipal Fee (AT&T)

Reporting Period: November 1, 2012 to November 30, 2012

FEIN: 430529710  
Southwestern Bell Telephone Company  
AT&T

3100 Cumberland Boulevard, Suite 700  
Atlanta, GA 30339  
877-829-4141 - Phone  
770-956-0700 - Fax

Tax Identification Number  
43-0529710

Return Due: 12/15/2012

Total Fee Due:	<b>\$6,254.58</b>
Adjustments:	<b>\$0.00</b>
Uncollectibles:	<b>\$0.00</b>
Admin Fees:	<b>\$0.00</b>

Net Fee Amount to be Remitted: **\$6,254.58**

**Remit To:**

City Treasurer  
City of Garden City  
P.O. Box 998  
Garden City, KS 67846

**Tax Payer:**



Steven Shashack, Assistant Vice President - Tax

12/13/2012

**Date**

*I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.*

**Tax Preparer:**



Jade Wade, Manager

12/13/2012

**Date**

*I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.*

# Staff Reports

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

MONTH RECEIVED	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
JANUARY	100,753	110,613	98,895	82,749	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675
FEBRUARY	97,772	116,101	102,071	135,771	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136
MARCH	63,174	76,790	57,317	111,517	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616
APRIL	88,011	106,447	123,837	110,045	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191
MAY	76,170	68,320	97,870	111,720	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621
JUNE	98,943	101,351	82,439	99,148	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406
JULY	69,728	111,185	110,519	111,647	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698
AUGUST	106,018	99,497	103,623	113,844	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006
SEPTEMBER	97,303	80,911	99,996	84,773	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008
OCTOBER	67,150	91,376	107,914	129,697	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819
NOVEMBER	106,905	82,002	82,861	103,094	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611
DECEMBER	58,085	73,954	75,058	97,466	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159
TOTAL RECEIPTS	<u>1,030,010</u>	<u>1,118,546</u>	<u>1,142,399</u>	<u>1,291,473</u>	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>
PERCENTAGE CHANGE	3.74%	8.60%	2.13%	13.05%	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%

\*REFLECTS HERE & THEREAFTER THE NET AMOUNT OF COUNTY-WIDE SALES TAX.  
CITY REIMBURSES TO COUNTY THE DEDICATED 1/4 CENT FOR FAIRGROUNDS PROJECT.

(1) REFLECTS HERE & THERE AFTER INCREASE IN COUNTY TAX FROM .75¢ TO 1¢

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
JANUARY	358,435	407,469	383,636	310,710	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869
FEBRUARY	368,848	440,061	360,909	447,336	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844
MARCH	218,329	273,056	191,835	371,146	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777
APRIL	329,095	380,780	467,188	364,979	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253
MAY	285,838	241,167	343,692	377,482	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577
JUNE	338,859	358,841	284,831	344,293	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884
JULY	298,420	408,343	382,217	361,811	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965
AUGUST	336,414	311,866	365,112	369,837	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394
SEPTEMBER	326,694	303,113	364,871	304,050	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160
OCTOBER	265,785	374,010	362,872	449,981	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586
NOVEMBER	382,512	320,162	319,267	332,271	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976
DECEMBER	184,972	271,436	270,677	327,755	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131
TOTAL RECEIPTS	<u>3,694,201</u>	<u>4,090,304</u>	<u>4,097,107</u>	<u>4,361,650</u>	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>
PERCENTAGE CHANGE	0.12%	10.72%	0.17%	6.46%	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%



## Utilities Administration

Conservation tip for the month: <http://wateruseitwisely.com/100-ways-to- conserve/index.php>

*There are a number of ways to save water, and they all start with you*

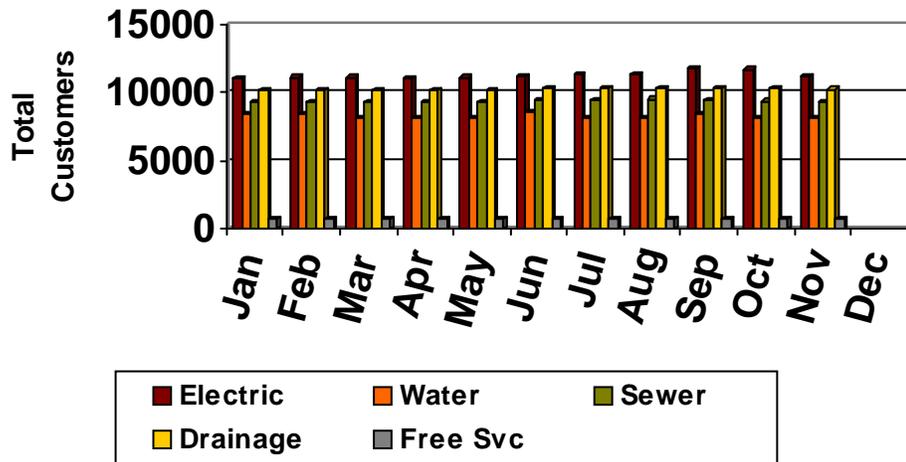
If you have an automatic refilling device, check your pool periodically for leaks.

UTILITIES DEPARTMENT

### ACTIVE ACCOUNTS BY CLASS

	Electric			Water			WWTP		Total Active Accounts	
	Residential	Commercial	Free Svc	Residential	Commercial	Free Svc	Drainage Utility	Sewer	Total	Total Free
SEP	9,866	1,357	526	7,256	942	217	10,316	9,490	39,970	743
OCT	9,844	1,361	530	7,262	948	218	10,308	9,397	39,868	748
NOV	9,819	1,352	532	7,222	944	220	10,273	9,318	39,680	752

### Active Utility Accounts 2012



# Utilities Department Monthly Report-Wastewater

## *Wastewater Plant & Collections Operations*



~In the month of November crews conducted regular maintenance and operations of the plant. Rick Albers and Brandon Crawford attended Advanced Wastewater Treatment training in Fort Scott, Kansas from November 6th-8th.

~Projects for the month included:

- Foley Equipment performed annual generator inspection and service.
- Mid-month crews drained the effluent holding tanks for Wheatland Electric.
- Plant tour was given to representatives from Siemens.
- Bio-solids were hauled and spread from November 28th-30th.

~Repairs for the month included:

- Freedom Electric made repairs to the bar screen and step screen.
- I.T. repaired SCADA computer.
- Comfort Specialists made repairs to the furnace in WWTP Administration Building.

\*\*\*

~Cook Construction began work on the Zoo lift station upgrade project on November 5th. Crews pumped down the lift station to accommodate the work being done.

~In the month of November, crews inspected and cleaned several lines and responded to customer inquiries.

~Other activities for the month included locating and tagging untagged manholes, cleaning wet wells at lift stations and other routine lift station maintenance and applying new City logo decals to all City owned vehicles. The Street Department installed a new access drive to the Spruce Street lift station.

~Vehicle repairs for the month included:

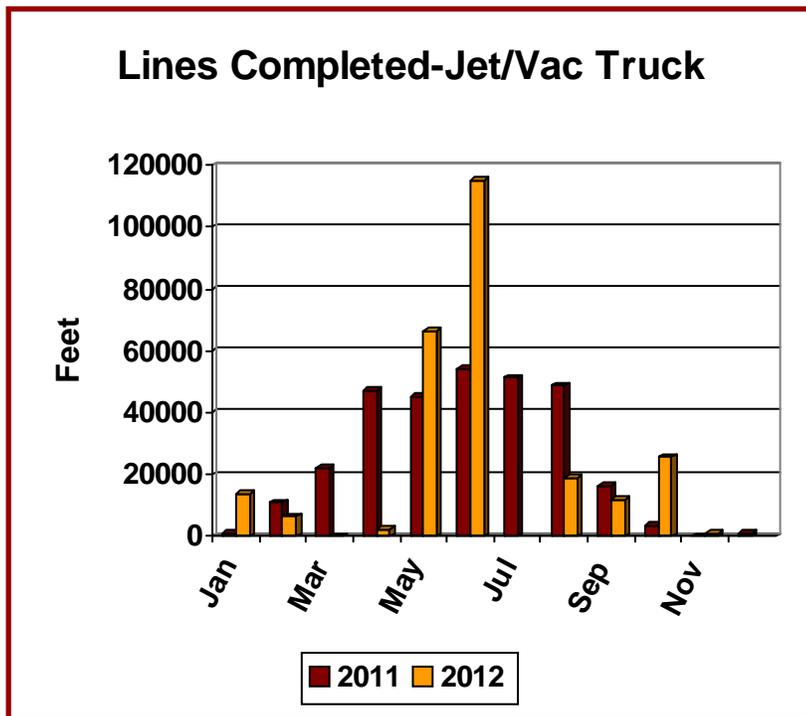
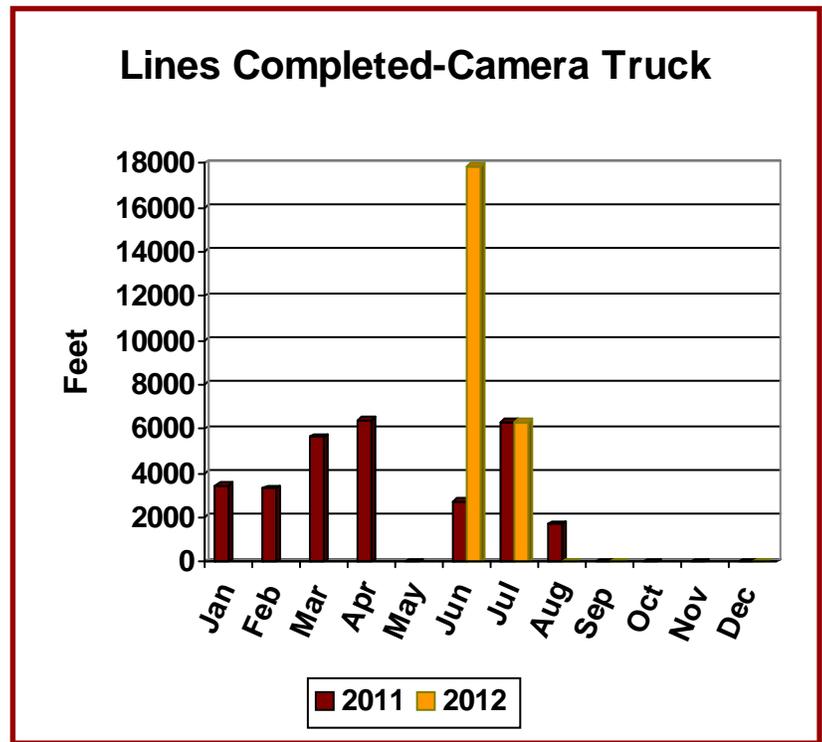
- Installing new instrument panel on Jet/Vac truck.
- Repairing rubber seal on Service Truck.

# Utilities Department Monthly Report-Wastewater



## Wastewater Collections

Lines Completed (Ft.)-Camera Truck		
	2011	2012
Jan	3,429.2	0
Feb	3,321.9	0
Mar	5,636.6	0
Apr	6,431.9	0
May	0 (camera broken)	0
Jun	2,748.5	17,842.7
Jul	6,296	6,292.3
Aug	1,717.1	0
Sep	0	0
Oct	0	0
Nov	0	0
Dec	0	

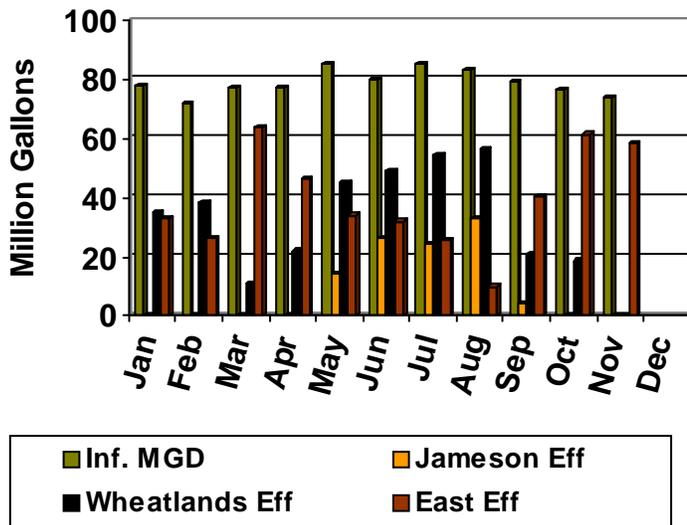


Lines Completed (Ft.)-Jet/Vac Truck		
	2011	2012
Jan	958	13,784
Feb	10,974	6,487
Mar	22,392	0
Apr	47,421	2,557
May	45,117	66,177
Jun	54,036	115,015
Jul	51,273	0
Aug	48,724	19,001
Sep	16,636	12,049
Oct	3,712	25,651
Nov	0	840
Dec	1,030	



## Wastewater Treatment

### Influent/Effluent Flow 2012



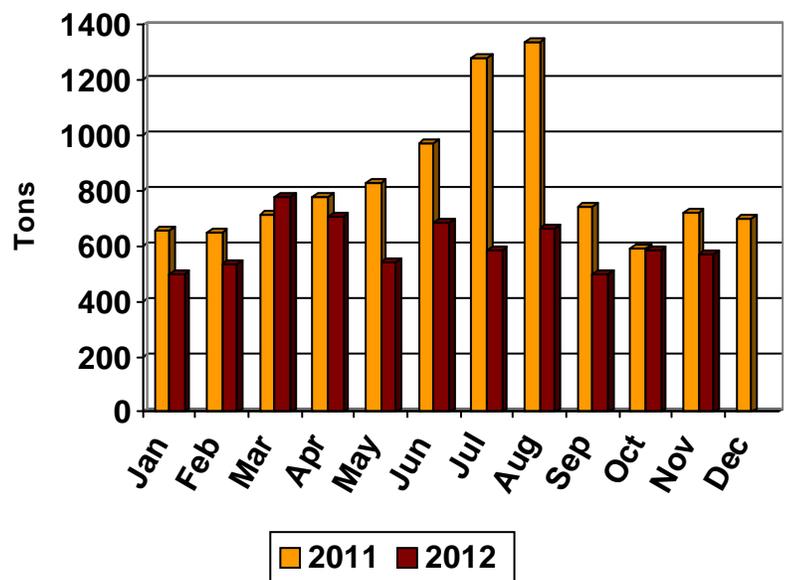
### Total Influent/Effluent MG

	Inf 2011	Inf 2012	Eff 2011	Eff 2012
Jan	88.40	77.45	99.23	68.01
Feb	75.75	71.87	106.02	65.23
Mar	80.72	77.17	81.58	74.59
Apr	77.88	77.19	80.51	68.59
May	84.95	80.34	90.57	79.05
Jun	82.61	79.71	65.14	80.93
Jul	88.63	85.29	67.77	79.90
Aug	88.59	83.27	67.93	66.15
Sep	82.70	78.88	68.42	61.43
Oct	80.80	76.44	64.24	80.01
Nov	76.09	73.58	68.81	58.16
Dec	77.47		78.32	

### Biosolids Processed in Tons (wet)

	2011	2012
Jan	655.6	502.3
Feb	648.5	536.4
Mar	717.6	781.3
Apr	781.7	704.4
May	829.5	541.0
Jun	974.4	684.3
Jul	1,279.5	586.5
Aug	1,341.2	664.0
Sep	745.8	500.3
Oct	592.4	583.2
Nov	723.3	570.4
Dec	698.7	

### Biosolids Processed



# Utilities Department Monthly Report-Electric



## *Electric Service Center*

Crews are progressing with the work at Menards for temporary and permanent power. The SCADA team continues to work on installing control cabinets inside the substations. Crews finished an underground project at C and B St. for CIP C-3 2012 where transformers were changed out and new underground primary was installed.

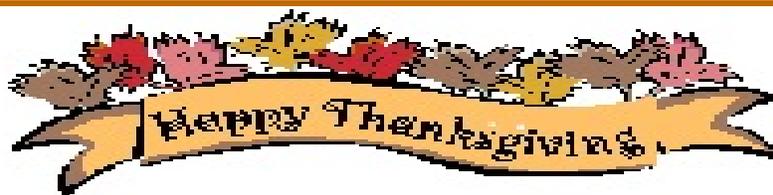
Crews also installed a light pole at 2815 Terrace Pl., as well as two lift poles at the Dean Wiley ball field and 709 Jenny Ave. They replaced a light pole on A and Johnson St. that broke in the high wind storm on November 10<sup>th</sup> and replaced a pole that was hit on Second St.

Crews installed six of the concrete bases for streetlights on La Rue St. and stubbed conduits in and trenched across the alley at 2504 E. Spruce to install a pedestal for the Cell tower.

Crews assisted in shutting off the south Main St. lights for the firework display and also put Christmas decorations on Main St.



Setting concrete bases for street lights on LaRue



# Utilities Department Monthly Report-Electric



## City Electrician Report

### Train Depot

- Ballast and lamp repair at Train Depot Boardwalk.

### Airport

- Replace transformer on heater for Water Dept. at Airport
- Replace switching control box for Airport run-way lights

### Police

- Install circuit for work station at Police Dept. for Emergency Management

### City Hall

- Christmas lighting on Main Street and timer replacement

### Electric

- Attended week training for Snell Group Thermal/Infrared Thermography – Level One
- Run conduit and hang boxes for SCADA at Sub Stations

METER SERVICES	
Connects	418
Disconnects	410
Residential Remote Disconnect	20
Shut off for non-payment	18
New Residential Meter Install	6
New Commercial Meter Install	4
Changed Residential Meters	23
Changed Commercial Meters	0
Tested Meters (Initial test)	4
Tested Meters (Customer Request)	2
Service terminated	3
Meter failed	4

TROUBLE CREW	
New Service	0
Temporary Service	1
Assist Contractor	8
Assist Customer	33
Street Light Repairs	104
Locates	141
Substation/Miscellaneous	83
CIP 2011	3



Lineman installing street lights



Straightening traffic arm after wind storm

# Utilities Department Monthly Report-Water

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## *WATER DISTRIBUTION*

~During the month of November, the distribution crew spent a lot of time in the Indian Hills area replacing meter cans and sidewalks and making repairs to a leak at KDOT, where a meter had been relocated. The leak developed as a result of the meter relocation.

~Crews excavated a fire hydrant on Schulman Avenue near the Menards construction site to relocate it as it was interfering with the new road location.

~The distribution crew replaced a valve in the 1200 block of A Street. The valve replacement took most of the working day and crews worked well in to the night to complete the job and make street repairs.

~Other projects for the month included:

- Street repair at 609 Mulberry, where crews had previously replaced a service line.

- Abandoned a water line that ran through a storm drain at 8<sup>th</sup> Street and St. John Street.

There were 36 leaks detected, 141 locates conducted, 50,264,122 gallons of water purchased, 181,479,372 gallons produced and 94,424,122 gallons of water treated.

## *WATER PRODUCITON*

~In the month of November in addition to daily operations and collecting daily reads, crews collected monthly bacteriological samples, along with fluoride reads and samples.

~The generator at the East Reservoir was serviced and the generator vents were cleaned out. There was also a problem with the reset switch that kept tripping on compressor #1 after it was reset. The well crew contacted the Electric Department and they ordered the part necessary to repair the compressor. The analog input in the SCADA was also replaced at the South Reservoir.

~Other projects for the month included:

- The RO pumps were alternated to even up the pump hours at the RO station.

- Completed the installation of small heaters at Airport well 3 and Sandhill well 7.

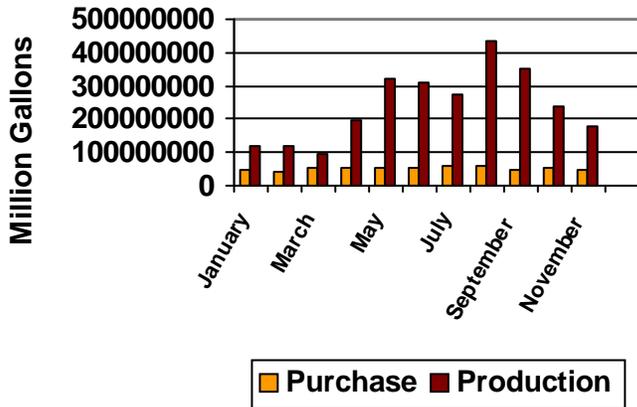


# Utilities Department Monthly Report-Water



## Water

**Water Purchase & Production 2012**



**Water Purchase/Production**

	Purchase 2011	Purchase 2012	Prod. 2011 *	Prod. 2012 *
Jan	27,537,201	44,688,993	78,336,000	121,544,010
Feb	31,153,627	41,590,062	72,364,000	117,924,350
Mar	67,683,378	50,788,152	63,294,000	98,051,610
Apr	72,497,227	51,135,506	122,895,000	194,620,340
May	77,341,427	52,909,746	170,781,000	324,229,710
Jun	66,909,207	54,940,613	296,255,000	311,362,950
Jul	57,501,380	59,073,055	350,180,000	276,429,760
Aug	49,790,233	61,257,688	313,952,000	432,603,198
Sep	51,673,902	50,277,918	198,565,000	350,731,078
Oct	54,650,083	51,785,040	166,618,000	240,173,990
Nov	44,209,762	50,264,122	82,182,000	181,479,372
Dec	42,395,682		112,013,690	

-Purchased from Wheatland Electric

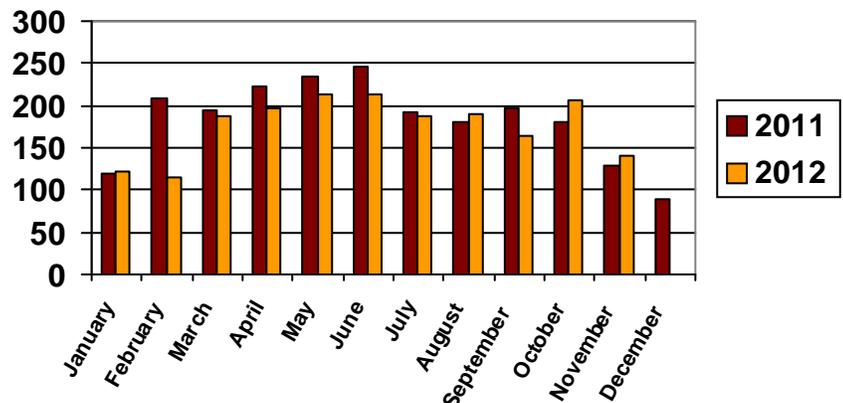
-Production from City Wells

**Locates**

	2011	2012
Jan	119	123
Feb	209	114
Mar	194	188
Apr	223	197
May	234	214
Jun	246	214
Jul	193	187
Aug	181	189
Sep	198	164
Oct	181	207
Nov	129	141
Dec	89	

\*Does not include production from wells at airport, zoo, cemetery or golf course.

**Locates**

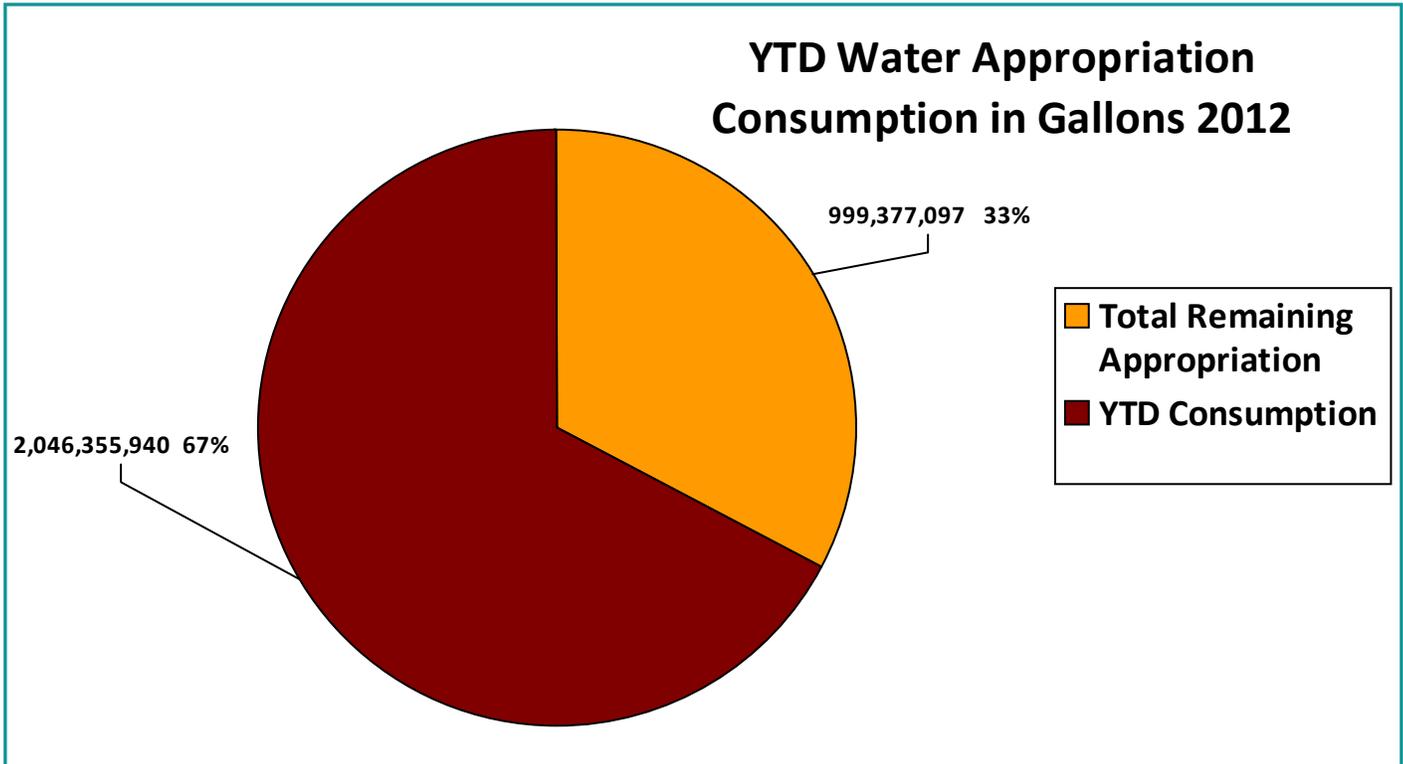


# Utilities Department Monthly Report-Water



## Water-Well Appropriations

The City of Garden City is allocated 9,347 acre feet (3,045,733,037 gallons) of water per year through KDHE. The following is a breakdown of the City's consumption versus the allocation, year to date.



### City Wells

Total Appropriation 2,285 Acre Feet (744,570,449 gallons)

Month	Ayala Park #29	Bancroft #30	Pine & Center #13	Fulton #15	Chestnut #16	Park #17	Library #18	YTD Total	% of Total Approp.
NOV	29,300,000	11,740,000	1,000	9,880,000	0	0	0	637,813,530	85.66%

### Dakota Wells

Total Appropriation 500 Acre Feet each (162,925,700 gallons each)

Month	Main & Kansas #26	Industrial #27	Jarmer #28	YTD Total	% of Total Approp.
NOV	0	0	2,316,010	143,046,190	29.26 %

# Utilities Department Monthly Report-Water



## Water-Well Appropriations

### Sand Hill Wells #1, 3 & 4

Total Appropriation 809 Acre Feet each (263,613,783 gallons each)

Month	Sand Hill #1	Sand Hill #3	Sand Hill #4	YTD Total	% of Total Approp.
NOV	6,295,450	4,128,260	4,005,340	633,272,480	80.07%

### Sand Hill Well #2

Total Appropriation 1,091 Acre Feet (355,503,877 gallons)

Month	Sand Hill #2	YTD Total	% of Total Approp.
NOV	10,060,340	280,608,420	78.93%

### Sand Hill Wells #5 & 6

Total Appropriation 353.5 Acre Feet each (115,188,470 gallons each)

Month	Sand Hill #5	Sand Hill #6	YTD Total	% of Total Approp.
NOV	355,730	157,970	110,712,090	48.05%

### Sand Hill Well #7

Total Appropriation 1000 Acre Feet (325,851,400 gallons)

Month	Sand Hill #7	YTD Total	% of Total Approp.
NOV	8,818,150	234,095,260	71.84%

### Airport Wells

Total Appropriation 337 Acre Feet (109,811,922 gallons)

Month	A.P. #2	A.P. #3	A.P. #7	A.P. #6	YTD Total	% of Total Approp.
NOV	73,140	146,500	150,350	0	6,807,970	6.19%

# **Bias-Based Policing Statistics**

November 2012

	October #	October %	November #	November %
<b>SUBJECTS CONTACTED:</b>	724	N/A	588	N/A
<b>AGE:</b>				
15 yoa - 19 yoa	139	19%	118	20%
20 yoa - 29 yoa	241	33%	215	37%
30 yoa - 49 yoa	238	33%	186	32%
50+	106	15%	69	12%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>724</i>	<i>100%</i>	<i>588</i>	<i>100%</i>
<b>RACE:</b>				
White	672	93%	552	94%
Black	31	4%	26	4%
Native American	0	0%	0	0%
Asian	18	2%	10	2%
Other	0	0%	0	0%
More Than One Race	0	0%	0	0%
Not Provided/Unknown	3	0%	0	0%
<i>TOTAL</i>	<i>724</i>	<i>100%</i>	<i>588</i>	<i>100%</i>
<b>GENDER:</b>				
Male	461	64%	345	59%
Female	263	36%	243	41%
Unknown	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>724</i>	<i>100%</i>	<i>588</i>	<i>100%</i>
<b>ETHNICITY:</b>				
Hispanic/Latino	398	55%	322	55%
Non-Hispanic	325	45%	261	44%
Not Provided	1	0%	5	1%
<i>TOTAL</i>	<i>724</i>	<i>100%</i>	<i>588</i>	<i>100%</i>
<b>RESPONSE AREA:</b>				
1	136	19%	131	22%
2	162	22%	143	24%
3	210	29%	132	22%
4	148	20%	114	19%
5	68	9%	68	12%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>724</i>	<i>100%</i>	<i>588</i>	<i>100%</i>
<b>PRIMARY REASON FOR OFFICER INVESTIGATION:</b>				
Call Related	84	12%	52	9%
Officer Initiated	640	88%	536	91%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>724</i>	<i>100%</i>	<i>588</i>	<i>100%</i>
<b>INFORMATION OBTAINED BY:</b>				
Officer's Perception	111	15%	500	85%
Investigation	613	85%	88	15%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>724</i>	<i>100%</i>	<i>588</i>	<i>100%</i>

## Bias-Based Policing Statistics

November 2012

	October #	October %	November #	November %
<b>RELIGIOUS DRESS:</b>				
Yes	2	0%	2	0%
No	722	100%	585	99%
Not Provided	0	0%	1	0%
<i>TOTAL</i>	724	100%	588	100%
<b>PRIMARY REASON FOR STOP:</b>				
Moving Violation	474	65%	385	65%
Equipment Violation	169	23%	144	24%
Criminal Offense/Probable Cause	40	6%	27	5%
Other Violation	27	4%	17	3%
To Render Service	7	1%	6	1%
Suspicious Circumstances	5	1%	7	1%
Pre-existing Knowledge	2	0%	0	0%
Special Detail	0	0%	0	0%
Multiple Reasons	0	0%	0	0%
Not Provided	0	0%	2	0%
<i>TOTAL</i>	724	100%	588	100%
<b>ACTION TAKEN:</b>				
Citation	478	66%	386	66%
Search	0	0%	0	0%
Warning	186	26%	143	24%
Arrest	60	8%	57	10%
Warrant Arrest	0	0%	0	0%
Assistance Provided	0	0%	0	0%
No Action	0	0%	0	0%
Not Provided	0	0%	2	0%
<i>TOTAL</i>	724	100%	588	100%
<b>SEARCH RATIONALE:</b>				
Not Applicable	697	96%	565	96%
Vehicle Indicators	4	1%	0	0%
Verbal Indicators	2	0%	1	0%
Physical/Visual Indicators	5	1%	10	2%
Document Indicators	0	0%	0	0%
Incident to Arrest	16	2%	8	1%
Other	0	0%	2	0%
More Than One Reason	0	0%	0	0%
Not Provided	0	0%	2	0%
<i>TOTAL</i>	724	100%	588	100%
<b>TYPE OF SEARCH:</b>				
No Search Conducted	688	95%	553	94%
Consent Search Conducted	10	1%	10	2%
Inventory	0	0%	0	0%
Stop and Frisk	0	0%	0	0%
Search Warrant	0	0%	0	0%
No Search/Consent Denied	0	0%	2	0%
Search Incident to Arrest	23	3%	15	3%
Plain View	1	0%	6	1%
Probable Cause	2	0%	0	0%
More Than One Type	0	0%	0	0%
Not Provided	0	0%	2	0%
<i>TOTAL</i>	724	100%	588	100%

## Bias-Based Policing Statistics

November 2012

		October #	October %	November #	November %
<b>CONTRABAND SEIZED:</b>					
	None	714	99%	570	97%
	Currency	1	0%	0	0%
	Firearms	1	0%	0	0%
	Other Weapons	0	0%	0	0%
	Drugs/Paraphernalia	6	1%	8	1%
	Alcohol/Tobacco Products	1	0%	8	1%
	Stolen Property	1	0%	0	0%
	Other	0	0%	0	0%
	More Than One Type	0	0%	0	0%
	Not Provided	0	0%	2	0%
	<i>TOTAL</i>	724	100%	588	100%

<b>Hispanic</b>	Arrests	37	9%	36	11%
	Citations	275	69%	218	68%
	Warnings	86	22%	67	21%
<b>Non-Hispanic</b>	Arrests	22	7%	21	8%
	Citations	192	59%	165	63%
	Warnings	99	30%	74	28%

**CONSIDERATION OF  
APPROPRIATION ORDINANCE**

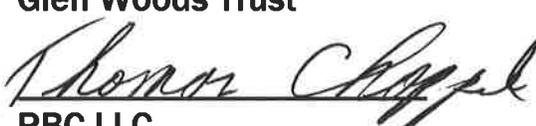
# Ordinances & Resolutions

**Bernard Chappel, Glen Woods Trust and RBC- LLC are requesting Planning Commission approval:**

- 1. For preliminary plat for Chappel Heights subdivision located in 10-24-32 in Finney County.**
- 2. Annexation of Chappel Heights First Addition to the City of Garden City**
- 3. Rezoning of Chappel Heights First Addition**
- 4. Approval of final plat for Chappel Heights First Addition**

  
**Bernard Chappel**

  
**Glen Woods Trust**

  
**RBC-LLC**

**RESOLUTION NO. \_\_\_\_\_-2013**

**A RESOLUTION REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS OF FINNEY COUNTY, KANSAS, MAKE FINDINGS AND DETERMINATIONS PURSUANT TO K.S.A.12-520c, THAT THE ANNEXATION OF A PARCEL OF LAND WILL NOT HINDER OR PREVENT THE PROPER GROWTH AND DEVELOPMENT OF THE AREA OR THAT OF ANY OTHER INCORPORATED CITY LOCATED WITHIN FINNEY COUNTY, KANSAS.**

**Whereas**, the Governing Body of the City of Garden City has received a petition pursuant to K.S.A. 12-520c from Bernard Chappel, Glen Woods Trust and RBC-LLC requesting the annexation of a parcel of land that lies in the Southeast corner of Mary Street and Jennie Barker Road and is more particularly described on the attached Exhibit A and as depicted on Exhibit B and,

**Whereas**, the Governing Body of the City of Garden City has planned for the growth of the City as outlined in its comprehensive plan and,

**Whereas**, the Governing Body of the City of Garden City has deemed it advisable to annex the described parcel pursuant to K.S.A. 12-520c.

**NOW THEREFORE, BE IT RESOLVED** by the Governing Body of Garden City, Kansas, that the Board of County Commissioners of Finney County, Kansas, make a finding as required by K.S.A. 12-520c(a)(3), and notify the Governing Body as required by subsection (c) of the statute.

**PASSED AND APPROVED** by the Governing Body of the city of Garden City, Kansas, on this 2<sup>nd</sup> day of January, 2013.

\_\_\_\_\_  
**David D. Crase, MAYOR**

**ATTEST:**

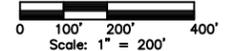
\_\_\_\_\_  
**Celyn Hurtado, CITY CLERK**

EXHIBIT A

A parcel of land located in the Northwest Quarter of Section 10, Township 24 South, Range 32 West of the 6<sup>th</sup> P.M., Finney County, Kansas, more particularly described as follows:  
Commencing at the Northwest corner of said Section 10, thence S 89°45'29" E, on the North Line of said Northwest Quarter, for a distance of 1,127.34 feet; thence S 00°00'00" W, for a distance of 40.00 feet to the POINT OF BEGINNING; thence S 89°45'29" E, 258.49; thence S 00°00'52" E, for a distance of 300.00 feet; thence S 89°45'29" E, for a distance of 170.00 feet; thence S 00°00'52" E, for a distance of 130.00 feet; thence N 89°45'29" W, for a distance of 30.00 feet; thence S 00°00'52" E, for a distance of 221.99 feet; thence S 31°15'41" W, for a distance of 391.87 feet to the beginning of a curve; thence Southwesterly on a curve concave to the Southeast, having a radius of 2,075.00 feet, a delta angle of 20°23'15", a chord bearing S 19°23'53" W, a chord distance of 853.16 feet, for an arc distance of 859.29 feet; thence N 66°55'04" W, for a distance of 316.75 feet to the beginning of a curve; thence Northwesterly on a curve concave to the Southwest, having a radius of 830.00 feet, a delta angle of 22°50'27", a chord bearing N 78°20'16 W, a chord distance of 328.69 feet, for an arc distance of 330.88 feet; thence N 89°45'29" W, for a distance of 45.46 feet to a point on the Easterly right-of-way line of Drainage Ditch Number 2, said point being the beginning of a curve; thence Northeasterly on the Easterly right-of-way line of Drainage Ditch Number 2 on a curve concave to the Southeast, having a radius of 2,755.00 feet, a delta angle of 21°35'19", a chord bearing N 20°28'01" E, a chord distance of 1,031.93 feet, for an arc distance of 1,038.06 feet; thence N 31°15'41" E on the Southeasterly right-of-way line of Drainage Ditch Number 2 for a distance of 743.77 feet to the point of beginning. Said tract consisting of 25.36 acres, more or less.

**Final Plat of the  
Chappel Heights First Addition**  
Located in the North one-half of Section 10, Township 24 South, Range 32 West of the 6th P.M., in  
Garden City, Finney County, Kansas.

**EXHIBIT B**



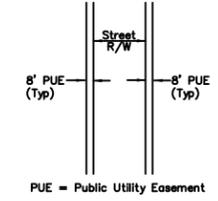
**Setback Requirements**

25' Frontyard Setback on all lots  
Side Yard & Rear yard setbacks determined by current zoning regulations

**Subdivision Boundary Legal Description**

A parcel of land located in the Northwest quarter of Section 10, Township 24 South, Range 32 West of the 6th P.M., in Finney County, Kansas, being further described as follows:  
Commencing at the Northwest corner of Section 10, T24S, R32W, thence S89°45'29"E for a distance of 1,127.34 feet to the POINT OF BEGINNING; thence continuing S89°45'29"E for a distance of 258.49 feet; thence S00°00'52"E for a distance of 340.00 feet; thence N89°45'29"W for a distance of 170.00 feet; thence S00°00'52"E for a distance of 130.00 feet; thence N89°45'29"W for a distance of 30.00 feet; thence S00°00'52"E for a distance of 221.99 feet; thence S31°15'41"W for a distance of 391.87 feet to the beginning of a curve; thence Southwesterly on a curve concave to the Southeast, having a radius of 2,075.00 feet, a delta angle of 20°23'15", a chord bearing of S19°23'53"W, a chord distance of 853.16 feet, for an arc distance of 859.29 feet; thence N66°55'04"W for a distance of 316.75 feet to the beginning of a curve; thence Northwesterly on a curve concave to the Southwest, having a radius of 830.00 feet, a Delta angle of 22°50'27", a chord bearing of N78°20'16"W, a chord distance of 328.89 feet, for an arc distance of 330.88 feet; thence N89°45'29"W for a distance of 45.46 feet to a point on the Easterly right of way line of the Drainage Ditch number 2, said point being the beginning of a curve; thence Northwesterly on the Easterly right of way line of Drainage Ditch Number 2 on a curve concave to the Southeast, having a radius of 2,755.00 feet, a Delta angle of 21°35'19", a chord bearing of N20°28'01"E, a chord distance of 1,031.93 feet, for an arc distance of 1,038.06 feet; thence N31°15'41"E on the Southeastery right of way line of Drainage Ditch Number 2 for a distance of 743.77 feet; thence N00°00'00"E for a distance of 40.00 feet to the POINT OF BEGINNING, containing 25.60 acres of land.

**Typical Utility Easements**



**CERTIFICATION OF COUNTY SURVEYOR**  
This plat has been examined this \_\_\_ day of \_\_\_, 20\_\_\_, for compliance with the requirements of the Act Concerning Land Surveys in the State of Kansas.

**SURVEYOR'S CERTIFICATE**  
State of Kansas) ss:  
County of Finney) ss:  
I, hereby certify, that the herein described property was surveyed and subdivided by me, and that all of the subdivision exterior corner monuments actually exist and that their positions are correctly shown to the best of my knowledge and belief, and that I am a licensed Professional Land Surveyor in the State of Kansas.

**OWNERS CERTIFICATION and DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS: that we the undersigned are the owners of the land included within the plat shown hereon, that we are the only persons whose consent is necessary to pass clear title to said land and we hereby consent to the making and recording of said plat and we hereby dedicate to the public for use as such the street right of ways and public utility easements as shown on said plat and included in the above described premises:  
IN WITNESS WHEREOF this dedication is executed this \_\_\_ day of \_\_\_, 20\_\_\_.

\_\_\_\_\_  
Bernard Chappel  
3170 North Farmland Road  
Garden City, Kansas 67846  
620-276-8456

\_\_\_\_\_  
Marion Chappel  
3170 North Farmland Road  
Garden City, Kansas 67846  
620-276-8456

**NOTARY'S CERTIFICATE**  
State of Kansas) ss  
County of Finney) ss  
This dedication was acknowledged before me, the undersigned officer, by Bernard and Marion Chappel, this \_\_\_ day of \_\_\_, 20\_\_\_.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Chris A. Woods, Trustee  
Glen Woods Trust  
922 Center Street  
Garden City, Kansas 67846  
620-272-7361

**NOTARY'S CERTIFICATE**  
State of Kansas) ss  
County of Finney) ss  
This dedication was acknowledged before me, the undersigned officer, by Glen A. Woods this \_\_\_ day of \_\_\_, 20\_\_\_.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Thomas J. Chappel, Partner  
RBC, LLC  
3308 Yellowstar  
Garden City, Kansas 67846  
620-276-8456

**NOTARY'S CERTIFICATE**  
State of Kansas) ss  
County of Finney) ss  
This dedication was acknowledged before me, the undersigned officer, by Thomas J. Chappel, this \_\_\_ day of \_\_\_, 20\_\_\_.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**HOLCOMB-GARDEN CITY-FINNEY COUNTY  
AREA PLANNING COMMISSION**  
This plat of the Chappel Heights First Addition has been submitted to and approved by the Planning and Community Development Department this \_\_\_ day of \_\_\_, 2013.

\_\_\_\_\_  
Bill King, Secretary

\_\_\_\_\_  
Kaleb Kentner, Secretary

**CITY OF GARDEN CITY**  
State of Kansas) ss  
County of Finney) ss

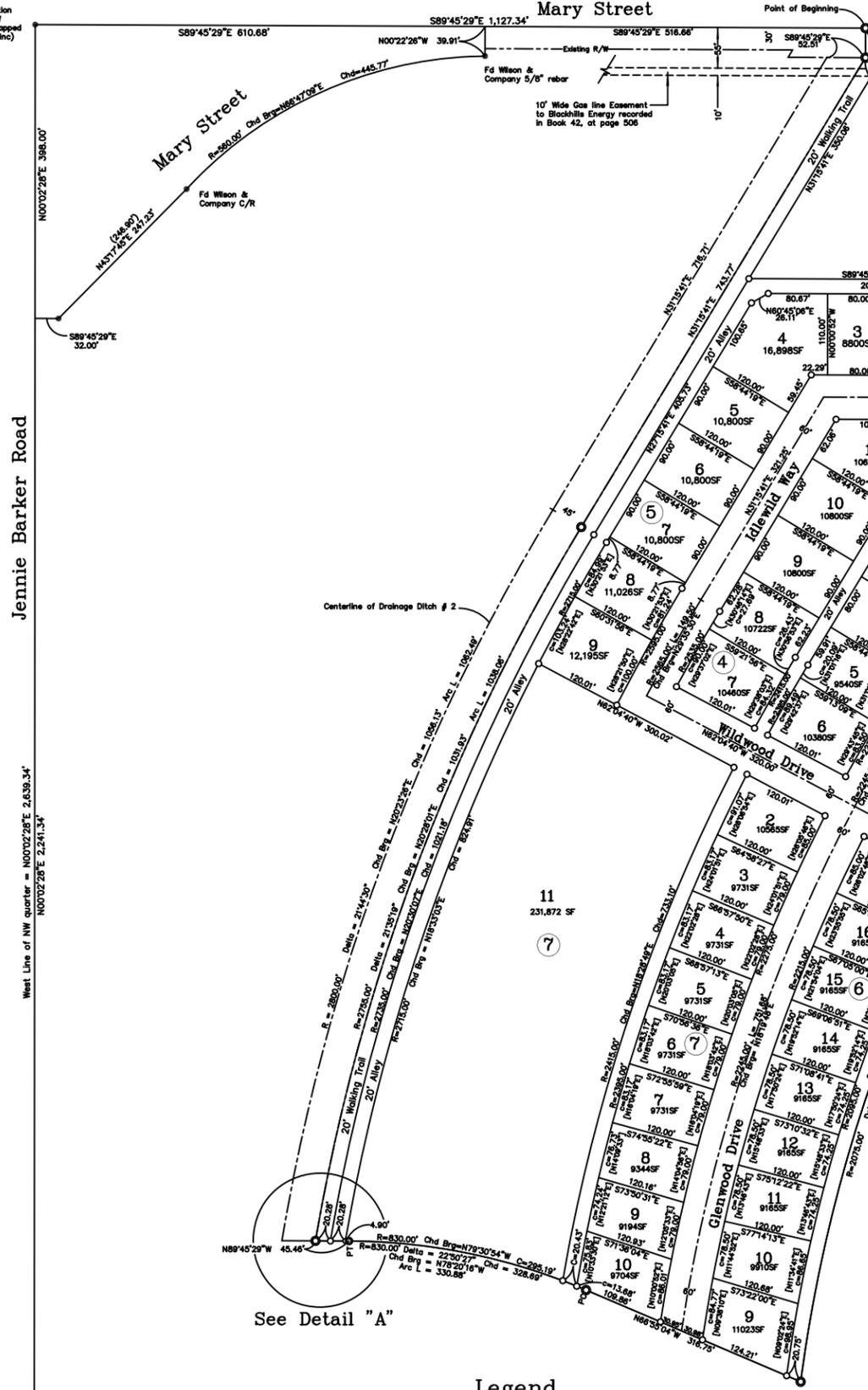
This plat and dedication approved by the Garden City City Commission this \_\_\_ day of \_\_\_, 2013.

\_\_\_\_\_  
Mayor - James R. Behan

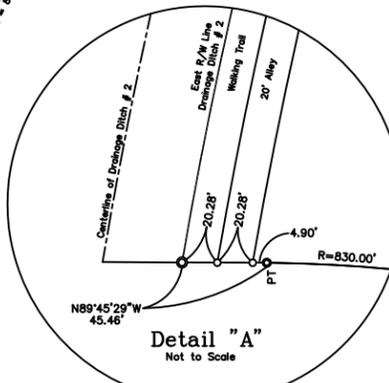
\_\_\_\_\_  
Attest: Stacey L. Frizzell, City Clerk

**Final Plat of the  
Chappel Heights First Addition  
to the City of  
GARDEN CITY, FINNEY COUNTY, KANSAS**

**Matthews Land Surveys**  
5630 Railroad Avenue, Holcomb, Kansas 67851  
(Telephone = 620-277-2002)



See Detail "A"



**Boundary Closure**  
Closing Bearing = S34°26'13"E  
Closing Distance = 0.012'  
HD = 4,916.56'  
Ratio = 1/409,713

W 1/4 Corner Section  
10, T24S, R32W  
Fd MKEC capped  
5/8" rebar

- Legend**
- Found corner monument as described
  - Set 1/2" capped rebar stamped "MLS 11114" at Subdivision corner
  - Block corner or curve point
  - Record Measure
  - Measured value this survey
  - Public Utility Easement
  - Block Number
  - Chord Distance
  - Chord Bearing

Vernon L. Cress, County Surveyor, Finney County, Kansas

David J. Matthews, LS # 1114

# Old Business



## **MEMORANDUM**

**TO:** Governing Body  
**THRU:** Matt Allen, City Manager  
**FROM:** Mike Muirhead, Public Utilities Director  
**DATE:** December 28, 2012  
**RE:** Power Supply Options

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**CITY COMMISSION**

DAVID D. CRASE,  
Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

Supplemental information on this item will be forth coming under separate email, before Monday December 31st from Public Utilities Director Muirhead. The email will be sent to everyone who normally receives the City Commission agenda and packet.

This is due to receiving the requested power supply information late this week, coupled with multiple questions to be answered regarding the proposals. JKEC, Garden City's third party consultant, and City staff have not been able to complete the full review of both proposals and put them into a letter report to the City Commission at this time.

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

**CITY ADMINISTRATIVE**

CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
620.276.1160  
FAX 620.276.1169  
[www.garden-city.org](http://www.garden-city.org)

# New Business

# Consent Agenda

PROJECT NO. KA-3116-01  
PROJECT NO. KA-3116-02  
CONSTRUCTION  
CITY OF GARDEN CITY, KANSAS

**A G R E E M E N T**

**PARTIES:** **Michael S. King, Secretary of Transportation,** Kansas Department of Transportation (KDOT), and

**The City of Garden City, Kansas.**

**PURPOSE:** The Secretary has authorized a National Highway System city street construction and economic development project. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction of city streets to benefit economic development. The City desires to construct roadway access improvements at US-50/83/400 and Schulman Avenue to benefit economic development, and the Secretary has authorized this economic development construction project. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways. As set forth in this Agreement, work on the economic development construction project is required to be done in accordance with the laws of Kansas.

**PROJECT:** The Secretary and the City desire to enter into this Agreement for construction of the Project, which consists of two parts described as follows:

(1) Construction for the widening of Schulman Avenue from US-50/83/400 to Jennie Barker Road and intersection improvements at Schulman Avenue and Larue Street. (Project No. KA-3116-01); and

(2) Construction of turn lanes and installation of signal at US-50/83/400 and Schulman Avenue and turn lane improvements on the interchange ramp of north bound US-50/83/400 at K-156 and installation of a signal at intersection of Schulman Avenue and Larue street (Project No. KA-3116-02).

**EFFECTIVE**

**DATE:** The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

**ARTICLE I**

**DEFINITIONS:** The following terms as used in this Agreement shall have the following meanings:

1. **“Agreement”** means this written document evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“City”** means the City of Garden City, Kansas.
3. **“Construction”** means the work done on the Project after notice to proceed, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any draining, 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 provided for the Project.
6. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, 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.
7. **“KA-3116-01”** means Construction for the widening of Schulman Avenue from US-50/83/400 to Jennie Barker Road and intersection improvements at Schulman Avenue and Larue Street. Construction of Schulman Avenue in Garden City, Kansas, as authorized by the Secretary.
8. **“KA-3116-02”** means Construction of turn lanes and installation of signal at US-50/83/400 and Schulman Avenue and turn lane improvements on the interchange ramp of north bound US-50/83/400 at K-156 and installation of a signal at intersection of Schulman Avenue and Larue street in Garden City, Kansas, as authorized by the Secretary.
9. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business at 700 Harrison Street, Topeka, KS, 66603.
10. **“Letting or Let”** means the City’s process of receiving bids and awarding a construction contract for any portion of the Project.
11. **“Notice of Acceptance”** means a written notification from the Secretary that the Secretary has received certification from the City that the Project has been completed in

compliance with the Project plans, specifications, and applicable standards and that the Secretary accepts the construction provided for and contemplated by the Agreement as completed in accordance with the requirements of this Agreement.

12. **“Participating Costs”** means expenditures for items or services which are an integral part of construction projects.
13. **“Parties”** means the Secretary and the City.
14. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that take place before letting of the Project to contract.
15. **“Project”** means the construction endeavor undertaken by the City which is the subject of this Agreement and referred to as KA-3116-01 and KA-3116-02.
16. **“Responsible Bidder”** means one who makes an offer to deliver contractual services in response to a request for bid with the technical capability, financial capacity, human resources and equipment required to perform the contractual services and a record of having met similar schedules.
17. **“Schulman Crossing Shopping Center”** means the commercial development in Garden City, Kansas, covering approximately 95 acres with over 490,000 square feet of gross floor area developed in conjunction with Schulman Crossing Partners, LLC, and including a Menard’s home improvement center, restaurants and sporting goods, apparel, and other specialty retail stores.
18. **“Secretary”** means Michael S. King, in his official capacity as the Secretary of KDOT, and his successors and assigns.
19. **“Utilit(ies)”** 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, storm water, and other similar commodities, including fire and police signal systems which directly and indirectly serve the public.

## ARTICLE II

### THE SECRETARY AGREES AS FOLLOWS:

1. Reimbursement of costs for the Project.
  - (a) KA-3116-01. The Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual Participating Costs of Construction (including the costs of all Construction Contingency Items) for KA-3116-01 up to \$ 1,815,123.00. The Secretary shall not be responsible for reimbursing any costs for Construction (including the costs of

all Construction Contingency Items) that exceed \$ 1,815,123.00. The Secretary shall not be responsible for reimbursing the City for Preliminary Engineering or Construction Engineering for KA-3116-01.

(b) KA-3116-02. The Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual Participating Costs of Construction (including the costs of all Construction Contingency Items) for KA-3116-02 up to \$ 1,434,877.00. The Secretary shall not be responsible for reimbursing any costs for Construction (including the costs of all Construction Contingency Items) that exceed \$1,678,000.00. The Secretary shall not be responsible for reimbursing the City for Preliminary Engineering or Construction Engineering for KA-3116-02.

(c) Right of Way and Utility costs. The Secretary shall not be responsible for any costs associated with right of way acquisition and Utility adjustments for the Project.

(d) Reimbursement Payments. The Secretary will make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the City for the Project, and verification by a licensed professional engineer employed by the City that the Project is being constructed in substantial compliance with the plans and specifications.

2. Verification of Development is a Condition Precedent to Reimbursement. The Secretary shall not reimburse the City until the Secretary receives verification from the City that development necessitating the Project is underway. Verification for the Project may consist of evidence that construction of the Schulman Crossing Shopping Center is underway in Garden City, Kansas. Failure to submit verification of development by December 31, 2012, shall result in the Secretary cancelling the Project.

### ARTICLE III

#### THE CITY AGREES AS FOLLOWS:

1. Design and Specifications. The City shall be responsible to make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project.

2. Conformity with State and Federal Requirements. The City shall be responsible to design KA-3116-02 or contract to have KA-3116-02 designed in conformity with the state and federal design criteria appropriate for the Project as set forth in the current versions of the following documents as applicable: Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II; KDOT Design Manual; Geotechnical Bridge Foundation Investigation Guidelines; Bureau of Design's road memorandums; KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions; A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and

Transportation Officials Policy; the KDOT Corridor Management Policy; and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD).

3. 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 design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Reviews by the Secretary are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.

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

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

6. Relocation Assistance. The City will contact the Secretary if there will be any displaced persons 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. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive and Kansas Administrative Regulations 36-16-1 *et seq.*

7. Removal of Hazardous Waste. The City shall locate and be responsible for all costs necessary to remedy or clean up any Hazardous Waste site, including, but not limited to, leaking underground storage tanks discovered on right of way, easements and access rights acquired by the City. The City shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims and costs incurred by the Secretary from any Hazardous Waste site discovered on right of way, easements and access rights acquired by the City prior to commencement of construction of the Project. The City shall take appropriate action to contain or remediate any identified Hazardous Waste site within the Project limits prior to letting of the Project. The City will investigate any and all Hazardous Waste sites discovered during construction of the Project on City owned land within the Project boundary and shall take appropriate action to contain or remediate such Hazardous Waste sites. The standards to establish cleanup of a Hazardous Waste site 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 site is located.

8. Movement of Utilities. Within its jurisdiction, the City will move or adjust or cause to be moved or adjusted 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 KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of the removal or adjustment of the Utilities located on public rights of way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private rights of way or easement shall be borne by the City. The City will expeditiously take such steps as 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 further agrees to move or adjust or cause to be moved or adjusted all necessary Utilities prior to the scheduled construction letting except those necessary to be adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete the adjusting of any remaining Utilities so that the contractor is not delayed in construction of the Project.

9. 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 thereon 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.

10. Removal of Encroachments. The City will initiate and proceed with due 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, and the City. It is further agreed all such encroachments will be removed before the Project is advertised for letting providing and that the physical removal thereof has been fully provided for between the City and

the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project.

11. Traffic Control. The City will determine the manner in which traffic is to be handled during construction in accordance with the latest version, as adopted by the Secretary, of the MUTCD. Plans for handling traffic during construction must be included in the design plans provided by the City. Detour routes and road closings, if necessary, shall be noted on the design plans.

12. Verification of Development is a Condition Precedent to Reimbursement. The City shall submit verification to the Secretary that development necessitating the Project is underway. Verification may consist of evidence that construction of Schulman Crossing Shopping Center is underway in Garden City, Kansas. The City acknowledges failure to submit verification of development by December 31, 2012, shall result in the Secretary cancelling the Project.

13. Letting and Administration of Construction. The City shall Let the Construction contract for the Project and award the contract to the lowest Responsible Bidder subject to review of the award by the Secretary. The City further agrees to administer the construction of KA-3116-02 in accordance with the final design plans and the documents set forth in paragraph 2, above, and to administer the payments due the contractor, including the portion of the cost borne by the Secretary and the City. All Construction Contingency Items must be approved by the Secretary.

14. Costs of the Project.

(a) KA-3116-01. The City shall submit invoices to the Secretary for reimbursement of costs incurred by the City for Construction (including the costs of all Construction Contingency Items) for KA-3116-01 up to \$ 1,815,123.00. Invoices shall be submitted in amounts not less than \$1,000 and no more frequently than once per month. The City acknowledges and agrees that it is responsible for one hundred percent (100%) of the costs incurred for Construction (including the costs of all Construction Contingency Items) for KA-3116-01 that exceed \$ 1,815,123.00. The City also acknowledges and agrees that it is responsible for one hundred percent (100%) of the costs of all Preliminary Engineering and Construction Engineering for KA-3116-01.

(b) KA-3116-02. The City shall submit invoices to the Secretary for reimbursement of costs incurred by the City, Construction (including the costs of all Construction Contingency Items) for KA-3116-02 up to \$ 1,434,877.00. Invoices shall be submitted in amounts not less than \$1,000 and no more frequently than once per month. The City acknowledges and agrees that it is responsible for one hundred percent (100%) of the costs incurred for, Construction (including the costs of all Construction Contingency Items), for KA-3116-02 that exceed \$ 1,434,877.00. The City shall be responsible for one hundred percent (100%) of the costs of all Preliminary Engineering and Construction Engineering for KA-3116-02.

(c) Right of Way and Utility costs. The City further agrees to be responsible for one hundred percent (100%) of the total actual costs for right of way acquisition and Utility adjustments for the Project.

15. Non-Participating Costs. The City shall pay the total cost of any items determined by the Secretary not to be Participating Costs.

16. Contract Language. The City shall include language requiring conformity with paragraph 2, above, in contracts between the City and any consultant retained by the City to perform services for the Project. In addition, any contract between the City and any consultant retained by the City to do the design for the Project covered by this Agreement shall also contain the following provisions:

- (a) 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) 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) Language making the Secretary of Transportation of the State of Kansas 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.”

17. Authorization of Signatory. The City shall authorize a duly appointed representative to sign any or all routine reports for the City as may be required or requested by the Secretary in the completion of the Project. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

18. Inspections. The City shall provide, or have provided by a consultant certified in construction inspection areas applicable to the Project, the construction inspection in accordance with the documents identified in paragraph 2.

If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering inspection services on this Project, it may engage the professional services of a qualified consulting engineering firm to perform the necessary Construction Engineering inspection 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 Federal Highway Administration 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. The City may provide personnel who are fully qualified to perform the services in a competent and professional manner, but must provide the Secretary with a list of assigned inspectors and their certifications.

The City will require at a minimum all City personnel performing Construction Engineering services, and if applicable all consultant personnel performing Construction Engineering services, 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 inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

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

20. Indemnification by Contractors. The City shall require any contractors working on the Project 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 incurred either by the Secretary, the City, or both in defending the claim.

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

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

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

22. Plan Retention. The City shall maintain and make available for inspection by the Secretary upon request a complete set of final plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after final acceptance of the Project. The City shall provide access to or copies of all of the above-mentioned documents to the Secretary.

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

24. Accounting. Upon request by the Secretary, 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. This will enable the Secretary to report all costs of the Project to the legislature.

25. Entrance Control. The City shall control the construction or use of any entrances along the Project within the City including those shown on the final design plans.

26. Traffic Signals. The City shall conform 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, to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

27. Economic Development Determination. The City shall quantify the impact of the Project on economic development and submit to the Secretary information detailing the number of jobs created, average salary, and other economic benefits generated due to economic development activities associated with the Project. This information shall be submitted within one year of final acceptance of the Project.

28. Maintenance of Project. When the Project is completed and Notice of Acceptance is issued, the City shall maintain or contract for the maintenance of the Project except for that portion of the Project in KDOT's right of way will be maintained as described in the city Connecting Link Maintenance Agreement. The traffic signal at US-50 and Schulman, will be the City's responsibility to maintain. The City shall make ample provision each year for its maintenance responsibilities under this Agreement and do so in a satisfactory condition. Upon notification of any unsatisfactory condition by KDOT's State Transportation Engineer, the City shall begin necessary repairs within (30) days and prosecute the work continuously until the work is satisfactorily completed.

The Parties have in the past entered into an agreement covering routine maintenance of the city connecting link, and it is the intention of the Secretary and the City that the agreement

for routine maintenance shall remain in full force and effect and the mileage set out therein shall not be affected by this agreement.

29. Cancellation of Project. If the City cancels the Project or fails to provide verification of development, it shall 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.

30. Audit. The City shall participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with state funds to the City for items not considered Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

#### ARTICLE IV

#### THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Incorporation of Final Plans and Attachments. The final design plans, Project plans, specifications, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable), the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), attached hereto, and other Special Attachments are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part hereof.

2. Inspection. 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 Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications.

3. Compliance with Federal and State Laws. The Parties agree to comply with all state and federal laws and regulations as they apply to the Project.

4. Civil Rights Act. The *Special Attachment No. 1* attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

5. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the City, and their successors in office.

6. No Third Party Beneficiaries. Except as provided in Article III, paragraph 16, no third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein

authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

7. No Waiver by City. The City, by signing this Agreement with the Secretary, has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any right of way, easements, and access rights acquired by the City. The City reserves the right to bring any action against any third party for any Hazardous Waste site on any right of way, easements, and access rights acquired by the City.

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

ATTEST:

THE CITY OF GARDEN CITY, KANSAS

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY MANAGER

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

(SEAL)

BY: \_\_\_\_\_ (date)  
Jerome T. Younger, P.E.  
Deputy Secretary and  
State Transportation Engineer

## KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

### NOTIFICATION

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

### CLARIFICATION

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

### Nondiscrimination Clauses

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

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

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

### CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

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

# **MEMORANDUM**

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 26 December 2012

**RE:** PIONEER ROAD ESTATES ~ BIDS

## ISSUE

Bids were received December 21st for the Pioneer Road Estates subdivision improvements. The bid tabulation and summary are attached, the low bids are under the engineer's estimate.

## BACKGROUND

This project constructs the infrastructure and streets for the new Pioneer Road Estates subdivision. Part A includes sanitary sewer, water, storm sewer, and underground electric conduits; Part B is curb & gutter; Part C is paving allowed contactors to bid either 8" Asphalt or 7" Concrete.

The asphalt bid is recommended as it is \$75,512.50 lower than the concrete price.

## ALTERNATIVES

- 1) The Governing Body may accept the bids and award the contracts to the low bidders.
- 2) The Governing Body may defer action to the next meeting should the developer's agreement not be approved.
- 3) The Governing Body may reject the bids.

## RECOMMENDATION

Staff recommends awarding the contracts as follows, and authorizing the Mayor and City Clerk to execute the contracts when the Contractors have provided all documents.

Part A – Dreiling Construction, LLC,	\$393,369.00
Part B – J-A-G Construction Co.,	\$142,947.00
Part C – Klotz Sand Co., Inc.,	\$259,174.22

## FISCAL

The responsibility for this construction is included in a developer's agreement, which is also being presented to the Governing Body on January 2<sup>nd</sup>.

*Steve Cottrell*



## **Engineering Department**

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

Alex L. Mestdagh, P.E.  
Assistant City Engineer

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

CITY OF GARDEN CITY, KANSAS  
ENGINEERING DEPARTMENT

TABULATION OF BIDS  
12/21/2012 10:00

PIONEER ROAD ESTATES

BIDDER	PART A	PART B	PART C	TOTAL	COMMENT
Engineer's Estimate	\$ 454,878.00	\$ 172,172.00	\$ 332,436.00	\$ 959,486.00	
Dreiling Construction	\$ 393,369.00				
APAC-Kansas			\$ 289,827.00		
J-A-G Construction		\$ 142,947.00	\$ 340,692.00		7" Concrete Alternate (Part C)
Sporer Land Development		\$ 150,325.50	\$ 332,686.50		7" Concrete Alternate (Part C); specified that Part B and C bids were tied
Klotz Sand Company			\$ 259,174.22		

PIONEER ROAD ESTATES - DECEMBER 21, 2012 10:00 A.M.

PART A - SEWER, WATER, STORM SEWER & ELECTRIC				Engineer's Estimate		Dreiling Construction		APAC-Kansas		J-A-G Construction		Sporer Land		Klotz Sand Company	
No.	Bid Item	Unit	Quan	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
<b>Schedule 1 - Sanitary Sewer</b>															
1	Sanitary Sewer Main MH's (6' Depth)	EA	6	\$ 4,500.00	\$ 27,000.00	\$ 2,200.00	\$ 13,200.00								
2	Sanitary Manhole, Extra Depth	VF	36.2	\$ 750.00	\$ 27,150.00	\$ 150.00	\$ 5,430.00								
3	Sanitary Manhole, Raise Existing Top	VF	0.6	\$ 500.00	\$ 300.00	\$ 400.00	\$ 240.00								
4	8" PVC (SDR - 35)	LF	1,336	\$ 33.00	\$ 44,088.00	\$ 39.00	\$ 52,104.00								
5	8" PVC (SDR - 35) Cap	EA	1	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00								
6	4" PVC Service Line (SDR - 35)	LF	1,805	\$ 15.00	\$ 27,075.00	\$ 23.75	\$ 42,868.75								
7	4" on 8" Wye (PVC)	EA	43	\$ 350.00	\$ 15,050.00	\$ 225.00	\$ 9,675.00								
8	4" Cleanout (PVC)	EA	43	\$ 250.00	\$ 10,750.00	\$ 330.00	\$ 14,190.00								
<b>TOTAL Schedule 1</b>				<b>\$</b>	<b>151,663.00</b>	<b>\$</b>	<b>137,907.75</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
<b>Schedule 2 - Water Line</b>															
1	8" C900 PVC Pipe	LF	1,437	\$ 30.00	\$ 43,110.00	\$ 18.00	\$ 25,866.00								
2	8" Gate Valve	EA	3	\$ 750.00	\$ 2,250.00	\$ 1,250.00	\$ 3,750.00								
3	12" x 8" Tapping Sleeve	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,400.00	\$ 3,400.00								
4	8" x 8" Tapping Sleeve	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 2,100.00	\$ 2,100.00								
5	8" x 8" Tee	EA	1	\$ 500.00	\$ 500.00	\$ 480.00	\$ 480.00								
6	8" PVC Cap	EA	1	\$ 500.00	\$ 500.00	\$ 415.00	\$ 415.00								
7	Fire Hydrant Assembly	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 3,975.00	\$ 11,925.00								
<b>TOTAL Schedule 2</b>				<b>\$</b>	<b>63,860.00</b>	<b>\$</b>	<b>47,936.00</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
<b>Schedule 3 - Storm Sewer</b>															
1	Erosion Control Installation and Maintenance	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00								
2	8" Storm Manhole	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 4,975.00	\$ 4,975.00								
3	6' x 6' Field Inlet	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 4,700.00	\$ 9,400.00								
4	7' x 7' Junction Box	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00								
5	48" HDPE Storm Sewer Pipe	LF	396	\$ 75.00	\$ 29,700.00	\$ 88.75	\$ 35,145.00								
6	48" RCP Storm Sewer Pipe	LF	639	\$ 75.00	\$ 47,925.00	\$ -	\$ -								
6Alt.	48" HDPE Storm Sewer Pipe	LF	639		\$ -	\$ 88.75	\$ 56,711.25								
<i>Fill in either Item # 6 or Item # 6Alt., not both.</i>															
7	29" x 45" Elliptical RCP Storm Sewer Pipe	LF	128	\$ 75.00	\$ 9,600.00	\$ 100.00	\$ 12,800.00								
8	36" x 58.5" Arch RCP Storm Sewer Pipe	LF	282	\$ 80.00	\$ 22,560.00	\$ 137.00	\$ 38,634.00								
9	29" x 45" Elliptical RCP End Section w/ Toe Wall	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00								
10	36" x 58.5" Arch RCP End Section w/ Toe Wall	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,320.00	\$ 1,320.00								
11	Riprap (D50 9" Min. Stone)	SY	144	\$ 50.00	\$ 7,200.00	\$ 50.00	\$ 7,200.00								
<b>TOTAL Schedule 3</b>				<b>\$</b>	<b>157,985.00</b>	<b>\$</b>	<b>182,185.25</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
<b>Schedule 4 - Electric</b>															
1	Install 2" rolled HDPE conduit	LF	3,870	\$ 10.00	\$ 38,700.00	\$ 2.00	\$ 7,740.00								
2	Directional Drilling	LF	100	\$ 25.00	\$ 2,500.00	\$ 8.00	\$ 800.00								
3	Install 6" rigid PVC conduit	LF	1,280	\$ 18.00	\$ 23,040.00	\$ 3.00	\$ 3,840.00								
4	Install 2" PVC stubs	EA	26	\$ 25.00	\$ 650.00	\$ 200.00	\$ 5,200.00								
5	Install 1-1/4" conduit	LF	880	\$ 8.50	\$ 7,480.00	\$ 2.00	\$ 1,760.00								
6	Install Transformer Pads	EA	8	\$ 500.00	\$ 4,000.00	\$ 600.00	\$ 4,800.00								
7	Install Sectionalizer	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 600.00	\$ 1,200.00								
<b>TOTAL Schedule 4</b>				<b>\$</b>	<b>81,370.00</b>	<b>\$</b>	<b>25,340.00</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
<b>TOTAL PART A</b>				<b>\$</b>	<b>454,878.00</b>	<b>\$</b>	<b>393,369.00</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
<b>PART B - CURB &amp; GUTTER</b>															
Engineer's Estimate				Dreiling Construction		APAC-Kansas		J-A-G Construction		Sporer Land		Klotz Sand Company			
No.	Bid Item	Unit	Quan	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Clearing & Grubbing	LS	1	\$ 10,000.00	\$ 10,000.00			\$ 6,700.00	\$ 6,700.00	\$ 3,000.00	\$ 3,000.00				
2	Erosion Control Maintenance	LS	1	\$ 2,500.00	\$ 2,500.00			\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00				
3	Excavation	CY	5,000	\$ 8.00	\$ 40,000.00			\$ 6.00	\$ 30,000.00	\$ 3.00	\$ 15,000.00				
4	Compaction	CY	3,500	\$ 5.00	\$ 17,500.00			\$ 5.00	\$ 17,500.00	\$ 3.00	\$ 10,500.00				
5	Curb & Gutter (Std. 30" Rollover)	LF	2,915	\$ 21.00	\$ 61,215.00			\$ 17.00	\$ 49,555.00	\$ 20.50	\$ 59,757.50				
6	Curb & Gutter (Std. 30" High Back)	LF	816	\$ 21.00	\$ 17,136.00			\$ 17.00	\$ 13,872.00	\$ 20.50	\$ 16,728.00				
7	7" Concrete Valley Gutter	SY	188	\$ 42.00	\$ 7,896.00			\$ 40.00	\$ 7,520.00	\$ 80.00	\$ 15,040.00				
8	4" Thick Concrete Sidewalk	SY	250	\$ 22.50	\$ 5,625.00			\$ 30.00	\$ 7,500.00	\$ 30.00	\$ 7,500.00				
9	Concrete Sidewalk Ramp (ADA Compliant)	EA	8	\$ 600.00	\$ 4,800.00			\$ 600.00	\$ 4,800.00	\$ 600.00	\$ 4,800.00				
10	Concrete Flume & Riprap	LS	1	\$ 3,000.00	\$ 3,000.00			\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00				
11	Traffic Control	EA	1	\$ 2,500.00	\$ 2,500.00			\$ 1,000.00	\$ 1,000.00	\$ 7,500.00	\$ 7,500.00				
<b>TOTAL PART B</b>				<b>\$</b>	<b>172,172.00</b>			<b>\$</b>	<b>142,947.00</b>	<b>\$</b>	<b>150,325.50</b>				
<b>PART C - ASPHALT PAVING</b>															
Engineer's Estimate				Dreiling Construction		APAC-Kansas		J-A-G Construction		Sporer Land		Klotz Sand Company			
No.	Bid Item	Unit	Quan	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	8" Asphalt Pavement	SY	7,942	\$ 32.00	\$ 254,144.00			\$ 29.15	\$ 231,509.30					\$ 28.16	\$ 223,646.72
1Alt.	7" Concrete Pavement (NRDJ)	SY	7,942							\$ 38.00	\$ 301,796.00	\$ 38.00	\$ 301,796.00		
<i>Fill in either Item # 1 or Item # 1Alt., not both.</i>															
2	6" AB-2 Base	SY	9,474	\$ 8.00	\$ 75,792.00			\$ 6.05	\$ 57,317.70	\$ 4.00	\$ 37,896.00	\$ 3.25	\$ 30,790.50	\$ 3.75	\$ 35,527.50
3	Erosion Control Maintenance	LS	1	\$ 2,500.00	\$ 2,500.00			\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ -	\$ -	\$ -
<b>TOTAL PART C</b>				<b>\$</b>	<b>332,436.00</b>			<b>\$</b>	<b>289,827.00</b>	<b>\$</b>	<b>340,692.00</b>	<b>\$</b>	<b>332,686.50</b>	<b>\$</b>	<b>259,174.22</b>

PARTS A & B ARE NOT TIED

Note - Sporer stipulated that Part B and Part C are tied on their bid.



CITY COMMISSION

DAVID D. CRASE,  
Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

## **MEMORANDUM**

**TO:** Governing Body  
**THRU:** Mike Muirhead, Public Utilities Director  
**FROM:** Cliff Sonnenberg, Electric Services Superintendent  
**DATE:** December 27, 2012  
**RE:** Janitorial Services for the Electric Service Center

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### **ISSUE**

Current janitorial service being provided at the Electric Service Center will terminate effective December 31, 2012.

### **BACKGROUND**

Bids were requested from eight companies and advertised in the Garden City Telegram. Only two companies submitted bids on the deadline of December 21, 2012, for the contract.

### **OPTIONS**

The low bid was from Jet Air Cleaners of Garden City, for \$345.00 monthly. The second bid was from Southwest Janitorial of Garden City, for \$420.00 monthly. (See attached bids).

### **RECOMMENDATION**

Staff recommends City Commission approve and accept the low bid from Jet Air Cleaners of Garden City for contractual janitorial services.

### **FISCAL NOTE**

The janitorial service we had been using charged \$652.00 monthly so we are saving \$307.00 a month, with a fiscal savings of \$3,684.00.

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
620.276.1160  
FAX 620.276.1169  
[www.garden-city.org](http://www.garden-city.org)

Southwest Janitorial Service  
2606 E Fair, Suite 20  
Garden City, Kansas 67846  
Email: southwestjanitorial@live.com

# Southwest Janitorial Proposal

**Phone 1-888-414-8092**  
**Cell 1-620-290-9046**

Southwest Janitorial Service  
2606 E Fair, Suite 20  
Garden City, Kansas 67846  
December 21, 2012

To whom it may concern:

Thank you for allowing Southwest Janitorial Service to prepare a cleaning service proposal for your consideration. Southwest Janitorial Service was started in 2009 providing janitorial services to Western Kansas and surrounding areas. We are a family-own and -operated business. We know it takes considerable time and effort to show any potential contractor for your facility to provide necessary information. Again, thanks!

At Southwest Janitorial Service we redefine cleaning service into something far better than traditional service cleaning. Expect us to be attentive to the details and sensitive to your needs.

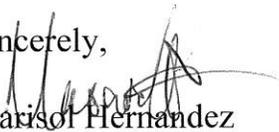
Here are a few important highlights:

Before we start... all our cleaners are thoroughly trained on how to perform each cleaning task as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... we know a seamless, no-hassle start-up is important to every customer, so at Southwest Janitorial we combine janitorial service, up-front preparation and training with strong management and direction to ensure a smooth, successful start-up.

After the start... we plan a systematic approach to keep your building looking good! At Southwest Janitorial we offer strong management and quality control to plan for and not lose track of the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions or need additional information as you review our proposal.

Sincerely,  
  
Marisol Hernandez

President

## Southwest Janitorial Service

### Professional Service Cleaning Services Proposal

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#### General

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Southwest Janitorial Service agrees to provide all labor, supervision, and equipment necessary to assure performance of specific cleaning services for the customer. Southwest Janitorial Service agrees to furnish such cleaning service for a period of \_\_\_\_\_ year(s).

The customer reserves the right, subject to agreement with Southwest Janitorial Service, to renew, extend or expand the scope of this proposal.

---

#### Qualifications

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Southwest Janitorial Service is currently a contractor for Kroger Co, providing parking lot maintenance, pressure washing services, degreasing services, carpet cleaning, window cleaning, air duct cleaning, and many other services to several Kansas Dillons locations.

We are currently working with the Department of Transportation cleaning rest areas and offices at District 6.

---

#### Personal and Service Schedule

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The service will be performed by two employees:

One part -time employee will perform the dialy cleaning and maintenance services.

One part-time employee will perform the window cleaning, strip and wax, bulb changes, and Kaivac detail restroom cleaning.

All these employees will be supervised by Adolfo Quezada, who has more than 10 years of experience in janitorial and maintenance services.

Cleaning service operations will be performed 1 times per week.

The cleaning crew will observe holidays observed by the customer; thus, we will work with the building manager to perform better on those busy days.

---

### **Equal Opportunity Employer**

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Southwest Janitorial Service's goal is to achieve and maintain equal employment opportunities. It is the responsibility of all to conform to the letter and the spirit of all applicable Civil Rights Laws.

Additionally, it is the policy of Southwest Janitorial Service to maintain a work environment free from discrimination based on race, color, religious creed, national origin, gender, sexual orientation, age, disability, genetic information, veteran/military status, marital status or other status protected by federal or state law, with regard to any term or condition of employment.

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### **Employee Status**

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Personnel supplied by Southwest Janitorial Service are deemed employees of South West Janitorial Service and will not for any purpose be considered employees or agents of the customer.

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### **Supervision and Personnel**

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Adequate trained personnel and supervision will be furnished to ensure quality services at your facility. A supervisor will talk to the manager on site once a week to ensure that everything is in perfect shape.

We want our customers to feel comfortable and confident with our people. That is why we have a "zero tolerance" for any dishonest activity.

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**Insurance**

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Southwest Janitorial Service will furnish all forms of insurance required by law and will maintain the same in force. You can be sure that your business is kept both clean and safe.

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**Supplies**

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Southwest Janitorial Service will furnish all consumable supplies including, but not limited to, the following: graffiti remover, floor stripper, floor wax, floor sealer, scrubbing pads, buffing pads, stripping pads, gum remover, solvent spotter, lime remover, dust mops, and floor neutral cleaner.

City of Garden City will furnish: toilet paper, paper towels, liquid hand soap, trash can liners, light bulbs, etc.

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**Equipment**

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Southwest Janitorial Service will furnish and maintain all necessary cleaning equipment including, but not limited to, the following: vacuum, buffer, carpet extractor, strip and wax equipment, and Kaivac System.

Southwest Janitorial Service will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

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**Our Philosophy**

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Southwest Janitorial Service is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

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**Compensation**

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Janitorial Services, labor, equipment, and supervision. Price per month:

Location... Garden City KS ..... \$420.00 per month

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**Invoicing**

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All invoicing will be itemized according to monthly work. Invoicing will be on the 1<sup>st</sup> of each month. Payment policy is net 30 days.

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**Cancellation**

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Any agreement entered into by Southwest Janitorial Service and the customer may be terminated or cancelled at any time with a minimum of 30 day written notice from either party.



Sam Brownback, Governor  
Nick Jordan, Secretary

[www.ksrevenue.org](http://www.ksrevenue.org)

# CERTIFICATE OF TAX CLEARANCE

Southwest Janitorial Service

ISSUE DATE  
10/31/2012

TRANSACTION ID  
TPUA-HAR9-229E

CONFIRMATION NUMBER  
CNEC-UCA5-355H

TAX CLEARANCE VALID THROUGH 01/29/2013

Verification of this certificate can be obtained on our website, [www.ksrevenue.org](http://www.ksrevenue.org),  
or by calling the Kansas Department of Revenue at 785-296-3199

**REFERENCES**

- 1) NAME: RONALD HALL  
COMPANY: KDOT GARDEN CITY KANSAS  
TELEPHONE: 620 276 3241
- 2) NAME: BRENT MERTZ  
COMPANY: CO-OP GARDEN CITY, ULYSSES, HOLCOMB  
ELEPHONE: 620 275 6161
- 3) NAME: CONNIE HUNN  
COMPANY: TRUE VALUE GARDEN CITY KANSAS  
TELEPHONE: 620 275 4136
- 4) NAME: TOM  
COMPANY: HOBBY LOBBY DODGE CITY KANSAS  
TELEPHONE: 620 225 2660

**SOUTHWEST JANITORIAL SERVICE**

CONTACT PERSON: ADOLFO QUEZADA  
ADDRESS: 2606 E FAIR APT 20 GARDEN CITY KS67846  
TELEPHONE NO. 620 290 9046



**2012 CUSTODIAL SERVICES BID  
CITY OF GARDEN CITY ELECTRIC DEPARTMENT**

**HOURS OF BUSINESS:  
MONDAY - FRIDAY 8:00 AM TO 5:00 PM**

REQUESTED HOURS OF SERVICE:

ONE NIGHT PER WEEK (Tue-Fri) – AFTER 5:00 PM

COMPLY

~~YES~~ NO

**SPECIFICATIONS  
CUSTODIAL SERVICES  
CITY ELECTRIC DEPARTMENT  
140 HARVEST ST.**

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**INSTRUCTIONS TO BIDDERS**

1. Bidders must attend a mandatory walk through of the facility located at 140 Harvest St., at 2:00 PM, Wednesday, December 12, 2012. Address bids to City of Garden City Electric Dept., P.O. Box 998, Garden City, Kansas 67846 on or before December 21, 2012 .  
**Mark on the outside of the envelope: CUSTODIAL SERVICES.**
2. Bids will be opened publicly by the Electric Superintendent or his official representative. All bids must be submitted prior to the bid opening time to qualify.
3. After the bids are opened, each bid will be carefully reviewed. Generally, a decision as to who the best bidder is will be made within 24 hours after the bids are opened.
4. The City of Garden City reserves the right to reject any and all bids.
5. A responsible officer or employee of the company must sign all bids. Obligations assumed by such signature must be fulfilled.
6. The City is exempt from applicable state and local tax.
7. All bids must meet the Minimum Specifications. Any bid which fails to do so will be subject to rejection.
8. Please resolve any questions which you may have regarding the Minimum Specifications, bid requirements, etc. before the bid opening. Direct questions to Jennifer Sperry or Kim Grapengater, at (620) 276-1290.
9. If a bidder is not able to meet an item as specified and they elect to delete it or substitute with another item, it must be clearly set forth in the bid. The exception must be designated as such by marking "EXC." An explanation of the exception should also be given on an attached sheet with the bid.
10. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet is labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the Bid.
11. Awards will be made to the best lowest responsible bidder.

**SPECIFICATIONS  
CUSTODIAL SERVICES  
CITY ELECTRIC DEPARTMENT  
140 HARVEST ST.**

	COMPLY	
<u>TERM:</u>	YES	NO
The term of this Agreement shall be for a period of one (1) year commencing on January 2, 2013 and ending on January 2, 2014.	<u>  X  </u>	<u>      </u>
Agreement shall renew itself for one (1) year terms from year to year, upon the same terms and conditions set forth herein unless either party notifies the other in writing sixty (60) days prior to the end of the previous term of an intent to terminate, or unless this Agreement has been terminated due to a breach by Contractor	<u>  X  </u>	<u>      </u>
<b><u>SCOPE OF SERVICES:</u></b>		
Contractor will be responsible for all cleaning, janitorial and custodial services at City of Garden City - Electric Department, located at 140 Harvest St.	<u>  X  </u>	<u>      </u>
Contractor agrees to keep clean, according to reasonable and accepted standards, the premises described in the Agreement; PROVIDED, FURTHER, Contractor agrees to provide those services described in <b>Exhibit A</b> attached hereto and incorporated herein by reference	<u>  X  </u>	<u>      </u>
Contractor agrees to perform all of the services set forth in <b>Exhibit A</b> to the satisfaction of City, and failure to do so shall constitute a breach of Agreement and render same subject to immediate termination by City	<u>  X  </u>	<u>      </u>
<b><u>PAYMENT:</u></b>		
In consideration of the services provided by Contractor, City shall pay for the services on a monthly basis	<u>  X  </u>	<u>      </u>
Contractor shall submit a monthly invoice for payment to City	<u>  X  </u>	<u>      </u>
<b><u>MATERIALS:</u></b>		
City shall provide all non-cleaning supplies including but not limited to paper towels, toilet tissue, hand dispenser soap, trash bags, urinal deodorant blocks, and sani-screens	<u>  X  </u>	<u>      </u>
City shall provide a small storeroom for cleaning supplies	<u>  X  </u>	<u>      </u>
Contractor shall provide all of its own required cleaning supplies, materials and equipment	<u>  X  </u>	<u>      </u>
City shall be responsible for changing all light bulbs	<u>  X  </u>	<u>      </u>
<b><u>INDEMNIFICATION:</u></b>		
Contractor does hereby covenant and agree to indemnify and save harmless City, its officials, employees or agents from all fines, suits, claims, demands and actions of any kind of and nature by reason of any and all accidents or injuries to persons or property	<u>  X  </u>	<u>      </u>
Contractor shall at all times be regarded as an independent contractor and shall not at any time act as agent for, or employee of ,City	<u>  X  </u>	<u>      </u>

SPECIFICATIONS  
CUSTODIAL SERVICES  
CITY ELECTRIC DEPARTMENT  
140 HARVEST ST.

---

	COMPLY	
	YES	NO
<b><u>INDEMNIFICATION CONT.:</u></b>		
Without limiting its liability, Contractor agrees to carry and keep in force sufficient personal injury liability and property damage insurance satisfactory in amount to City	<u>  X  </u>	<u>      </u>
Contractor agrees to maintain Workers' Compensation Insurance coverage on all of its employees, agents and those specifically employed by Contractor to provide services to City	<u>  X  </u>	<u>      </u>
<b><u>ASSIGNMENT:</u></b>		
Contractor shall not assign, transfer, sublease, pledge, hypothecate, surrender or otherwise incur or dispose of the Agreement	<u>  X  </u>	<u>      </u>
<b><u>NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES:</u></b>		
Contractor assures that it will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be discriminated against in any employment opportunity with Contract	<u>  X  </u>	<u>      </u>
<b><u>GENERAL COVENANTS</u></b>		
All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by mail,	<u>  X  </u>	<u>      </u>
Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail	<u>  X  </u>	<u>      </u>
Signed 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 subject covered by the Agreement	<u>  X  </u>	<u>      </u>
Agreement may be amended, changed or modified, only upon the written consent of all parties	<u>  X  </u>	<u>      </u>
Agreement shall be binding upon and inure to the benefit of the parties hereto, there respective heirs, personal representatives and permitted assigns	<u>  X  </u>	<u>      </u>
Agreement shall be construed in accordance with the laws of the State of Kansas	<u>  X  </u>	<u>      </u>
<b><u>DEFAULT:</u></b>		
Any waiver or any breach of covenants herein contained to be kept and performed by the Contract shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise	<u>  X  </u>	<u>      </u>

SPECIFICATIONS  
CUSTODIAL SERVICES  
CITY ELECTRIC DEPARTMENT  
140 HARVEST ST.

---

	COMPLY	
	YES	NO
<b><u>DEFAULT CONT.:</u></b>		
Agreement is made upon the express condition that if Contractor fails to comply with the terms of the Agreement, or if Contractor fails or neglects to perform or observe any of Contractors' obligations hereunder, and such failure and neglect shall continue for ten (10) days after written notice to Contractor from City, City at any time thereafter, by written notice to Contractor, may lawfully declare the termination of the Agreement	<u>  X  </u>	<u>      </u>
City shall have the right to remove, at Contractor's expense, any of Contractor's property left remaining in or upon the premises	<u>  X  </u>	<u>      </u>
City shall have the right to pursue all available remedies allowed by law, should Contractor be in default	<u>  X  </u>	<u>      </u>





ELECTRICAL SERVICE DEPT.	FREQUENCY OF SERVICE					COMPLY	
	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY	AS NEEDED	YES	NO

EXTENT OF SERVICE	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY	AS NEEDED	YES	NO
<b>GENERAL, OFFICES &amp; LOBBY AREA</b>						X	
EMPTY WASTEBASKETS	X					X	
DUST ALL EXPOSED FILING CABINETS, CHAIRS, FURNITURE, TABLES, BOOKCASES AND SHELVES	X					X	
SPOT CLEAN DESK TOPS (CLIENT PAPERS ON DESKS, DRAFTING TABLES, FILING CABINETS, ETC ARE NOT TO BE DISTURBED)	X					X	
DUST TELEPHONES	X					X	
DISPOSE OF TRASH						X	
CLEAN GLASS DOORS IN FOYER, LIGHT SWITCHES, ETC.	X					X	
LOW DUST ALL HORIZONTAL SURFACES TO HAND HEIGHT, INCLUDING SILLS, MOLDING, PICTURE FRAMES, HEAT & AIR DUCTS, ETC.	X					X	
CLEAN BLINDS, WINDOWS (INSIDE)					X	X	
WATER PLANTS	X					X	
CLEAN COUNTER AREAS OF FRONT DESK	X					X	
CLEAN MICROWAVE & COFFEE MAKER	X					X	
WIPE COUNTERS & TABLES IN KITCHEN	X					X	
WIPE CABINET FRONTS		X				X	
<b>CARPETS &amp; DOOR MATS</b>	X					X	
VACUUM ALL CARPETED AREAS	X					X	
PREVENTIVE VACUUM CARE	X					X	
INSPECT FOR SPOTS – REMOVE IF POSSIBLE					X	X	
SHAMPOO ALL CARPETED AREA (UPON RECEIPT, FEES FOR CARPET CLEANER RENTAL & SHAMPOO WILL BE REIMBURSED BY THE CITY)			X			X	
SWEEP ENTRY & CLEAN UNDER MATS	X					X	
<b>WALLS &amp; CEILINGS</b>							
REMOVE SPOTS, MARKS, STAINS, ETC					X	X	
HIGH DUST ALL SURFACES				X		X	
<b>BATHROOMS</b>							
CLEAN , SANITIZE AND POLISH ALL FIXTURES, INCLUDING TOILETS, URINALS, HAND BASINS	X	X				X	
CLEAN ALL MIRRORS	X	X				X	
REFILL ALL TOWEL, TISSUE, SOAP DISPENSERS	X	X				X	
SWEEP AND MOP FLOORS	X	X				X	
REMOVE FINGERPRINTS FROM DOORS, FRAMES, LIGHT SWITCHES, HANDLES		X				X	
LOW DUST ALL HORIZONTAL SURFACES TO HAND HEIGHT, INCLUDING SILLS, LEDGES, MOLDING, SHELVES, DUCTS, ETC		X				X	
CLEAN WALL AREAS NEXT TO SINKS		X				X	

ELECTRICAL SERVICE DEPT.	FREQUENCY OF SERVICE					COMPLY	
	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY	AS NEEDED	YES	NO
<b>EXTENT OF SERVICE</b>							
<b><u>WAREHOUSE AREA</u></b>							
VACUUM MATS NEAR DOOR & VENDING AREA	X					X	
DUMP TRASH	X					X	
WIPE COUNTER BY VENDING MACHINE	X					X	
CLEAN WATER FOUNTAIN & ICE MAKER	X					X	
FILL TOWEL ROLL DISPENSERS	X					X	
<b><u>SECURITY</u></b>							
LEAVE NOTICE OF ANY IRREGULARITIES	X					X	
TURN OFF LIGHTS	X					X	
LOCK ALL DOORS AND WINDOWS	X					X	
CLIENT TO PROVIDE NECESSARY KEYS					X	X	

ALL CLEANING SUPPLIES AND MATERIAL, EXCEPT FOR CLEANING RAGS, SHALL BE SUPPLIED BY THE CITY OF GARDEN CITY.

CONTRACTOR IS RESPONSIBLE FOR WEEKLY CLEANLINESS OF OFFICE SPACE AND DESIGNATED SHOP AREA INSIDE THE BUILDING.

# Other Entities Minutes



**City of Garden City  
Cultural Relations Board Meeting  
July 12, 2012**

Present: Mary Rogers, Danny Andrade, Chairperson Debra Bolton, Frederick Elad, Liz Sabandith, and Wendy Palmer

Excused: Abdulkadir Mohamed and Vice Chair Muna Ibrahim

Staff: Michelle Stegman

Guests: None

**CITY COMMISSION**

DAVID D. CRASE,  
Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

**I. Call the Meeting to Order**

Chairperson Debra Bolton began the meeting at 5:15 pm. The following items were added to the agenda by Verna Weber and Michelle Stegman: Newcomer's Guide, squirrels at the cemetery and Fall Fest cuisine booth sponsorships.

**II. Presentation**

Debra Bolton, Ph.D. C.F.L.E, Extension Specialist, Kansas State University Research and Extension gave a preliminary report on the Community Assets project. It was designed to understand the health and social needs of the community. 464 completed the survey that was translated into 4 languages. Shannon Dick will begin running statistics on the results.

**III. Approval of Minutes**

Verna Weber asked for a motion to approve the June 2012 minutes. Mary Rogers motioned first with a second from Liz Sabandith. Minutes were approved.

**IV. New Business**

**A. How Does Your Garden Grow...Your Community That is!"**

Verna Weber and Michelle Stegman both watched the webinar on community gardens. Possible gardens are in the works at East Garden Village and the Presbyterian Church. Grants are available through the Kansas Health Foundation to encourage healthy communities.

**B. Hunting Squirrels at the Cemetery**

Kelly Stevenson, Cemetery Sexton has reported that squirrels are being hunted and killed at Valley View Cemetery and has requested assistance. Michelle contacted Captain Dave Smith with GCPD who indicated there have been several reports made his department. GCPD is making extra afternoon patrols. Michelle has visited with leaders from the new populations about the issue and related ordinances. Debra Bolton suggested partnering with Wildlife and Parks and creating a flyer that also contains City ordinances and state laws. There is a hunting season for squirrels.

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
620.276.1160  
FAX 620.276.1169  
[www.garden-city.org](http://www.garden-city.org)



**CITY COMMISSION**

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**C. Newcomer's Guide**

Verna Weber reported that The Center for Children and Families intern Abdi Shafat has completed 4 chapters of the Newcomer's Guide formally known as the Immigrant Guide. The guide encompasses information on driver's licenses, transportation, housing and education. Abdi has translated all chapters into Somali. Other possible languages for translation are English, Spanish, Burmese and Karen. When the guide is complete, she may request sponsorship from the Cultural Relations Board.

**D. Fall Fest Cuisine Booth Sponsorship**

Michelle mentioned that she would be receiving information about the Fall Fest event very soon. It's scheduled for September 15<sup>th</sup>. She asked if the board wanted to sponsor booths this year. Last year the board agreed to sponsor 6 and one didn't show up. The board all agreed to sponsor 6 booths again. She encouraged everyone to help with the recruiting and asked for volunteers to help set up and tear down that morning.

**V. Old Business**

**A. 2012 Diversity Breakfast**

Michelle shared two draft flyers with the board. The board made recommendations to revise the language and selected the Zebra style flyer. The flyer will be sent out to the Cultural Relations Board and community.

**VI. Financial Report**

There was no financial report to review.

**VII. Adjournment**

Chair Debra Bolton adjourned the meeting at 6:40 pm.

**Garden City Recreation Commission  
Minutes  
Monday, November 26, 2012**

**I. Call Meeting to Order**

Chairperson Greg Hands call the meeting to order at 5:16 pm. GCRC Board Members present were David DuVall, Maria Hardwick and Anna Urrutia. GCRC Staff present were Superintendent John Washington, Assistance Superintendent Donna Gerstner and Finance Director Terri Hahn.

**II. Approval of Agenda**

Motion by Maria Hardwick to approve the revised agenda, seconded by Anna Urrutia. Motion carried with all in favor.

**III. Consent Agenda**

**The following shall stand approved and accepted as presented unless action is taken to remove an item from the consent agenda.**

- **Minutes of Regular Meeting October 29, 2012**
- **Financial Reports for October 2012**
- **Staff Reports for November 2012**
- **Participation Reports**

Motion by Maria Hardwick to approve the consent agenda, seconded by Anna Urrutia. Motion carried with all in favor.

**IV. Superintendents Report**

- **2012-board/Staff Kick Off Dinner. (January 12, 2013) Additional information to follow.-** Invitations will be going out. Please get with Rita on how many can attend.
- **Big Pool Spray ground Delay** – delay is due to the pump being designed and built in Australia. Deliver sometime this week. Testing will be in April or May.
- **Recreation Board Member (Greg Hands 2009-2013) visit about renewal or replacement** – Please get with John if you would like to stay on or be replaced.
- **2012 Santa Christmas Carnival (December 1 & 2) 1pm -6pm.** – congrat from Donna on being the first time all Board Members have volunteer to help with Santa's.
- **Interlocal Agreement Between GCRC, GCCC, USD 457 and City of Garden City** – working on revising the Tangeman Complex agreement with GCCC, USD 457 and City of Garden City.
- **Recreation Commission Logo** – working with staff on new logo for The Rec. Something what will go with health, fitness, etc., overall recreation.

**V. New Business**

- a. **Each year the Recreation Commission shall designate the official depository for the next fiscal year. The Superintendent is asking for approval in keeping Commerce Bank as our 2013 Official Depository.** – Motion by David DuVall to continue with Commerce Bank as our 2013 Official Depository, seconded by Maria Urrutia. Motion carried with all in favor.
- b. **Approval of the 2013 Recreation Commission Meeting Calendar.** – John will get back later with the 2013 Recreation Commission Meeting Calendar.

- c. **Staff is seeking approval for the purchase of a 90 gallon tank capacity Sprayer Unit. Includes a John Deere Gator TH 6x4 gas, 150" boom, boom less nozzle and aquatic elec. Diaphragm pump. Purchase price of \$9,203.47, Rec's amount \$4,601.74. City of Garden City will be billed for the other half of the equipment.** – Motion by Maria Hardwick to approve the purchase of a 90 gallon tank capacity sprayer unit for \$9,203.47 from American Implement. The motion was seconded by Anna Urrutia. Motion carried with all in favor.
- d. **Mr. Washington is seeking reimbursements in the amounts of \$188.50 and \$199.71 for items purchased for recreational usage. Total amount of the request is for \$388.21.** – Motion by Maria Hardwick to approve the reimbursement of \$388.21 to John Washington for items purchased, seconded by David DuVall. Motion carried with all in favor.
- e. **Approval of the 2012/13 Performance Wage Scale.** – Motion by Maria Hardwick to approve the 2012/13 Performance Wage Scale, seconded by Anna Urrutia. Motion carried with all in favor.
- f. **Superintendent is asking for approval for Extra Pay (Policy 5.8.1) for the attached employees in an approved amount to be discussed.** – John has budgeted \$5,000 for the Extra Pay Policy 5.8.1. The total will be \$4,750 for 19 employees at \$250.00. Motion by Maria Hardwick to approve for Extra Pay Policy 5.8.1 for 19 employees at \$250.00 each totaling \$4,750.00. The motion was seconded by David DuVall. Motion carried with all in favor.

**VI. Old Business**

- VII. Executive Session-Recreation Board will go into executive session at 5:50 p.m. for the purpose of discussing Superintendents Evaluation for 2012. The Recreation Board will reconvene into open session at 6:30 p.m.-** Motion by David DuVall to go into executive session for 20 minutes to discuss Superintendents Evaluation for 2012, seconded by Anna Urrutia. Motion carried with all in favor.  
Went into executive session at 6:00 pm.

Out of executive session at 6:16pm.

No action taken.

**Garden City Recreation Commission Questions and Comments**

**VIII. Adjournment**

Motion by Maria Hardwick to adjourn. Seconded by Anna Urrutia. Meeting adjourned at 6:18pm.

Terri Hahn  
Secretary

Approved December 19, 2012



# GARDEN CITY RECREATION

## REVISED AGENDA - Garden City Recreation

Regular Meeting

December 19, 2012 @ 5:15pm

Garden City Recreation Center, 310 N. 6<sup>th</sup> Street

---

**I. Call Meeting To Order**

**II. Approval of Agenda**

**III. Consent Agenda**

The following shall stand approved and/or accepted as presented unless action is taken to remove an item from the consent agenda.

- Minutes of Regular Meeting November 26, 2012
- Financial Reports for November 2012
- Staff Reports for December 2012
- Participation Reports

**IV. Superintendents Report**

- RSVP for the 2013-Board/Staff Dinner - Due January 4, 2013.
- Sprayground Update
- 2012 Santa Christmas Carnival
- Building will be closed on Christmas Eve & Day, New Year Eve & New Year's Day...

**V. New Business**

- a. Staff is seeking approval for the 2013 Pay for Performance Scale.
- b. Approval of the 2013 Recreation Commission Meeting Calendar.
- c. Wellness Director is seeking approval for replace bikes for the Wellness Center. Staff is available for discussion.
- d. Recreation Boards recommendation for replacement to the City Commission for Board Member Greg Hands ending his term effective February 2013.
- e. Recreation Specialist Joan Scherman is presenting the bid for our 2013 Brochure.
- f. Brian Seagraves, Arts & Theatre Director will be present to discuss the RFP for the State Theatre Proposal.

**VI. Old Business**

- VII. Executive Session** — **(Applies only if requested by Staff or a Board Member)** Recreation Board will go into executive session at \_\_\_\_p.m., for the purpose of discussing personnel and/or real property. The Recreation Board will reconvene into open session at \_\_\_\_p.m.

GARDEN CITY RECREATION COMMISSION QUESTIONS & COMMENTS

**VIII. ADJOURNMENT**

*Next Meeting*

*January 21, 2013*

*Activity Center @ 5:15pm*

*310 N. 6<sup>th</sup> Street, Classroom 1*