

**AGENDA**  
**CITY COMMISSION MEETING**  
Tuesday, June 4, 2013  
1:00 P.M.  
**(Amended 06/03/13)**

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., located in the large meeting room at the City Administrative Center for a Joint Meeting with the Planning Commission to review planning efforts. Administrative staff will be present and the pre-meeting is open to the public.**
- II. **REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. **APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. **PUBLIC COMMENT    Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
  - A. Barrett Patel, on behalf of his hotel and other hoteliers, request to address the Governing Body regarding local clean air laws as they relate to the operation of their businesses.
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
  - A. Jimmy Deal, Leave A Legacy Foundation, requests Governing Body consideration and approval to waive the sign ordinance to allow for the group to sell yard signs for a donation.
  - B. Don Harness, Finney County Preservation Alliance, pursuant to Code Section 6-35, requests Governing Body consideration and approval to sell beer and other cereal malt beverages under a temporary CMB license, on public property, at Stevens Park on September 21, 2013. The request also includes use of Stevens Park and a noise waiver from 7 p.m. – 11:00 p.m. on September 21, 2013.
- VII. **REPORT OF THE CITY MANAGER.**
  - A. The City has received correspondence from Cox Communication regarding price adjustment changes.
  - B. The City has received the April franchise payment from AT&T in the amount of \$6,039.29 and the 1<sup>st</sup> quarter franchise payment from Cox Communications in the amount of \$57,520.21.
  - C. KDOT has approved the City to let KDOT contracts locally and not through Topeka. Projects like the widening project on Kansas Avenue from Main Street to Third Street, will be administered by the City. Garden City joins five cities in Johnson County and the City of Wichita with this distinction.
  - D. The Planning Commission approval of the 2013/2014 Capital Improvement Plan.

E. Staff has provided the following item of information for Governing Body review including the following: from Finance Director Hitz the monthly City and County sales tax report.

F. Meetings of note:

- ✓ June 3-10, 2013 – The Commemorative Air Force B-17 Tour Stop at Garden City Regional Airport. The B-17 will arrive at noon on June 3<sup>rd</sup> and will be on display from 9:00 a.m. – 6:00 p.m. through June 9<sup>th</sup>. The B-17 will depart on June 10<sup>th</sup> at noon. Free Admission to view the aircraft, \$5 for interior tours, \$425 for a ride in the aft and \$850 for a ride in the nose.
- ✓ June 8, 2013 – BED Chuck Wagons Breakfast, 6:30 a.m. – 9:30 a.m. at Stevens Park
- ✓ June 8, 2013 – BED Parade, 10:30 a.m.
- ✓ June 8, 2013 – BED Chuck Wagons in the Park, 11:30 a.m. at Stevens Park
- ✓ June 10, 2013 – Blues at the Zoo, 7:00 p.m. at LRZ
- ✓ June 14, 2013 – Chamber Golf Tournament at Buffalo Dunes 1:00 p.m.
- ✓ June 22, 2013 – Global Bazaar, 8:00 a.m. – 4:00 p.m. at LRZ (west side)
- ✓ July 24 – 28, 2013 – Finney County Fair
- ✓ July 30, 2013 – Town Hall meeting
- ✓ August 1, 2013 – Chamber Annual Banquet at Garden City High School at 6:00 p.m.
- ✓ August 7 – 11, 2013 – Southwest Kansas Pro Am
- ✓ August 8, 2013 – SHRM of SWKS – 5<sup>th</sup> Annual HR Workshop, 8:00 a.m. – 4:00 p.m.
- ✓ August 24 – 25, 2013 – Tumbleweed Festival
- ✓ September 14, 2013 – 87<sup>th</sup> Garden City Community Mexican Fiesta for 2013
- ✓ September 21, 2013 – FallFest 2013 featuring Art in the Park, Knights of Columbus’ OktoberFest, Doxie Derby & Nasduck 500 Duck Races – 8:30 a.m. to 3:00 p.m.
- ✓ September 21, 2013 – Chamber’s “Fire and Ice” Wine Tasting – 7:00 p.m.
- ✓ October 10, 2013 – Cultural Relations 2013 Diversity Dinner

### **VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.**

A. Appropriation Ordinance No. 2341-2013A.

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

A. Nora A. Brown owns the property at 301 N. Eleventh Street and requests partial vacation of the northerly 10.0 feet of Chestnut adjacent to her property.

1. Ordinance No. \_\_\_\_\_ - 2013, an ordinance vacating a portion of Chestnut Street, lying south of Lot 10, Block 5, Jones Addition, all in the City of Garden City, Finney County, Kansas.

B. Bible Christian church requests annexation of a 31.55 acre tract on the west side of Campus Drive, south of the Trails apartment complex.

1. Ordinance No. \_\_\_\_\_ - 2013, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A. 12-520(a)(7).

### **X. OLD BUSINESS.**

A. None at this writing.

## **XI. NEW BUSINESS.**

A. Governing Body consideration and approval for a development agreement between the City of Garden City, Kansas and Stuart Johnson for a water line extension.

B. Governing Body consideration and approval of the amended plat of the Pioneer Road Estates Subdivision.

C. The City Commission is asked to consider the purchase of Sungard OneSolution Municipal Court software system to improve the department's ability to track cases and provide detailed reporting.

D. City Manager Allen will discuss the following items related to the 2014 Proposed Budget:

1. Review of General Fund Revenue and General Fund Administrative divisions.

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

1. Governing Body consideration and approval of acceptance of bids received May 22, 2013 for the Snow Removal Equipment Building, Runway Guard Lights and Hold Sign Improvements at Garden City Regional Airport and authorization for the City Manager to execute the FAA Grant Application and the Mayor and City Clerk to execute the contracts.

2. Governing Body consideration and approval of a Landlord's Waiver from the City of Garden City, Kansas to PNC Bank, National Association.

3. Governing Body consideration and approval of an Estoppel Certificate from the City of Garden City, Kansas to PNC Bank, National Association.

4. Governing Body consideration and approval of a lease agreement between the City of Garden City, Kansas and American Airlines, Inc.

5. Governing Body acceptance of bids received on May 20, 2013 for the 2013 Underground Electric Projects and authorization for the Mayor and City Clerk to execute the contract with Dick Construction.

6. Governing Body acceptance of utility easements related to the Lareu Road project south of Schulman Avenue from Mosaic Housing, Corporation, XX – Garden City and Mosaic.

7. Governing Body consideration and acceptance of bids received May 30, 2013 for the 2013 Street Improvements Project and authorization for the Mayor and City Clerk to execute the contracts.

8. Governing Body consideration and approval of bids received on May 16, 2013 for the purchase of the control building for substation #10.
9. Governing Body consideration and approval of bids received on May 21, 2013 for the purchase of 35kV and 15kV primary cable required for the feeder get-away from Substation #10.
10. Governing Body consideration and approval of bids received on May 9, 2013 for the purchase of necessary 35KV switchgear for the Substation #10.

11. Licenses:

**(2013 New)**

- a) Quality Max Heating & Cooling.....Class D-M Mechanical
- b) I.M.A.C. & Heating.....Class D-M Mechanical
- c) K-Designers..... Class E-SOC Specialized Other
- d) Green 365..... Class E-SOC Specialized Other
- e) PPP Roofing, Inc. .... Class D-R Roofing

F. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship.

**XII. CITY COMMISSION REPORTS.**

A. Mayor Fankhauser

B. Commissioner Law

C. Commissioner Cessna

D. Commissioner Dale

E. Commissioner Doll

**XIII. ADJOURN.**

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

City of Garden City

May 21, 2013

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, May 21, 2013 with all members present. Commissioner Doll opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Commissioner Cessna moved to approve the minutes of the last meeting with one correction to the numbering of Resolution 2526-2013. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Superintendent of Public Grounds Geier introduced Megan Cady, a 5th grade student from Charles O. Stones Intermediate Center who won the local Arbor Day poster contest. Her work also received top honors for Southwest Kansas and was recognized by the Southwest Kansas Forest Service at the Tree City U.S.A. awards ceremony in Derby, Kansas.

Shea Sinclair, Executive Director of the Western Kansas Community Foundation, on behalf of the NIP Grant / Scholarship Committee along with GCPD Detective Clint Brock, awarded \$500 scholarships to recipients. The following Seniors were named as recipients: Erfren Fraye, Isaira Hernandez, Trento Nevola, Victoria Newell, Dylan Patel, Yetzubelli Rangel, Victoria Sanchez and Michael Wadel.

Commissioner Cessna moved to approve and allow the Mayor to proclaim May 25, 2013 as National Missing Children's Day. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve and allow the Mayor to proclaim May 21, 2013 as Lieutenant Randy Pratt Day. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

City Manager Allen reported that the Kansas Housing Resources Corporation has awarded 2014 tax credits for Phase 2 of the Reserves At Prairie Ridge.

The Garden City Regional Airport Passenger Facility Charge (PFC) application process is underway. The airport hosted the airline consultation meeting on May 13, 2013 and final comments are due on June 17, 2013. No comments have been submitted at this time.

Staff provided several items of information for Governing Body review including the following: from Director of Aviation Powell the monthly enplanement report, from Finance Director Hitz the monthly financial reports, from Communications Specialist Freburg the monthly Communications report, from Community Development Director Kentner the monthly building report for city and county, from Police Chief Hawkins the monthly activity report, from Assistant City Engineer Mestdagh the construction status report, and from Director of Public Works Curran the CIP schedule and monthly City Link ridership report.

Meetings of note:

- ✓ May 31 – June 9, 2013 – Beef Empire Days – “Beef....The Taste of Tradition!”
- ✓ June 8, 2013 – BED Chuck Wagons Breakfast, 6:30 a.m. – 9:30 a.m. at Stevens Park
- ✓ June 8, 2013 – BED Parade, 10:30 a.m.
- ✓ June 8, 2013 – BED Chuck Wagons in the Park, 11:30 a.m. at Stevens Park
- ✓ June 10, 2013 – Blues at the Zoo, 7:00 p.m. at LRZ
- ✓ June 22, 2013 – Global Bazaar, 8:00 a.m. – 4:00 p.m. at LRZ (west side)
- ✓ July 24 – 28, 2013 – Finney County Fair
- ✓ August 7 – 11, 2013 – Southwest Kansas Pro Am
- ✓ August 8, 2013 – SHRM of SWKS – 5<sup>th</sup> Annual HR Workshop, 8:00 a.m. – 4:00 p.m.
- ✓ August 24 – 25, 2013 – Tumbleweed Festival
- ✓ September 14, 2013 – 87<sup>th</sup> Garden City Community Mexican Fiesta for 2013
- ✓ September 21, 2013 – FallFest 2013 featuring Art in the Park, Knights of Columbus’ OktoberFest, Doxie Derby & Nasduck 500 Duck Races – 8:30 a.m. to 3:00 p.m.
- ✓ October 10, 2013 – Cultural Relations 2013 Diversity Dinner

Commissioner Fankhauser moved to approve a waiver of the fireworks ordinance with approval from Fire Chief Shelton for the Western Kansas Broadcast Center on May 31, 2013 for a concert at the Finney County Fairgrounds. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Appropriation Ordinance No. 2340-2013A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$ 2,062,536.16,” was read and considered section by section. Commissioner Doll moved to approve and pass Appropriation Ordinance No. 2340-2013A. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2527-2013, “A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING,” (Chappel Heights Phase I) was read and and considered section by section. Commissioner Cessna moved to approve Resolution No. 2527-2013. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

McMillan Plumbing, Electrical and Mechanical own the property at 404 W. Thompson Street. They have requested partial vacation of the south 10.0 feet of Thompson Street adjacent to their property.

Ordinance No. 2597-2013, “2013 AN ORDINANCE VACATING A PORTION OF THOMPSON STREET, LYING NORTH OF LOT 1, BLOCK 41, HOLMES THIRD ADDITION, ALL IN THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS,” (Chappel Heights Subdivision), was read and and considered section by section. Commissioner Law moved to approve Ordinance No. 2597-2013. Mayor Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2598-2013, “AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; AMENDING THE ZONING REGULATION SECTION 24.020; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION SECTION 24.020; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS,” (regarding permanent parking requirements) was read and and considered section by section. Mayor Fankhauser moved to approve Ordinance No. 2598-2013. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

At 2:00 p.m., Mayor Fankhauser opened the public hearing for the purpose of the Governing Body hearing and answering concerns, questions and/or objects of taxpayers relating to Special Assessments being levied this year. The projects include construction of Taylor Avenue, from Fulton Street south approximately 310 feet, construction of A Street, from Hamline Street south to the north line of the Drainage Ditch, construction of street improvements on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500 feet, and construction of a water main and related appurtenances on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500 feet.

Mr. Jesse Arteaga, addressed the Governing Body regarding the property at 712 W. Fulton Street and his concerns.

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

Ordinance No. 2596-2013, “AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, LEVYING SPECIAL ASSESSMENT TAXES ON CERTAIN REAL PROPERTIES FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF INTERNAL IMPROVEMENTS BENEFITING SUCH PROPERTY; PROVIDING FOR GIVING NOTICE OF THE SPECIAL ASSESSMENT TAXES; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENT TAXES,” was read and and considered section by section. Commissioner Law moved to approve Ordinance No. 2596-2013. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

At 2:07 p.m., Mayor Fankhauser opened the public hearing relating to 705 Taylor Avenue, at which the owner, owner's agent, any lienholder of record and any occupant of the structure may appear and show cause why the structure should not be condemned and ordered repaired, or demolished and removed, pursuant to Section 18-80 ET SEQ. of the Code of Ordinances of the City of Garden City, Kansas.

Ms. Emma Curnette, tenant at 705 Taylor Avenue, and Mr. Steve Burgess, property owner, addressed the Governing Body and stated they would like to get the property cleaned and repaired, so that Ms. Curnette can reside at the property.

Following the testimony of Ms. Curnette and Mr. Burgess, the Mayor closed the public hearing. The Governing Body, upon the motion of Commissioner Law and a second by Commissioner Cessna, voted to approve an order setting forth what needs to be done to repair, clean up or demolish the property, and the consequences of material noncompliance with the order, and further, setting the matter for a public hearing on July 2, 2013 at 2:30 p.m., to determine compliance with the order and whether further orders need to be issued consistent with the Code of Ordinances.

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Finance Director Hitz was present to discuss the following items:

1. Review tax funds– Recreation Commission (#25), Bond & Interest (#40), Airport (#60), Airport Improvement (#61).Review of Enterprise & Support Funds—Electric Utility (#68), Utility Deposit (#69), Water & Wastewater Utility (#80), Wastewater Repair & Replacement (#81), and Water Maintenance Reserve (#82).

The Governing Body was asked to consider and approve several items related to a commercial development, including a hotel, restaurant and indoor waterpark, and redeveloping the property south of Schulman and east of US-50 and 50/83/400, formerly used by the Fun Center and C & D World of Wheels.

Amro Samy, Reynaldo Mesa and Evan Fitz were present to discuss and answer any questions regarding the plans for redevelopment at this location.

Commissioner Cessna moved to approve a Memorandum of Understanding between the City of Garden City, Kansas and Stone Development, Inc. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2528-2013, “A RESOLUTION STATING THE INTENT OF THE CITY OF GARDEN CITY, KANSAS TO CONSIDER CREATION OF A REDEVELOPMENT DISTRICT, APPROVE A REDEVELOPMENT PLAN FOR THE DISTRICT AND PROVIDING FOR NOTICE OF A PUBLIC HEARING ON SUCH MATTERS”, was read and and considered section by section. Commissioner Cessna moved to approve Resolution No. 2528-2013. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved to approve the following:

1. Governing Body consideration and acceptance of bids received April 4, 2013 for the purchase of Evidence/Asset Bar Coding Systems and authorized the Mayor and City Clerk to execute the contract with FileOnQ, Inc.
2. Governing Body consideration and approval for assistance to the Friends of Garden City Arts, with the installation of the “Wind Fire” sculpture, as agreed by the scope of work to be determined by the City Commission.
3. Governing Body approval and authorization for the Mayor to sign the proposed Waste Transportation and Disposal Agreement from Clean Harbors Environmental Services.
4. Governing Body consideration and approval of an amendment to a lease agreement between the City of Garden City, Kansas and Sherif Dullovi.
5. Permission for Stacy Oberheim to reserve Space 2, Lot 60, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
6. Licenses:

**(2013 New)**

- a) Roc Service Company, LLC.....Class A General
- b) Ron Warren Construction, Inc.....Class A General
- c) Dondlinger & Sons Construction, Inc.....Class A General

- d) Wiebe Construction ..... Class B General
- e) M.G. McGraw’s Tree & Lawn. .... Class E-SOC Specialized Other
- f) Weatherly Electric, LLC ..... Class D-E Electrical

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Fankhauser moved to change the date set for public hearing set out in Resolution 2528-2013 for July 2, 2013 at 1:30 p.m. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve and authorize Chief Hawkins and staff to apply for the Justice Assistance grant program for an additional School Resource Office at Horace Good Middle School. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

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Dan Fankhauser, Mayor

ATTEST:

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Celyn N. Hurtado, City Clerk

**City Commission Reports**

Commissioner Doll thanked staff for all their hard work.

Mayor Fankhauser thanked Commissioner Cessna for attending the ribbon cutting for the bypass. Mayor Fankhauser reminded everyone of the wood cutting at Menards on Tuesday, May 28, 2013 at 5:30 p.m. Mayor Fankhauser passed out a card with a “words of wisdom” quote and announced he will give out quotes at every meeting.

Commissioner Law thanked and congratulated Megan Cady on her success with the Arbor Day poster and stated Garden City has some great artists and should be proud. Commissioner Law congratulated the NIP program and stated they are probably one of the programs that gets talked about the least, but is one of the greatest programs. Commissioner Law stated that the Western Kansas Community Foundation is another gem in the community and thanked them for their work. Commissioner Law congratulated Fire Lieutenant Randy Pratt on his retirement and appreciates his service.

Commissioner Cessna thanked Megan Cady and stated it also shines a light on Garden City and the Arbor Day program. Commissioner Cessna congratulated the NIP students and stated the program has helped to transform community/student involvement. Commissioner Cessna congratulated Randy Pratt on his retirement.

Commissioner Dale congratulated Megan Cady and stated it was good to see young kids get involved. Commissioner Dale stated he has been impressed with all that NIP has done. Commissioner Dale congratulated both the students and Detective Brock. Commissioner Dale feels that Detective Brock has taken a personal involvement in this program, and clearly does not treat it as “another assignment”. Commissioner Dale stated there are great kids in the community and also great employees. Commissioner Dale congratulated Randy Pratt on his service and stated that he was always willing to help and has been a great leader.

# Petitions



May 6, 2013

To: City of Garden City  
Attn: Celyn Hurtado – City Clerk

From: Leave a Legacy Foundation  
Jimmy Deal – Race Director/ Secretary

Re: Waiver of signage ordinance

Ms. Hurtado,

The purpose of this letter is to formally request a waiver of the city ordinance restricting the display of signage on private property. The Leave a Legacy Foundation is hoping to sell 18” x 24” yard signs to supporters of our event. These signs will be placed in yards and storefronts of local supporters for a fee. The signs would be placed no earlier than Saturday, August 31<sup>st</sup> and will be removed no later than Sunday, October 13<sup>th</sup>, 2013. I have already submitted and received an approval for the Legacy 10k and Spirit 5k road races that will be held on October 5<sup>th</sup>, 2013. These signs will allow donors to show their support for the mission of the Leave a Legacy Foundation, which is to strengthen cancer-fighting resources in Southwest Kansas and to honor those who have battled or are currently fighting cancer. These signs will also help to promote our event. I will attach an example of how these signs might look. Please let me know if you have any questions.

The Leave a Legacy Foundation greatly appreciates the amazing support the City of Garden City has always provided our organization. I look forward to hearing from you on this matter and welcome any concerns you may have.

Sincerely,

Jimmy Deal  
Race Director/Secretary

Leave a Legacy Foundation is officially recognized by the Internal Revenue Service as having 501(c) (3) status.





# **Leave a Legacy Foundation**

**[www.whodoyourunfor.org](http://www.whodoyourunfor.org)**

# **I RUN FOR**

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**1st Saturday in October**

**Garden City, KS**

## Celyn Hurtado

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**From:** Don Harness <donharness@sbcglobal.net>  
**Sent:** Friday, May 24, 2013 7:57 AM  
**To:** Celyn Hurtado  
**Subject:** Windsor Concert

Dear Celyn,

Could you put me the Finney County Preservation Alliance on the agenda for next commission meeting? I'm seeking use of the Stevens Park to put on a benefit concert featuring Asleep at the Wheel from 7-11p.m. September 21, 2013, in conjunction with Fallfest. I have spoken to Sam and Alan. So, I need a noise ordinance, permission to have beer and wine sales at event. Let me know what you need.

Thanks,

Don Harness

President

Finney County Preservation Alliance

P.O. Box 97

Garden City, Kansas 67846

620-275-4340

**Project “Razing the Roof” is a concert fundraiser for the 501c3 Finney County Preservation Alliance. The September 21, 2013 event will include world famous kings of Texas swing “Asleep at the Wheel”, libations, food and auction of salvaged Windsor Hotel fixtures and commemorative benches and picture frames with tintype of Windsor will be sold. The event is to help raise additional cash match for the stabilization of the Windsor by use of the awarded Federal Transportation Enhancement grant. The FCPA is requesting to be allowed to sell beer and wine. Event and liquor liability insurance will be secured. Requested site of the concert is in the Band Shell in the one block City owned Steven's Park in Garden City, Kansas.**

**<http://www.garden-city.org/index.aspx?NID=229>. The area will be cordoned off with fence and ticket holders will have bracelets indicative of their status. The private professional Picazo Security Company of Garden City, Kansas will be providing 15 men to oversee the event and the City of Garden City will have normal safety police patrols. The event will run from 7-11p.m.**

# Report of the City Manager



901 S. George Washington Blvd.  
 Wichita, Kansas 67211  
 316.260.7000 tel  
 www.cox.com

Tuesday, June 14, 2013

Mr. Matt Allen  
 City Manager  
 301 N. 8th St.  
 Garden City, KS 67846

Dear Mr. Allen,

In order to enhance our services, maximize network capacity and add additional HD channels, on Tuesday, June 18, 2013 Cox will migrate forty (40) additional channels to the Switched Digital Video (SDV) platform. SDV technology requires customers to use a device capable of two-way communication in order to access the "switched" channels.

As of Tuesday, June 18, 2013, current customers who use devices that do not offer two-way communication capabilities will need to take additional steps in order to view switched programming. Customers using one of the following compatible devices with a Tuning Adapter will allow them to continue receiving all of the existing channels: TiVo (Series 3, TiVo HD and HD XL, TiVo Premiere, Premiere XL and Premiere Elite), Moxi HD DVR, Windows Media Center OCCUR, Ceton InfiniTV-4, InfiniTV-6, or HD HomeRun Prime. Tuning Adapters will be available free of charge at your local Cox Cable store on or after May 23, 2013. If the device is not listed above, Cox can offer customers for lease a digital or high-definition receiver to enable continued access to the switched channels listed below as well as other two-way services including On DEMAND and the Interactive Program Guide. Cox is pleased to offer the receiver for the same price as a CableCARD for 12 months at \$1.99 a month.

The 40 additional channels that will be delivered via SDV, effective on or after Tuesday, June 18, 2013 are:

CornerStore TV	Daystar	FEARnet	WE TV	UniMás	TV One
PAC-12	Oxygen	mtvU	Video Rola	Centric	SBTN
Bandamax	Go!TV	Ritmoson Latino	TBN Enlace	TeleHit	TV Chile
Nat Geo WILD	Sportsman Channel	Outdoor Channel	De Película	De Película Clásico	NHL Network
FOX College Sports Central	CBS Sports Network	The Filipino Channel	Gospel Music Channel	Great American Country	Pay-Per-View Preview
TR3S: MTV Música y Más	FOX College Sports Atlantic	Fox College Sports Pacific	ESPN Goal Line/ESPN Buzzer Beater	ESPN Sports Pay-Per-View Channels (6)	

We are truly grateful for the opportunity to serve your community. If you have any questions regarding these changes, please contact me at (785) 215-6720 or [coleen.jennison@cox.com](mailto:coleen.jennison@cox.com).

Best Regards,

Coleen Jennison  
 Government Affairs Director  
 Cox Communications



In harmony with the Cox Conserves eco-friendly program, we are proud to print on Forest Stewardship Council-certified paper.

**KS**

**Kansas, Garden City Municipal Fee (AT&T)**

**Reporting Period:** April 1, 2013 to April 30, 2013

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:** 05/15/2013

Total Fee Due:	<b>\$6,039.29</b>
Adjustments:	<b>\$0.00</b>
Uncollectibles:	<b>\$0.00</b>
Admin Fees:	<b>\$0.00</b>

**Remit To:**

Net Fee Amount to be Remitted: **\$6,039.29**

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

**Tax Payer:**



5/12/2013

Steven Shashack, Assistant Vice President - Tax

**Date**

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

**Tax Preparer:**



5/12/2013

Jade Wade, Manager

**Date**

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

COX COMMUNICATIONS, INC.  
1400 LAKE HEARN DRIVE, NE  
ATLANTA, GA 30319



Return Service Requested

001498 R3K5T1A  
CITY OF GARDEN CITY - FRANCHISE  
301 N 8TH  
GARDEN CITY KS 67846-5340

Check Date: 05/10/2013  
Vendor Number: 13037



Invoice Number	Invoice Date	Voucher Number	P.O. Number	Reference	Gross Amount	Adjustment		Net Amount
						Amount	R	
FF09APR1327057	03/31/13	COX		1Q 2013 FRANCHISE FEES	\$57,520.21			\$57,520.21
					\$57,520.21	\$0.00		\$57,520.21



R3K5T130 001498 130153537151 NNNNNN NNNNNN NNNNNNNN 000001

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Mike King, Secretary  
Ronald J. Seitz, P.E., Chief



Phone: 785-296-3861  
Fax: 785-296-2079  
Hearing Impaired - 711  
publicinfo@ksdot.org  
<http://www.ksdot.org>

Sam Brownback, Governor

May 22, 2013

Mr. Steven Cottrell, P.E.  
City Engineer  
301 N. 8<sup>th</sup> Street  
Garden City, KS 67846

Dear Mr. Cottrell:

Thank you for submitting your updated manual, "Project Development Manual for Non-National Highway System Road & Street Projects". KDOT Bureau of Local Projects staff in cooperation with the Kansas Division of FHWA have reviewed the manual and provided comments. The file is attached.

These comments are minor in nature and we ask that you review and make changes in your manual as appropriate. Upon incorporation of these adjustments, the "Project Development Manual for Non-National Highway System Road & Street Projects" is approved and the City is certified to proceed with administration of State or federally funded projects within the city on routes that are off the National Highway System.

If you have any questions, please do not hesitate to contact us. Questions may be directed to Ed Thornton at (785) 296-0415 or [edwardt@ksdot.org](mailto:edwardt@ksdot.org). Again, we would like to thank you for your cooperation and effort in completing this certification.

Sincerely,

A handwritten signature in black ink, appearing to read "R. J. Seitz". The signature is fluid and cursive.

Ronald J. Seitz, P.E., Chief  
Bureau of Local Projects

c: James R. Simerl, P.E., Engineering Services Team Leader, Kansas Division of FHWA  
Jim L. Kowach, P.E., Director, Division of Engineering and Design, KDOT  
file



# Memo

To: Matt Allen and City Commission  
From: Kaleb Kentner  
CC: File  
Date: 5/30/2013  
Re: Planning Commission Approval of the 2013/2014 Capital Improvement Plan

---

**ISSUE:** The Planning Commission's review of the 2013/2014 Capital Improvement Plan.

**BACKGROUND:** State statute requires that the Planning Commission review and approve the Capital Improvement Plan (CIP) and make a recommendation on whether the contents conform to the Comprehensive Plan of the City to the Governing Body.

The Planning Commission has reviewed the CIP and determined that the projects contained therein conform to the Comprehensive Plan of the City.

COMMUNITY  
DEVELOPMENT  
DEPARTMENT  
SERVING  
GARDEN CITY  
HOLCOMB  
AND  
FINNEY COUNTY  
620-276-1170

## INSPECTIONS

620-276-1120

[inspection@garden-city.org](mailto:inspection@garden-city.org)

## CODE COMPLIANCE

620-276-1120

[code@garden-city.org](mailto:code@garden-city.org)

## PLANNING AND ZONING

620-276-1170

[planning@garden-city.org](mailto:planning@garden-city.org)

CITY ADMINISTRATIVE

CENTER

301 N. 8<sup>TH</sup>

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1170

FAX 620.276.1173

[www.garden-city.org](http://www.garden-city.org)

# Staff Reports

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

MONTH RECEIVED	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
JANUARY	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	215,987
FEBRUARY	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	213,048
MARCH	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	198,757
APRIL	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	179,735
MAY	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	215,823
JUNE	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	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	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	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	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	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	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>1,118,546</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>	<u>1,023,350</u>
PERCENTAGE CHANGE	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	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
JANUARY	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	508,705
FEBRUARY	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	514,511
MARCH	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	468,745
APRIL	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	411,491
MAY	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	481,623
JUNE	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	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	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	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	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	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	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>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>	<u>2,385,075</u>
PERCENTAGE CHANGE	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%	

**CONSIDERATION OF  
APPROPRIATION ORDINANCE**

# Ordinances & Resolutions

# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 30 May 2013

**RE:** PARTIAL VACATION – W. CHESTNUT STREET

## ISSUE

Vicki Bulkley, Heritage Realtors, on behalf of Nora A. Brown, has requested partial vacation of Chestnut Street adjacent to 301 N. Eleventh St.

## BACKGROUND

This property is at the junction of two platted subdivisions, the Original Plat and Jones Addition. The Chestnut Street right-of-way was included in the Original Plat, while the home was in Jones Addition. As such there is an additional wedge of public right-of-way and the extra right-of-way from the platted 80' that can be vacated to help clear title to the property.

A Waiver and Consent form should be returned prior to the June 4<sup>th</sup> meeting. A utility easement will be retained on the vacated right-of-way.

## OPTIONS

The options available to the Governing Body are to grant the vacation request or to deny the request.

## RECOMMENDATION

Staff recommends approval of the vacation ordinance.

## FISCAL

There is no cost to the City and the property value of 301 N Eleventh will increase with the additional property.

*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

28 May 13  
STE



May 24, 2013

To Steve Cottrell

City of Garden City

Re: 301 N 11<sup>th</sup>, Garden City KS 67846

I am requesting for Nora Brown, owner of 310 N 11<sup>th</sup> Street, Garden City, KS.

The City of Garden City owns a portion of Lot 11, Block 5 that is outside of the right of way. This property is in contract to be sold. It has been determined that to clear the title this portion needs to be deeded back to Nora Brown.

Please let me know if you need more information to make this happen.

Thank you.

A handwritten signature in blue ink that reads "Vicki Bulkley".

Vicki Bulkley

Owner/Broker

Heritage Realty

203 E Laurel

Garden City, KS 67846



JONES  
ADDITION

N 11TH ST



W CHESTNUT ST

ORIGINAL  
PLAT

13

12

11

8

9

10

305

303

301

30

302

211

212

**ORDINANCE NO. \_\_\_\_-2013**

**AN ORDINANCE VACATING A PORTION OF CHESTNUT STREET, LYING SOUTH OF LOT 10, BLOCK 5, JONES ADDITION, ALL IN THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS:**

**SECTION 1.** The Southerly 10.0 feet of Chestnut Street, lying south of Lot 10, Block 5, Jones Addition, and 70.0 feet north of the south right-of-way line of Chestnut Street, be and the same are hereby vacated.

**SECTION 2.** That the City of Garden City retains a utility easement on, over and under the vacated right-of-way.

**SECTION 3.** That this ordinance shall also be considered an order in compliance with K.S.A. 12-504 et seq.

**SECTION 4.** That all adjoining landowners have waived notice and have consented to the vacation set forth herein.

**SECTION 5.** That this ordinance shall become effective upon the date of its publication in the Garden City Telegram, official newspaper.

**SECTION 6.** That upon the effective date, the City Clerk shall file a copy of this ordinance with the Register of Deeds of Finney County, Kansas.

**APPROVED AND PASSED** by the Governing Body of the City of Garden City, Kansas, the 4<sup>th</sup> day of June, 2013.

\_\_\_\_\_  
DAN FANKHAUSER, MAYOR

ATTEST:

\_\_\_\_\_  
CELYN N. HURTADO, CITY CLERK



**A Place of Hope & Healing  
for Every Generation**

1501 E. Mary ♦ Garden City, KS. 67846  
Phone: 620.276.8356 ♦ Fax: 620.276.2660

May 15, 2013

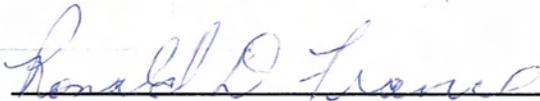
City Commissioners  
301 N. 8th  
Garden City, KS 67846

Re: Property on Campus Drive  
Sec. 05-24-32

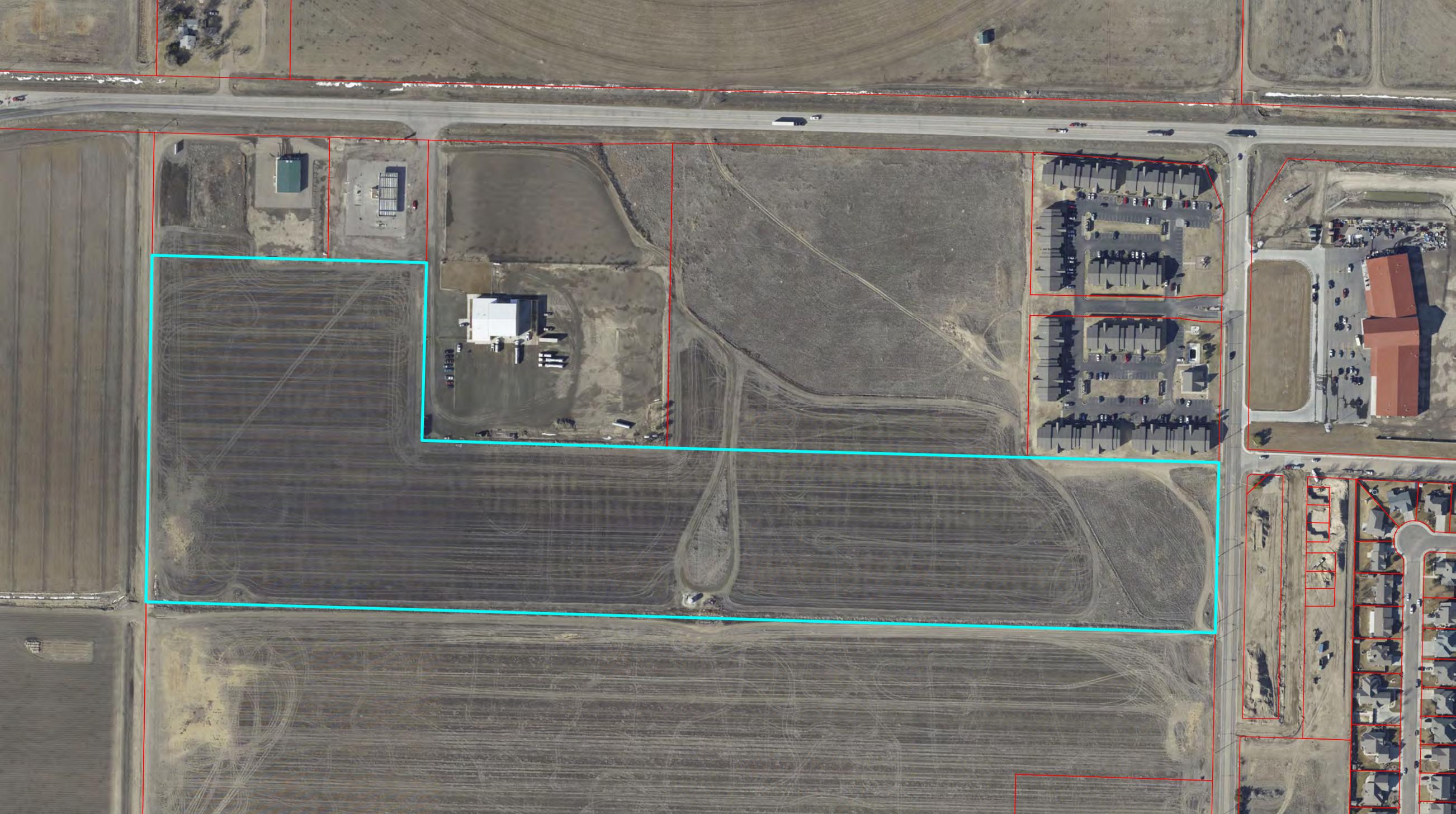
We are requesting that the aforementioned property be annexed to the City of Garden City so that we may have it rezoned to R3, in anticipation of selling the property.

If you have any questions, please feel free to contact our business manager, Stephanie Wildeman, or our real estate agent, Vicki Downey.

Thank you for your attention to this matter.

  
\_\_\_\_\_  
Trustee of Bible Christian Church

  
\_\_\_\_\_  
Trustee of Bible Christian Church



(PUBLISHED IN THE GARDEN CITY TELEGRAM ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013)

## ORDINANCE NO. \_\_\_\_-2013

**AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(a)(7).**

**WHEREAS**, the following described land adjoins the City of Garden City, Kansas, and is generally located in the Southeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas; and

**WHEREAS**, the owner or owners of the land consent to annexation of the following described land pursuant to K.S.A. 12-520(a)(7), as amended; and

**WHEREAS**, the governing body of the City of Garden City, Kansas, finds it advisable to annex such land.

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

**SECTION 1.** That the following described land is hereby annexed and made a part of the City of Garden City, Finney County, Kansas:

A TRACT OF LAND IN THE NORTH HALF (N/2) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FIVE (5), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE THIRTY-TWO (32) WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION FIVE (5); THENCE SOUTH 01°06'00" WEST ALONG THE EAST LINE OF SECTION FIVE (5) FOR A DISTANCE OF 880.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°06'00" WEST A DISTANCE OF 417.92 FEET; THENCE NORTH 88°19'08" WEST TO THE NORTH-SOUTH HALF SECTION A DISTANCE OF 2,641.64 FEET; THENCE NORTH 0°58'40" EAST ALONG THE NORTH-SOUTH HALF SECTION LINE A DISTANCE OF 850.49 FEET; THENCE SOUTH 88°26'32" EAST A DISTANCE OF 663.01 FEET; THENCE SOUTH 0°50'32" WEST A DISTANCE OF 438.52 FEET; THENCE SOUTH 88°27'00" EAST PARTIALLY ALONG THE SOUTH LINE OF THE "REPLAT OF THE TRAILS, FIRST PLAT", A DISTANCE OF 1978.42 FEET TO THE POINT OF BEGINNING.

**SECTION 2.** This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

**PASSED AND APPROVED** by the Governing Body of the City of Garden City, Kansas, this 4<sup>th</sup> day of June, 2013.

---

Dan Fankhauser, Mayor

**ATTEST:**

---

Celyn N. Hurtado, City Clerk

# Old Business

# New Business



# MEMORANDUM

**TO:** Governing Body

**THRU:** Matt Allen, City Manager

**FROM:** Mike Muirhead, Public Utilities Director

**DATE:** May 28, 2013

**RE:** Water Line Extension

**ISSUE:**

Mr. Stuart Johnson, of 1820 Upland Road, was granted permission by the City Commission to connect to the City water system on February 14, 2012. The City Commission directed staff to bid out the construction of approximately 7,300' of 12" PVC water main that would run East of Jenny Barker Road on Schulman Avenue to serve Mr. Johnson's property. Staff was also directed to prepare a development agreement (attached), with Mr. Johnson, outlining that he agreed to pay for the equivalent of a 6" PVC water main and the City paying for the oversizing costs.

**BACKGROUND:**

Mr. Johnson owns property at 1820 Upland Road and has experienced several issues with his current water source and the maintenance of his water well. He requested City Commission consideration to connect to the City utility water system on February 14, 2012. The City Commission agreed with the request and directed staff to bid the project to determine the costs to extend a City water main approximately 7,300' east on Schulman Avenue. Mr. Johnson agreed to pay for a portion of the construction costs (the equivalent of a 6" PVC water main) and the City agreed to oversize the water line to 12" and pay for that portion of the costs.

- On February 11, 2013 the Kansas Department of Health and Environment (KDHE) approved the line design and its construction. (attached)
- On March 1, 2013 Mr. Johnson accepted the KDHE approval and sent a letter indicating his desire to move forward with the project along with the estimated costs associated with the water line extension. (attached)
- On May 2, 2013 bids were received for the construction of the water main with DICK Construction being awarded the bid by the City Commission on May 7, 2014.
  - Bid tabulations are attached for your review.
    - Low bid \$261,811.00 (Engineer's estimate \$345,950.00)
    - Mr. Johnson's cost \$130,905.50
    - City's cost \$ 130,905.50

\*NOTE\* The completion of this water line to serve Mr. Johnsons property is not designed to serve additional taps along the length of the water line. If additional requests are made,

CITY COMMISSION

DAN FANKHAUSER,  
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

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

DAN FANKHAUSER,

Mayor

ROY CESSNA

MELVIN DALE

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CHRIS LAW

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and granted by the City Commission, then additional booster pumps may need to be installed at that time to meet the required KDHE minimum pressure threshold.

**ALTERNATIVES:**

#1 - Approve the development agreement, and with consideration of the cost Mr. Johnson has incurred in extending this water line, agree to charge the “Residential water rate used inside the cooperate limits”

#2 - Approve the development agreement and charge for residential water used “outside the cooperate limits”

#3 - Do not approve the development agreement at this time.

**RECOMMENDATION:**

Staff recommends approving the development agreement with the City Commission providing direction to staff on which residential water rate to charge Mr. Johnson.

**FISCAL NOTE:**

Adequate funding is available in the Water Division budget to cover the City’s cost of the project.

CITY OF GARDEN CITY, KANSAS  
ENGINEERING DEPARTMENT

TABULATION OF BIDS  
May 2, 2013  
10:00 A.M.

**EAST SCHULMAN TRANSMISSION LINE**

BIDDER	TOTAL BID	COMMENT
ENGINEER'S ESTIMATE	\$ 345,950.00	
Dick Construction Inc.	\$ 261,811.00	LOW
Lee Construction Inc.	\$ 293,187.75	
Dreiling Construction LLC	\$ 339,237.50	

**EAST SCHULMAN TRANSMISSION LINE**

No.	Item	Quantity	Unit	Enginee's Estimate		Dick Construction Inc.		Lee Construction Inc.		Dreiling Construction, LLC	
				Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Connect to Existing 12" Line	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 450.00	\$ 450.00	\$ 1,150.00	\$ 1,150.00	\$ 1,500.00	\$ 1,500.00
2	Connect to Existing 6" Line	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 450.00	\$ 450.00	\$ 900.00	\$ 900.00	\$ 400.00	\$ 400.00
3	12" C900RI DR18 PVC Pipe, in place	6670	LF	\$ 35.00	\$ 233,450.00	\$ 28.50	\$ 190,095.00	\$ 28.60	\$ 190,762.00	\$ 39.25	\$ 261,797.50
4	12" C900 DR18 PVC Pipe, directional drilling, in place	350	LF	\$ 175.00	\$ 61,250.00	\$ 56.00	\$ 19,600.00	\$ 78.00	\$ 27,300.00	\$ 64.00	\$ 22,400.00
5	6" C900 DR18 PVC Pipe, in place	55	LF	\$ 20.00	\$ 1,100.00	\$ 18.00	\$ 990.00	\$ 21.25	\$ 1,168.75	\$ 18.00	\$ 990.00
6	12" x 12" x 12" Tee	1	EA	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 1,200.00	\$ 450.00	\$ 450.00
7	12" x 12" x 6" Tee	1	EA	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 1,100.00	\$ 1,100.00	\$ 450.00	\$ 450.00
8	12" MJ Valves w/box	13	EA	\$ 1,250.00	\$ 16,250.00	\$ 2,052.00	\$ 26,676.00	\$ 2,825.00	\$ 36,725.00	\$ 1,650.00	\$ 21,450.00
9	12" Foster Adapters	2	EA	\$ 750.00	\$ 1,500.00	\$ 850.00	\$ 1,700.00	\$ 375.00	\$ 750.00	\$ 500.00	\$ 1,000.00
10	12" x 11-1/4" Bend	4	EA	\$ 500.00	\$ 2,000.00	\$ 650.00	\$ 2,600.00	\$ 650.00	\$ 2,600.00	\$ 700.00	\$ 2,800.00
11	6" MJ Valves w/box	1	EA	\$ 900.00	\$ 900.00	\$ 1,100.00	\$ 1,100.00	\$ 1,237.00	\$ 1,237.00	\$ 1,200.00	\$ 1,200.00
12	Install 6" water meter	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 6,700.00	\$ 6,700.00	\$ 12,200.00	\$ 12,200.00	\$ 1,400.00	\$ 1,400.00
13	Install 2" flushing tap	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00	\$ 595.00	\$ 595.00	\$ 1,000.00	\$ 1,000.00
14	Construction Staking	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 5,200.00	\$ 5,200.00	\$ 4,500.00	\$ 4,500.00	\$ 8,500.00	\$ 8,500.00
15	Tempromy Erosion Control	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,900.00	\$ 1,900.00
16	Traffic control	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 1,000.00	\$ 3,000.00	\$ 2,500.00	\$ 7,500.00	\$ 4,000.00	\$ 12,000.00
<b>GRAND TOTAL</b>				<b>\$</b>	<b>345,950.00</b>	<b>\$</b>	<b>261,811.00</b>	<b>\$</b>	<b>293,187.75</b>	<b>\$</b>	<b>339,237.50</b>

**STUARTS CONSTRUCTION & RENTALS**

**Stuart W. & Martina L. Johnson**

1820 Upland Road

Garden City, KS 67846

(620) 275-6841 or (620) 287-6995

March 1, 2013

City Administrative Center  
Public Utilities Director  
Attn: Mike Muirhead  
301 N. 8<sup>th</sup>  
P.O. Box 998  
Garden City, Kansas 67846

Dear Mike:

Yes, we would like to accept the approved proposal for the water transmission line to service the rental division located on Upland and Shannon Roads. We do give approval to move forward with the process for this project. We would like to thank you and Leland and all of those who have helped in getting this project going and approved through KDHE. Please keep us informed as to what we need to do as the process moves forward. Thanks again.

Sincerely,



Stuart W. Johnson

Cc: to file

February 11, 2013

MR. GERALD EDWARDS, PE  
G.E. ENGINEERING  
4300 CHAMBER DRIVE  
GARDEN CITY, KS 67846

Re: East Schulman Waterline Transmission  
Garden City, City Of  
PWS ID No. Federal ID #KS2005511 & State ID #I7500  
KDHE Project No. PW005284

Dear Mr. Edwards:

The plans and specifications for the referenced project have been reviewed and **are approved**. The review was primarily a functional drinking water engineering review to evaluate the project's conformance with KDHE's "Policies, General Considerations and Design Requirements for Public Water Supply Systems in Kansas," and other generally recognized drinking water design standards. The review did not cover items such as quality of material, structural soundness, and electrical and mechanical design features, unless noted in the review comments. Approval of the plans and specifications does not release the Public Water Supply System or its engineer from the responsibility that the design and construction of the completed project be in accordance with sound engineering practices and all applicable standards, be an operable facility and be in full compliance with all state and federal regulations. The submitted set of plans and specifications will be retained for our files.

Please note that construction projects that will disturb one or more acres of land are required to secure, prior to the start of construction, authorization to discharge stormwater runoff under the construction stormwater general permit S-MCST-0701-01. Information regarding this authorization can be found on the Construction Stormwater Program web site: <http://www.kdheks.gov/stormwater>.

You may proceed with construction.

Please notify us in writing when the work has been completed and reference KDHE Project No. PW005284. This notification must include a statement that the work was completed in conformance with the approved plans and specifications so that a public water supply permit may be issued. ***Also include in your notification the approximate total cost of the project and indicate if the total cost provided is a total project cost or a total construction cost.***

A post-construction inspection by the State will not be necessary.



February 25, 2013

Stuart Johnson  
1820 Upland Road  
Garden City, KS 67846

50.1329502%

CITY COMMISSION

DAVID D. CRASE,  
Mayor

ROY CESSNA

MELVIN DALE

DAN FANKHAUSER

CHRIS LAW

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

Dear Stuart,

After nearly a year of working on the Schulman water line extension project, we finally received approval from the Kansas Department of Health and Environment (KDHE) on February 12, 2013.

As you know from previous conversations with Leland Cable, Water Division Superintendent, the waterline extension classification was changed from a "water distribution line to a water transmission line." This change eliminated the need for any type of booster pump(s) to be required on the extension, thus reduced the overall cost. However, with this change the water pressure that you will receive at the proposed metering point has been reduced to approximately 35 PSI. This pressure meets the KDHE pressure requirements for the City of Garden City. It may however, require you to do some pressure enhancements on your side of the metering point should you decide to increase pressure.

The most recent (revised) cost estimates for this water line extension completed by Leland indicate that the total cost of the project is estimated to be \$309,732.34. Your portion of this cost has been estimated at \$155,277.96. Per your request, staff did investigate if there was any cost-recovery methods in place for you to recover your investment. However, as previously communicated to you there is no such method.

Garden City, with your approval, is ready to advertise this project and accept bids from qualified contractors. After bids are received, both Garden City and you will have the opportunity to review the bids and agree to move forward with the lowest competitive bid, or to reject all



CITY COMMISSION

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Mayor

ROY CESSNA

MELVIN DALE

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
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RANDALL D. GRISELL  
City Counselor

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bids. If an agreement is made to move forward then the City Commission will consider approval or rejection of the low bid.

If you are still interested in moving forward with this project based upon the above information, then the next step in the process is to put together a development agreement that will address who is responsible for what, payment expectations, etc... Please respond in a written format indicating acceptance or rejection of the proposed project.

Sincerely,

Mike Muirhead  
Public Utilities Director

Cc: Steve Cottrell, City Engineer  
Alex Mestdagh, Assistant City Engineer  
Leland Cable, Water Superintendent

# MEMORANDUM

**TO:** Governing Body

**THRU:** Matt Allen, City Manager

**FROM:** Mike Muirhead, Public Utilities Director

**DATE:** February 14, 2012

**RE:** Request for City water

## ISSUE

Mr. Stuart Johnson, of 1820 Upland Road, is requesting consideration by the City Commission for extending a City water main approximately 7,300' east on Schulman to his property.

## BACKGROUND

Mr. Johnson owns apartments off of Upland Road and has had some issues with his current water source and maintenance of his water well, and would like to connect to the City utility water system.

Estimated costs to Mr. Johnson are \$186,200. (Cost estimate letter to Mr. Johnson attached)

## OPTIONS

**Option 1-** Approve Mr. Johnson's request and obtain specific costs to both him and the City of Garden City.

**Option 2-** Deny Mr. Johnson's request at this time.

## RECOMMENDATION

Staff recommends approving the request and exploring further design and routing options, as well as the costs associated with the proposed water infrastructure extension.

## FISCAL NOTE

Costs to Garden City Water Utility will be approximately \$146,000 in construction costs. Adequate funding is available in the Water budget.

---



February 8, 2012

Mr. Stuart Johnson  
1820 Upland Road  
Garden City, KS 67846

CITY COMMISSION

JOHN DOLL,  
Mayor

ROY CESSNA

DAVID D. CRASE

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
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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

Dear Mr. Johnson,

Per your request, I have investigated the possibility of the City of Garden City extending its water system to your property located at 1820 Upland Road.

The City does have an existing 12 inch PVC water main that is located on Schulman Avenue, just east of Jennie Barker Road. This line could possibly be extended the estimated 7,300 feet east along Schulman Avenue to your property.

Estimated Costs:

7,300 feet of 12" PVC Main @ \$45.00 per linear foot = \$328,500.00

- The City of Garden City would pay \$20.00 per linear foot for oversizing the water main from the 6" that you would be required to install to serve your property, to the 12" that the City would require for serving additional customers in the future.
  - Total cost to you for the line extension would be \$182,500.00
  - Total cost to the City for the line extension would be \$146,000.00

You will also be required to pay:

- 100% of the costs of any property, or right-of-way acquisition that may be required for the water main extension.
- 6" Connection or tap fee - \$2,200
- Meter pit installation fee - \$1,500.00
- Minimum monthly charge - \$75.00
- Residential water rate (see attached)

**Total Estimated Construction Costs - \$186,200**

Total estimated monthly water usage costs, based upon an annual amount of 2.5 million gallons - \$712.49

You will be required to pay for all costs associated with your portion of the installation, and in addition, would be required to pay two times the "inside the City water rate" as directed by City Ordinance 90-176 thru 90-180. No other address, or property can be connected to this line or immediate disconnection of the water service will result. The appropriate backflow devices will also be your responsibility. Before final connection is made to City system, a physical break or disconnect from the current water source must be inspected by City staff.

You will be responsible to pay for all water that is registered by the City master water meter located adjacent to your property, and will be billed on a monthly basis with all other City customers.



CITY COMMISSION

JOHN DOLL,  
Mayor

ROY CESSNA

DAVID D. CRASE

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

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City Counselor

CITY ADMINISTRATIVE  
CENTER

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You will also be required to enter into a pre-annexation agreement that basically says this property can be annexed into the City Limits when it is contiguous to the City as directed by the City Commission, without protest from the property owner. This pre-annexation process would start in the Community Development Department located at City Hall, 301 N. 8<sup>th</sup> Street here in Garden City.

As we discussed on the phone, all of the above is contingent upon City Commission approval.

If you desire to move forward, I will present this water line extension request to the City Commission for approval/denial to move forward.

Please call my office if you have any additional questions or concerns.

Sincerely,

Mike Muirhead  
Public Utilities Director  
City of Garden City

# DEVELOPMENT AGREEMENT

## SCHULMAN WATER TRANSMISSION LINE EXTENSION

THIS DEVELOPMENT AGREEMENT (Agreement) made and entered into this \_\_\_\_ of \_\_\_\_\_, 2013, by and between the **City of Garden City, Kansas** ("City") and **Stuart W. Johnson** ("Developer").

### RECITALS

- A. Developer owns real property in Finney County, Kansas, identified and legally defined in Exhibit A attached hereto ("Property").
- B. The Property is not within the existing City corporate limits.
- C. Developer requested, and the Governing Body of the City granted approval on February 14, 2012, to extend a water transmission main from Jennie Barker Road east to Upland Road, on Schulman Avenue.
- D. Developer agreed to pay his proportionate share of the costs associated with the water transmission main extension, and City agreed to pay the "oversizing costs" of the water transmission main.
- E. City has adopted regulations concerning utility infrastructure development not within its corporate limits, including special rates.
- F. City and Developer acknowledge that the extension of City water to the Property pursuant to this Agreement will significantly benefit Developer by providing the ability to improve the Property.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, City and Developer agree as follows:

### AGREEMENT

1. **Infrastructure.** All improvements shall be designed in compliance with standards and specifications of City and applicable state agencies. City shall approve all plans prior to construction. Construction of improvements shall not commence until the plans and specifications have been approved by the City Engineer.
  - a) **Water Distribution:** 12" water transmission line shall be constructed to service the Property by connecting to the newly installed 12" water main.
2. **Responsibility for funding and construction of the Infrastructure Improvements:** Subject to the provisions herein contained, Developer agrees to assume and satisfy all applicable construction costs as stated in this section and pursuant to applicable policies of City, and to construct or install, or cause to be constructed or installed, all applicable improvements in accordance with such policies.

- a) Developer shall be responsible for the cost of installation of all necessary water service lines required to connect to the City water meter.
  - b) City shall be responsible for all engineering, construction, installation, management and maintenance of the improvements to the Property.
  - c) Fifty percent (50%) of the Developer's cost of \$130,905.50 will be paid to the City at the beginning of the project with the remaining 50% paid to the City at the conclusion of the project. The General Contractor will submit pay requests to the City Engineer and will be approved for payment by the City Engineer.
  - d) City's cost of \$130,905.50 will be paid to the General Contractor as the General Contractor submits pay requests to the City Engineer and as approved for payment by the City Engineer.
  - e) Any change orders that would result in an additional cost, or savings, will be split 50%-Developer and 50%-City, unless it is otherwise mutually agreed to by Developer and City.
3. **Infrastructure dedication; operation; maintenance.** All infrastructure improvements shall be constructed in a good and workmanlike manner and in accordance with all applicable laws, codes, ordinances and design standards. City reserves right to inspect construction at any time
- a) Infrastructure improvements intended to become a part of City system shall, after approval by the City in accordance with applicable laws, codes, ordinances, rules and regulations, be dedicated to City.
4. **Water utility charges.** Developer shall pay the water utility charges for water service outside the corporate limits of City, as established by City Code unless otherwise approved by the City Commission.
5. **Default; cure period.** Failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party shall constitute a default under this Agreement. Such notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting party shall have all rights and remedies which may be available under law or equity including without limitation the right to institute an action for damages.
6. **Notices and filings.**
- a) **Representatives.** City and Developer shall designate and appoint a representative to act as a liaison between City and its various departments and Developer. The initial representative for City shall be the City Manager, and the initial representative for Developer shall be **Stuart W. Johnson** or such others as either party hereto may from time to time designate in writing and deliver in a like manner. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement.
  - b) **Manner of serving.** All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by certified United States Mail, postage prepaid, return receipt requested, if to:

*City:* **Matthew C. Allen, City Manager**

**City of Garden City**

**301 N. 8<sup>th</sup> Street, P.O. Box 998**

**Garden City, Kansas 67846**

*Developer:* **Stuart W. Johnson**

**1820 Upland Road**

**Garden City, KS. 67846**

or to such other address as either party hereto may from time to time designate in writing and deliver in a like manner.

7. **Mailing Effective.** Notices, filings, consents, approvals and communication given by mail shall be deemed delivered upon receipt or seventy-two (72) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, whichever first occurs.
8. **General.**
  - a) **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
  - b) **Captions.** The captions or descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
  - c) **Adoption of Agreement.** This Agreement shall be binding upon City only upon adoption of same by City's Governing Body.
  - d) **Successors.** All of the provisions hereof shall ensure to the benefit of and be binding upon the successors and assigns of the parties hereto as covenants running with the land.
  - e) **No Agency/Partnership.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or any other business relationship between Developer and City.
  - f) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.
  - g) **Amendment.** No change or addition is to be made to this Agreement except by a written amendment executed by the parties hereto. Within ten (10) days after any amendments to this Agreement, such amendment shall be recorded with the Register of Deeds, Finney County, Kansas.

- h) Good Standing; Authority. Each of the parties represents and warrants to the other that:
  1. It is duly formed and validly existing under the laws of Kansas,
  2. It is duly qualified to do business in the State of Kansas and is in good standing under applicable state laws, and
  3. The individuals executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.
- i) Governing Law. This Agreement shall be construed and interpreted under the Laws of Kansas.
- j) Recordation/Agreement To Run With The Land and Effect. This Agreement shall be recorded in its entirety with the Register of Deeds, Finney County, Kansas, not later than ten (10) days after its execution. This Agreement shall constitute covenants that run with the land and are binding on successors in interest.
- k) Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either party to it or against the party who prepared the last draft.

**IN WITNESS WHEREOF,** this Development Agreement is executed by City and Developer effective as to the day and year first above written.

**DEVELOPER – Stuart W. Johnson**

By: \_\_\_\_\_

Stuart W. Johnson

**ACKNOWLEDGEMENT**

STATE OF KANSAS     )  
                                   )SS.  
 COUNTY OF FINNEY    )

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Stuart W. Johnson.

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

My appointment Expires: \_\_\_\_\_

**CITY OF GARDEN CITY:**

**By:** \_\_\_\_\_  
Dan Fankhauser, Mayor

**ATTEST:**

\_\_\_\_\_  
Celyn N. Hurtado, City Clerk

**REVIEWED BY:**

\_\_\_\_\_  
Randall D. Grisell, CITY ATTORNEY

**ACKNOWLEDGEMENT**

**STATE OF KANSAS     )**

**)SS.**

**COUNTY OF FINNEY    )**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by Dan Fankhauser, MAYOR and Celyn N. Hurtado, CITY CLERK of the City of Garden City, Kansas, a Kansas municipal corporation.

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

My appointment Expires: \_\_\_\_\_



COMMUNITY  
DEVELOPMENT  
DEPARTMENT  
SERVING  
GARDEN CITY  
HOLCOMB  
AND  
FINNEY COUNTY  
620-276-1170

INSPECTIONS  
620-276-1120  
[inspection@garden-city.org](mailto:inspection@garden-city.org)

CODE COMPLIANCE  
620-276-1120  
[code@garden-city.org](mailto:code@garden-city.org)

PLANNING AND  
ZONING  
620-276-1170  
[planning@garden-city.org](mailto:planning@garden-city.org)

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
620.276.1170  
FAX 620.276.1173  
[www.garden-city.org](http://www.garden-city.org)

# Memo

To: City Commission  
From: Kaleb Kentner  
CC: File  
Date: May 30, 2013  
Re: FC2013-30: Pioneer Road Estates Subdivision Plat Amendment

---

**ISSUE:** An amendment to the Pioneer Road Estates Subdivision Plat.

**BACKGROUND:** The Developer of the Pioneer Road Estates Subdivision recently determined that Lot 1 of Block 1 was too narrow to fit the design for their single family home for the development and that Lot 17 was wide enough that it could be reduced to allow enough room on Lot 1 to fit a house there.

The amendment will not change the number of lots in the subdivision, Lot 17 will be reduced in width, Lots 2-16 will be kept the same width, and Lot 1 will be expanded accordingly.

The plat amendment will go before the Planning Commission May 16, 2013.

**Alternatives:** The Commission may:

1. Approve of the amended plat.
2. Deny the amended plat.

**Recommendation:** Staff recommends approval of the amended plat of the Pioneer Road Estates Subdivision.

**Planning Commission:** Approved.

Members Present: 5

Yea- 5

Nay- 0



## MEMORANDUM

**TO:** City Commission  
**FROM:** Matt Allen, City Manager  
**DATE:** May 31, 2013  
**RE:** Request to purchase Municipal Court software system

---

### CITY COMMISSION

DAN FANKHAUSER,  
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

### Issue

The City Commission is asked to consider the purchase of Sungard OneSolution Municipal Court software system to improve the department's ability to track cases and provide detailed reporting.

### Background

Based on staff research on process improvement in Municipal Court, various Court Management software solutions have been evaluated. Solutions range from stand-alone software, to software solutions which integrate with our HTE public safety system, to solutions which involve complete replacement of the HTE system. Third party evaluation of department efficiency also reviewed our current Court Management software situation and advised either customized coding with HTE to include our municipal court functions or an integrated software package would be the preferred solution. Our subsequent research concluded that HTE coding was cost prohibitive. Our research on integrated software showed only one vendor (Sungard) with a package which integrated with HTE for our reporting and tracking needs related to municipal and traffic offenses.

There was evaluation of the best option at the best price in the process described above. However, the nature of product and the process necessary to evaluate computer software options doesn't cleanly fit within the language of our purchasing policy for either Bid/RFP/RFQ approval processes or Sole Source vendor language.

### Alternatives

1. Approve the purchase of Sungard OneSolution Municipal Court software for \$76,398, including implementation, and an annual maintenance fee of \$8,686.
2. Deny the request to purchase

### Recommendation

Staff Recommends approval of the purchase of Sungard OneSolution Municipal Court software (including implementation expenses) for a total of \$76,398, and authorize entering into a maintenance agreement with an annual cost of \$8,686.

### Fiscal Note

This General Fund expense can be absorbed through department budget savings in the 2013 budget, resulting from reorganization. Annual maintenance expenses will be approximately \$1,500 greater in future years than we currently pay.

CITY ADMINISTRATIVE  
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301 N. 8<sup>TH</sup>  
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FAX 620.276.1169  
[www.garden-city.org](http://www.garden-city.org)

*Annual Main tenance*  
*Currently : \$7200*  
*of new program : \$8900*

SunGard Public Sector Inc.  
 4000 OSSI Ct - High Point, NC - 27265  
 Phone: 336 885 0911 - Fax: 336 885 5329 - Email: brian.johnson@sungardps.com

# SUNGARD® PUBLIC SECTOR

## Add-On Quote

Date	Quote #	Acct Mgr
05/09/13	BDKJQ2967	Brian Johnson

**Quote Prepared For:**

Garden City, KS  
 Jennifer Cunningham  
 304 N. Ninth Street  
 Garden City, KS 67846  
 Phone: (620) 271-1452  
 Fax: (620) 271-1770

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
1	OS-COURT-10	ONESOLUTION BASE COURT SYSTEM - 10 USERS ONESolution Base Court includes: - Case management functions - Integrated cash receipts - Integrated payment collection - Document generation (MS Word 2003 or newer is to be licensed and installed by customer on each ONESolution workstation) - Integrated ad-hoc reporting - OSSI citation allows the transfer of citation from OSSI RMS to ONESolution Court - Attachments allow you to attach related digital media to the case (Word processing documents, pictures, video, audio) - Integrated calendar - 10 ONESolution Court seat licenses	\$31,640.00	\$31,640.00	\$5,062.00
2	OS-COURT-01	ONESOLUTION BASE COURT SYSTEM - 1 ADDITIONAL USER ONESolution Base Court includes: - Case management functions - Integrated cash receipts - Integrated payment collection - Document generation (MS Word 2003 or newer is to be licensed and installed by customer on each ONESolution workstation) - Integrated ad-hoc reporting - OSSI citation allows the transfer of citation from OSSI RMS to ONESolution Court - Attachments allow you to attach related digital media to the case (Word processing documents, pictures, video, audio) - Integrated calendar - 1 ONESolution Court seat licenses	\$1,850.00	\$3,700.00	\$592.00
1	OS-TRAF-10	ONESOLUTION TRAFFIC COURT - 10 USERS ONESolution Traffic Court includes - Enter and maintain traffic citations - State mandated reports - Generic collection report - 10 ONESolution Traffic Court seat licenses	\$15,950.00	\$15,950.00	\$2,552.00

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
2	OS-TRAF-01	ONESOLUTION TRAFFIC COURT - 1 ADDITIONAL USER ONESolution Traffic Court includes - Enter and maintain traffic citations - State mandated reports - Generic collection report - 1 ONESolution Traffic Court seat licenses	\$1,500.00	\$3,000.00	\$480.00
			<b>SubTotal:</b>	<b>\$54,290.00</b>	
<b>Implementation</b>					
1	OS-COURT-IMPL	ONESOLUTION BASE COURT IMPLEMENTATION The Court Implementation includes services for the automation of your documents and Go Live Assistance. One day of services to assist with the conversion and automation of your documents so they can automatically be created by the court system. One SunGard professional to be on-site for up to two days when the Court System goes live as determined by the project plan.	\$4,200.00	\$4,200.00	\$0.00
1	OS-COURT-INST	ONESOLUTION BASE COURT INSTALLATION The ONESolution Base Court installation includes the remote installation of SunGard Public Sector's standard ONESolution Base Court application software on the Customer's server(s). This price includes the remote installation and configuration of up to five ONESolution workstations on the Customer's LAN for SunGard Public Sector's application software. Unless otherwise stated within the quote, the Customer will install and configure the operating system software (Windows 2003/2008 Server Enterprise Edition with latest service pack on server and Windows XP, Windows Vista or Windows 7 with latest service pack on workstations), and install SQL Server 2005/2008 with latest service pack on the server. Customer is responsible for installation and configuration of the Local Area Network. SunGard Public Sector can provide an optional quote to provide the above listed services.	\$1,400.00	\$1,400.00	\$0.00
2	OS-TRAF-USR-TRN	TRAFFIC COURT USER TRAINING Training for end-users (10 people max.) on ONESolution Traffic Court system. Topics include navigation, traffic case management and entry, financial management, searching, and reporting. Class duration = 4 days.	\$5,120.00	\$10,240.00	\$0.00
1	OS-COURT-MNT-TRN	COURT MAINTENANCE TRAINING Training for key personnel and system administrators (8 people max.) responsible for system configuration (including setting codes to reflect court business practices) and maintenance. Class duration = 4 days. The Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard Public Sector.	\$5,120.00	\$5,120.00	\$0.00
1	OS-TRAF-PROJ-MGMT	ONESOLUTION TRAFFIC COURT PROJECT MANAGEMENT ONESolution Traffic Court project management includes professional services from SunGard Public Sector for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.	\$2,560.00	\$2,560.00	\$0.00

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
1	OS-COURT-PROJ-MGMT	ONESOLUTION BASE COURT PROJECT MANAGEMENT	\$2,560.00	\$2,560.00	\$0.00
<p>T</p> <p>ONESolution Base Court project management includes professional services from SunGard Public Sector for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.</p>					
			<b>SubTotal:</b>	<b>\$26,080.00</b>	
<b>Estimated Travel and Living Expenses</b>					
1	OS-COURT-TE	TRAVEL EXPENSES FOR COURT IMPLEMENTATION SERVICES	\$3,000.00	\$3,000.00	\$0.00
<p>Estimated Travel and Living expenses.</p> <p>Living expenses are budgeted for one travel day per trip and each day on site.</p> <p>The listed travel and living expense costs are a budget quote based on an estimate of the number of trips and the total number of days of on-site professional services that SunGard Public Sector provides. The Customer will be billed only for the actual cost of travel and living expenses per the terms of the contract.</p> <p>Changes or modifications to the project would be appropriately reflected in the travel and living.</p>					
1	OS-COURT-LE	LIVING EXPENSES FOR COURT IMPLEMENTATION SERVICES	\$6,600.00	\$6,600.00	\$0.00
<p>Estimated Travel and Living expenses.</p> <p>Living expenses are budgeted for one travel day per trip and each day on site.</p> <p>The listed travel and living expense costs are a budget quote based on an estimate of the number of trips and the total number of days of on-site professional services that SunGard Public Sector provides. The Customer will be billed only for the actual cost of travel and living expenses per the terms of the contract.</p> <p>Changes or modifications to the project would be appropriately reflected in the travel and living.</p>					
			<b>SubTotal:</b>	<b>\$9,600.00</b>	
1	DISCOUNT	MIGRATION DISCOUNT	-\$13,572.00	-\$13,572.00	\$0.00
			<b>Total:</b>	<b>\$76,398.00</b>	<b>\$8,686.00</b>

This quote is valid until 08/15/13

SunGard Public Sector will provide XML export specifications to APS upon request (will require NDA). Interface from APS to SunGard IJS (Courts) will be through a web service. Using this methodology will result in no interface costs from SunGard Public Sector.

Quote does not include any Kansas State reporting. Please provide SunGard Public Sector with a sample report and any functionality requirements for a quote.

This Quote constitutes a Supplement to the Contract and Agreement by and between the parties hereto. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect. As applicable for certain customers, the term "Contract and Agreement" is defined as the Software License & Services Agreement and the License Program Support Agreement between the parties hereto.

Should Customer terminate this agreement per the "Term of Contract" Section of the Contract and Agreement, the Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Licensed Program(s) are provided in and may be used in machine-readable object code form only. SunGard Public Sector offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as SunGard Public Sector's failure to provide required maintenance services as agreed.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after Delivery. There is no Testing and Acceptance period on the Licensed Program(s) herein.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

This Quote shall be effective notwithstanding any provisions as to non-availability of funds contained in the Contract and Agreement.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Licensed Program(s) to Customer.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

**Payment Terms are as Follows:**

License, Project Management, Hardware and Third Party Software Fees are due upon execution of this Quote. Installation is due upon completion. Custom Modifications, Development, Conversion, Hardware and Third Party Software Implementation is due 50% on execution of this Quote, and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Training and Travel/Living expenses are due as incurred monthly. Any shipping charges shown are estimated only - actual shipping charges will be due upon delivery.

SunGard Public Sector Application Annual Support - the initial term of Maintenance and Support Services is included in License Fees and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support fees shown for the second term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Third Party Application Annual Support Fees - payment terms shall be as provided by the Third Party to Customer with the exception that any fees listed above for the initial term of support are due upon execution of this Quote.

**Accepted:**

Garden City, KS		
Signature	Date	Printed Name

May 30<sup>th</sup>

June 11<sup>th</sup> or 12<sup>th</sup>

June 6<sup>th</sup> or 7<sup>th</sup>

Week of July 8<sup>th</sup> or Week of July 15<sup>th</sup>

These are dates  
provided by  
Sales representative  
for presentation.

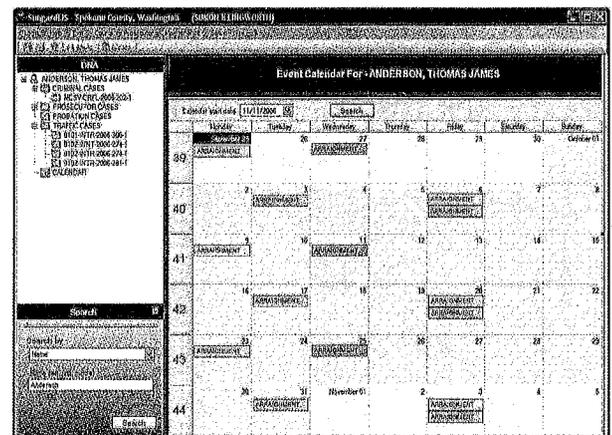
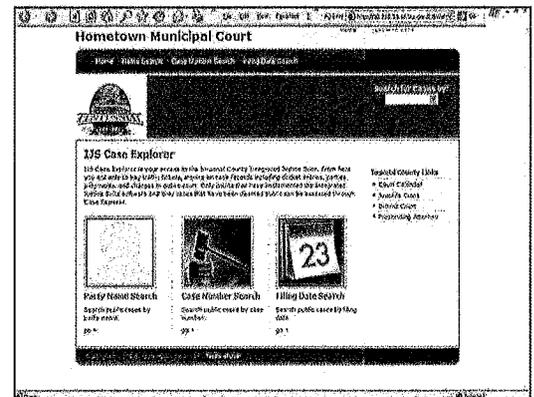
\* If we go forward implementation  
is probably -- January 2014  
b/c of # currently signing up \*



# Justice

## ONESolution Court Benefits

- **Speeds case processing** through automation of cases, billing and distribution, document and report production, and classification.
- **Automatically populate and produce Word documents** for printing using your form and document templates.
- **Intuitive** – Use the person explorer to view all details about a person, judge or attorney, including their cases, warrants, and calendar.
- **Unified accounting** – Manages and accounts for funds collection and distribution related cases. Assists with overdue and delinquent accounts, installment payments and ongoing monthly charges.
- **Online access** allows the public to find and display cases, display bonds, view the court calendar and make online payments.
- **Integrates with SunGard Public Safety Solutions—OSSI and NaviLine**
  - Import citations from OSSI RMS and Crimes RMS
  - Bi-directional warrants interface with RMS
  - Update case dispositions in RMS
  - Import adult and juvenile arrest records from RMS, JMS or Jails
  - Import people from RMS, JMS or Jails and mug shots and images from RMS or JMS
  - View JMS or Jails roster of those incarcerated
- **Export financial records to GMBA**
- **Integrated reporting** allows users to create ad-hoc reports based any data stored in the system
- **Low total cost of ownership** – System management costs are significantly reduced through the use of Microsoft's ClickOnce technology for automatic distribution over your organization's network.



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## Justice



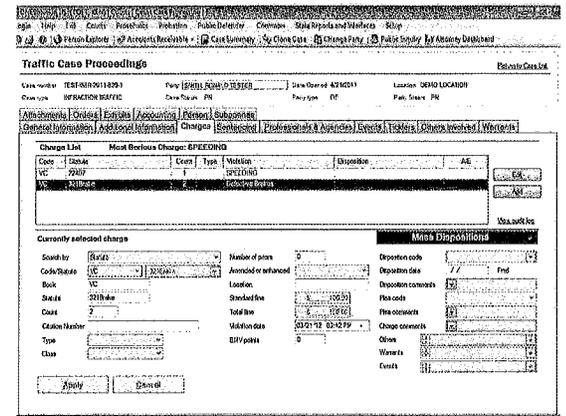
## ONESolution Court

The ONESolution Court System allows you to enter, follow, review, and report on all case activities through various proceedings to final disposition. The system will record payments of fines, costs, fees and track all case proceedings, such as charges, court dates, continuations, bonds and bench warrants, for more complicated cases.

### Key Benefits

Adheres to State reporting requirements:

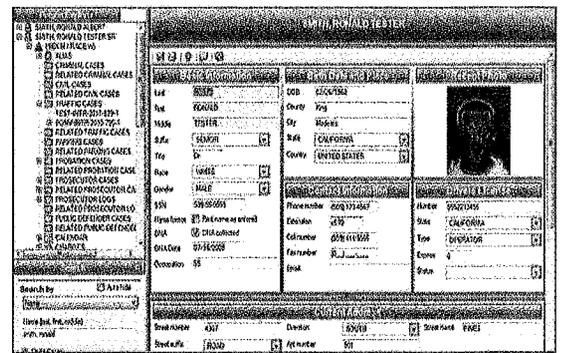
- Reduces case processing time through automation, calendaring, deadlines, document production and consolidation of cases.
- Enter cases, records and people once. Centralized database for cases and people allows appropriate information to be shared
- Share cases and people with SunGard Public Sector's OSSI or NaviLine Public Safety Solutions.
- Reduces system management costs, utilizing Microsoft ClickOnce for automatic distribution over your organization's network.



### Features

The court product will handle the following types of cases:

- **Criminal** – Handles a full range of felony misdemeanors and all criminal charges.
- **Traffic** – Handles a full range of criminal and non-criminal activities, which may be adjudicated by a court of limited jurisdiction.
- **Small Claims** – Deals with civil issues falling under a particular monetary ceiling as prescribed by various state laws.
- **Civil** – Handles a full range of general jurisdiction civil issues, such as domestic relations, suits, and damage claims.



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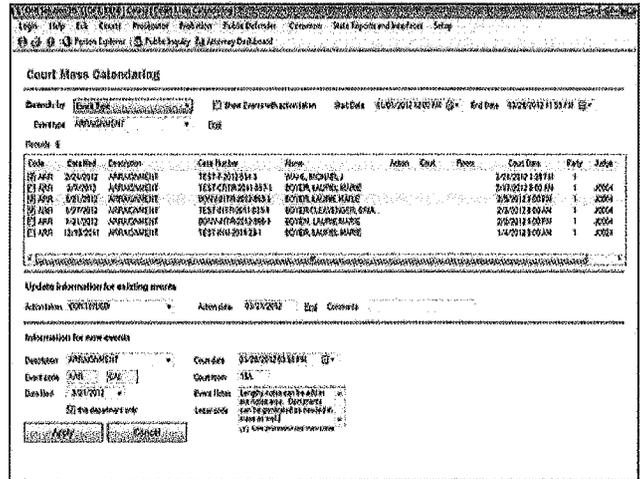
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## Justice



- **Scanning** at either the case level or in batch.
- **Tools to speed processing** Process many cases at once with our mass calendaring, mass ticklers, mass reassignment of professionals, etc.
- **Integrated accounting** manages and accounts for funds collection and distribution to the General Ledger. Assists with overdue accounts, installment payments etc.
- **Electronic Signatures and workflow** features allow you to go paperless if desired.
- **Automation features** such as our 'core processes' allow you to combine multiple step processes into single processes saving key strokes.



## Common ONESolution Justice Suite Features

- All applications in the suite use the same database. This allows the justice suite to be tightly integrated, easily sharing information across the applications.
- Uses Microsoft's ClickOnce technology which makes deploying a Windows application as easy as deploying a web application.
- The master name screen allows a user to view person details and associated cases.
- Information and case statistics about judges and attorneys can be quickly and easily displayed.
- Completely written using Microsoft .NET technology.

## Web Access

The Web Access option allows the public to find and display cases, display bonds, view the court calendar and (coming soon) make online payments.

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# Justice

## **ONESolution Justice Suite**

ONESolution Court is part of SunGard's ONESolution Justice Suite, which is a tightly integrated suite of justice products consisting of the following products:

- Court
- Prosecutor/District Attorney
- Public Defender
- Probation and Parole
- Web Access

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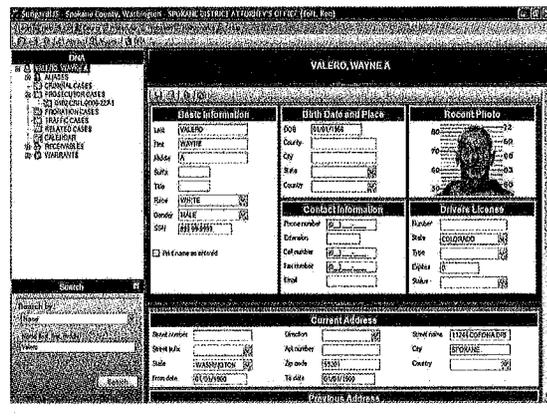
# Justice

## ONESolution Court and Case Management Comparison

In designing ONESolution Court, SunGard took a look at our existing court products to determine how to better our next offering. We assessed our Case Management and JALAN Courts solutions, taking the best attributes of each, improving on them and then adding functionality to further enhance usability. Key Case Management functionality is listed below and how it compares with ONESolution Courts.

**Types of Cases** – Case Management handles misdemeanors, traffic, parking, code violations, and criminal charges. Ticket entry is based on written citations or warrants being issued. Case Management has related persons on cases. Each party gets their own case number. Others can be involved.

ONESolution Court can handle all of the case types that Case Management handles. In addition, ONESolution Court is a multiple jurisdictional court. This means it can handle all levels of Court (District, Superior, Municipal, Circuit etc.) as well as multiple locations. ONESolution Court can also handle other types of cases (virtually any Court case type), many having to do with multiple parties and defendants on a single case. Therefore ONESolution Court can process all of the case types that Case Management handles, but also multiple defendant Criminal cases as well as Civil Cases, Small claims, Probate, Family Law, etc.



**Automation** – Case Management has Events. These predetermined items have a time frame associated with them for completion. If they are not completed then a follow-on event is generated with the running of the event monitor. FTA (Fail to Appear), FTP (Fail to Pay), or FTC (Fail to Comply) are set-up through events, and if a violation code is set on an event, a new case with the appropriate violation is created. In addition, any event can create documents.

In ONESolution Court, FTA and FTC are setup separately. The ONESolution Court FTA/FTC process automatically creates various events, charges, warrant, assessments and documents, according to the user defined criteria that is setup (similar to Case Management's event monitor).

FTA/FTP process - If an FTA/FTP violation is created it does not create a new case in ONESolution Court. It does

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## Justice



create a new case in Case Management (if requested in the configuration). This is tied directly to the event and when the event of FTA/FTP is added to a case, the event then creates a new case. This case will be completely separate from the original case. ONESolution Court adds a new violation, but no additional case is created (this could be added if required).

ONESolution Court also has the 'days to next event' processing, which generates a tickler. A user then accesses a list of cases that can be worked and processed in mass. Individual cases can be accessed and worked, directly from this list. Users can select cases to add events (thereby driving other processing, for example documents or other ticklers) or bypass. Case Management only has the ability to print a list of cases on the event monitor, but each case then has to be dealt with individually, by going to a separate menu option.

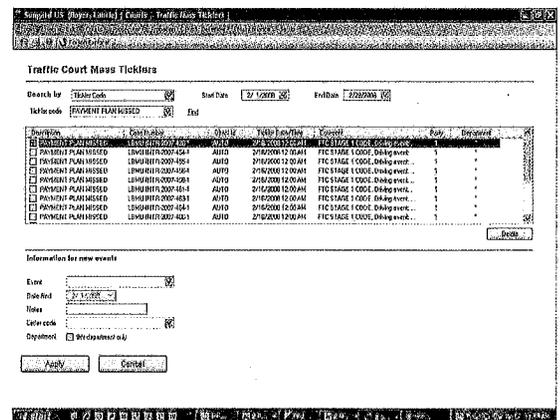
Below is a screen shot of 'Mass Ticklers'. Users can double click on a case and go directly to case processing. Records can be selected to generate new events. Documents can also be generated. The list can be accessed by type of tickler or person responsible (plus dates). So court users can monitor for any type of situation and process them in mass, with ability to quickly access the full case for update if desired.

**Person Database** – ONESolution Court has a person database that can link up cases, vehicles, and persons and show cases others are involved. It's a global look-up.

Case Management is able to search by each defendant or case, and if others are involved they will be listed as parties, but no link back to their cases other than in comments.

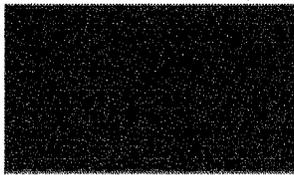
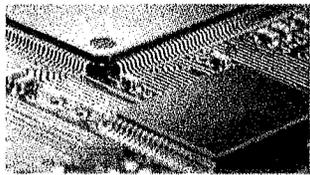
**Case Processing** – Case Management utilizes a disposition screen in court. This includes plea, disposition, sentence, and corresponding sentence information. Also included are case charges, which are modifiable. Events can automatically be created.

ONESolution Court uses Cases Proceedings, where users can select the sentencing tab. Multiple tabs cover all portions of the case such as charges, sentencing, professionals & agencies, events, ticklers, others involved, warrants, attachments, and defendants.



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# ONESolution™

## Public Safety & Justice

### Recommended Server Hardware and Configuration Options

### SQL Database Server Specifications



Component	Requirement
Processor	Six (6) Intel® Xeon® Cores or higher
Memory	12GB RAM or Higher <sup>1</sup>
Network <sup>2</sup>	100Mb or Faster
Storage <sup>3</sup>	500GB – 2TB (varies based on products installed) <sup>4</sup>

### Application Server Requirements<sup>5</sup>



Component	Requirement
Processor	Four (4) Intel® Xeon® Cores or higher
Memory	8GB RAM or Higher
Network <sup>2</sup>	100Mb
Storage <sup>3</sup>	50GB

### Web Application Server



Product/Module	Requirement
Processor	Four (4) Intel® Xeon® Cores or higher
Memory	8GB RAM
Network <sup>2</sup>	100Mb
Storage <sup>3</sup>	50GB

### SunGard Utility Server<sup>6,7</sup>

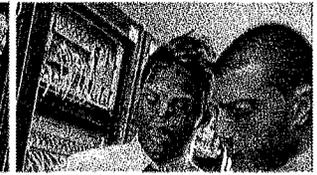
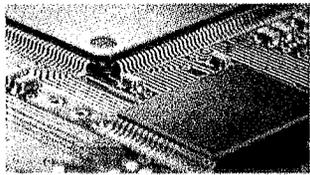


Product/Module	Requirement
Processor	Two (2) Intel® Xeon® Cores or higher
Memory	8GB RAM or higher
Network <sup>2</sup>	100Mb
Storage <sup>3</sup>	50GB

### System Software Requirements and Options



Component	Requirement or Option
Operating System <sup>8</sup>	Microsoft Windows Server 2008
Database Software <sup>9</sup>	Microsoft SQL Server 2008
Virtualization Software	VMware vSphere 4.1 or higher Microsoft Remote Desktop Services Citrix XenApp
Web Server Software	Microsoft IIS 7.5
Data Backup	Symantec Backup Exec or similar solution
Malware/Anti-Virus	Symantec Endpoint Protection or similar solution



**ONESolution™**

**Public Safety & Justice**

Recommended Server  
Hardware and  
Configuration Options

## Physical Server Configuration Guidelines

For Customers implementing one SunGard Public Safety application (i.e. CAD only) or smaller sites with 15 concurrent users or less and NO state messaging connectivity, a single server based on the SQL Server specifications is suitable for deployment. All other implementation scenarios will require both the SQL server and the Application server at a minimum. Customers implementing the SunGard internal web applications (i.e. OpCenter, Dashboard, etc.) may utilize an existing web server as long as it meets the recommended specifications and sits behind the customer's firewall. SunGard recommends external users access the internal web apps via secure VPN connections. The external web application (P2C) can also be installed on an existing web server meeting the recommended specs provided it resides in the customer's DMZ.

## Virtual Server Configuration Guidelines

SunGard supports the Public Safety applications in virtual environments using either VMware vSphere or Microsoft Hyper-V. There are two deployment options that SunGard recommends:

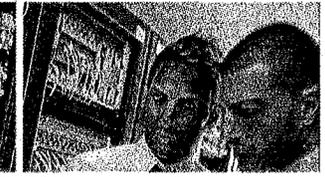
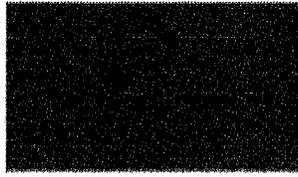
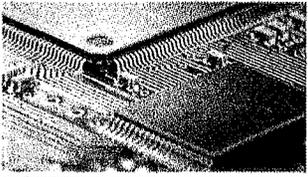
1. Distributed servers using centralized storage
2. Isolated servers using local storage

The first option requires a high performance SAN solution configured with SAS or fiber channel hard drives and allows for expandability and redundancy. The second option requires a large amount of internal SAS hard drives but is a good option for smaller, cost-conscious customers.

The number of Host servers required to implement the SunGard Public Safety applications depends on the amount of resources available in the host server. Other factors such as availability and disaster recovery requirements should be taken into account when determining the final configuration.

## General Notes and Hardware Requirements

1. The base memory requirements for the Microsoft SQL Server are designed to support the SMS database, all utility databases and one core database (CAD or RMS). If both core applications are implemented then an additional 4GB of memory is recommended. This amount could increase further, depending on the number of concurrent users accessing the system.
2. All LAN connections, both server and workstation, should be 100Mb/sec or faster and in a switched environment. Any WAN connections should be evaluated with regard to concurrent usage statistics. Please contact a SunGard Solutions Architect to discuss any WAN implementations.
3. Hard drives hosting the SunGard applications and the requisite databases should be based on SAS or Fiber Channel technology. SunGard does not recommend the use of SATA drives with production infrastructures due to the low I/O performance inherent to SATA technology.
4. The storage subsystem will vary in size and design relative to customer's size, the applications being installed and any data to be converted. A SunGard Solutions Architect will work with the customer's IT staff to determine the final drive layout and RAID groups necessary to support our applications.
5. The final configuration of the Application Server will vary based on the functions required. The base configuration is designed for application deployment over 100 Mb/sec LAN's and high speed WAN's. For environments that require application access over slow WAN connections, desktop virtualization software such as Microsoft RDS or Citrix XenApp should be deployed on the Application server and the configuration adjusted based on the number of concurrent users.



**ONESolution™**

**Public Safety & Justice**

Recommended Server  
Hardware and  
Configuration Options

6. SunGard remote product support is provided via SecureLink remote access software. This requires the use of port 443 (SSL) over the Internet to permit connections between the SecureLink server and the SecureLink client hosted on a dedicated workstation or server in the customer's environment. The Utility Server referenced in this document is recommended for this purpose.
7. Regular data backups are a critical part of maintaining the Public Safety application environment and are strongly recommended. The Public Safety applications are compatible with all mainstream enterprise class data backup platforms. The Utility Server referenced in this document is recommended for this purpose.
8. SunGard supports both the 32-bit and 64-bit versions of Windows Server 2008 except on the SMS Message Switch server. The SMS Message Switch server must be configured with the 32-bit version of Windows Server 2008 at this time. Support for the 64-bit version is currently in development and will be included in a future release.
9. Microsoft SQL Server is the only database software supported with the SunGard Applications. Due to the Microsoft licensing requirements, SQL must be licensed on a per processor basis (SQL 2008) or on a per core basis (SQL 2012) in order to be compliant with our application model.
10. The specifications in this document are for hardware dedicated to the SunGard applications.
11. SunGard Public Sector does not provide "Minimum" specifications for the Public Safety applications. If a customer desires to implement hardware that does not meet the specifications in this document they can submit the hardware configuration to a SunGard Solutions Architect for review.

# Consent Agenda



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To: Governing Body

From: Rachelle Powell

Date: May 29, 2013

RE: AIP 3-20-0024-34 Snow Removal Equipment Building, Runway Guard Lights and Hold Sign Improvements.

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**ISSUE**

Governing Body consideration and acceptance of bids for the Snow Removal Equipment Building, Runway Guard Lights and Hold Sign Improvements at Garden City Regional Airport.

**BACKGROUND**

The Snow Removal Equipment Building will store the airport's snow removal equipment and chemicals. The airport has four locations where equipment & materials are stored. The buildings are dilapidated and do not effectively provide shelter from the elements. Construction of the Snow Removal Equipment building will centralize the snow removal operations and provide adequate storage and shelter from the elements. The Runway Guard Lights and Hold Sign Improvements are required to meet FAA Part 139 compliance. The runway guard lights will be relocated and a new hold sign will be installed on the runway.

The projects were originally one bid; however the extensive electrical work on the runway guard lights and hold sign work discouraged bidders. The projects were separated and bids were collected. The bid information can be found below.

**Snow Removal Equipment Building**

Two bids were received on May 22, 2013 as presented in the accompanying information from Ryan Shropshire, HNTB. The project is 95% funded by the FAA and 5% City of Garden City funds. Please find additional information below:

	<b>Total</b>
<i>Engineers Estimate</i>	\$ 505,909.90
<b>Lee Construction</b>	<b>\$ 422,029.00</b>
Nationwide Construction	\$ 596,256.20

**Runway Guard Lights and Hold Sign Improvements**

One bid was received on May 22, 2013 as presented in the accompanying information from Ryan Shropshire, HNTB. The project is 95% funded by the FAA and 5% City of Garden City funds. Please find additional information below:

	<b>Total</b>
<i>Engineers Estimate</i>	\$ 69,403.00
<b>Atlas Electric</b>	<b>\$ 88,500.00</b>

**ALTERNATIVES**

1. Governing Body acceptance of the low bid from Lee Construction in the amount of \$422,029 and the single bid from Atlas Electric in the amount of \$88,500, subject to FAA concurrence and full grant approval.
  - a. Governing Body authorization for the City Manager to execute the FAA Grant Application.
  - b. Governing Body authorization for the Mayor and City Clerk to execute the contracts when the documents are returned by the contractors.
2. Governing Body acceptance of the high bid from Nationwide Construction the amount of \$596,256.20 and the single bid from Atlas Electric in the amount of \$88,500, subject to FAA concurrence and full grant approval.
  - a. Governing Body authorization for the City Manager to execute the FAA Grant Application.
  - b. Governing Body authorization for the Mayor and City Clerk to execute the contracts when the documents are returned by the contractor.
3. Governing Body acceptance of the low bid from Lee Construction in the amount of \$422,029, subject to FAA concurrence and full grant approval
  - a. Governing Body authorization for the City Manager to execute the FAA Grant Application.
  - b. Governing Body authorization for the Mayor and City Clerk to execute the contracts when the documents are returned by the contractor.
4. Governing Body acceptance of the high bid from Nationwide Construction the amount of \$596,256.20, subject to FAA concurrence and full grant approval.
  - a. Governing Body authorization for the City Manager to execute the FAA Grant Application.
  - b. Governing Body authorization for the Mayor and City Clerk to execute the contracts when the documents are returned by the contractor.
5. Governing Body rejects and authorizes rebid of the Runway Guard and Hold Sign Improvements.
6. Governing Body rejects all bids and authorizes a rebid.

**RECOMMENDATION**

1. Governing Body acceptance of the low bid from Lee Construction in the amount of \$422,029 and the single bid from Atlas Electric in the amount of \$88,500, subject to FAA concurrence and full grant approval.
  - a. Governing Body authorization for the City Manager to execute the FAA Grant Application.
  - b. Governing Body authorization for the Mayor and City Clerk to execute the contracts when the documents are returned by the contractors.

**FISCAL NOTE**

The construction and engineering services costs are based upon the recommendation above:

Construction	\$510,529.00
Engineering Services	\$165,419.00
<b>Total</b>	<b>\$675,948.00</b>
<i>Federal Funds 95%</i>	<i>\$642,150.60</i>
<i>City Funds 5%</i>	<i>\$ 33,797.40</i>

May 29, 2013

Ms. Rachelle Powell  
Director of Aviation  
Garden City Regional Airport  
2225 S. Air Service Rd., Suite 112  
Garden City, KS 67846



Re: HNTB Recommendation for Award of Construction Contract  
Snow Removal Equipment Building

Dear Ms. Powell:

HNTB has reviewed the two bid packages received Wednesday, May 22 for the *Snow Removal Equipment Building* project. Enclosed are two copies of the bid tabulation.

HNTB recommends the contract be awarded to Lee Construction of Garden City, Kansas in the amount of \$422,029.00. The Lee Construction bid represents the lowest bid and meets the requirements to be considered a responsive and responsible bid. No unit price or cost extension discrepancies were found in the bid proposal from Lee Construction.

With regard to DBE participation on the project, Lee Construction was unable to meet the City's 4.11 percent DBE goal. However, they did demonstrate and document good faith efforts in obtaining DBE participation on the project by contacting Cillessen & Sons and McKinley Iron Works, Inc. The scope of work to be completed by Cillessen & Sons was removed from the project prior to the bid opening and McKinley Iron Works is a woman owned business located in Ft. Worth, TX but is not certified with the Texas DOT. The inability of Lee Construction to meet the DBE goal will not impact the City's overall DBE participation over the 3 years of its current plan. The goal for the next project will be increased in order to maintain the overall goal of 4.11% over the course of fiscal years 2013 through 2015.

The City of Garden City should retain the bid bonds from Lee Construction and RMD Holdings, Ltd. as they are the lowest and second lowest bidders, respectively. Following City acceptance of the Lee Construction bid and successful execution of the construction contract between the City and Lee Construction, The City of Garden City should return the bid bonds to Lee Construction and RMD Holdings, Ltd.

Following your review of this letter and the attachments, please forward one copy of the enclosed bid tabulation documents and a Sponsor-written Recommendation of Award letter to Nardos Wills per FAA requirements.

If you have any questions please do not hesitate to contact me at (913) 312-4922.

Sincerely,  
HNTB Corporation



Ryan A. Shropshire, LEED Green Associate  
Project Engineer

Enclosures

# Tabulation of Bids

## Snow Removal Equipment Building

Garden City Regional Airport

FAA AIP Project Number 3-20-0024-34

Bid Opening: May 22, 2013, 11:00am

					Engineer's Estimate		Lee Construction		Nationwide Construction	
Bid Item	FAA Spec	Item Description	Quantity	Units	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>BASE BID</b>										
1	P-02-1	Maintenance of Traffic	LS	1	\$4,600.00	\$4,600.00	\$3,800.00	\$3,800.00	\$6,500.00	\$6,500.00
2	P-05-1	Mobilization	LS	1	\$45,600.00	\$45,600.00	\$27,350.00	\$27,350.00	\$39,500.00	\$39,500.00
3	P-51-1	Clearing and Grubbing	AC	0.4	\$3,551.00	\$1,420.40	\$6,500.00	\$2,600.00	\$12,000.00	\$4,800.00
4	P-52-1	Unclassified Excavation	CY	39	\$20.00	\$780.00	\$23.00	\$897.00	\$25.00	\$975.00
5	P-52-2	Embankment in Place	CY	302	\$25.00	\$7,550.00	\$15.00	\$4,530.00	\$17.00	\$5,134.00
6	P-52-3	Borrow Excavation	CY	263	\$10.00	\$2,630.00	\$9.50	\$2,498.50	\$12.00	\$3,156.00
7	P-55-1	Lime Treated Subgrade	SY	577	\$25.00	\$14,425.00	\$17.00	\$9,809.00	\$8.00	\$4,616.00
8	P-55-2	Lime	TN	11	\$300.00	\$3,300.00	\$265.00	\$2,915.00	\$190.00	\$2,090.00
9	P-56-1	Silt Fence	LF	326	\$10.00	\$3,260.00	\$4.50	\$1,467.00	\$6.20	\$2,021.20
10	P-209-1	4" Crushed Aggregate Base Course	SY	509	\$20.00	\$10,180.00	\$14.50	\$7,380.50	\$12.00	\$6,108.00
11	P-505-1	7" PCC Pavement	SY	445	\$70.00	\$31,150.00	\$74.00	\$32,930.00	\$110.00	\$48,950.00
12	D-701-1	18" RCP Class V	LF	107	\$75.00	\$8,025.00	\$36.00	\$3,852.00	\$58.00	\$6,206.00
13	D-701-2	18" RCP Class V Flared End Section	EA	2	\$1,300.00	\$2,600.00	\$950.00	\$1,900.00	\$300.00	\$600.00
14	D-751-1	Reinforced Concrete Manhole	EA	1	\$4,000.00	\$4,000.00	\$4,800.00	\$4,800.00	\$2,300.00	\$2,300.00
15	T-901-1	Seeding	AC	0.2	\$2,118.00	\$423.20	\$3,500.00	\$700.00	\$20,125.00	\$4,025.00
16	T-908-1	Mulching	AC	0.2	\$1,234.00	\$246.80	\$3,000.00	\$600.00	\$34,125.00	\$6,825.00
17	A-1	SRE and Materials Storage Building (90' x 50'), 4 Bays	LS	1	\$365,719.50	\$365,719.50	\$314,000.00	\$314,000.00	\$452,450.00	\$452,450.00
<b>TOTAL BASE BID</b>						<b>\$505,909.90</b>		<b>\$422,029.00</b>		<b>\$596,256.20</b>
<b>BASE BID</b>						<b>\$505,909.90</b>		<b>\$422,029.00</b>		<b>\$596,256.20</b>

The HNTB Companies  
Engineers Architects Planners

7400 W. 129th Street  
Suite 100  
Overland Park, KS 66213

Telephone (913) 491-9333  
Facsimile (913) 491-9337  
www.hntb.com

May 29, 2013

Ms. Rachele Powell  
Director of Aviation  
Garden City Regional Airport  
2225 S. Air Service Rd., Suite 112  
Garden City, KS 67846

**HNTB**

Re: HNTB Recommendation for Award of Construction Contract  
Runway Guard Light & Hold Sign Improvements

Dear Ms. Powell:

HNTB has reviewed the one bid package received Wednesday, May 22 for the *Runway Guard Light & Hold Sign Improvements* project. Enclosed are two copies of the bid tabulation.

HNTB recommends the contract be awarded to Atlas Electric, LLC of Wichita, Kansas in the amount of **\$88,500.00**. The Atlas Electric, LLC bid represents the lowest bid and meets the requirements to be considered a responsive and responsible bid. No unit price or cost extension discrepancies were found in the bid proposal from Atlas Electric, LLC.

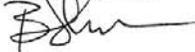
With regard to DBE participation on the project, Atlas Electric, LLC has committed to meeting the City's 4.11 percent DBE goal. They are providing \$3,890.00 or 4.40 percent in DBE contract participation according to the Utilization Statement.

The City of Garden City should retain the bid bond from Atlas Electric, LLC as they are the lowest and only bidder. Following City acceptance of the Atlas Electric, LLC bid and successful execution of the construction contract between the City and Atlas Electric, LLC, The City of Garden City should return the bid bond to Atlas Electric, LLC.

Following your review of this letter and the attachments, please forward one copy of the enclosed bid tabulation documents and a Sponsor-written Recommendation of Award letter to Nardos Wills per FAA requirements.

If you have any questions please do not hesitate to contact me at (913) 312-4922.

Sincerely,  
HNTB Corporation



Ryan A. Shropshire, LEED Green Associate  
Project Engineer

Enclosures

# Tabulation of Bids

## Runway Guard Light & Hold Sign Improvements

Garden City Regional Airport

FAA AIP Project Number 3-20-0024-34

Bid Opening: May 22, 2013, 11:00am

					Engineer's Estimate		Atlas Electric	
Bid Item	FAA Spec	Item Description	Quantity	Units	Unit Price	Extension	Unit Price	Extension
<b>BASE BID</b>								
1	P-102-1	Maintenance of Traffic	LS	1	\$18,000.00	\$18,000.00	\$14,000.00	\$14,000.00
2	P-105-1	Mobilization	LS	1	\$20,000.00	\$20,000.00	\$31,000.00	\$31,000.00
3	T-901-1	Seeding	AC	0.5	\$2,118.00	\$1,059.00	\$8,100.00	\$4,050.00
4	T-908-1	Mulching	AC	1	\$1,234.00	\$817.00	\$1,200.00	\$800.00
5	L-108-1	Underground Cable, 1/c, No. 8 AWG, 5KV, L-824 Type C, in Duct or Condu	LF	3,559	\$2.00	\$7,118.00	\$3.00	\$10,677.00
6	L-108-2	#8, Bare Counterpoise Wire, Installed in Trench w/ Ground Rods	LF	1,497	\$2.00	\$2,994.00	\$4.00	\$5,988.00
7	L-110-1	2" Schedule 40 PVC Conduit, Direct Buried	LF	1,175	\$9.00	\$10,575.00	\$7.00	\$8,225.00
8	L-110-2	2" HDPE, Directional Bore	LF	132	\$20.00	\$2,640.00	\$30.00	\$3,960.00
9	L-125-1	L-858R, 2-Module Guidance Sign	EA	1	\$5,823.00	\$5,823.00	\$5,000.00	\$5,000.00
10	L-125-2	Relocate ERGL	EA	2	\$389.00	\$778.00	\$2,500.00	\$5,000.00
<b>TOTAL BASE BID</b>						<b>\$69,403.00</b>		<b>\$88,500.00</b>
<b>BASE BID</b>						<b>\$69,403.00</b>		<b>\$88,500.00</b>

LANDLORD'S WAIVER

This Landlord's Waiver is given as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by,

**CITY OF GARDEN CITY, KANSAS**, a governmental entity with an office at City Administrative Center, 301 North 8th Street, Garden City, Kansas 67846 (herein called the "**Landlord**"),

TO

**PNC BANK, NATIONAL ASSOCIATION**, a national banking association with an office at 201 Penn Avenue, Scranton Pennsylvania 18503 (herein called the "**Bank**"),

W I T N E S S E T H:

**WHEREAS**, the Landlord entered into a certain "Lease Agreement" (the "**Lease**") dated December 15, 2009, with **FBO AIR-GARDEN CITY, INC.**, a Kansas corporation, as tenant (the "**Tenant**"), for the lease of certain facilities at the Garden City Regional Airport, Garden City, Kansas, as therein more particularly described (the "**Premises**"), which Premises are being utilized by Tenant to provide fixed base operation services; and

**WHEREAS**, the Bank has agreed to provide financing to the Tenant and others in the form of a term loan and two lines of credit (collectively, the "**Loans**"), in connection with which the Bank requires that the Tenant grant the Bank a continuing lien upon and security interest in, among other things, all personal property of Tenant, including, without limitation, Tenant's inventory, equipment, machinery, furniture and fixtures (collectively, the "**Collateral**") as defined in that certain Security Agreement dated as of the date hereof between the Bank and the Tenant, portions of which Collateral are located at the Premises; and

**WHEREAS**, the Bank, as a condition of extending the Loans, requires that the Landlord subordinate and waive, as to the Bank,

all claims and demands against, and rights in, the Collateral which it now has or at any time hereafter may have or acquire by reason of the failure of the Tenant to pay any and all sums now due and owing to the Landlord, or which at any time hereafter become due and owing as rent for the Premises, or as damages under the Lease, and the Landlord is satisfied to waive such claims, demands and rights as to the Bank.

**NOW, THEREFORE,** the parties hereby agree as follows:

1. Any and all liens, claims, demands, or rights, including but not limited to the right to levy or distrain for unpaid rent, which the Landlord now has or hereafter acquire on or in any of the Collateral shall be subordinate and inferior to the lien and security interest of the Bank, and as to the Bank, the Landlord hereby specifically waives and relinquishes all rights of levy, distraint or execution with respect to such Collateral.

2. Any Collateral of the Tenant shall, at all times, be considered to be personal property and shall not become a part of the Premises, so long as any monies are owing to the Bank by the Tenant.

3. The Bank may at any time enter upon the Premises and remove the Collateral. The Bank may also take possession of the Collateral on the Premises, and may remain on the Premises, without charge, for a period of time not to exceed sixty (60) days from the date the Bank provides notice to the Tenant that an event of default has occurred with respect to the Loan, in order to dismantle, prepare for disposition or removal, dispose of or otherwise deal with the Collateral. If the Bank stays on the Premises for longer than such sixty (60) day period, the Bank shall pay to the Landlord a use and occupancy fee equal to the rent which the Tenant would have paid to the Landlord during such additional period, pro-rated for each day the Bank remains on the Premises.

4. The Landlord will notify any purchaser of the Premises and any subsequent landlord or other encumbrance holder of the existence of this waiver, which shall be binding upon the successors, transferees or assignees of the Landlord and shall inure to the benefit of the successors and assigns of the Bank.

5. The Landlord hereby agrees that any notice required to be given under the Lease to the Tenant or otherwise, including specifically, but not limited to, notices of default or Events of Default, will also be given to the Bank, within the same time period as the notice is required to be given under the Lease to the Tenant, as follows:

PNC Bank, National Association  
201 Penn Avenue  
Scranton, Pennsylvania 18503  
Attn: Angelo DeCesaris, Vice President  
Fax: (570) 961-6417

6. This document will be interpreted and the rights and liabilities of the Tenant, the Bank and the Landlord determined in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws rules.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the parties have executed this Landlord's Waiver as of the day and year first above written, intending to be legally bound.

WITNESS:

**PNC BANK, NATIONAL ASSOCIATION**

\_\_\_\_\_

By \_\_\_\_\_

Title: Vice President

ATTEST:

**CITY OF GARDEN CITY, KANSAS**

\_\_\_\_\_

By \_\_\_\_\_

Title: City Clerk

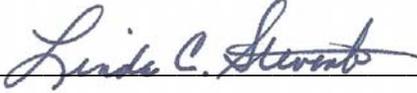
Title: Mayor

**CONSENT**

The undersigned hereby consents to the foregoing Waiver and confirms the facts stated therein.

WITNESS:

**FBO AIR-GARDEN CITY, INC.**

  
\_\_\_\_\_

By   
\_\_\_\_\_

Title: President

ESTOPPEL CERTIFICATE

THE CITY OF GARDEN CITY, KANSAS (the "Landlord") hereby certifies to PNC BANK, NATIONAL ASSOCIATION (the "Bank"), as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, as follows:

1. The Landlord entered into a certain "Lease Agreement" (the "**Lease**") dated December 15, 2009, with **FBO AIR-GARDEN CITY, INC.**, a Kansas corporation, as tenant (the "**Tenant**"), for the lease of certain facilities at the Garden City Regional Airport, Garden City, Kansas, as therein more particularly described (the "**Premises**"), which Premises are being utilized by Tenant to provide fixed base operation services.

2. The term of the Lease expires on December 31, 2030. The Tenant has an option to extend the term of the Lease for an additional five (5) years.

3. The Lease constitutes a valid and binding obligation of the Landlord, enforceable in accordance with its terms, and, to the best of Landlord's knowledge, constitutes a valid and binding obligation of the Tenant, enforceable in accordance with its terms.

4. The Lease is in full force and effect and no Event of Default, as therein defined, has occurred and is continuing, and no other event has occurred, which with the passage of time or the giving of notice or both, would constitute an Event of Default under the Lease. To the best of Landlord's knowledge, Tenant is in compliance with all material terms and conditions of the Lease and all of its material obligations under the Lease.

5. The Landlord has not assigned or otherwise transferred its interest in the Lease.

6. The Tenant has not prepaid any rent to the Landlord under the Lease.

7. The Landlord agrees that it will use its best efforts to ensure that any notice required to be made by it under the Lease

will also be made to the Bank, within the same time period as the notice is required to be made under the Lease, as follows:

PNC Bank, National Association  
201 Penn Avenue  
Scranton, Pennsylvania 18503  
Attn: Angelo DeCesaris, Vice President  
Fax: (570) 961-6417

**IN WITNESS WHEREOF**, the undersigned has executed this Estoppel Certificate as of the day and year first above written, intending to be legally bound.

ATTEST:

**CITY OF GARDEN CITY, KANSAS**

\_\_\_\_\_

By \_\_\_\_\_

Title: City Clerk

Title: Mayor

## LEASE AGREEMENT

THIS LEASE AGREEMENT (Agreement), made this \_\_\_\_ day of \_\_\_\_\_, 2013, between CITY OF GARDEN CITY, KANSAS, a municipal corporation (City) and AMERICAN AIRLINES, INC. (Tenant).

WITNESSETH:

WHEREAS, City owns and operates the Garden City Regional Airport (GCRA), Garden City, Finney County, Kansas; and

WHEREAS, Tenant desires to lease from City, space in the GCRA terminal building and a storage building;

WHEREAS, City and Tenant desire to enter into a written agreement setting forth the terms and conditions of the agreement between the parties; and

WHEREAS, City acknowledges that Tenant is a debtor in possession under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the cases styled "In re AMR Corporation, et al." pending in the United States Bankruptcy Court for the Southern District of New York, Case No. 11-15463 (SHL) (Jointly Administered) (the "Bankruptcy Cases"). Notwithstanding anything contained in this Agreement, City and Tenant acknowledge and agree that this Agreement does not constitute an assumption of any contract currently existing between City and Tenant, and Tenant retains all rights under section 365 of the Bankruptcy Code to assume, reject or assume and assign any such contract. Similarly, City and Tenant acknowledge and agree that the execution and implementation of this Agreement shall not impair, enhance or otherwise affect any of City's claims (as defined in the Bankruptcy Code) arising from goods provided or services performed prior to November 29, 2011 (the "Commencement Date"), or any other claims deemed to arise prior to the Commencement Date, against Tenant or any of its debtor affiliates in the Bankruptcy Cases.

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

1. **PREMISES.** City does hereby grant, lease, and rent to Tenant for its use and occupancy, space located in the GCRA terminal building and a storage building, described as follows, and as detailed as the highlighted area in Exhibit A attached hereto and incorporated herein:

Space in the terminal building of the GCRA and storage building 17, highlighted in yellow, as depicted on Exhibit A, attached hereto and incorporated herein (Leased Premises).

The Leased Premises shall consist of office space of 280 square feet, storage space of 1,348 square feet and ticket counter space of 88 square feet.

Tenant has inspected the Leased Premises and by execution of this Agreement accepts the Leased Premises in its present condition.

2. **TERM.** The term of this Agreement shall be for a period of one (1) year, to commence on April 1, 2013, and end on March 31, 2014. The term shall automatically renew each year for a one (1) year term, unless either party gives the other party written notice of intent to terminate this Agreement not less than ninety (90) days prior to the end of the then current term. Tenant shall further have the right to terminate this Agreement upon ninety (90) days written notice to City without regard to the termination date set forth in this Agreement or as may arise as the result of automatic renewals.

3. **RENT.** Tenant shall pay to City as rent for the Leased Premises the annual amount of Seventeen Thousand One Hundred Sixty Dollars (\$17,160) payable in monthly installments of One Thousand Four Hundred Thirty Dollars (\$1,430). (Annual rent shall be as follows: office space \$2,800; storage space \$13,480; and ticket counter space \$880.) All rent shall be due and payable on or before the 10th day of each month, with the first rent due on April 10, 2013. All rent payments shall be made to the City of Garden City, Kansas – GCRA.

4. **LANDING FEE.** Tenant shall pay to City a landing fee of One Dollar (\$1) per One Thousand (1,000) pounds of maximum gross aircraft weight over Sixty Thousand (60,000) pounds for each Tenant's aircraft that lands at the GCRA. Tenant shall pay the landing fee on a monthly basis, based upon aircraft landings for the previous month.

5. **USE OF PREMISES AND COUNTER SPACE.** Tenant intends to use the Leased Premises for the operation of an air carrier business.

6. **DUTIES AND RESPONSIBILITIES OF TENANT.** Tenant agrees to the following terms and conditions in the operation of its business:

- (a) To operate in a safe and environmentally responsible manner.
- (b) To maintain the Leased Premises in a clean, safe, and sanitary condition, free of insects, rodents, vermin, and other pests.
- (c) To refrain from performing any act or carrying out any practice which may injure the Leased Premises or any part of the GCRA, or cause any offensive odors, radio interference emission, or loud noise, or to constitute a nuisance to any other tenants, airline passengers, or the general public in the GCRA terminal building.
- (d) To conform to and comply with any and all laws, rules, and regulations which have been heretofore, and which may hereafter be adopted by any governmental authority having jurisdiction, including City, and the GCRA Advisory Board, except City shall not impose upon Tenant any rule or regulation inconsistent with the terms of this Agreement, or state or federal laws.
- (e) To procure and maintain all permits and licenses, pay all charges, fees, and taxes, and give all notices required by law.

The parties acknowledge and agree that if Tenant fails or neglects to perform or observe any of Tenant's obligations, duties, or responsibilities as set forth above, such failure and/or neglect shall be considered material noncompliance with the terms and conditions of this Agreement.

7. **MAINTENANCE**. City shall be responsible for all necessary maintenance and repairs to the Leased Premises; provided, however, Tenant shall be responsible for any repairs or maintenance required due to the negligence of Tenant, its employees, agents, or customers. City shall provide janitorial services to the Leased Premises, with the exception that Tenant shall be responsible for cleaning storage building 17.

8. **UTILITIES**. City shall pay all utility charges in connection with the Leased Premises, including gas, electricity, and water. Tenant shall pay all cable, telephone, internet, or other charges incurred by Tenant.

9. **ALTERATIONS**. Tenant shall not make any material or substantial alterations or additions to the Leased Premises without the prior written consent of City. All installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of City and shall remain upon, and be surrendered with, the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement.

10. **TAXES**. Tenant shall be responsible for payment of all taxes and assessments levied against personal property owned by Tenant and located on the Leased Premises. The parties acknowledge that the Leased Premises is exempt from ad valorem taxes at the present time since it is owned by City, however, the parties agree that should City be compelled at a later date to pay ad valorem taxes on the Leased Premises, that such taxes shall be assessed to and paid by Tenant on a pro-rata basis as determined by the square footage leased by Tenant compared to the total square footage of the real property subject to ad valorem taxes.

11. **INSURANCE**. Tenant agrees to procure and maintain a comprehensive liability insurance policy covering bodily injury and property damage in an amount not less than Five Hundred Thousand Dollars (\$500,000) per person and Five Hundred Thousand Dollars (\$500,000) per occurrence, with City named as an additional loss payee/insured. Tenant shall also maintain workers' compensation insurance for its employees and agents as required by Kansas law. Tenant acknowledges and agrees that it, its agents or employees are not employees of City. Tenant shall annually provide proof of required insurance to City, or at any time requested by City. In addition, Tenant shall immediately notify City of any cancellation of required insurance and Tenant shall require its insurance carriers to mail notices of cancellation to City.

12. **CASUALTY INSURANCE**. City agrees to keep the building where the Leased Premises are located insured against loss or damage for fire or other casualties. City shall not insure any property owned by Tenant, and Tenant shall not be a loss payee on any insurance policy maintained by City. Tenant shall be responsible for insuring its personal property located on the Leased premises.

13. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless City from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, its agents, employees, or customers.

14. **LIENS AND ENCUMBRANCES.** Tenant covenants and agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises, at Tenant's request or by Tenant's authority.

15. **DAMAGE BY FIRE OR OTHER CASUALTY.** Tenant shall use every precaution against fire and shall, in case of fire or other casualty for which Tenant is not under an obligation to repair, immediately notify City, who shall, unless the Leased Premises be so damaged that City shall decide not to repair or rebuild, thereupon cause the damage to be promptly repaired. If the Leased Premises are so destroyed or damaged so that City decides not to repair or rebuild, either temporarily or permanently, then the term of this Agreement shall cease as of the date upon which the casualty occurred, with no further obligation of either party hereunder to recognize this Agreement. If City decides to rebuild or repair, then the rent during the restoration period shall abate in proportion and to the extent the Leased Premises had been rendered untenable by said casualty.

16. **RIGHT TO INSPECT.** City hereby reserves, and Tenant hereby accords to City, the right, personally or through any representative of City's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises, exhibiting the same to a prospective purchaser or lessee, or otherwise.

17. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration of the term of this Agreement without having executed a new written Agreement with City, such holding over shall not constitute a renewal or extension of this Agreement. City may, at its option, elect to treat Tenant as one who has not been removed at the end of term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation. In the alternative, City may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

18. **SURRENDER AND TERMINATION.** Subject to the holding over period provided in paragraph 17 above, upon expiration of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to City, broom-clean and in as good condition or repair as the same were at the inception of this Agreement, reasonable depreciation and damages from the elements excepted, including, but not limited to, the obligation to repair any and all damages caused by Tenant's removal of any trade fixtures or equipment installed by Tenant during the term hereof.

19. **DEFAULT**. This Agreement is made upon the express condition that if Tenant fails to pay the rent specified in paragraph 3 above, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from City to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for ten (10) days after written notice to Tenant from City, City at any time thereafter, by written notice to Tenant, may lawfully declare the termination of this Agreement and re-enter the Leased Premises or any part thereof. City shall have the right to remove, at Tenant's expense, any of Tenant's property left remaining in or upon the Leased Premises. In addition, Tenant shall remain and continue to be liable to City in a sum equal to all fixed and additional rent herein reserved for the balance of the term herein originally granted. City shall have the right to pursue all available remedies allowed by law, should Tenant be in default.

20. **ASSIGNMENT OR SUBLEASE**. Tenant shall not assign, sublet, or transfer this Agreement or any rights granted to Tenant herein, nor shall Tenant sell or convey this Agreement or any right herein, without the prior written consent of City.

21. **SIGNS**. Tenant shall have the right to install signs to the Leased Premises, either outside or inside, provided however, that no sign shall be installed without first obtaining written authorization from City. All signs and displays must be designed in such a fashion that they not do material damage to the Leased Premises. At the termination of this Agreement, all signs must be removed and all holes and damages from installing and removing signs must be repaired at Tenant's expense. All signs and displays must conform with applicable ordinances of City.

22. **NONEXCLUSIVE RIGHT**. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303.

23. **NONDISCRIMINATION**.

- (a) Tenant, as part of the consideration hereof, for itself, its personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.

- (b) In the event that Tenant should breach any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises, and hold the same as if this Agreement had never been made or issued.
- (c) This Agreement shall be subordinate to the provisions of any existing and future agreements between City and the United States of America, the State of Kansas, and the City of Garden City, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

24. **ACCESSIBILITY FOR HANDICAPPED.** City will be responsible for any alterations and/or construction within the Leased Premises, which may be mandated by the Americans with Disabilities Act of 1990, 42 U.S.C.S. § 12101, et seq., or as amended.

25. **OBSTRUCTIONS.** City reserves the right to take any action it may deem necessary to protect aerial approaches of the GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of City, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and its successors and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the GCRA which it may desire to undertake, and for which it has received City's prior written approval.

26. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant 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 Tenant.

27. **STRICT COMPLIANCE WITH LAWS.** Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, City, the GCRA Director of Aviation, the GCRA Advisory Board, or any other governmental agency or entity having jurisdiction over the GCRA.

28. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of its employees or others while servicing aircraft being operated by or on behalf of Tenant, under the Tenant's specific direction. All such spills shall be reported immediately to City. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant. Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify City for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, its employees, or others while servicing aircraft being operated by or on behalf of Tenant, under the Tenant's specific direction.

29. **GENERAL COVENANTS.**

(a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

(1) If to City: Director of Aviation - Garden City Regional Airport  
2225 South Air Service Road, Suite 112  
Garden City, Kansas 67846

(2) If to Tenant: Lorin Carr  
Real Estate - Regional Group  
American Airlines, Inc.  
4333 Amon Carter Boulevard  
Fort Worth, Texas 76155

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

- (b) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, and personal representatives and permitted assigns.
- (d) This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

CITY OF GARDEN CITY, KANSAS

By \_\_\_\_\_  
DAN FANKHAUSER, Mayor

ATTEST:

\_\_\_\_\_

CELYN N. HURTADO, City Clerk

TENANT – AMERICAN AIRLINES, INC.

By \_\_\_\_\_  
CHRIS COLLISON,  
Director of Real Estate  
American Airlines Regional Group

W:\RDG\CITY\AIRPORTLEASES\AmericanAirlines.Lease(2013).doc



## 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](http://www.garden-city.org)

## MEMORANDUM

DATE: May 21, 2013  
TO: Governing Body  
FROM: Alex Mestdagh  
RE: 2013 Underground Electric Bids

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### Issue:

The Governing Body is asked to consider Staff's recommendation of acceptance of Dick Construction's bid for this project.

### Background:

The City Electric Department has several locations in the community that require work to install underground electrical facilities. The conduit installation work for four of these locations was packaged together into a construction package and bids were opened on May 20. Only one bid was received, from Dick Construction, and it is slightly higher than the Engineer's Estimate.

According to the City's 2011 Purchasing & Contracting Manual, bids within two percent of the Engineer's Estimate may be accepted by the Governing Body if the low bidder is willing to reduce their bid to an amount equal to the estimate. Dick Construction has agreed to lower their bid to the Engineer's Estimate of \$32,420.00.

### Alternatives

The Governing Body may choose to award the contract to Dick Construction, or direct staff to rebid the project.

### Recommendation

Staff recommends awarding the contract to Dick Construction in the amount of \$32,420.00.

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

TABULATION OF BIDS  
5/20/2013 10:00

**2013 UNDERGROUND ELECTRIC PROJECTS**

<b>BIDDER</b>	<b>PART A</b>	<b>COMMENT</b>
Dick Construction	\$ 32,902.50	
Engineer's Estimate	\$ 32,420.00	

**2013 UNDERGROUND ELECTRIC PROJECTS**

		Engineer's Estimate			Dick Construction		
No.	Bid Item	UNIT (LF)	UNIT COST	TOTAL COST	UNIT (LF)	UNIT COST	TOTAL COST
1	Project A	460	\$ 15.00	\$ 6,900.00	460	\$ 11.50	\$ 5,290.00
2	Project B	340	\$ 15.00	\$ 5,100.00	705	\$ 11.50	\$ 8,107.50
3	Project C	885	\$ 20.00	\$ 17,700.00	1,490	\$ 11.75	\$ 17,507.50
4	Project D	170	\$ 16.00	\$ 2,720.00	170	\$ 11.75	\$ 1,997.50
<b>TOTAL:</b>		<b>\$</b>		<b>32,420.00</b>	<b>\$</b>		<b>32,902.50</b>

**EASEMENT**

In consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned,

**MOSAIC HOUSING CORP. XX - GARDEN CITY**

their successors and assigns, hereby grant to the City of Garden City, Kansas (City), its successors, assigns, lessees, agents, franchisees, and all others granted the right to use or occupy a City right-of-way or easement, the right, privilege, and authority to construct, erect, maintain, repair, reconstruct, operate, or remove a line or lines for all City operated, franchised, or otherwise authorized, utilities, including but not limited to electric, water, sanitary sewer, gas, and telecommunications lines and ancillary equipment, on, over, and under the surface of the following described real estate:

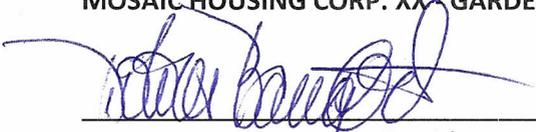
Beginning at the Southwest Corner of Lot 1, Block 2, Heritage Place Second Addition, thence East along the South line of said Lot, 10.00 feet; thence North along a line 10.00 feet East of, as measured perpendicular to and parallel with, the West line of said Lot, a distance of 231.80 feet; thence Southerly to a point on the West line of said lot, which is 141.18 feet North of the Southwest corner of Said Lot 1; thence South along the West line of said lot, to the Point of Beginning. Said tract contains 2,302 square feet, more or less.

together with the rights and privileges therein necessary for the full enjoyment thereof, including the right of ingress and egress. This Easement shall run with the land.

It is expressly understood that the undersigned, in granting the use herein specified, have done so without divesting themselves of the use and enjoyment of the described premises, subject only to the rights of the City, its successors, assigns, lessees, agents, and franchisees to use the same for the purposes herein specified.

IN WITNESS WHEREOF, the Grantors have caused this Easement Agreement to be signed this 13<sup>th</sup> day of May, 2013.

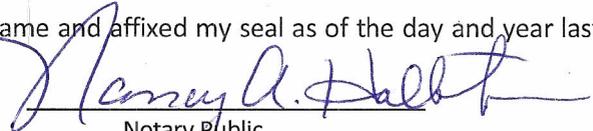
**MOSAIC HOUSING CORP. XX - GARDEN CITY**

  
\_\_\_\_\_  
, President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

BE IT REMEMBERED, that on the 13<sup>th</sup> day of May, 2013, before me, a Notary Public in and for the County and State aforesaid, came Doris Barger and \_\_\_\_\_ who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

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

My Commission Expires: May 12<sup>th</sup> 2017





# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 30 May 2013

**RE:** 2013 STREET IMPROVEMENT BIDS

## ISSUE

Bids were received today for the construction of the 2013 Street Improvement Project. The bid tabulation is attached.

## BACKGROUND

The project is for concrete reconstruction of both blocks of Chainey Street and Rock Road. Alternate bids were taken for removal of the existing pavement and excavation of the old road base, which could be done by City forces depending upon the total cost.

Two bids were received, with the low bid being from Lee Construction, Inc., which is under the engineer's estimate and within the available funding.

## ALTERNATIVES

- 1) The Governing Body may accept the low bid, including alternates, and award a contract.
- 2) The Governing Body may reject the bids.

## RECOMMENDATION

Staff recommends awarding the contract to Lee Construction, Inc., Garden City in the amount of \$336,588.00, and authorizing the Mayor and City Clerk to execute the contracts when the documents have been returned by the contractor.

## FISCAL

The project is funded from the KDOT Federal Fund Exchange program at no cost to the City.



## **Engineering Department**

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

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

CITY ADMINISTRATIVE  
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301 N. 8<sup>TH</sup>  
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**2013 STREET IMPROVEMENTS [28 U-0051-12]**

				Enginee's Estimate		J-A-G Construction Co.		Lee Construction Inc.	
<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>	<u>Unit Cost</u>	<u>Extension</u>	<u>Unit Cost</u>	<u>Extension</u>
<b>SCHEDULE 1 - CHAINEY STREET (NORTH)</b>									
1.	Remove Curb & Gutter	370	LF	\$ 10.00	\$ 3,700.00	\$ 4.00	\$ 1,480.00	\$ 5.00	\$ 1,850.00
2.	Replace Curb & Gutter	370	LF	\$ 22.00	\$ 8,140.00	\$ 21.00	\$ 7,770.00	\$ 22.00	\$ 8,140.00
3.	6" AB-2 Base	1,646	SY	\$ 5.00	\$ 8,230.00	\$ 4.50	\$ 7,407.00	\$ 5.00	\$ 8,230.00
4.	Concrete Pavement (7" Uni)(AE)(NRDJ)	1,646	SY	\$ 44.00	\$ 72,424.00	\$ 42.00	\$ 69,132.00	\$ 43.50	\$ 71,601.00
5.	R & R 6" Driveway	205	SY	\$ 50.00	\$ 10,250.00	\$ 52.00	\$ 10,660.00	\$ 40.00	\$ 8,200.00
6.	R & R 4" Sidewalk	50	SY	\$ 30.00	\$ 1,500.00	\$ 50.00	\$ 2,500.00	\$ 45.00	\$ 2,250.00
7.	Erosion & Sediment Control	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 750.00	\$ 750.00
8.	Construction Staking	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,750.00	\$ 1,750.00	\$ 1,650.00	\$ 1,650.00
9.	Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 3,000.00	\$ 3,000.00
<b>TOTAL SCHEDULE 1:</b>				\$	106,744.00	\$	101,049.00	\$	105,671.00
<b>SCHEDULE 1 - ALTERNATE ITEMS</b>									
10.	Remove Existing Asphalt Pavement	1,646	SY	\$ 8.00	\$ 13,168.00	\$ 7.00	\$ 11,522.00	\$ 4.00	\$ 6,584.00
11.	Excavation	230	CY	\$ 15.00	\$ 3,450.00	\$ 13.00	\$ 2,990.00	\$ 18.00	\$ 4,140.00
<b>TOTAL SCHEDULE 1 WITH ALTERNATES:</b>				\$	123,362.00	\$	115,561.00	\$	116,395.00
<b>SCHEDULE 2 - CHAINEY STREET (SOUTH)</b>									
1.	Remove Curb & Gutter	175	LF	\$ 10.00	\$ 1,750.00	\$ 4.00	\$ 700.00	\$ 5.00	\$ 875.00
2.	Replace Curb & Gutter	175	LF	\$ 22.00	\$ 3,850.00	\$ 21.00	\$ 3,675.00	\$ 22.00	\$ 3,850.00
3.	6" AB-2 Base	1,543	SY	\$ 5.00	\$ 7,715.00	\$ 4.50	\$ 6,943.50	\$ 5.00	\$ 7,715.00
4.	Concrete Pavement (7" Uni)(AE)(NRDJ)	1,543	SY	\$ 44.00	\$ 67,892.00	\$ 42.00	\$ 64,806.00	\$ 40.00	\$ 61,720.00
5.	R & R 6" Driveway	97	SY	\$ 50.00	\$ 4,850.00	\$ 52.00	\$ 5,044.00	\$ 45.00	\$ 4,365.00
6.	R & R 4" Sidewalk	50	SY	\$ 30.00	\$ 1,500.00	\$ 50.00	\$ 2,500.00	\$ 45.00	\$ 2,250.00
7.	Erosion & Sediment Control	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00
8.	Construction Staking	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,750.00	\$ 1,750.00	\$ 1,500.00	\$ 1,500.00
9.	Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 3,000.00	\$ 3,000.00
<b>TOTAL SCHEDULE 2:</b>				\$	90,057.00	\$	85,768.50	\$	86,275.00
<b>SCHEDULE 2 - ALTERNATE ITEMS</b>									
10.	Remove Existing Asphalt Pavement	1,543	SY	\$ 8.00	\$ 12,344.00	\$ 7.00	\$ 10,801.00	\$ 4.00	\$ 6,172.00
11.	Excavation	216	CY	\$ 15.00	\$ 3,240.00	\$ 13.00	\$ 2,808.00	\$ 18.00	\$ 3,888.00
<b>TOTAL SCHEDULE 2 WITH ALTERNATES:</b>				\$	105,641.00	\$	99,377.50	\$	96,335.00

**SCHEDULE 3 - ROCK ROAD**

1.	Remove Curb & Gutter	290	LF	\$ 10.00	\$ 2,900.00	\$ 4.00	\$ 1,160.00	\$ 5.00	\$ 1,450.00
2.	Replace Curb & Gutter	290	LF	\$ 22.00	\$ 6,380.00	\$ 21.00	\$ 6,090.00	\$ 22.00	\$ 6,380.00
3.	6" AB-2 Base	1,967	SY	\$ 5.00	\$ 9,835.00	\$ 4.50	\$ 8,851.50	\$ 5.00	\$ 9,835.00
4.	Concrete Pavement (7" Uni)(AE)(NRDJ)	1,967	SY	\$ 44.00	\$ 86,548.00	\$ 42.00	\$ 82,614.00	\$ 40.00	\$ 78,680.00
5.	R & R 6" Driveway	161	SY	\$ 50.00	\$ 8,050.00	\$ 52.00	\$ 8,372.00	\$ 45.00	\$ 7,245.00
6.	R & R 4" Sidewalk	50	SY	\$ 30.00	\$ 1,500.00	\$ 50.00	\$ 2,500.00	\$ 45.00	\$ 2,250.00
7.	Erosion & Sediment Control	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 800.00	\$ 800.00
8.	Construction Staking	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,750.00	\$ 1,750.00	\$ 1,900.00	\$ 1,900.00
9.	Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00
<b>TOTAL SCHEDULE 3:</b>				\$	117,713.00	\$	111,687.50	\$	111,040.00

**SCHEDULE 3 - ALTERNATE ITEMS**

10.	Remove Existing Asphalt Pavement	1,967	SY	\$ 8.00	\$ 15,736.00	\$ 7.00	\$ 13,769.00	\$ 4.00	\$ 7,868.00
11.	Excavation	275	CY	\$ 15.00	\$ 4,125.00	\$ 13.00	\$ 3,575.00	\$ 18.00	\$ 4,950.00
<b>TOTAL SCHEDULE 3 WITH ALTERNATES:</b>					\$137,574.00		\$129,031.50		\$123,858.00
<b>GRAND TOTAL SCHEDULES 1, 2, AND 3:</b>				\$	314,514.00	\$	298,505.00	\$	302,986.00
<b>GRAND TOTAL SCHEDULES 1, 2, AND 3 WITH ALTERNATES:</b>					\$366,577.00		\$343,970.00		\$336,588.00



**MEMORANDUM**

**TO:** Governing Body

**THROUGH:** Matt Allen, City Manager

**FROM:** Mike Muirhead, Public Utilities Director

**DATE:** May 21, 2013

**RE:** Substation #10 Control Building

**ISSUE:**

Bids were received on May 16, 2013 for the purchase of the control building necessary for substation #10 currently under construction. Bids were requested from 8 (eight) manufacturers. Seven of the eight bids met the deadline and specifications as confirmed from our consulting engineering firm Utility Help Net. Engineer's recommendation, bid summary and tabulation is attached.

**BACKGROUND:**

The Electric Division is in the process of building Substation #10 and the control building is a key component to the safe operation and automation of the substation.

**ALTERNATIVES:**

Accept the low bid from AAZ Atkincon in the amount of \$115,570.00.  
Accept the recommended bid from Old Castle in the amount of \$117,803.00.  
Reject all bids, and direct staff to re-bid the control building.

**RECOMMENDATION:**

Staff recommends accepting the Old Castle bid in the amount of \$127,757.35. (\$117,803.00, plus tax \$9,954.35)

*The bid submitted from Old Castle is for a concrete one-piece building not a metal framed building as detailed in the bid specification. This style of building only requires a footing foundation as a concrete slab floor is integral to the building. This results in an estimated savings of \$3,400 in labor and materials in the substation construction portion of the project. Further, Old Castle quoted a larger DC battery system that will provide a longer emergency operation time in the event of a loss of AC power. This building also has a superior wind rating of 150 MPH for resistance to severe weather.*

**FISCAL NOTE:**

The Electric department's Substation budget contains adequate funds to finance this purchase.

Cliff Sonnenberg  
Electric Superintendent

CITY COMMISSION

DAN FANKHAUSER,  
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

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  
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620.276.1160  
FAX 620.276.1169  
www.garden-city.org



*The Operating Support you need...  
When you need it.*

May 21, 2013

Kent Pottorf  
City of Garden City, Kansas

Thank you for the opportunity for Utility HelpNet, Inc. to provide engineering services for your community. Below is our recommendation on the bid proposal for the Control Building bids for Substation 10 project

A Request for Proposal for Control Buildings was sent to the following Vendors. The bids received were as follows: Optional Installation fees such as crane costs were not included as they will be the responsibility of the substation contractor or the City can pay directly to save costs.

AZZ – Atkincon	115,570.00
Old Castle	117,803.00
ThermoBond	134,190.00
Parkline	177,961.00
PTMW	164,169.00
Trachte USA	213,573.00
Myers Power Products	227,535.00
Lone Star Express	No Bid

We reviewed all the bids received. In addition, we requested additional information from AZZ and Old Castle as they were the 2 low bidders. Both vendors supplied additional materials including representative pictures and drawings. Both vendors met the minimum requirements of the bid proposal.

The bid submitted from Old Castle is for a concrete one-piece building not a metal framed building as detailed in the bid specification. This style of building only requires a footing foundation as a concrete slab floor is integral to the building. This results in an estimated savings of \$3,400 in labor and materials in the substation construction portion of the project. Further, Old Castle quoted a larger DC battery system that will provide a longer emergency operation time in the event of a loss of AC power. This building also has a superior wind rating of 150 MPH for resistance to severe weather.

**For these technical reasons and the lower overall project cost, We recommend accepting the bid from Old Castle in the amount of \$117,803.**

Please feel free to call me at **(316) 946-1144** if you would like additional information. We look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads 'Cris Naegele'.

Cris Naegele P.E.



*The Operating Support you need...  
When you need it.*



PO Box 9286, Wichita, KS, 67277  
**(800) 993-1843**  
[www.utilityhelpnet.com](http://www.utilityhelpnet.com)



# MEMORANDUM

**TO:** Governing Body

**THROUGH:** Matt Allen, City Manager

**FROM:** Mike Muirhead, Public Utilities Director

**DATE:** May 21, 2013

**RE:** Substation #10 Circuit Conductor

**ISSUE:**

Bids were received on May 21, 2013 for the purchase of 35kV and 15kV primary power cable required for the feeder get-away from Substation #10. Bids were received from 6 (six) manufacturers with all meeting the deadline and the minimum specifications.

The bid summary and tabulation is attached.

**BACKGROUND:**

The Electric Division is in the process of constructing Substation #10 and the high voltage cable incoming and outgoing of the substation is required to enable its operation.

**ALTERNATIVES:**

Accept the low bid from Dougherty Sales.

Reject all bids and direct staff to re advertise for bids.

**RECOMMENDATION:**

Staff recommends awarding the bid to Dougherty Sales in the total amount of \$466,542.88 (\$411,750.00, plus tax \$34,792.88, total \$446,542.88).

**FISCAL NOTE:**

The Electric department's Distribution and Substation budgets contain adequate funds to finance the completion of this contract.

Cliff Sonnenberg  
Electric Superintendent

CITY COMMISSION

DAN FANKHAUSER,  
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

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)

Kriz-Davis Co.	Cat #	Unit Price	Quantity	Total
Okonite	115-23-3135	\$13,701.03	15000	\$205,515.47
	115-23-3675	\$17,010.31	15000	\$255,154.64
				\$460,670.10
Kerite	175X15-K4400	\$16,632.00	15000	\$249,480.00
	175X35-K4400	\$19,200.00	15000	\$288,000.00
				\$537,480.00
HD Supply				
Okonite	115-23-3135	\$13,850.00	15000	\$207,750.00
	115-23-3675	\$17,190.00	15000	\$257,850.00
				\$465,600.00
Techline				
Prysmian Cable	306309A	\$14,605.00	15000	\$219,075.00
	QXU477A	\$16,985.00	15000	\$254,775.00
				\$473,850.00
Wesco				
Kerite	175X15-K4400	\$17,200.00	15000	\$258,000.00
	175X35-K4400	\$19,810.00	15000	\$297,150.00
				\$555,150.00
Stanion				
Kerite	175X15-K4400	\$16,379.00	15000	\$245,685.00
	175X35-K4400	\$18,897.00	15000	\$283,455.00
				\$529,140.00
Doughtery Sales				
CME Wire and Cable	750-01C 15KV -MV-105	\$12,740.00	15000	\$191,100.00
CME Wire and Cable	750-01C 35KV -MV-105	\$14,710.00	15000	\$220,650.00
				\$411,750.00



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**MEMORANDUM**

**TO:** Governing Body

**THROUGH:** Matt Allen, City Manager

**FROM:** Mike Muirhead, Public Utilities Director

**DATE:** May 21, 2013

**RE:** Substation #10 35 KV Switchgear

**ISSUE:**

Bids were received on May 9, 2013 for the purchase of the necessary 35 KV Switchgear for Substation #10 currently under construction. Bids were requested from 4 (four) manufacturers. However, only one met the deadline and specifications as confirmed from our consulting engineering firm Utility Help Net. Engineer's recommendation, bid summary and tabulation is attached.

**BACKGROUND:**

The Electric Division is in the process of building Substation #10 and this high voltage switchgear is a key component to enable its operation and automation.

**ALTERNATIVES:**

Accept the bid from Kriz-Davis Co.  
Reject all bids, and direct staff to re-bid the switchgear.

**RECOMMENDATION:**

Staff recommends granting the contract to Kriz-Davis Co. in the amount of \$136,084.78 (\$125,653.00 plus tax \$10,431.78)

**FISCAL NOTE:**

The Electric department's Substation budget contains adequate funds to finance this purchase.

Cliff Sonnenberg  
Electric Superintendent



*The Operating Support you need...  
When you need it.*

May 21, 2013

Kent Pottorf  
City of Garden City, Kansas

Thank you for the opportunity for Utility HelpNet, Inc. to provide engineering services for your community. Below is our recommendation on the bid proposal for the 35kV switchgear bids for Substation 10 project

A request for Proposal for 35kV pad-mounted switchgear was sent to the following Vendors:

ABB  
SquareD  
S&C  
Elastimold  
Cooper  
G&W

Of these vendors, only Elastimold and Cooper responded with solutions that met the criteria of the specifications. None of the other vendors could supply padmounted gear that did not include SF6 Gas at 35kV.

The only bid that was received by the bid due date was from Cooper, Kriz-Davis is the local distributor. Elastimold did submit a bid proposal, but as it was received 4 days after the bid due date was eliminated from review.

I requested some clarifications on the proposal as submitted. I also had a conference call with Kriz-Davis and the Cooper design engineer. As a result of these conversations, Cooper responded with a revised, superior, bid proposal. The basic components remained the same but were arranged in a more common configuration and will facilitate switching in the substation. We also requested motor operator control be quoted on all switches to facilitate improved operations with the new generation assets.

We recommend accepting the revised bid by Cooper for two 35kV padmount cabinet assemblies.

Item 110: VFI-9T 600A, 4-way with tie switch	79,139.00
6 Internal PT's	
E200 Insulating Oil	
2 VFI ways , W/Motor Operators	
2 iDP-210 125VDC relays, with ST Serial Fiber	
2 switched ways, W/Motor Operator Option	3,900.00
1 tie switch W/Motor Operator Option	1,950.00
1 DC Motor Operator Control	3,700.00
Customer will supply 120VAC for Heaters, 125VDC for control Power	

**Total with options 88,689.00**

Item 150: 3-way RVAC 600A	29,364.00
E200 Insulating Oil	



*The Operating Support you need...  
When you need it.*

2 switched ways, W/Motor Operator Option	3,900.00
1 DC Motor Operator Control	3,700.00
Customer will supply 120VAC for Heaters, 24VDC for control Power	
<b>Total with options</b>	<b>36,964.00</b>
<b>Total Purchase Order Value</b>	<b><u>\$125,653.00</u></b>

Please feel free to call me at [\(316\) 946-1144](tel:3169461144) if you would like additional information. We look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads 'Cris Naegele'.

Cris Naegele P.E.

# Other Entities Minutes

**HOLCOMB-GARDEN CITY-FINNEY COUNTY AREA PLANNING COMMISSION  
AGENDA**

Thursday, May 30, 2013  
9:00 A.M. City Commission Chamber – Garden City, Kansas

Note: If you require any accommodation (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify this office at (620) 276-1170 no later than 48 hours prior to the scheduled commencement of the meeting.

<b>8:30 A.M.      WORKSHOP - AGENDA REVIEW BETWEEN STAFF AND COMMISSION MEMBERS</b> <i>Public Comments/questions are welcome - NO DECISION CAN BE RENDERED.</i>
--

**I.      CHAIRMAN CALLS REGULAR MEETING TO ORDER**

**II.     APPROVAL OF MINUTES- April 11, 2013.**

**III.    PUBLIC COMMENT - Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**

**IV.    GENERAL STAFF REPORT AND UPDATE**

**V.     SUBMITTAL OF EXHIBITS FOR THE RECORD**

- A.    Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended**
- B.    Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended**
- C.    Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended**
- D.    All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
- E.    All application files in their entirety including Staff Reports**

**VI.    BUSINESS**

- o *Staff Report & Applicant Presentation*
- o *Public Hearing*
- o *Staff or Applicant Address Public Hearing Comments*
- o *Commission Action*

**BUSINESS:**

**GC2013-35:** To consider a request to rezone 325 S. Jennie Barker from “A” Agricultural District to “P-F” Public Facility District at the request of the City of Garden City.

**GC2013-30:** To consider a Replat of the Pioneer Road Estates at the request of GC Builders, LLC. The approximate location is 3002 N. Campus Dr.

**FC2013-33:** To consider a Replat of the Westside Industrial Subdivision at the request of Kanamak Hydraulics. The approximate location is 2218 W. Mary.

**FC2013-31:** To consider a plat for the Sloan Nichols Addition to Finney County at the request Elnora Sloan. The approximate location is 305 N. Six Mile Rd.

**FC2013-32:** To consider rezoning the Sloan Nichols Addition from “A” Agriculture to “R-R” Rural Residential at the request of Elnora Sloan. The approximate location is 305 N. Six Mile Rd.

**FC2013-26:** To consider rezoning the property from “A” Agriculture to “R-I” Rural Industrial at the request of David Peters. The approximate location is 4435 E. Plymell.

**FC2013-28:** Discussion to consider rezoning T-Bone Stakes from “L-R” Low Density Residential to “R-R” Rural Residential at the request of a Finney County resident. No vote will be taken.

**VII.    ADJOURN**

**MINUTES**

**HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA  
PLANNING COMMISSION**

April 11, 2013

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, April 11, 2013 in the City Commission Chambers at the City of Garden City Administrative Center located at 301 North 8<sup>th</sup> Street, Garden City, Kansas.

**I. CALL TO ORDER**

Chairman King called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Chairman King, Member Rishel, Member Lopez, Member Howard, Member Garcia, Member Doll, and Member Chappel. Also present were Secretary Kentner and Staff Becerril and Henderson.

**II. APPROVAL OF MINUTES**

*Member Chappel* made a motion to approve the March 21, 2013 minutes. *Member Howard* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Yea	Not Present	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

*Chairman King* takes time to thank *Member Doll* for her service on the Planning Commission.

**III. PUBLIC COMMENT**

**IV. SUBMITTAL OF EXHIBITS FOR THE RECORD**

- A. Finney county Zoning Regulations of 1995 as amended**
- B. Subdivision Regulations of 1996 as amended**
- C. Finney County Comprehensive Plan as amended**
- D. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
- E. All application files in their entirety including Staff Reports**

**NEW BUSINESS**

**FC2013-17: Final Plat for McMillan Addition, 1935 E. TV Rd., Rod McMillan**

*Staff Henderson* reads staff report for plat and rezoning.

*OPEN PUBLIC COMMENT*

*CLOSE PUBLIC COMMENT*

*Secretary Kentner*- There are two existing homes at the location. They can now be sold separately. It is part of the regulations that agricultural uses are known and that they were there first. That won't stop the issue of someone purchasing the property 20 years from now and saying they never know there was a dairy just north of there. The structures are on properties that have historically been used as residences.

*Chairman King*- Does the north half of that section belong to Kleystuebers?

*Greg Hands*- I believe Loretta Staley owns that.

*Chairman King*- The only comment Dean (Kleystueber) made to me was that any possible expansion to the dairy would have to be to the south or the east. Dairies and feedlots are coming under regulations that are unbelievable. He doesn't want to get into a situation where it limits his options on expansion. I don't know where he's pumping for sure.

*Secretary Kentner*- There are 300 acres in between (points to map).

*Staff Henderson*- It's about 8,000ft.

*Secretary Kentner*- 5, 680ft so it's about a mile.

*Chairman King*- He said a mile. He would like some assurance. He said he doesn't have any problem with what they're doing, he just wants to be on the right side of this when the government comes back and says you have to be a mile from residential.

*Secretary Kentner-* I believe they are actually closer to the residences in Plymell.

*Member Lopez-* The truth of the matter is, unfortunately, there is no way to give him assurance that the government isn't going to change regulations. I would tend to concur with staff that this is an existing business and it should have no immediate effect on them but as far as the future, you never know.

*Secretary Kentner-* If I recall, if a new feedlot were to come in, I think KDHE requires a mile radius from residences. These two houses would be outside that radius. The houses and the school in Plymell would actually be closer.

*Member Lopez-* Those houses already existing would be a bigger issue for them.

*Dave Matthews-* I believe the current regulations are about 4,500ft.

*Secretary Kentner-* Ok, so they would be out of that area on this side. The Plymell area would not be.

*Member Doll-* What is that NE of the lot?

*Greg Hands-* That's our feed yard. We won't complain.

*Secretary Kentner-* No issue there.

*Kristen Tate-* Are there current buyers that are interested in those properties right now? Are there plans to develop them?

*Secretary Kentner-* No, there are two lots. If someone wanted to tear down the existing house and build a new one, they could.

*Kristen Tate-* Ok, but can they put in a trailer park?

*Secretary Kentner-* No. Only single family and Ag uses are permitted.

*Staff Henderson-* They could put in an RDMH but not a single-wide trailer or more than one dwelling on the property.

*Chairman King-* Does this go onto the County Commission now?

*Secretary Kentner-* Yes.

*Chairman King-* Do they know the advantage of making those lots 5 acres?

*Dave Matthews-* Well, since you changed the Rural Residential regulations, did the advantage really change? It used to be you had to have 5 acres for animals but that's been reduced so I don't know that the advantages exist anymore. We could squeeze in 5 acres without taking agricultural land.

*Chairman King-* But they were aware of the 5 acres?

*Secretary Kentner-* Yes.

*Dave Matthews-* They aren't taking the trees along the side and I believe the buildings along the north are for the farming operation.

*Staff Becerril-* I also made him aware of the septic requirements; that they will have to go with an Advanced Treatment Unit (ATU) if the septic fails.

*Secretary Kentner-* Because they are less than 5 acres.

*Chairman King-* Well, that's part of it. We are requiring that on anything less than 5 acres?

*Secretary Kentner-* On 2 acres or less, it's mandatory. On 2 to 5 acres, the County Commission wanted to leave that open if it's an existing property.

*Member Lopez-* I've visited dairies and the environment is very different than a feed yard would be. I think they do that for milk production. I don't see this as being problematic for them as far as expansion.

*Member Chappel-* When you get into the county and the residential supersedes the agriculture, that's a problem. You put in one residence and it controls a vast acreage of farmland.

*Secretary Kentner-* Anywhere where you have residences, within 1,000ft, by law they have a right to voice their opinion on anything that would impact them. If Ag was there already, they may have some precedence.

*Member Lopez-* I still feel like any problems with the dairy expanding already exist closer to the northwest so I don't see how this project specifically affects them.

*Greg Hands-* To the northwest is mostly their own facilities.

*Member Lopez-* Well I mean where the school, the church and residences are.

*Tyler Hands-* There is only one house there that isn't Kleystuebers.

*Chairman King-* I guess if we were changing the old homestead to "R-R" I probably wouldn't have any trouble but putting a new plat in there to sell...

*Secretary Kentner-* Well there are already two houses on that property. One was probably the original house and the other was moved in. They are putting a lot line right through the middle so that someone could remodel the farmhouse. If it were a completely new plat with new houses, I could see there being issues with that.

*Member Lopez-* It would be an issue regardless.

*Secretary Kentner-* Right because if they are dividing up new lots way out there in the county, that's where the planning commission would need to step in.

*Chairman King-* Well we are developing two new lots for sale.

*Secretary Kentner-* Right.

**MEMBER LOPEZ MAKES MOTION TO APPROVE PLAT**

**MEMBER CHAPPEL SECONDS MOTION**

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

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Yea	Not Present	Yea	Nay	Yea	Yea	Yea	Not Present

Motion passed.

**FC2013-18: Rezone McMillan Addition from “A” to “R-R”, 1935 E. TV Rd, Rod McMillan**

*MEMBER CHAPPEL MAKES MOTION TO APPROVE REZONING*

*MEMBER LOPEZ SECONDS MOTION*

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

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Yea	Not Present	Yea	Nay	Yea	Yea	Yea	Not Present

Motion passed.

**GC2013-25: Rezone 2511 N. Hwy 83 from “C-2” to “I-2”, Mike Gian (Martin Nusser)**

*Staff Henderson reads staff report.*

*OPEN PUBLIC COMMENT*

*CLOSE PUBLIC COMMENT*

*Secretary Kentner-* The minimum buffer requirements between residential and industrial is 10ft. That doesn't mean that you guys can't recommend more if you see appropriate. There also has to be a privacy fence.

*Member Lopez-* Not only that but you mentioned across the street that there is potential for residential development.

*Secretary Kentner-* You have the wide ROW on Taylor, it's over 150ft wide. On the other side is a 20ft alley and then if you add 15ft to that then you are at 35ft.

*Member Chappel-* They can put landscaping around the fence also, right?

*Secretary Kentner-* Right, and we would probably recommend a combination of both just to make the industrial park that much nicer.

*Member Lopez-* Well, people were upset about having semi's park there so I don't think the same people realized the full implications of this change.

*Discussion ensues regarding publish date and number of letters sent out to notify property owners.*

*Ken Parks-* On the trucks you are talking about, the main issue that people had there was that it was going to restrict their access to get on Mary Street. This is to the east of there so it won't be restricting the Hager Addition entrance.

*Member Lopez-* Well they talked about dust and noise as well.

*Ken Parks-* So much of that was directly to the north. This property is to the back of the east side of Hagers. I don't see any difference between that and the "I-2". Did you have any complaints about the "I-2" to the south?

*Secretary Kentner-* It was already zoned "I-2" when the Hager Addition was built.

*Ken Parks-* It's surrounded by commercial or industrial now anyway. It's only a slight change from commercial to industrial and the traffic will mostly be east of Hager Addition.

*Member Doll-* What all is allowed in the "I-2"?

*Secretary Kentner explains uses allowed in the "I-2" District.*

*Secretary Kentner-* The other issue there is that they will have to address the roads on the development agreement because the road that abuts Thompson St. to the south and Mary St. That would probably need to be a contingency. 40 letters were sent out to surrounding property owners so they were notified.

*Chairman King-* Is there even an alley between the Hager Addition and this property?

*Secretary Kentner-* Yes, on the east side of the Hager Addition.

*Chairman King-* Are you mainly concerned about that row of houses on the east side?

*Member Lopez-* Well that's the immediate concern. We are choosing the direction of development and isolating them (Hager Addition) even more. Not only that, but across the street on Taylor as well. Industrial here may deter surrounding residential in the future.

*Ken Parks-* At this time, there is no residential on Taylor from 5 points all the way north. If it gets developed, it will be commercial.

*Secretary Kentner-* The comprehensive plan does show that as a mixed potential of Commercial, Industrial and Residential.

*Member Doll-* The property we are dealing with or on the east side of Taylor?

*Secretary Kentner-* The one being rezoned.

*Member Lopez-* We are kind of deciding what direction they can go.

*Member Doll*- So on the east side of Taylor it looks like Commercial, Residential?

*Staff Becerril*- Commercial, Industrial and Residential.

*Secretary Kentner*- On the east side of Taylor is Commercial.

*Chairman King*- Did that just recently change hands? Did that deal go through? The "R-3" on the east side?

*Secretary Kentner*- Yes.

*Chairman King*- With that change there, I'm sure there will be more activity than there has been in the past 20 years.

*Member Garcia*- Where are speaking of?

*Secretary Kentner*- The "R-3" right across the street. So it does meet the comprehensive plan as a mixed area. As much land as there is and based on the plat, the lot sizes wouldn't necessarily be impacted even if it were recommended that a 20 or 30ft buffer were required. There aren't many regulations required other than the combination of a fence and landscaping to beautify it. This would again bring up the issue of the importance of fencing around industrial areas. If you were living in one of those houses, what is acceptable to you? Most of those houses have fences anyway. You may have noise but it's no different than the issues they already deal with. I'm not sure if it's a good thing that there were no oppositions to this or not.

*Chairman King*- You had no response from the people in Hagers at all?

*Secretary Kentner*- No and I would have never predicted that. I don't know if the applicant visited with the homeowners and explained what he was doing.

*Member Chappel*- Once you put it in the "I-2", there's only so much you can put in there.

*Member Lopez*- When the letters went out, did you draw out what that could include?

*Secretary Kentner*- No, it's a standard letter that has just the facts and if they need more information, they can call us.

*Member Lopez*- Well, if you mentioned trucks, people would probably have a say.

*Member Garcia*- You probably aren't getting a response because they aren't seeing what's going in there. Once they find out, they are going to come back and say they don't like it. It will be past the point because we will have already approved it. It's going to limit the applicant or whoever owns the property or you will make the residential even more isolated.

*Member Lopez*- I understand you have done your due diligence as far as notifying the homeowners, however the implications of this decision are big.

*Secretary Kentner*- That's one of your jobs as a Planning Commissioner is to look out for the health and welfare of the public whether they voice their opinion or not. But, the comprehensive plan does show that as a mixed area. Maybe there should be some type of buffer in between. Maybe some multifamily.

*Member Lopez*- I think the General Commercial District did give them kind of a buffer. Switching to Medium Industrial is a considerable jump. There is more difference between residential and the new designation.

*Secretary Kentner*- The other thing is there might be an issue of where that lot line is between 2 & 3 and 5 & 6, maybe it's a recommendation to keep it commercial east and west of that lot line.

*Member Rishel*- Since they want to rezone this to industrial, is it just speculation or do they have prospects?

*Secretary Kentner*- I believe they may have a prospect or two for a couple of the lots. I don't think they'd do this if they didn't.

*Member Rishel*- Whereas if it's commercial, it's kind of dead and stagnant.

*Secretary Kentner*- Right. Maybe splitting it between Industrial and Commercial is an idea.

*Member Chappel*- Could we say there are restrictions on the west edge of this? Maybe a larger buffer zone?

*Secretary Kentner*- You could recommend that in the plat. We might want to address the plat in today's meeting and just say that we'll approve the plat with a 50ft or 20ft buffer, whatever you decide is appropriate.

*Chairman King*- What I'd like to do is before we pass something with a buffer, I wish Mike or Frank would come in here and talk to us and tell us what they have in mind.

*Secretary Kentner*- From what I understand, it is industrial use facilities.

*Member Chappel*- But we could pass it with an approved buffer zone on the west edge? We wouldn't have to have a specific buffer but they would have to come to us to get it approved.

*Member Garcia*- How much difference does it make to the owners if you adjust that road between lots 3 and 5 and make the east end more concurrent with what you are seeking and leave lots 1, 2, and 4 open for commercial? At this point, if they are only looking at one or two businesses right off the top...

*Secretary Kentner*- Right now you could say you are only going to rezone lots 3, 8, 9, 7 and 6 as industrial and 1, 2, 4 and 5 would stay commercial. If they wanted to come in later then they could do that.

*Member Garcia*- Is there any additional cost to the owner?

*Secretary Kentner*- They would have to go through the process again and there is a \$100 application fee.

*Ken Parks*- What is the difference between Commercial and Industrial as far as buffer zones?

*Secretary Kentner*- Industrial is 15ft and I believe it's a little less for commercial.

*Ken Parks*- So really, they are basically the same; within a few feet.

*Staff Henderson*- It's 10ft for commercial and 15ft for industrial.

*Ken Parks*- There is a reason why the industrial buffer zone is what it is: it seems to work. Now that's great, let's have 200ft between a house and industrial, the more the better. But let's not minimize those just because MAYBE the residents of the Hager Addition want more room. Obviously they don't because they didn't so and they are living with the "I-2" to the south. It seems like the regulations have a purpose for what they say.

*Secretary Kentner-* If you include the alley, it's 35ft. That's the closest they could get. They couldn't even put a parking lot that close because there is supposed to be a separation.

*Member Garcia-* On that same token, making comment to his, wouldn't you still leave yourself open to the option of additional commercial property like housing coming in between that as well? Not that it's going to happen but it could.

*Secretary Kentner-* The comprehensive plan lets it go either direction. They could do residential multi-family, industrial or commercial. It's pretty flexible because of what's out there.

*Member Lopez-* I think if we allow lots 1, 2, 4 and 5 to stay commercial, the conversation regarding the buffer zone would be mute.

*Secretary Kentner-* Right, and it would be a 10ft buffer zone for the commercial.

*Chairman King-* I don't know if you know what they have in mind out there or not, but I wouldn't feel comfortable discussing that with you even if you did. I think it's something that they need to come in and show us what they have planned so we can get it right the first time.

*Member Lopez-* Are you suggesting tabling it?

*Ken Parks-* The intention is to sell it to industrial users. They have one or two that are of industrial nature but they are wanting to make the whole area industrial.

*Chairman King-* They aren't wanting to break ground tomorrow?

*Ken Parks-* No.

*Secretary Kentner-* I think one of the prospects are interested in it fairly quickly.

*Ken Parks-* Yes.

*Secretary Kentner-* I believe they are interested in lot 3.

*Ken Parks-* There is nothing to discuss because they don't know who the other buyers are going to be. It's just whoever happens to need industrial land.

*Chairman King-* Well if they knew that we have some concerns, especially if we split it between industrial and commercial, whether that works out with their basic plan or not...

*Ken Parks-* At this time, I can't say whether they would accept that or not. I'm going to say no just because they applied to rezone all of it.

*Chairman King-* There are a few more questions with this.

*Steve (President of Chamber of Commerce)-* If the comprehensive plan has it zoned as potentially mixed, doesn't that mean it can be zoned one of those three things?

*Secretary Kentner-* Yes.

*Steve-* Does the comprehensive plan need to be reviewed then because it seems like it was done the way it was supposed to be done but yet there are still a lot of questions from the commission. My concern from a business standpoint, is you are going to hold people up at least another month so maybe the process needs to be revised.

*Secretary Kentner-* This is probably one of the bigger issue that arises when we give flexibility to an area. Especially if a business doesn't know what they are going to be doing.

*Steve-* A lot of times, they don't know. The neighbors were notified and there was no response. It meets the comprehensive plan and everything seems to be in place but there are still questions. Maybe the comprehensive plan needs to be reviewed.

*Secretary Kentner-* It is reviewed every 5 to 7 years. The last revision was done in 2009. In the State of Kansas, speculation zoning is a prohibited act. Usually you are supposed to have a plan to present to the Planning Commission to show what you are doing so they can make a better determination. Especially in flexible areas like this. The comprehensive plan does show it could go either way and there were no responses from the public, however it is still the Planning Commissions responsibility to give recommendation to the governing body one way or the other.

*Member Lopez-* It's only natural that he would advocate strongly for businesses in the community but the citizen board exists for purposes like this.

*Steve-* I agree.

*Chairman King-* We have a rule here that we try to stick to, and that is you show up to discuss your project because even on the smallest things, we still have questions and we need answers before we make a decision. We try to get it right the first time.

*Member Howard-* I think the fact that none of the homeowners have said anything and it's part of the comprehensive plan...

*Member Doll-* There hasn't been any interest in putting in residential but we have someone who wants to grow the industrial area; they came here first.

*Member Howard-* If it weren't in the comprehensive plan and it were something that we just threw out there, that would be another story. To me, one of the biggest things you go by is the public; the people living nearby.

*Member Rishel-* We are trying to grow the city and bring new businesses to the city and we have a property that is stagnant with no indication for its current use. Now we have interest in that property for a new industrial use. Do we want to stay stagnant or do we want to move forward?

*Secretary Kentner-* The governing body still has the determining vote on it anyway.

**MEMBER CHAPPEL MAKES MOTION TO APPROVE REZONING UPON DEVELOPMENT AGREEMENT.**

**MEMBER RISHEL SECONDS MOTION.**

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

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Nay	Not Present	Yea	Nay	Nay	Yea	Yea	Not Present

Motion Passed.

*MEMBER CHAPPEL MAKES MOTION TO APPROVE PLAT.*

*MEMBER RISHEL SECONDS MOTION.*

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

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Nay	Not Present	Yea	Nay	Nay	Yea	Yea	Not Present

Motion Passed.

**FC2013-23: Final Plat of Tyler’s Addition, 2255 Plymel Rd., Luella Hands Family Trust**

*Staff Henderson reads staff report.*

***OPEN PUBLIC COMMENT***

*Greg Hands-* My son Tyler wants to buy his grandparents’ homestead. The way we have it divided up is for Tyler to buy the house and acreage not used for the farming operation. I do understand the concern about being less than 5 acres for the leach feild and septic tank but that’s why we left the area that goes clear up north. We included that in it because I didn’t want to have to worry about it.

*Secretary Kentner-* Even with the new county regulations that were passed on the ATU’s that will actually help you fit it on there as well if you need it.

***CLOSE PUBLIC COMMENT***

*Chairman King-* We just like to make everyone aware of the septic tank issue because we are dealing with it a lot.

*Greg Hands-* When we put the drip system in, we were forced to put a new septic system in because it didn’t work.

*MEMBER DOLL MAKES MOTION TO APPROVE PLAT.*

*MEMBER HOWARD SECONDS MOTION.*

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

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Yea	Not Present	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

**FC2013-24 Rezone 2255 Plymell Rd from “A” to “R-R”, Luella Hands Family Trust**

*MEMBER DOLL MAKES MOTION TO APPROVE REZONING.*

*MEMBER CHAPPEL SECONDS MOTION.*

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

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Yea	Not Present	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

**FC2013-15/GC2013-20: Amendment regarding Noise Nuisances for City and County**

*Member Rishel reports findings on noise nuisance regulations from other cities in Kansas. Discussion ensues.*

*MEMBER RISHEL MAKES MOTION TO SEND TO GOVERNING BODY TO MAKE DEFINITION FOR NOISE NUISANCE.*

*MEMBER CHAPPEL SECONDS MOTION.*

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

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Yea	Not Present	Yea	Yea	Yea	Yea	Yea	Not Present

*Meeting adjourned at approximately 10:50A.M.*

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Bill King

Chairman

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Kaleb Kentner  
Roberto Becerril  
Samuel Henderson

Secretary

**Garden City Recreation Commission  
Minutes  
Monday, April 29, 2013**

**I. Call Meeting to Order**

Chairperson Maria Hardwick call the meeting to order at 5:32 p.m. GCRC Board Members present were David DuVall, Marcus Ramos and Holly Chandler. Anna Urrutia arrived at 5:44 p.m. GCRC Staff present were Superintendent John Washington, Assistant Superintendent Donna Gerstner and Finance Director Terri Hahn. Guest present was Theresa Dasenbrock and Kristin Sekavec from Lewis Hooper & Dick LLC.

**II. Approval of Agenda**

Motion by David DuVall to approve the agenda. The motion was seconded by Holly Chandler. Motion carried with all in favor.

**III. Consent Agenda**

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

- a. **Minutes of Regular Meeting March 25, 2013.**
- b. **Financial Reports for March 2013.**
- c. **Staff Reports.**
- d. **Participation Reports March 2013.**

Motion by David DuVall to accept the consent agenda, seconded by Holly Chandler. Motion carried with all in favor.

**IV. Superintendent Report**

- a. **2013-14 Capital Improvements Program Project Schedule.** – John will be holding off on the 2013-14 Capital Improvement List. Working with Staff on what needs repaired.
- b. **“Big Pool” Spray ground Project.** – Nearing completion. After the grand opening found several leaks and the City of Garden City needs to work on the water supply & meter. The Water Department will working on the water supply this week.
- c. **Plunge Pool Drainage.** – Dicks Construction will be working on drainage of the plunge pool. Right now it drains into the parking lot.
- d. **Employee Replacement.** – Salvador Castillo has taken a new job with a bank. Sports Director Jared Rutti and be taking over the soccer program. Will rent facilities to private leagues and there will be no adult soccer program this summer.
- e. **Finnup Park Master Plan.** – John attended the meetings. Object is to take all the master plans of Finnup Park and put them together into one plan.
- f. **Clint/Academy Fields.** – Received complaints on conditions of Academy Field and Clint Lightner Field. Maintenance Department has fix problems.
- g. **Academy Maintenance Office Removal, Fencing & Bleacher Seating.** – John informed the Board that the Garden City Community College informed the Maintenance Department that will have to move the maintenance shop due to the football field. John approached the Garden City Community College about the fencing and the bleachers at the track field. John has a crew that is removing these items for the GCREC.

- h. **New Software Update (Terri).** – Finance Director Terri Hahn informed the Board that her and Rita Diaz are attending training on a new registration program call Activenet.

**V. New Business**

1. **2012 Audit Report & Management’s discussion and Analysis (5:30pm).** – Theresa Dasenbrock and Kristin Sekavec from Lewis Hooper & Dick LLC presented the 2012 Audit Report. There were no violations reported.
2. **Maintenance Director Brian Knight is requesting approval for \$7,168.00 for Academy fencing from Garden True Value.** – Maintenance Director Brian Knight is requesting approval for fencing replacement for Academy Baseball Field from Garden True Value for \$7,168.00. Motion by Holly Chandler to approve the purchase of fencing for Academy Baseball Field from Garden True Value for \$7,168.00. The motion was seconded by Marcus Ramos. Motion carried with all in favor.
3. **Discussion of moving the Garden City Recreation Commission Tax Base from the City of Garden City to USD 457; pursuant 12-1936. Chapter 12 – 12-1933 and 12-1936.** – John discussed with the Board about changing over the tax base from the City of Garden City to USD 457. Both entities are in favor of this. Randy Grisell will need to make up a resolution for the GC REC Board to approve then it goes to the City of Garden City Commission and USD 457 Board for an election with the public.
4. **Assistant Superintendent Donna Gerstner is asking for approval for new Cell Phone Policy replacing old Cell Phone Policy 7.11.2, and to add Cell Phone Use Policy.** – Donna presented for approval the new Cell Phone Policy to replace the old policy 7.11.2 and to add the Cell Phone Use Policy. The old policy reads:

7.11.2Cell Phone

A monthly allowance and the phone purchase allowance will be given to the employee in their normal paycheck and listed as a benefit for IRS taxing purposes. This benefit is for employees that are required to be on call throughout the year. \$50 per month for phone service will be given to the person named for the purpose of a cell phone to be utilized for work.

**Cell Phone** - A monthly allowance and the phone purchase allowance will be given to the employee in their normal paycheck and listed as a benefit for IRS taxing purposes. This benefit is for employees that are required to be on call throughout the year. ***The minimum amount given to such employees shall be \$50 per month. Any additional amount for the phone will require board approval.*** This will be given to the person named for the purpose of a cell phone to be utilized for work.

Revised 6/30/08

The phone number must be a local number and will be published for the Garden City Recreation Staff utilization for contact purposes during and outside of office hours. The employee will be given a phone purchase allowance of \$100 to be used to purchase a phone or to enter into a contract for a phone. If they leave Garden City Recreation within two years (normal phone contract) of the date listed below, they must turn the phone in to the Garden City Recreation Commission or reimburse the Garden City Recreation Commission \$100 for the phone. The phone service will be placed in the above listed person’s name and all bills and repairs associated with, will be their responsibility. The employee may choose the plan and phone that they want to utilize.

Adopted 10/27/88

Revised 4/27/89

The new policy will read:

#### 7.11.2 Cell Phone Policy

##### **Employee Cell Phone Allowance**

Employees required to carry a cell phone while on duty or on call for the Garden City Recreation Commission. The employee must accept the following conditions:

\* Employee will provide their cell phone number to the Garden City Recreation Commission and phone must be on while on duty or on call.

- Employee understands that allowance will be paid through regular payroll once a month.

\*Employee shall acquire the cell phone in their name and it will not be tied in any way to the Garden City Recreation Commission. Employee will be responsible for all billings, purchases of phones and accessories, special features, and for repairs, maintenance, damages, or losses of phone.

\* Employee must sign agreement GCRC cell phone agreement, and has 30 days to acquire a cell phone in their name and supply the number to the Garden City Recreation Commission.

\* Employee will not be required to submit monthly bill to the Garden City Recreation Commission for the allowance once they are placed in a category of usage. Top management can receive full reimbursement. Directors can receive up to \$44 for allowance. Basic Allowance will be \$30.

\*Should employees have consistent high usage each month for Garden City Recreation Commission business and are receiving the basic allowance or Directors allowance, they may request a review by the Superintendent for consideration of the high use allowance. Billings shall be provided in order to be considered.

\*Cell phone allowance shall not exceed expenses the employee actually incurred in maintaining the cell phone.

\*The phone number must be a local number.

\*This is considered as a working condition fringe benefit and is excludable from the employee's income. Additionally, the reimbursement for business use of the employee's personal cell phone must not be a substitute for a portion of the employee's regular wages.

\*Employees who fail to meet all requirements to secure and maintain a cell phone while receiving an allowance may face disciplinary action.

7.11.2b Cell Phone Use Policy. To be added after Cell Phone allowance policy.

Required behavior regarding cell phones and communications devices – The following pertains to all on-the-job cell phone and communication device use:

Placing or receiving personal communications, to include both telecommunications and text messaging has the potential of reducing an individual's productivity. Thus, as a general rule, personal communications should be kept to a minimum and ideally only made during the employee's own time.

Cell Phones and other devices should be set to vibrate or silent mode during meetings or other times when audible ringers may be disruptive.

Those approved for cell phone use should allow incoming communications to “roll” to their voice mail if answering the communication would be disruptive to the work environment or would create a safety hazard.

The GCRC reserves the right to disallow employee personal cell phones and similar device use when the employee is found to not be following the rules contained within this policy, or when, in GCRC judgment, it is deemed contrary to a safe and productive work environment.

Employees are responsible for the safe operation of their vehicle, and other needed equipment. Using a cell phone or other communications device while operating a vehicle or equipment can create an unsafe distraction for the driver, and/or others, and is strictly prohibited. Employees are specifically prohibited from texting or making use of electronic mail functions while a vehicle is in motion.

In the event of an emergency, GCRC may waive the rules of this policy and procedure.

Motion by David DuVall to approve the new Cell Phone Policy; replace the old policy, seconded by Holly Chandler. Motion carried with all in favor.

**VI. Old Business**

- VII. Executive Session – Recreation Board will go into executive session at \_\_\_\_pm for the purpose of discussing personnel and/or real property. The Recreation Board will reconvene into open session at \_\_\_\_pm.**

**Garden City Recreation Commission Questions and Comments**

**VIII. Adjournment**

Motion by Holly Chandler to adjourn the meeting. The motion was seconded by Anna Urrutia. Motion carried with all in favor. The meeting adjourned at 6:50 pm.

Terri Hahn  
Secretary

Approved May 20, 2013



# Garden City Recreation

310 N. 6<sup>th</sup>, Garden City, Kansas 67846 – Phone: 620-276-1200 Fax: 620-276-1203 – email: [gcrec@garden-city.org](mailto:gcrec@garden-city.org)

## AGENDA

Regular Meeting

Monday – May 20, 2013 @ 5:15 p.m.

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.
    - a. Minutes of Regular Meeting for April 2013
    - b. Financial Reports for April 2013
    - c. Staff Reports
    - d. Participation Reports April 2013
  - IV. Superintendents Report
    - a. Big Pool Opening May 24, 2013 @ 1:00pm.
    - b. Spray Ground Construction Delay.
    - c. 2013 SWKR Golf Tournament (August 16, 2013 @ 9am)
  - V. New Business
    1. 2013 Budget Review.
    2. Superintendent is requesting for approval of \$3,342.26 for the removal of the grandstands located at the Garden City Community College.
    3. Requesting Approval for \$18,500 for 2 work vans from Big L Sales.
    4. Requesting approval for \$4,000 to Toscani for dugout repairs at Clint Lightner from storm damage.
  - VI. Old Business
  - VII. Executive Session – Recreation Board will go into executive session at 5:20pm for the purpose of discussing Real Property and Contractual Obligations. The Recreation Board will reconvene into open session at 6pm. Upon Request by the Superintendent or a Board Member.  
Garden City Recreation Commission Questions & Comments
  - VIII. Adjournment

### Next Meeting

*Regular Meeting - Budget Approved/published June 24th @ 5:15*

*Special Meeting - Budget Hearing/Certified July 15th @ 12:00*

*Regular Meeting July 29<sup>th</sup> @ 5:15*