

AGENDA
CITY COMMISSION MEETING
Tuesday, February 18, 2014
1:00 P.M.

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., located in the large meeting room at the City Administrative Center to discuss and review the sidewalks and trail progress and future projects. 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)**
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. Garden City Community College TRiO program requests Governing Body consideration and approval to authorize the Mayor to proclaim February 21, 2014 as TRiO Day.
 - B. Governing Body consideration and approval to authorize the Mayor to proclaim the month of March 2014 as Problem Gambling Awareness Month.
- VII. **REPORT OF THE CITY MANAGER.**
 - A. The City received the December 2013 franchise payment in the amount of \$5,992.68 from AT&T, the 4th quarter franchise payment in the amount of \$109,742.42 from Black Hills Energy and the 4th quarter franchise payment in the amount of \$56,624.67 from Cox Communications.
 - B. Staff has provided several items of information for Governing Body review including the following: from Director of Aviation Powell the monthly enplanement report, from Community Development Director Kentner the monthly building report and Annual report, from Fire Chief Shelton the monthly activity report, from Police Chief Hawkins the monthly activity report, from Finance Director Hitz the monthly financials, from Public Works Director Curran the Finney County Transit report and from Zoo Director Sexson the monthly report.
 - C. Meetings of note:
 - ✓ February 15, 2014 – Legislative Coffee in the cafeteria at St. Catherine Hospital at 10:00 a.m.
 - ✓ February 21, 2014 – 2014 National TRiO Day at GCCC Beth Tedrow Student Center at 11:30 a.m.
 - ✓ February 24, 2014 – Public Forum on Finney County ¼ cent sales tax ballot issue presented by Garden City Area Chamber of Commerce & Garden City

Downtown Vision at 6:30 p.m. in the Meeting Room at the City Administrative Center.

- ✓ February 26, 2014 – Governing Body Annual Goal Setting Retreat at the Finnup Center from 8:30 a.m. – 4:00 p.m.
- ✓ March 4, 2014 – Special Election for the renewal/extension of a county wide ¼ cent sales tax.
- ✓ March 13, 2014 – Garden City Area Chamber of Commerce Annual Banquet at GCCC.
- ✓ March 15, 2014 – Legislative Coffee in the cafeteria at St. Catherine Hospital at 10:00 a.m.
- ✓ March 22-25, 2014 – Western Kansas Congressional Reception in Washington, D.C.
- ✓ April 19, 2014 – Legislative Coffee in the cafeteria at St. Catherine Hospital at 10:00 a.m.
- ✓ April 23, 2014 – Earth Day Celebration “Party for the Planet” at Lee Richardson Zoo from 9:00 a.m. – 2:00 p.m.
- ✓ May 17, 2014 – Legislative Coffee in the cafeteria at St. Catherine Hospital at 10:00 a.m.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2358-2014A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. Resolution No. _____-2014, a resolution authorizing the removal of nuisance conditions from the property listed below in the City of Garden City, Kansas, pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas. (1505 Fulton Street)
- B. Resolution No. _____-2014, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas. (1912 C Street – red Ford pickup, 509 N. 13th Street – red Ford T-Bird, 1712 Kello Street – Dark Cherokee SUV and 1505 W. Fulton Street – Tan Chevy Caprice, White Oldsmobile Mini-Van, White Cadillac and light blue Cadillac)
- C. Resolution No. _____-2014, a resolution authorizing the removal of tree nuisance from the property listed below in the City of Garden City, Kansas, pursuant to Section 94-64 of the Code of Ordinances of the City of Garden City, Kansas. (403 Evans Street)
- D. Ordinance No. _____-2014, an ordinance granting to United Wireless Communications, Inc., its successors and assigns, a contract franchise to construct, operate and maintain a telecommunications system in the City of Garden City, Kansas; all pursuant to K.S.A. 12-2001 *et seq.* be it ordained by the Governing Body of the City of Garden City, Kansas.
- E. Governing Body consideration and approval of the customer-owned residential and commercial renewable energy generation facilities standards.
 - 1. Ordinance No. _____-2014, an ordinance establishing interconnection and installation standards, metering, and a rate rider for parallel operation of customer owned residential and commercial renewable energy generation facilities; creating

new Code Section 90-309; all to the Code of Ordinances of the City of Garden City, Kansas.

F. Consideration of a resolution to authorize the City of Garden City, Kansas to enter into a lease-purchase agreement to lease/purchase 4 interceptors and 2 motorcycles for the Garden City Police Department and 50 golf carts for Buffalo Dunes Golf Course, and rescinding Resolution No. 2569-2014.

1. Resolution No. _____-2014, a resolution authorizing the City of Garden City, Kansas to enter into a municipal lease/purchase agreement (Lease No. 5000127-005) for Police Department and Golf Course equipment with Clayton Holdings, LLC.

X. OLD BUSINESS.

A. None at this writing.

XI. NEW BUSINESS.

A. Governing Body consideration of KSA 12-105b claim by Jose Roman Alvarado arising out of a motor vehicle accident on December 25, 2011.

B. **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 acceptance of a Utility Easement from Worf Land, LLC related to the Chappel Heights development.

2. Governing Body consideration and acceptance of bids received February 13, 2014 for the 2014 Street Improvement project and authorization for the Mayor and City Clerk to execute the contracts.

3. Licenses:

(2014 New)

- a) Rosales Masonry Co., LLC..... Class E-SOC Specialized Other
- b) Infinity Sign, Inc.. Class D-SI Sign Installer

(2014 New)

- c) APAC – Kansas, Inc. Class A General
- d) Compton Construction Corporation Class A General
- e) Mid-America Millwright Service, Inc. Class A General
- f) The Law Company, Inc..... Class A General
- g) Brungardt Plumbing..... Class B General
- h) Chambless Roofing, Inc..... Class B General
- i) Cook Construction Class B General
- j) Ed Barb Construction Class B General
- k) Farr Construction..... Class B General
- l) Fuller Construction Class B General
- m) Garden City Roofing & Insulation, Inc..... Class B General
- n) Morales Construction..... Class B General

o) Outlaw Enterprises	Class B General
p) Patriot Construction	Class B General
q) Prairie Winds Construction, Inc.	Class B General
r) Star Lumber & Supply Company, Inc.	Class B General
s) Tim Routon Construction	Class B General
t) TNT Construction	Class B General
u) Western Kansas Baptist Association	Class B General
v) Williams General Construction & Repair.....	Class B General
w) Energy Management Systems.....	Class D-M Mechanical
x) Hemmert Electrical	Class D-E Electrical
y) Faith Technologies, Inc.	Class D-E Electrical
z) Morales Electric	Class D-E Electrical
aa) VanCampen Electric.....	Class D-E Electrical
bb) Wallace Electric, LLC	Class D-E Electrical
cc) Wheatland Electric Coop, Inc.	Class D-E Electrical
dd) Brungardt Plumbing.....	Class D-P Plumbing w/ Gas
ee) C&K Construction & Service.....	Class D-P Plumbing w/ Gas
ff) Ad-bench-er.....	Class D-S Sign Installation
gg) Commercial Sign Company	Class D-S Sign Installation
hh) Brungardt Plumbing.....	Class E-BF Backflow Test
ii) David Schmidt	Class E-SOC Specialized Other
jj) Dirks Earthmoving Company	Class E-SOC Specialized Other
kk) J&K Tree Trimming & Removal	Class E-SOC Specialized Other
ll) Sturdi-Bilt Storage Barns, Inc.	Class E-SOC Specialized Other
mm) Towns & Sons Enterprises.....	Class E-SOC Specialized Other

C. 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

February 4, 2014

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, February 4, 2014 with all members present. Commissioner Dale opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Verlon Mask, Bob's Funnel Cakes and David Litton, Check-N-Go were not present to discuss with the Governing Body the Itinerant Merchant license.

Commissioner Cessna moved to approve the Mayor to proclaim February 4, 2014 as Youth Theater Program 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	Absent

The request from Mr. Daryl Hamlett, President of the Tumbleweed Festival, Inc., was tabled to a future meeting to allow staff to coordinate exact needs with the Festival organizers.

The Governing Body and City Manager Allen congratulated to Melinda Hitz, Director of Finance, and her department along with Lewis, Hooper, & Dick, LLC on the occasion of receiving the award for the Certificate of Excellence and Financial Reporting from the Government Finance Officers Association.

The City received correspondence from Cox Communication regarding negotiations with KSNB (NBC) and KSNB (Telemundo) and channel line-up changes.

Staff provided items of information for Governing Body review including the following: from Communications Specialist Freburg the Communications report, from Finance Director Hitz the month sales tax report and monthly financials, and from Public Works Director Curran the City projects update.

Meetings of note:

- ✓ February 1, 2014 – 2014 Kansas Special Olympics Polar Plunge and Strut at the Big Pool
- ✓ February 4-6, 2014 – 40th Underground Overhead Metering School at the Exhibition Building at the Fairgrounds.
- ✓ February 15, 2014 – Legislative Coffee in the cafeteria at St. Catherine Hospital at 10:00 a.m.
- ✓ February 21, 2014 – 2014 National TRiO Day at GCCC Beth Tedrow Student Center at 11:30 a.m.
- ✓ February 26, 2014 – Governing Body Annual Goal Setting Retreat at the Finnup Center from 8:30 a.m. – 4:00 p.m.
- ✓ March 13, 2014 – Garden City Area Chamber of Commerce Annual Banquet at GCCC.
- ✓ March 15, 2014 – Legislative Coffee in the cafeteria at St. Catherine Hospital at 10:00 a.m.
- ✓ March 22-25, 2014 – Western Kansas Congressional Reception in Washington, D.C.
- ✓ April 19, 2014 – Legislative Coffee in the cafeteria at St. Catherine Hospital at 10:00 a.m.
- ✓ April 23, 2014 – Earth Day Celebration “Party for the Planet” at Lee Richardson Zoo from 9:00 a.m. – 2:00 p.m.
- ✓ May 17, 2014 – Legislative Coffee in the cafeteria at St. Catherine Hospital at 10:00 a.m.
- ✓ September 18th – 20th, 2014 - Diversity Dinner and Multi-Cultural Summit

Appropriation Ordinance No. 2357-2014A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,922,290.15,” was read and considered section by section. Commissioner Doll moved to approve and pass Appropriation Ordinance No. 2357-2014A. 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	Absent

Ordinance No. 2635 - 2014, “AN ORDINANCE DEFINING AND REGULATING VICIOUS DOGS IN THE CITY OF GARDEN CITY, KANSAS; AMENDING CURRENT CODE SECTIONS 10-186 AND 10-191; REPEALING CURRENT CODE SECTIONS 10-186 AND 10-191; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2635-2014. 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	Absent

Ordinance No. 2636 - 2014, “AN ORDINANCE REGULATING OFF-STREET PARKING AND LOADING IN THE CITY OF GARDEN CITY, KANSAS; AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; AMENDING ZONING REGULATION ARTICLE 24; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION ARTICLE 24; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2636 - 2014. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Ordinance No. 2637 - 2014, “AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; ADOPTING NEW ZONING REGULATIONS TO REGULATE SIGNS AND OUTDOOR ADVERTISING; AMENDING ZONING REGULATION ARTICLE 23; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION ARTICLE 23; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS”, was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2637-2014. 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	Absent

Ordinance No. 2638 - 2014, “AN ORDINANCE AMENDING THE FEES CHARGED TO REQUEST AN AMENDMENT TO THE ZONING REGULATIONS OR THE ZONING MAP, AND THE FEES TO FILE AN APPEAL TO THE BOARD OF ZONING APPEALS, IN THE CITY OF GARDEN CITY, KANSAS; AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS BY INCREASING THE FEES CHARGED; AMENDING ZONING REGULATION ARTICLES 27 AND 28; REPEALING IN THEIR ENTIRETY CURRENT ZONING REGULATION ARTICLES 27 AND 28; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS”, was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2638-2014. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Resolution No. 2567 - 2014, "A RESOLUTION ESTABLISHING AN ARTS GRANT PROGRAM AND ARTS GRANT COMMITTEE FOR THE PURPOSE OF

CONSIDERING REQUESTS FOR FUNDING GRANTS AND MAKING RECOMMENDATIONS TO THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS", was read and considered section by section. Commissioner Cessna moved to approve Resoluition No. 2567-2014. 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	Absent

Resolution No. 2568 - 2014, "A RESOLUTION AUTHORIZING THE REMOVAL OF TREE NUISANCE FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 94-64 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS, (601 Pennsylvania, 202 N. 10th Street and 801 N. 1st Street)", was read and considered section by section. Commissioner Doll moved to approve Resoluition No. 2568-2014. 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	Absent

Governing Body tabled the customer-owned residential and commercial renewable energy generation facilities standards to the February 20, 2014 City Commission meeting.

Commissioner Cessna moved to approve a lease purchase agreement between the City of Garden City, Kansas and Clayton Holdings, LLC. This request includes authorization for the Mayor and City Clerk to sign the lease purchase documents (4 – Police Interceptor Utility AWD command vehicles and 2 motorcycles). 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	Absent

Resolution No. 2569 - 2014, "A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY, KANSAS TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT (LEASE NO. 5000127-005) FOR POLICE DEPARTMENT EQUIPMENT WITH CLAYTON HOLDINGS, LLC, (4 – Police Interceptor Utility AWD command vehicles and 2 motorcycles)", was read and considered section by section. Commissioner Cessna moved to approve Resoluition No. 2569-2014. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Commissioner Dale moved to approve a request from Lee Richardson Zoo to begin offering free admission on selected days at the zoo's vehicle gate. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Commissioner Cessna moved to approve the purchase of 50 Golf Carts to replace the existing fleet, including direction on financing. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Commissioner Cessna moved to approve issuing a water utility credit to the City of Garden City’s rate payer’s base rate increase, that was adopted by the revised Ordinance Section 90-176 through Section 90-180 adjusting water rates charged. 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	Absent

Wheatland Electric Cooperative requested Governing Body consideration and approval of a “Statement in Support of Wheatland Electric Cooperative, Inc. Motion for Issuance of Interim Rates.” After discussion of the matter, no action was taken.

Nicole Lucas, Executive Director of Downtown Vision, Inc. presented the quarterly report.

Advisory Board Recommendations:

Commissioner Doll moved to approve and appoint Melissa Gallegos to the Arts Grant Committee for a 2-year board appointment from February 2014 – December 2015. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Commissioner Cessna moved to approve and appoint Stephanie Percival to the Police Citizens Advisory Board for a 3-year board appointments from February 2014 – December 2016. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Commissioner Doll moved to approve the following:

1. Governing Body consideration and approval of bids received on January 24, 2014 for the renovation project at the Windsor Hotel. The request includes authorization for the Mayor and City Clerk to execute the contracts.
2. Quit Claim Deed from Suzanne E. Smith transferring Space 8, Lot 41, Zone G of Valley View Cemetery to the City of Garden City, Kansas.
3. Quit Claim Deed from the Heir of J.R. Kiehl transferring Space 3, Lot 191, Zone A of Valley View Cemetery to Michael J. and/or Yalaunda Sue Hahn.

4. Licenses:

(2014 Renewal)

- a) Bernard Adam.....Class B General
- b) Dave Tabor Construction.....Class B General
- c) Diamondz ConstructionClass B General
- d) Franchise Strategies, Inc.Class B General
- e) Jackson ConstructionClass B General
- f) Johnson Septic Tank Service, LLC.....Class B General
- g) Ryman ConstructionClass B General
- h) S&S EnterprisesClass B General
- i) Tim Fuller Construction.....Class B General
- j) Integrity Siding & Windows, LLCClass C General
- k) Mark Young Construction, Inc.Class D-M Mechanical
- l) Evinger’s Heating & Air, Inc.....Class D-M Mechanical
- m) Lin R. Rogers Electrical Contractors, Inc.Class D-E Electrical
- n) Quality ElectricalClass D-E Electrical
- o) Wildcat Electric, LLC.....Class D-E Electrical

- p) Crist Plumbing Class D-P Plumbing
- q) Dan’s Electrical Service..... Class D-P Plumbing
- r) Dreiling Construction, LLC Class D-P Plumbing
- s) James Bunney Plumbing Service..... Class D-P Plumbing
- t) Johnson Septic Tank Service, LLC..... Class D-P Plumbing
- u) Partin Electric Class D-P Plumbing
- v) BJ Concrete..... Class E-SOC Specialized
- w) Cartmill Enterprises Class E-SOC Specialized
- x) Ed’s Handyman Service..... Class E-SOC Specialized
- y) Swank Landscaping & Sprinklers (sprinklers) Class E-SOC Specialized
- z) Swank Landscaping & Sprinklers (arborist)..... Class E-SOC Specialized

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	Absent

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

Dan Fankhauser, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Doll congratulated the Youth Theater program and Brian Seagraves for their award. Commissioner Doll congratulated Lewis, Hooper & Dick, LLC and Finance Director Hitz for their award for the Certificate of Excellence and Financial Reporting from the Government Finance Officers Association. Commissioner Doll reminded everyone to vote on March 4, 2014 on the ¼ cent sales tax question.

Mayor Fankhauser congratulated Finance Director Hitz and the Service & Finance staff for their hard work and dedication. Mayor Fankhauser thanked Commissioner Cessna for filling in for at the sales tax issue meetings and stated they have attended several community meetings regarding the sales tax issue.

Commissioner Law was absent.

Commissioner Cessna congratulated the Youth Theater program and stated it shows that the City has good leadership, students and staff. Commissioner Cessna congratulated Finance Director Hitz, staff and all City employees for their hard work and dedication to this community. Commissioner Cessna also reminded everyone to vote on March 4th.

Commissioner Dale congratulated the Youth Theater program and stated it’s great that they are involved. Commissioner Dale congratulated Finance Director Hitz and staff and stated that they make the City Commission look good. Commissioner Dale reminded everyone to get out and vote on March 4, 2014 and stated it is an important issue.

Petitions

PROCLAMATION

WHEREAS, National TRIO Day was designated by a concurrent resolution on Feb. 24, 1986, by the 99th Congress and has been celebrated annually since in recognition of the importance of TRIO Programs in preparing students from disadvantaged backgrounds to seek, pursue, and excel at educational endeavors beyond the secondary level; and

WHEREAS, TRIO/Student Support Services at Garden City Community College serves 200 first-generation, low-income, and students with disabilities to encourage them to stay in college, obtain as high a grade point average as possible, graduate from GCCC, and transfer to a four-year institution. TRIO/Student Support Services provides students with academic tutoring, financial aid counseling, financial and economic literacy, postsecondary course selection, and assistance in transferring from a two-year college to a four-year university. GCCC TRIO Student Support Services promotes educational, career, and economic success for their participants.

WHEREAS, TRIO/Educational Talent Search at Garden City Community College serves 631 low-income and first-generation students in grades six through 12 in USD 457; works with students to overcome class, social, academic, and cultural barriers to higher education; provides invaluable services to low-income and/or first generation college goers to heighten their chances of successful matriculation at the post-secondary education level; and

WHEREAS, these students represent the highest aspirations and best hope for the American dream and Kansas' future, and whereas by lifting them to new academic heights, TRIO Programs are helping to raise the academic standards, expectations, and aspirations for all of Kansas; and

WHEREAS, TRIO program graduates are found in every occupation mentionable – doctors, lawyers, politicians, counselors, teachers, business owners – TRIO programs have played a major role in decreasing Kansas' drop-out rate by encouraging and supporting high school completion, increasing the number of college graduates by providing needed guidance and support for successful matriculation and reducing defaults in the student loan programs by helping low-income students better understand their financial obligations; and

WHEREAS, TRIO Day seeks to heighten awareness of the many ways in which TRIO programs are contributing to the community through education.

WHEREAS, National TRIO Day is being celebrated across the country, the TRIO programs located at GCCC campus, Educational Talent Search (ETS) and Student Support Services (SSS) celebrate by giving back to the community through spearheading a project to reach out to local residents and distributing information regarding how to access resources to attend college and the rewards of completing their post-secondary educational goal.

NOW, THEREFORE, I, Dan Fankhauser, mayor of Garden City, Kansas, do hereby declare February 21, 2014, as

TRIO Day

and urge all citizens of our community to give full regard to the past and continuing services of the Garden City Community College TRIO programs.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Garden City, Kansas, to be affixed this 18th day of February, 2014.

Dan Fankhauser, Mayor

Celyn Hurtado, City Clerk

PROCLAMATION

- Whereas;** The Garden City Commission is pleased to join the Finney County Community Health Coalition and Southwest Kansas Gambling Prevention Coalition in promoting the month of March 2014 as National Problem Gambling Awareness Month; and,
- Whereas;** Promoting the awareness month provides individuals in the problem gambling community an opportunity to educate the public and policymakers about the social and financial effectiveness of services available for problem gambling; and,
- Whereas;** Problem gambling is a public health issue affecting millions of Americans of all ages, races, and ethnic backgrounds in all communities and has a significant societal and economic cost; and,
- Whereas;** Problem gambling is treatable and treatment is effective in minimizing the harm to both individuals and society as a whole; and,
- Whereas;** Numerous individuals, professionals and organizations have dedicated their efforts to the education of the public about problem gambling and the availability and effectiveness of treatment; and,
- Whereas;** The Finney County Community Health Coalition and Southwest Kansas Gambling Prevention Coalition invite all residents of Garden City, Kansas to participate in National Problem Gambling Awareness Month.

Now, Therefore, I, Dan Fankhauser, Mayor of Garden City do hereby proclaim the month of March 2014 as:

National Problem Gambling Awareness Month

in Garden City, Kansas and encourage all citizens to support the problem gambling awareness effort by supporting the men, women, youth and families who are in treatment and recovery from problem gambling.

Dan Fankhauser, Mayor

Attest:

Celyn N. Hurtado, City Clerk

Report of the City Manager

KS

Kansas, Garden City Municipal Fee (AT&T)

Reporting Period: December 1, 2013 to December 31, 2013

FEIN: 430529710
Southwestern Bell Telephone Company
AT&T

Tax Identification Number

43-0529710

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

Return Due: 01/15/2014

Total Fee Due:	\$5,992.68
Adjustments:	\$0.00
Uncollectibles:	\$0.00
Admin Fees:	\$0.00

Remit To:

Net Fee Amount to be Remitted: **\$5,992.68**

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

Tax Payer:



1/12/2014

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:



1/12/2014

Jerald Blakeney, Manager

Date

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



BLACK HILLS/KANSAS GAS UTILITY CO., LLC
FRANCHISE FEES
Dec-2013

GARDEN CITY

Attn: Melinda Hitz
CITY OF GARDEN CITY
PO Box 998
GARDEN CITY KS 67846

DUE DATE: GARDEN CITY

FEE CALCULATION:

TOTAL GAS REVENUE	\$2,678,021.59		
EXEMPT REVENUE	\$ 478,126.39		
GAS FEE CALCULATION	\$2,199,895.20	X	5.0% = \$ 109,994.76
TOTAL FEE			\$ 109,994.76
(WRITE OFFS)/RECOVERIES			\$ (252.34)
TOTAL PAYMENT:			\$ 109,742.42

JANUARY 2014 FRANCHISE FEE PAYMENT
BASED ON REV FOR 4th QTR 2013

When your city approves an annexation or city boundary change, please send the information to Black Hills Energy, Attention: Property Tax Dept., PO Box 1400 Rapid City, SD 57709, or send an email to paula.brinker@blackhillscorp.com.

For questions regarding this payment or any changes to your address, please contact Fran Rinehart at Black Hills Energy, PO Box 1400, Rapid City, SD 57709. Phone (605) 721-2417 Email fran.rinehart@blackhillscorp.com

Thank you.

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



Return Service Requested



001255 R3K4T1A
CITY OF GARDEN CITY - FRANCHISE
301 N 8TH
GARDEN CITY KS 67846-5340

Check Date: 02/07/2014
Vendor Number: 13037

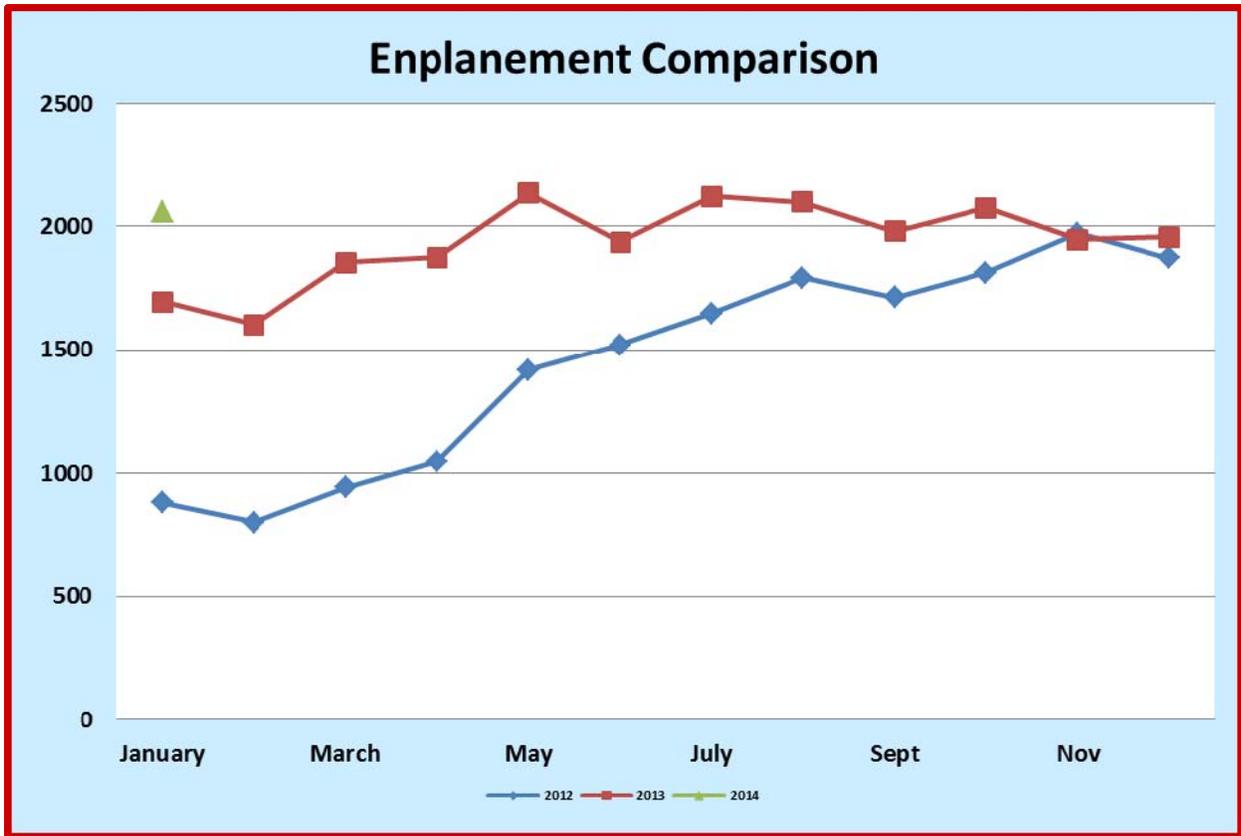


Invoice Number	Invoice Date	Voucher Number	P.O. Number	Reference	Gross Amount	Adjustment		Net Amount
						Amount	R	
FF07JAN1429499	12/31/13	COX		4Q 2013 FRANCHISE FEES	\$56,624.67			\$56,624.67
					\$56,624.67	\$0.00		\$56,624.67

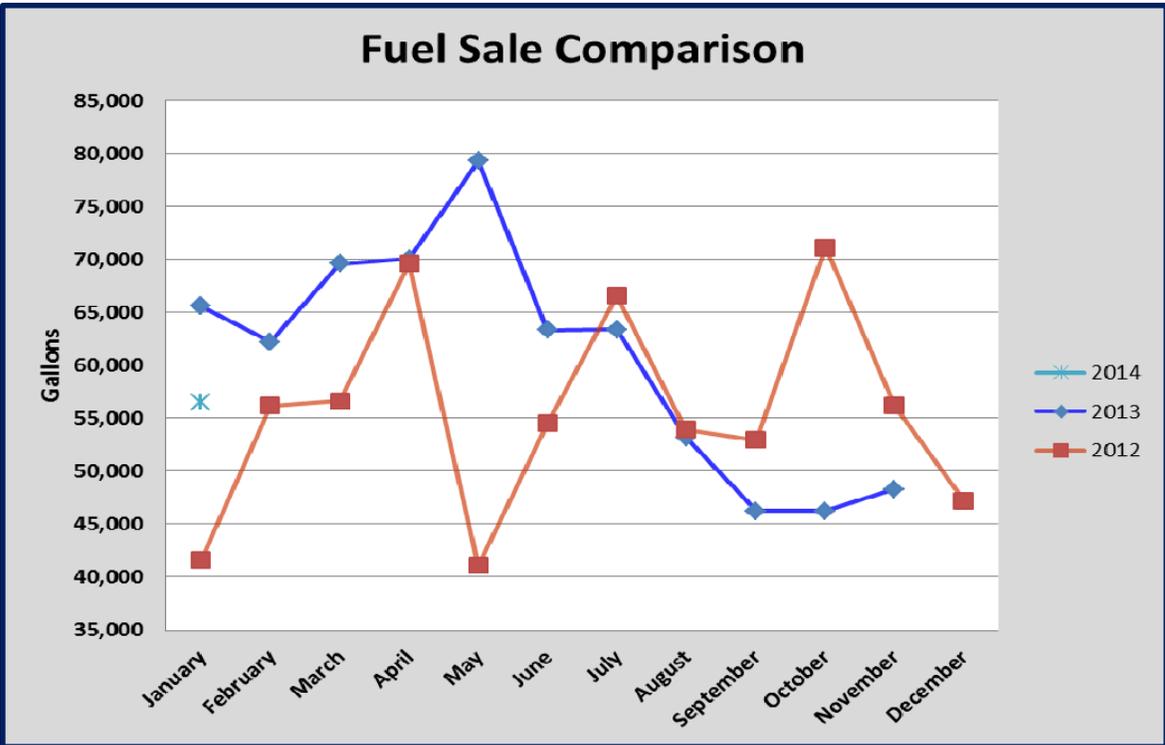
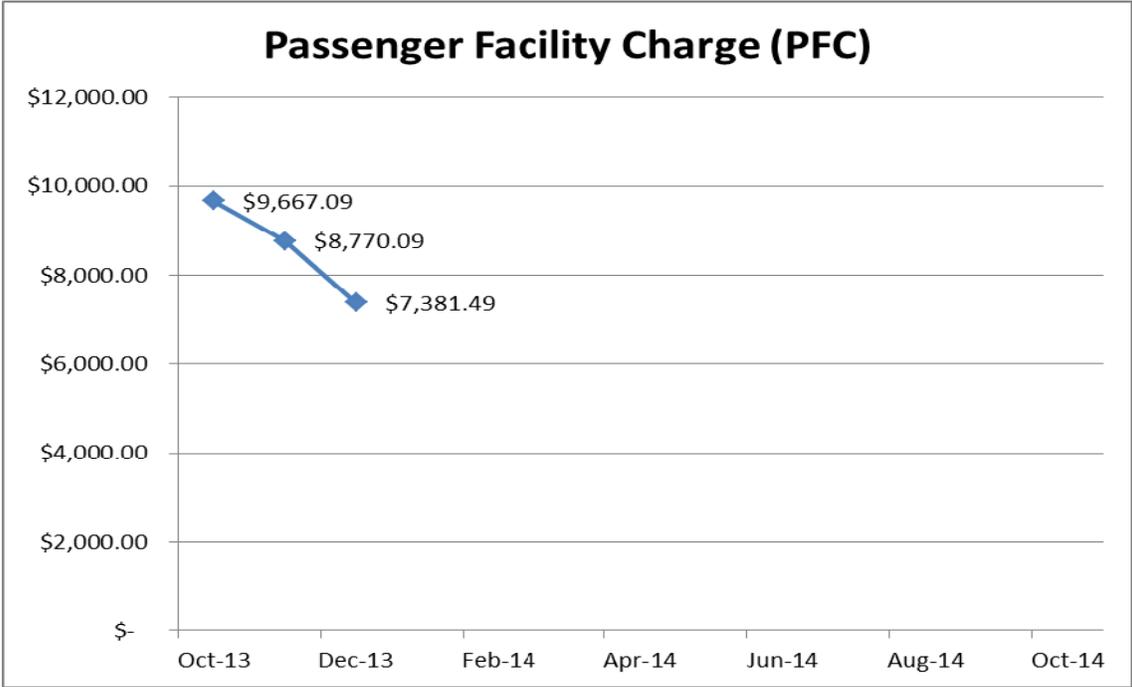
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Staff Reports

**GARDEN CITY REGIONAL AIRPORT
MONTHLY REPORTS**

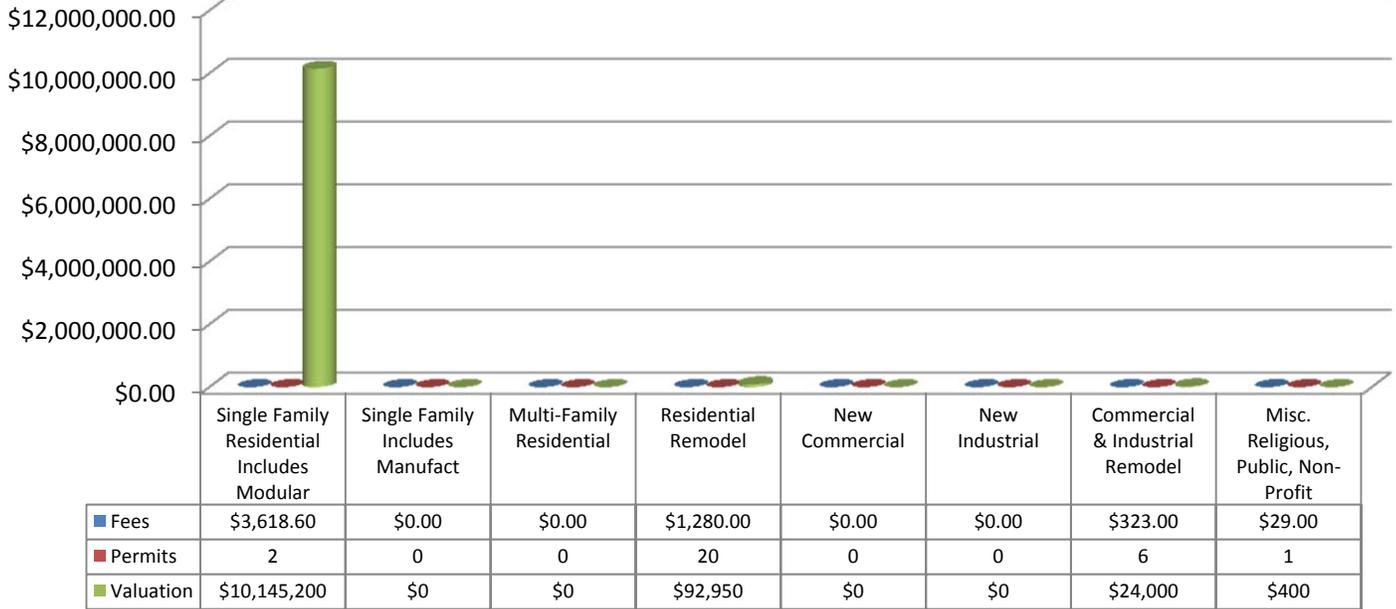


Total Enplanements			
2014	American Eagle	Republic	Total
Jan	2058	63	2121
Feb			0
March			0
April			0
May			0
June			0
July			0
Aug			0
Sept			0
Oct			0
Nov			0
Dec			0
TOTAL	2058	63	2121



Planning & Community Development Building Report January 2014





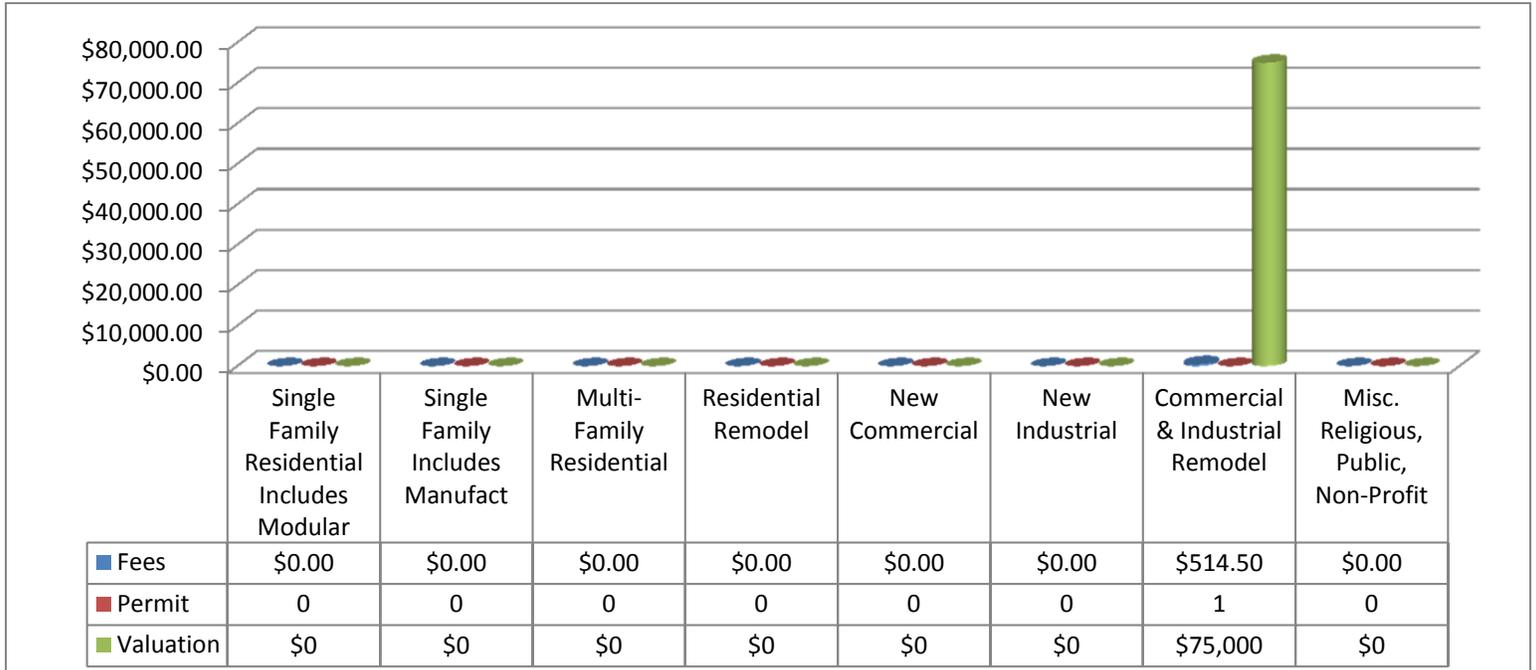
Permit Type	Address	Structure	Project Description
BUILDING PERMIT	3997 West JONES	Commercial/Industrial Remodel	8FT CHAINLINK FENCE
BUILDING PERMIT	2810 HWY 50	Commercial/Industrial Remodel	REPLACE EXISTING DRIVE
BUILDING PERMIT	111 CAMBRIDGE	Residential Remodel	20X30 DETACHED GARAGE W/ 4X8 PATIO COVER
BUILDING PERMIT	6042 WATER HOLE	Residential Remodel	4FT CHAINLINK FENCE
BUILDING PERMIT	2601 West MARY-#303	Residential Remodel	16X80 1996 CHAMPION MOBILE HOME
BUILDING PERMIT	3044 KATHRYN	Residential Remodel	INTERIOR REMODEL
BUILDING PERMIT	2605 East SIX MILE	Residential Remodel	3 ENTRY DOOR REPLACEMENTS & 8SQ VINYL SIDING
BUILDING PERMIT	2601 West MARY-#105	Residential Remodel	2000 16X60 ATLA MOBILE HOME
BUILDING PERMIT	2224 West KANSAS-#58	Residential Remodel	REPAIR FIRE DAMAGE-SIDING
BUILDING PERMIT	3288 SCHULMAN	SF Residential Includes Modular	2013 27.4X46 MODULAR HOME
BUILDING PERMIT	2460 GRANDVIEW	SF Residential Includes Modular	NEW SINGLE FAMILY HOME
ELECTRICAL	2224 West KANSAS-#58	Residential Remodel	REWORK SERVICE FROM METER TO BREAKER BOX
ELECTRICAL	2601 West MARY-#105	Residential Remodel	INSTALL NEW LINE FROM SERVICE PANEL TO MOBILE HOME BREAKER PANEL
GAS	2513 West JONES Avenue	Commercial/Industrial Remodel	GAS LINE PRESSURE TEST. BLACK HILLS MOVED METER.
GAS	2914 West MCPHERSON	Commercial/Industrial Remodel	GAS LINE PRESSURE TEST. BLACK HILLS MOVED METER TO HOUSE.
GAS	2810 East HWY 50	Commercial/Industrial Remodel	GAS PRESSURE TEST
GAS	2901 North EIGHTH	Misc	NEW GAS LINE FOR TEMP HEAT
GAS	2601 West MARY-#119	Residential Remodel	GAS LINE PRESSURE TEST
GAS	5865 SKYLINE	Residential Remodel	GAS PRESSURE TEST
GAS	2601 West MARY-#105	Residential Remodel	GAS CONNECTION FOR MOBILE HOME
GAS	2475 CACTUS	Residential Remodel	INSTALL AND PRESSURE TEST GAS LINE FOR PATIO GAS CONNECTION
GAS	2601 West MARY-#102	Residential Remodel	GAS PRESSURE TEST FOR HOME WITH NO GAS SERVICE
GAS	2224 West KANSAS-#58	Residential Remodel	PRESSURE TEST GAS SYSTEM
MECHANICAL	4585 COMMERCE	Commercial/Industrial Remodel	CHANGE OUT 100K 80% FURNACE
MECHANICAL	4685 West FIVE MILE	Residential Remodel	INSTALL 2 FURNACES & 2 COILS
PLUMBING	7065 North HWY 83	Residential Remodel	INSTALL PROPANE WATER HEATER
PLUMBING	4685 West FIVE MILE	Residential Remodel	INSTALL 2 WATER HEATERS
PLUMBING	104 DIAMOND HILL	Residential Remodel	INSTALL WATER HEATER



Permit Type	Address	Structure	Project Description
BUILDING PERMIT	1540 LAREU	Commercial/Industrial Remodel	NEW COMMERCIAL BUILDING, DICK'S SPORTING GOODS
BUILDING PERMIT	1690 LAREU	Commercial/Industrial Remodel	CATO- NEW BUILD
BUILDING PERMIT	1505 BUFFALO JONES	Commercial/Industrial Remodel	REPAIR PARKING LOT
BUILDING PERMIT	206.5 East FULTON	Commercial/Industrial Remodel	BATHROOM REMODEL
BUILDING PERMIT	1530 LAREU Road	Commercial/Industrial Remodel	SHOP B- NEW BUILD @ SCHULMAN CROSSING
BUILDING PERMIT	3005 MARY	Commercial/Industrial Remodel	6FT CHAINLINK FENCE
BUILDING PERMIT	1610 LAREU Road	New Commercial	ROSS DRESS FOR LESS- NEW BUILD
BUILDING PERMIT	1490 LAREU Road	New Commercial	PETCO- NEW BUILD
BUILDING PERMIT	1710 LAREU Road	New Commercial	TJ MAXX- NEW BUILD
BUILDING PERMIT	1680 LAREU Road	New Commercial	SHOP C- NEW BUILD @ SCHULMAN CROSSING
BUILDING PERMIT	1660 LAREU Road	New Commercial	SHOP A- NEW BUILD @ SCHULMAN CROSSING
BUILDING PERMIT	1670 LAREU Road	New Commercial	ULTA- NEW BUILD
BUILDING PERMIT	209 PENNSYLVANIA	Residential Remodel	24X30X15 DETACHED GARAGE
BUILDING PERMIT	1609 HATTIE	Residential Remodel	BATHROOM REMODEL
BUILDING PERMIT	912 ANDERSON	Residential Remodel	6FT PRIVACY FENCE
BUILDING PERMIT	2811 BELMONT	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	623 MAGNOLIA	Residential Remodel	FINISH PARTIAL BASEMENT W/ BATHROOM
BUILDING PERMIT	803 PATS	Residential Remodel	REPLACE 3 WINDOWS
BUILDING PERMIT	907 EVANS	Residential Remodel	ATTACHED 10X35 PATIO COVER
BUILDING PERMIT	1504 BUFFALO JONES	Residential Remodel	16X6X3 RAMP
BUILDING PERMIT	637 BRIAR HILL	Residential Remodel	REMODEL BATH & 4 BEDROOM
BUILDING PERMIT	811 East WALNUT	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	616 North FIRST	Residential Remodel	R/R STEPS & PORCH COVER
BUILDING PERMIT	1224 PARKWOOD	Residential Remodel	3FT WOOD FENCE
BUILDING PERMIT	1608 DIANE	Residential Remodel	ATTACHED CARPORT
BUILDING PERMIT	2220 CENTER	Residential Remodel	REMODEL BATHROOM
BUILDING PERMIT	1011 North ELEVENTH	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ DETACHED 20X22 DETACHED GARAGE

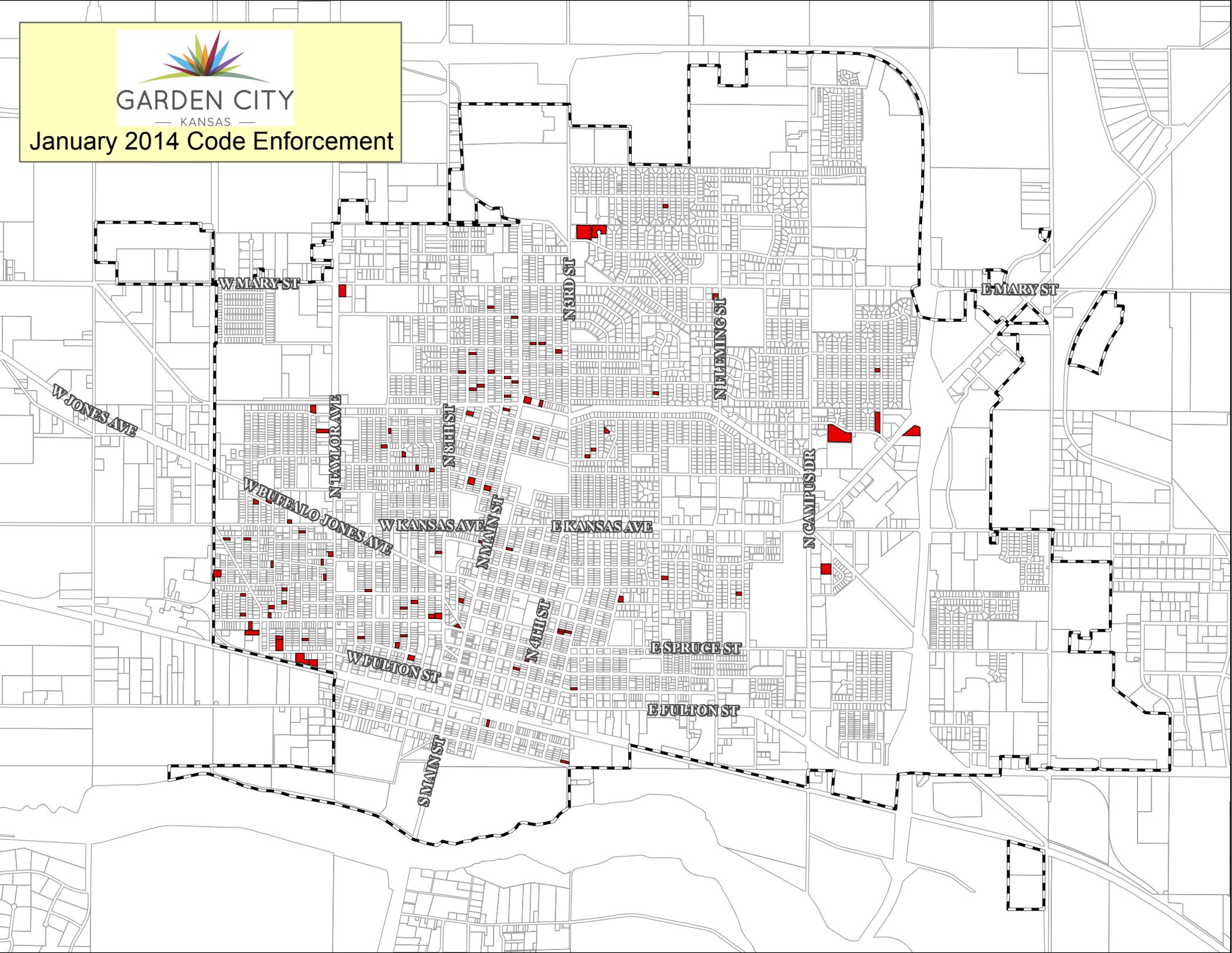
CURB CUT	616 North THIRTEENTH	Residential Remodel	CURB,GUTTER & DRIVEWAY
DEMO PERMIT	125 PINE	Commercial/Industrial Remodel	INTERIOR DEMOLITION
ELECTRICAL	205 HUDSON	Commercial/Industrial Remodel	REPLACE 100 AMP SERVICE
ELECTRICAL	701 West MARY	Commercial/Industrial Remodel	NEW CONDUIT FOR VACUUMS & NEW CONDUCTORS DITCH FEED
ELECTRICAL	315 North SEVENTH	Commercial/Industrial Remodel	NEW 100 AMP SERVICE
ELECTRICAL	203 HUDSON	Commercial/Industrial Remodel	NEW 100 AMP SERVICE
ELECTRICAL	2720 CAMPUS	Commercial/Industrial Remodel	REMOVE 12 EXISTING CANOPY LIGHTS AND INSTALL 6 LED CANOPY LIGHTS. INSTALL LED FIXTURE ABOVE WALK DOORS AND INSTALL TWO OUTSIDE RECEPTACLES ON BRICK PILARS BY ENTRY
ELECTRICAL	1011 East FULTON	Commercial/Industrial Remodel	NEW 100 AMP SERVICE
ELECTRICAL	2401 East KANSAS	Commercial/Industrial Remodel	INSTALL 18 CIRCUITS IN BEAUTY DEPARTMENT
ELECTRICAL	321 North SEVENTH	Commercial/Industrial Remodel	NEW 100 AMP SERVICE
ELECTRICAL	118 East LAUREL	Commercial/Industrial Remodel	NEW 100 AMP SERVICE
ELECTRICAL	323 North SEVENTH	Commercial/Industrial Remodel	NEW 100 AMP SERVICE
ELECTRICAL	120 East LAUREL	Commercial/Industrial Remodel	NEW 100 AMP SERVICE
ELECTRICAL	122 East LAUREL	Commercial/Industrial Remodel	NEW 100 AMP SERVICE
ELECTRICAL	1609 HATTIE	Residential Remodel	ELECTRICAL FOR TUB HEATER & EXHAUST FAN
ELECTRICAL	411 WASHINGTON	Residential Remodel	REWORK 100 AMP SERVICE
ELECTRICAL	1121 PERSHING	Residential Remodel	WIRE BATHROOM AREA
ELECTRICAL	1509 MAIN	Residential Remodel	REPLACE INTERIOR ELECTRICAL PANEL
EXCAVATION	2013 North THIRD	Residential Remodel	SEWER LINE REPAIR
EXCAVATION	1713 ANDERSON	Residential Remodel	REPAIR SEWER
GAS	814 J C	Residential Remodel	REPIPE GAS LINE
GAS	1008 East HACKBERRY	Residential Remodel	REPLACE GAS LINE
GAS	301 North ELEVENTH	Residential Remodel	GAS LINE PRESSURE TEST
MECHANICAL	2108 East KANSAS	Commercial/Industrial Remodel	R/R FURNACE
MECHANICAL	301 North EIGHTH	Misc	INSTALL A/C
MECHANICAL	1302 North EIGHTH	Residential Remodel	CHANGE OUT 75K 80% FURNACE
MECHANICAL	2012 North SEVENTH	Residential Remodel	C/O FURNACE
MECHANICAL	2708 North ELEVENTH	Residential Remodel	C/O FURNACE
MECHANICAL	2602 BELMONT	Residential Remodel	C/O CONDENSER & FANCOIL
MECHANICAL	1603 North MAIN	Residential Remodel	REPLACE A/C
MECHANICAL	2606 East FAIR	Residential Remodel	C/O FURNACE
PLUMBING	3101 East KANSAS	Commercial/Industrial Remodel	WATER HEATER
PLUMBING	1514 East FULTON ST.	Commercial/Industrial Remodel	INSTALL WATER HEATER
PLUMBING	816 CAMPUS	Commercial/Industrial Remodel	WATER HEATER
PLUMBING	1612 East LAUREL	Commercial/Industrial Remodel	INSTALL WATER HEATER
PLUMBING	1727 East KANSAS	Commercial/Industrial Remodel	R/R WATER HEATER
PLUMBING	2013 North THIRD	Residential Remodel	REPAIR SEWER LINE
PLUMBING	1112 PEARL	Residential Remodel	WATER HEATER
PLUMBING	1607 VINZANT	Residential Remodel	WATER HEATER
PLUMBING	1308 CONARD	Residential Remodel	REPLACE WATER LINE
PLUMBING	1708 ST JOHN	Residential Remodel	REPLACE WATER HEATER
PLUMBING	1405 ST JOHN	Residential Remodel	EMERGENCY WATER SERVICE LINE
PLUMBING	1222 GIBSON	Residential Remodel	REPLACE WATER SERVICE LINE
PLUMBING	1008 LYLE	Residential Remodel	INSTALL NEW WATER LINE
PLUMBING	2602 East FAIR	Residential Remodel	R/R WATER HEATER
PLUMBING	707 West CAMPBELL	Residential Remodel	REPLACE WATER HEATER
PLUMBING	1903 B	Residential Remodel	REPLACE WATER HEATER
PLUMBING	118 West PINE	Residential Remodel	REPAIR SEWER CLEAN OUT
PLUMBING	406 West MARY	Residential Remodel	REPLACE WATER HEATER
PLUMBING	1713 ANDERSON	Residential Remodel	SEWER REPAIR IN ALLEY
PLUMBING	1602 CRESTWAY	Residential Remodel	WATER HEATER
SIGN PERMIT	816 CAMPUS	Commercial/Industrial Remodel	ADDITION TO EXISTING MONUMENT SIGN
SIGN PERMIT	2312 East KANSAS-#B	Commercial/Industrial Remodel	TEMPORARY BLOW-UP SIGN

SIGN PERMIT	607 North EIGHTH	Commercial/Industrial Remodel	10X3 WALL SIGN-TECH BOX
SIGN PERMIT	2214 East KANSAS-#18	Commercial/Industrial Remodel	REFACING WALL SIGN- RENT-A-CENTER
SIGN PERMIT	1903 East FULTON	Commercial/Industrial Remodel	RESURFACING PYLON SIGN-LEWIS MOTORS
SIGN PERMIT	912 East FULTON	Commercial/Industrial Remodel	PYLON SIGN-PLANKS BBQ
SIGN PERMIT	300 South MAIN	Misc	TEMPORARY BANNER SIGN: ZOO FENCE SOUTH OF MAIN STREET ENTRANCE @ FINNUP DRIVE
UTILITY	120 East LAUREL	Commercial/Industrial Remodel	NEW 100 AMP SERVICE
UTILITY	202 COLLEGE UNITS 1-6	Residential Remodel	METER,DEPOSIT,CONNECT FEE-WATER SERVICE FOR NEW MULTI-FAMILY RESIDENTIAL
UTILITY	1011 North ELEVENTH	Residential Remodel	NEW SINGLE FAMILY HOUSE W/ DETACHED 20X22 DETACHED GARAGE
UTILITY	204 COLLEGE	Residential Remodel	METER,DEPOSIT,CONNECT FEE-WATER SERVICE FOR NEW MULTI-FAMILY RESIDENTIAL
UTILITY	1011 North ELEVENTH	Residential Remodel	NEW SINGLE FAMILY HOUSE W/ DETACHED 20X22 DETACHED GARAGE

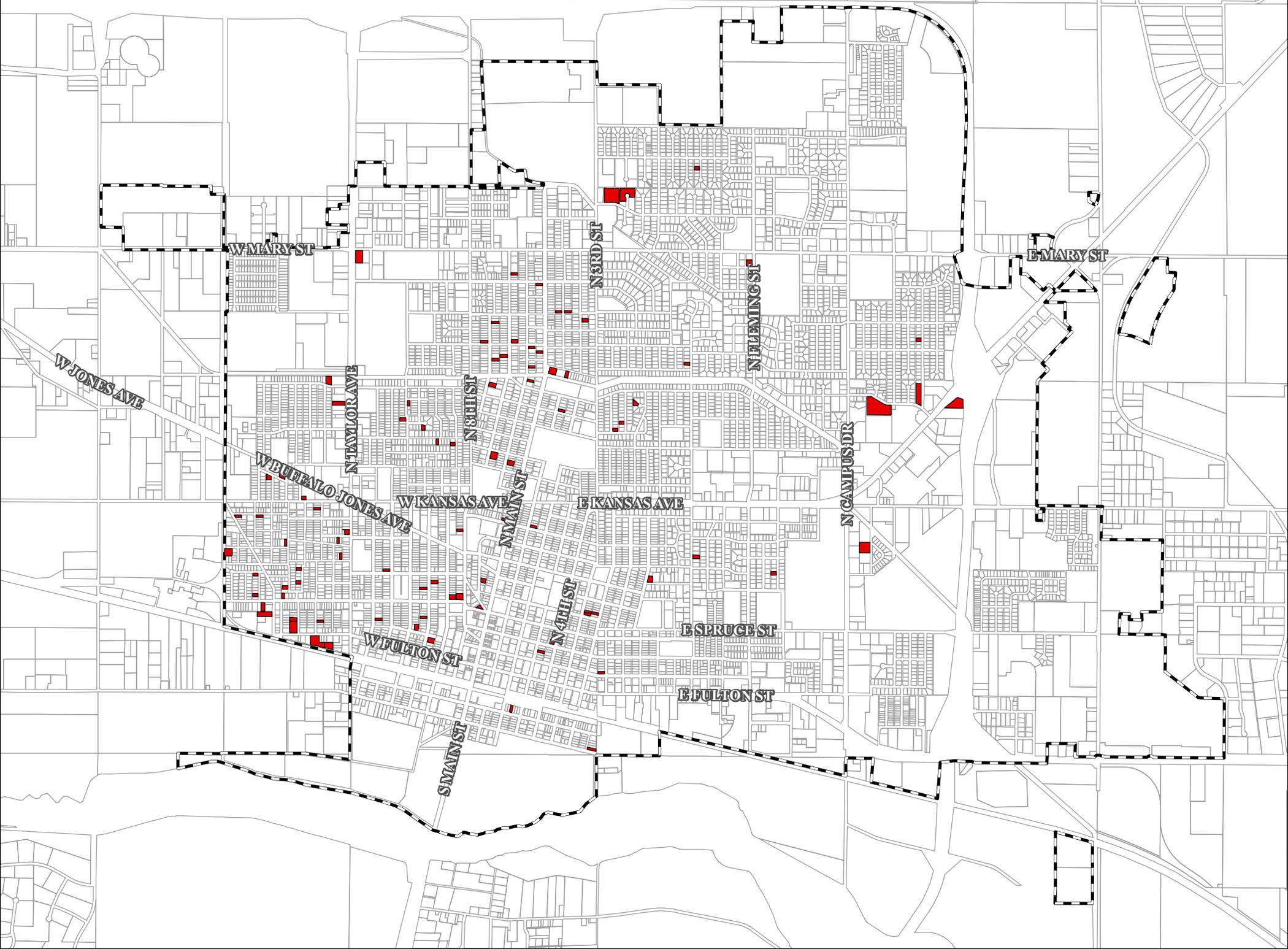


Permit Type	Address	Structure	Project Description
BUILDING PERMIT	101 RAILROAD	Commercial/Industrial Remodel	NEW BUILDING-AGRIDYNE


GARDEN CITY
— KANSAS —
January 2014 Code Enforcement



January 2014 Code Enforcement



Jurisdiction	File#	Address	Category	Description	OpenDate	CloseDate	PW Clean Up	Resolution	Vehicle Resolution
Garden City	14-00001	505 N EIGHTH	Unlawful Deposits	Unlawful deposit mattress next to dumpster	1/2/2014	1/15/2014			
Garden City	14-00002	209 ST JOHN	Unlawful Deposits	Mattress next to dumpster	1/2/2014				
Garden City	14-00003	1604 BUFFALO JONES	Sign	emb sign violation	1/2/2014				
Garden City	14-00010	403 W FAIR	Vehicles	Silver mini van with out license plate	1/3/2014	1/16/2014			
Garden City	14-00012	605 LABRADOR	Rental Inspection	RENTAL INSPECTION	1/3/2014				
Garden City	14-00013	210 N TENTH	Environmental Yard	environmental yard wood trash and car parts	1/3/2014				
Garden City	14-00014	2608 E KANSAS	Vehicles	CMB INSPECTION- COMFORT INN	1/3/2014	1/6/2014			
Garden City	14-00015	210 N TENTH	Vehicles	two vehicles on property	1/3/2014				
Garden City	14-00018	313 N TENTH	Vehicles	green Honda civic 4 door	1/6/2014	1/30/2014			
Garden City	14-00019	407 W CHESTNUT	Vehicles	green truck with out plates	1/6/2014	1/6/2014			
Garden City	14-00020	509 N TENTH	Vehicles	red ford 2 door	1/6/2014				2/6/2014
Garden City	14-00022	516 N TENTH	Vehicles	brown van	1/6/2014	2/6/2014			
Garden City	14-00021	210 CONKLING	Vehicles	white and blue van in back yard	1/6/2014				
Garden City	14-00023	1208 ST JOHN	Vehicles	grey ford van expired tags	1/6/2014				
Garden City	14-00033	217 INGE	Unlawful Deposits	unlawful deposit chair and mattress	1/7/2014	1/14/2014			
Garden City	14-00034	2005 N MAIN	Vehicles	red ford truck	1/7/2014	1/23/2014			
Garden City	14-00036	811 C	Vehicles	white SUV with out plates	1/7/2014				
Garden City	14-00037	610 GARDEN CITY	Vehicles	red truck without tags	1/7/2014				
Garden City	14-00038	610 GARDEN CITY	Environmental Yard	Environmental yard washers refrigerator and other furniture and appliances in back yard	1/7/2014				
Garden City	14-00045	517 EUGENE	Vehicles	white 4 door car expired tags	1/7/2014	1/22/2014			
Garden City	14-00046	503 EUGENE	Unlawful Deposits	unlawful deposit mattress in alley next to dumpster	1/7/2014	1/22/2014			
Garden City	14-00047	1906 VINZANT	Vehicles	2 trucks with expired tags on 1906 1 white mustang on 1908	1/7/2014				
Garden City	14-00048	1712 KELLO	Vehicles	grey jeep	1/8/2014				2/4/2014
Garden City	14-00049	1712 KELLO	Unlawful Deposits	unlawful deposit black couch	1/8/2014	2/4/2014			
Garden City	14-00050	308 N FIFTH	Vehicles	white 4 door car and van both with expired tags	1/8/2014				
Garden City	14-00056	2118 C	Commercial Truck	truck in residential	1/8/2014				
Garden City	14-00057	1913 B	Vehicles	red car blue truck and blue SUV	1/8/2014				
Garden City	14-00058	1912 C	Vehicles	red truck	1/8/2014				2/7/2014
Garden City	14-00064	110 W FAIR	Vehicles	white ford ranger pick-up inoperable vehicle	1/9/2014	1/24/2014			
Garden City	14-00065	2302 N SEVENTH	Vehicles	blue truck without plates	1/9/2014	2/11/2014			
Garden City	14-00067	2208 N SIXTH	Vehicles	Chevrolet truck does not have plates	1/9/2014	1/27/2014			
Garden City	14-00069	1614 N ELEVENTH	Unlawful Deposits	unlawful deposit mattress next to dumpster	1/10/2014	2/11/2014			
Garden City	14-00070	1705 PARKWOOD	Unlawful Deposits	boxes of carpet in alley	1/10/2014		1/30/2014		
Garden City	14-00072	1007 conking	Unlawful Deposits	unlawful deposit mattress	1/10/2014	1/29/2014			
Garden City	14-00074	2202 CRESTWAY#28	RENTAL INSPECTION	RENTAL INSPECTION	1/10/2014	1/17/2014			
Garden City	14-00075	701 E EDWARDS	Vehicles	red 4 door car	1/10/2014	3/7/2014			
Garden City	14-00076	901 N TAYLOR	Vehicles	green Honda civic	1/10/2014	1/29/2014			
Garden City	14-00077	401 N FOURTH	Vehicles	4 cars on property with out tags	1/13/2014				
Garden City	14-00078	509 SUMMIT	Vehicles	old White car in back yard.	1/13/2014				
Garden City	14-00079	519 summit	Vehicles	silver mustang GT douse not have plates	1/13/2014	2/5/2014			
Garden City	14-00081	1811 COMMANCHE	Vehicles	red 4 door car between 1811 and 1815	1/13/2014	1/31/2014			
Garden City	14-00086	2823 CUFF	Unlawful Deposits	Mattress in alley row talk to all near by houses and nobody claimed it	1/14/2014		1/14/2014		
Garden City	14-00088	2707,2709,2710,2711, 2712 CHAINEY Street	Unlawful Deposits	3 mattresses,2 couches and 1 chair in alley right-of-way	1/14/2014				
Garden City	14-00093	1308 A	Unlawful Deposits	unlawful deposit green chair in ROW	1/15/2014	1/27/2014			
Garden City	14-00094	1207 WALKER	Vehicles	Vehicles without plates or expired tags	1/15/2014				
Garden City	14-00095	1601 VINZANT	Environmental Yard	environmental yard mattresses in yard and trash need to go back and get pictures	1/15/2014				
Garden City	14-00103	202 E HAMLIN	Unlawful Deposits	mattresses next to dumpster	1/15/2014	1/30/2014			
Garden City	14-00104	2003 CENTER	Vehicles	ford mini-van with expired tags	1/15/2014	2/6/2014			
Garden City	14-00108	306 N THIRTEENTH	Vehicles	white van without plates	1/16/2014	2/11/2014			
Garden City	14-00109	1816 KELLO	Vehicles	black car on the street without any plates	1/16/2014	1/28/2014			
Garden City	14-00114	211 SPENCER	Unlawful Deposits	UNLAWFUL DEPOSIT- MATTRESS & TIRES IN STREET ROW	1/17/2014				
Garden City	14-00115	1312 W FULTON	Vehicles	INOPERABLE/UNTAGGED VEHICLES-WHITE DODGE NEON & SILVER LINCOLN TOWN CAR	1/17/2014				
Garden City	14-00116	211 SPENCER	Vehicles	INOPERABLE/UNTAGGED VEHICLES-	1/17/2014				
Garden City	14-00117	211 SPENCER	Vehicles	ENVIRONMENTAL YARD-	1/17/2014				
Garden City	14-00118	1505 W FULTON	Vehicles	ENVIRONMENTAL YARD	1/17/2014		2/5/2014		
Garden City	14-00119	1312 FULTON	Vehicles	INOPERABLE/UNTAGGED VEHICLES-	1/17/2014	1/30/2014			
Garden City	14-00121	2105 COMMANCHE	Vehicles	PARKING UNDER PATIO COVER	1/17/2014	2/3/2014			
Garden City	14-00123	1505 W FULTON	Vehicles	Motor vehicle nuisance	1/17/2014				2/5/2014
Garden City	14-00125	2301 N SEVENTH	Rental Inspection	RENTAL INSPECTION-1005 BANCROFT	1/21/2014	1/27/2014			
Garden City	14-00126	1621 N TAYLOR	Vehicles	CMB INSPECTION-DJ FOOL MOON SALOON	1/21/2014	1/22/2014			
Garden City	14-00128	1806 A	Environmental Yard	ENVIRONMENTAL YARD-CONSTRUCTION DEBRIS & MISC. JUNK IN REAR YARD	1/21/2014				
Garden City	14-00145	507 BANCROFT	Vehicles	red Lincoln with out plates	1/22/2014				
Garden City	14-00146	604 N THIRD	Vehicles	INOPERABLE/UNTAGGED VEHICLES-	1/22/2014				
Garden City	14-00147	603 N SECOND	Vehicles	INOPERABLE/UNTAGGED VEHICLES-	1/22/2014				
Garden City	14-00148	602 N THIRD	Unlawful Deposits	UNLAWFUL DEPOSIT- MATTRESS NEXT TO DUMPSTER	1/22/2014	2/7/2014			
Garden City	14-00161	2102 B	Unlawful Deposits	unlawful deposit in front yard	1/23/2014				
Garden City	14-00163	901 N TAYLOR	Unlawful Deposits	unlawful deposit black couch in front yard	1/24/2014	1/29/2014			
Garden City	14-000180	1708 (1710) C	Vehicles	INOPERABLE/UNTAGGED VEHICLE- BLUE CHEVY TRUCK	1/27/2014	1/29/2014			
Garden City	14-00186	704 MEADOWVIEW	Unlawful Deposits	unlawful deposit dishwasher next to dumpster in alley	1/28/2014	2/4/2014			
Garden City	14-00194	1313 HATTIE	Unlawful Deposits	unlawful deposit tv and a computer monitor	1/29/2014	2/10/2014			
Garden City	14-00195	1603 N ELEVENTH	Environmental Yard	environmental yard refrigerator in front yard	1/29/2014	2/10/2014			
Garden City	14-00196	1102 SUMMIT	Vehicles	1 blue 4 door car and 1 black SUV both don't have any license plates	1/29/2014				
Garden City	14-00198	1209 WALLACE	Unlawful Deposits	tree branches in back yard next to sidewalk	1/29/2014	2/10/2014			
Garden City	14-00199	2522 HWY 83	Sign	sign violation 3 signs on property 2 of them where attached to utility poles	1/29/2014				
Garden City	14-00209	1906 A	Work w/o Permit	WORKING W/O A PERMIT-ROOFING	1/30/2014	2/7/2014			
Garden City	14-00216	1215 W CAMPBELL	Unlawful Deposits	UNLAWFUL DEPOSITS-MATTRESS IN ALLEY ROW	1/31/2014				
Garden City	14-00217	1215 W CAMPBELL	Vehicles	INOPERABLE/UNTAGGED VEHICLE-VAN	1/31/2014				
Garden City	14-00218	1906 N MAIN	Environmental Yard	ENVIRONMENTAL YARD- SCRAP METAL, OLD FURNITURE & MISC. AUTO PARTS	1/31/2014				
Garden City	14-00219	1509 ST JOHN	Vehicles	INOPERABLE/UNTAGGED VEHICLE-RED CAR	1/31/2014				
Garden City	14-00221	305 E SANTA FE	Vehicles	INOPERABLE/UNTAGGED VEHICLE-RED TRUCK	1/31/2014				
Garden City	14-00223	1115 SAFFORD	Vehicles	INOPERABLE/UNTAGGED VEHICLE-WHITE CAR	1/31/2014				
Garden City	14-00224	614 W OLIVE	Vehicles	INOPERABLE/UNTAGGED VEHICLE-GREEN SUV	1/31/2014				
Garden City	14-00236	1002 N SEVENTH	Vehicles	tan car blocking the sidewalk and does not have license plate	1/31/2014				
Garden City	14-00237	2506 B	Commercial Truck	semi truck in residential area	1/31/2014				
Garden City	14-00238	2409 N MAIN	Vehicles	red SUV with no plate	1/31/2014				
Garden City	14-00239	1001 N MAIN	Vehicles	white car	2/3/2014				
Garden City	14-00240	1823 COMMANCHE	Unlawful Deposits	silver car with expired temp tag	1/31/2014				
Garden City	14-00243	212 S FIRST	Vehicles	red van with expired tags	2/3/2014				
Garden City	14-00244	903 N EIGHTH	Red Tag	RED TAG- BENT MAST NEEDS TO BE REPAIRED/REPLACED	2/3/2014				
Garden City	14-00245	901 HAROLD AVE	Environmental Yard	ENVIRONMENTAL YARD- MISC. TRASH	2/3/2014				
Garden City	14-00249	901 HAROLD AVE	Vehicles	inoperable/ untagged vehicles on property green truck parked on street without expired tags	2/3/2014				
Garden City	14-00251	601 N TWELFTH	Vehicles	expired tags	2/3/2014				
Garden City	14-00253	1308 B	Vehicles	two inoperable vehicles	2/3/2014				
Garden City	14-00254	1702 N SEVENTH	Unlawful Deposits	unlawful deposit red chair in alley way	2/3/2014				
Garden City	14-00259	910 CENTER	Vehicles	white car with expired tags	2/4/2014				

Garden City	14-000260	301 N FIRST	Vehicles	gold 4 door car and red truck with expired tags	2/4/2014				
Garden City	14-000262	2501 FLEMING	Environmental Yard	ENVIRONMENTAL YARD-	2/4/2014				
Garden City	14-000266	106 STEVENS Avenue	Unlawful Deposits	UNLAWFUL DEPOSITS-TIRES IN STREET ROW	2/5/2014				
Garden City	14-000267	801 PARK	Unlawful Deposits	trash on dumpster and in alley way, TIRES, SCRAP LUMBER, SCRAP METAL, MISC JUNK, BOX SPRING BED, TRASH, LITTER, & BEBRIS, DEPOSITED ON THE PROPERTY.	2/5/2014				
Garden City	14-000281	1110 TEAR DROP	Environmental Yard	VEHICLES PARKING ON AN UNIMPROVED SURFACE	2/10/2014				
Garden City	14-000285	1001 GILLESPIE	Non-Conforming Use		2/10/2014				
Garden City	14-000290	605 LABRADOR-#114	Rental Inspection	RENTAL INSPECTION	2/11/2014	2/12/2014			



GARDEN CITY

— KANSAS —

*City of
Holcomb*

Finney *170*
County *KS*

**PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT**

2013 ANNUAL REPORT

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

ANNUAL REPORT

Prepared January 2014

The Planning & Community Development Department continued its Building Inspections Service countywide. This included all responsibility for building code inspection and enforcement in the City of Garden City, the City of Holcomb, and areas within Finney County. The Department is responsible for floodplain management for the City of Garden City, the City of Holcomb and Finney County.

The Planning and Community Development Department acts as technical staff to the City of Garden City Board of Zoning Appeals, Finney County Board of Zoning Appeals, City of Holcomb Board of Zoning Appeals, Area Planning Commission, Historic Landmark Commission and the Building Board of Appeals. This includes administration of the regulations for land use planning and zoning. Planning staff continues to closely work with the Downtown Vision Organization and the Finney County Economic Development Corporation.

In the spring of 2007 we began working with FEMA to update floodplain maps for all three jurisdictions with a current unknown date for completion.

BUDGET

Budget year	Budget	Revenue
2011	\$574,000	\$373,836.19
2012	\$634,050	\$429,912.98
2013	\$642,450	\$439,097.07
2014		

DEPARTMENT MAJOR PROJECTS & GOALS

Finney County Subdivision Regulations –2014-2015
FEMA Map Modernization Project- Ongoing- Unknown
Schulman Crossing Development Project- Ongoing
RHID Program- Ongoing
Samy Addition Project- Ongoing

POPULATION, DEMOGRAPHICS & GENERAL COMMUNITY FACTORS

	 Garden City	 City of Holcomb	 Finney County
POPULATION			
January 2014 Estimated	30,678	2,186	40,964
2010 Census	26,658	2,094	36,776
2000 Census	28,451	2,025	40,523
1990 Census	24,097	1,400	33,070
AVERAGE HOUSEHOLD SIZE			
2010 Census	2.88	3.2	2.93
2000 Census	2.99	3.42	3.09
VACANT HOUSING			
2010 Census	6.10%	3.80%	6.90%
2000 Census	5.70%	2.60%	5.90%

RACE:	 Garden City	 Holcomb	 Finney County
White	43.00%	64.90%	46.40%
Latino	48.60%	32.50%	46.70%
Black or African American	2.40%	0.20%	1.90%
American Indian and Alaska Native	0.40%	0.40%	0.40%
Asian	4.30%	0.20%	3.30%
Native Hawaiian and other Pacific Islander	0.01%	0.00%	0.10%
Some Other Race	0.20%	0.20%	0.20%
Two or More Races	1.10%	1.50%	1.10%

CODE COMPLIANCE

YEAR	Code Complaints Investigated (Total of all Complaints)	 Garden City	 Holcomb	 Finney County
2013	897	854	4	39
2012	892	758	3	131
2011	1554	1153	3	398
2010	1453			
2009	1137			
2008	1040			
2007	1170			
2006	964			
2005	915			
2004	619			
2003	656			
2002	606			
2001	528			
2000	602			

PLANNING & ZONING

YEAR	Total # of Cases Reviewed
2013	101
2012	151
2011	175
2010	147
2009	188
2008	200
2007	224
2006	216
2005	185
2004	132
2003	140
2002	114
2001	166
2000	131

SITE PLANS:

Staff has been granted authority by the Area Planning Commission to review site plans for complicity with the building code. Staff reviews multi-family, commercial & industrial site plans in Garden City, Holcomb, and Finney County.

YEAR	SITE PLAN REVIEW		
	Garden City	Holcomb	Finney County
2013	16	1	3
2012	18	0	12
2011	19	0	28
2010	13	0	13
2009	22	0	4
2008	20	3	21
2007	20	0	21
2006	15	0	9
2005	21	0	16
2004	16	0	8
2003	29	0	10
2002	21	0	6
2001	42	2	20
2000	55	1	27

ZONING CASES:

Staff has reviewed the following zoning related cases that required Governing Body, Commission, or Board recommendations and approvals.

YEAR	ZONING RELATED CASES		
	Garden City	Holcomb	Finney County
2013	34	2	20
2012	37	1	18
2011	30	1	23
2010	34	2	25
2009	41	2	35
2008	34	2	27
2007	32	0	42
2006	26	6	30
2005	19	2	40
2004	23	1	21
2003	24	1	10
2002	34	1	13
2001	37	1	4
2000	6	2	10

SUBDIVISIONS:

Staff reviewed subdivisions including lot splits and parcel plats located in the City of Garden City, Holcomb, and Finney County.

YEAR	SUBDIVISIONS		
	Garden City	Holcomb	Finney County
2013	15	2	23
2012	13	1	15
2011	9	1	22
2010	16	0	15
2009	14	2	13
2008	6	0	15
2007	7	0	18
2006	8	1	17
2005	21	0	16
2004	16	0	8
2003	29	0	10
2002	21	0	6
2001	28	6	18
2000	12	0	15

BOARD OF ZONING APPEALS CASES:

Staff has reviewed the following zoning related cases that required Board of Appeals approval.

YEAR	BOARD OF ZONING APPEALS		
	Garden City	Holcomb	Finney County
2013	13	3	9
2012	17	2	7
2011	15	2	12
2010	9	1	15
2009	18	6	24
2008	26	2	11
2007	22	0	15
2006	24	1	22
2005	9	0	13
2004	6	0	8
2003	7	0	12
2002	6	0	6
2001	1	0	7
2000	2	0	2

GARDEN CITY HISTORIC LANDMARK REVIEW CASES:

Staff has reviewed the following historic landmark cases. This program began in 2003.

YEAR	HISTORIC LANDMARK CASES
2013	6
2012	10
2011	13
2010	4
2009	7
2008	33
2007	47
2006	57
2005	28
2004	25
2003	8

GARDEN CITY COMMUNITY SERVICES

NEIGHBORHOOD REVITALIZATION TAX REBATE PROGRAM:

Neighborhood Revitalization Program Activity				
Year	TOTAL # OF APPLICANTS	TOTAL # OF APPLICANTS APPROVED	TOTAL REBATES	COMPLETED ACCOUNTS (TOTAL REBATES PAID OUT IN FINAL YEAR)
2013	6	6	As of 1/10/2014 \$31,075.72	
2012	4	4	\$114,344.59	13 \$21,555.80
2011	7	7	\$108,679.10	8 (\$8,350.00)
2010	16	15	\$104,318.17	
2009	6	6	\$79,459.91	
2008	4	4	\$59,435.78	
2007	3	3	\$57,780.34	
2006	6	6	\$53,135.18	
2005	19	17	\$38,933.33	
2004	14	14	\$34,542.75	
2003	15	15	\$15,824.79	
2002	6	6	0	

HOME INSULATION REVOLVING LOAN FUND:

2000-2012 Home Insulation Loan Activity		
Year of Loan	Annual Loan Amount	Number of Applicants
2013	\$2,486.70	2
2012	\$4,700.11	4
2011	\$6,128.49	5
2010	\$9,467.01	8
2009	\$7,952.66	5
2008	\$7,422.26	5
2007	\$11,235.62	10
2006	\$3,791.28	4
2005	\$2,990.80	5
2004	\$3,054.27	5
2003	\$4,262.64	8
2002	\$2,037.91	3
2001	\$2,470.37	6
2000	\$3,119.27	5
Totals	\$68,632.69	73

BUILDING INSPECTION – ANNUAL BUILDING PERMIT REPORT

City of Garden City: Average single family permits for the last five years: 13

City of Holcomb: Average single family permits for the last five years: 5

Finney County: Average single family permits for the last five years: 16

City of Garden City – Building Report

	Single Family Residential Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (Two or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Miscellaneous Permits (Utility, Religious, Public or Non-Profit Projects)	TOTAL	
									Fee, Permits & Valuation	Number of Inspections
2013 PERMITS	29	6	26-83	879	12	1	346	46	424,750.87	1502
									1,267	
									86,439,093	
2012 PERMITS	9	8	3-7	788	10	2	349	11	126,506.08	1639
									1184	
									23,093,820	
2011 PERMITS	10	1	3-35	959	9	4	239	63	83,850.18	1830
									1,290	
									15,452,605	
2010 PERMITS	7	2	2	1115	5	0	298	63	546,423.43	2681
									1492	
									109,694,323	
2009 PERMITS	10	3	4	1569	5	0	266	109	169,778.72	1645
									1966	
									26,275,407	
2008 PERMITS	10	0	1	3886	10	2	118	63	4090	7190
									40,195,309	
									40,195,309	
2007 PERMITS	8	3	0	878	2	1	60	36	64,280.33	3478
									988	
									14,678,103	
2006 PERMITS	12	1	0	693	0	1	57	45	43,984.36	2341
									809	
									10,244,427	
2005 PERMITS	13	1	0	492	3	0	56	29	20,748.42	2123
									594	
									11,264,031	
2004 PERMITS	31	4	0	483	6	2	79	16	25,464.49	2673
									621	
									14,000,284	
2003 PERMITS	32	6	0	459	15	1	70	8	33,176.20	3164
									591	
									19,302,844	
2002 PERMITS	55	2	4	509	13	0	85	8	38,117.05	3422
									676	
									38,588,069	
2001 PERMITS	43	14	6	717	6	2	115	10	27,056.10	3589
									913	
									17,265,967	
2000 PERMITS	30	67	20	1301	20	1	92	6	38,338.90	5055
									1,537	
									20,753,240	

City of Holcomb –Building Report

	Single Family Residential Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (Two or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Miscellaneous Permits (Utility, Religious, Public or Non-Profit Projects)	TOTAL	
									Fee, Permits & Valuation	Number of Inspections
2013 PERMITS	4	0	0	49	0	0	4	0	10,607.07	169
									59	
									2,193,934	
2012 PERMITS	4	0	0	68	0	0	21	0	9845.90	174
									93	
									1,343,686	
2011 PERMITS	2	0	0	43	0	0	4	1	4,392.50	96
									50	
									616,779	
2010 PERMITS	7	0	0	70	0	0	3	3	9665.40	233
									83	
									1,458,376	
2009 PERMITS	7	0	0	125	0	1	6	5	15,975.13	215
									144	
									2,411,968	
2008 PERMITS	5	0	0	236	0	1	8	10	18,668	388
									260	
									2,047,344	
2007 PERMITS	4	0	0	277	0	0	1	4	18,640.49	252
									286	
									2,665,112	
2006 PERMITS	6	0	0	58	0	0	0	1	5,591.30	268
									65	
									1,737,063	
2005 PERMITS	6	1	0	59	0	0	0	0	3,006.48	224
									66	
									1,034,008	
2004 PERMITS	9	0	0	63	0	0	0	3	4,056.74	273
									75	
									1,437,890	
2003 PERMITS	10	0	0	57	0	0	1	2	3,465.35	381
									70	
									1,140,737	
2002 PERMITS	9	0	0	51	0	0	2	1	3,126.40	337
									63	
									1,443,485	
2001 PERMITS	11	3	0	68	0	0	0	4	6,106.28	573
									86	
									6,521,470	
2000 PERMITS	10	3	0	45	0	0	0	1	526.90	336
									59	
									4,749,615	

Finney County –Building Report

	Single Family Residential Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (Two or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Miscellaneous Permits (Utility, Religious, Public or Non-Profit Projects)	TOTAL Fee, Permits & Valuation	TOTAL Number of Inspections
	2013 Permits	18	8	0	141	8	5	34	6	39,973.85 218 65,749,345
2012 Permits	12	1	0	159	9	2	74	2	44,259.82 259 9,291,511	565
2011 PERMITS	11	3	0	215	7	3	86	12	52,764.22 336 10,769,887	637
2010 PERMITS	18	0	0	216	5	2	71	7	46,326.52 319 8,765,679	810
2009 PERMITS	23	7	0	285	1	0	80	8	47,873.31 404 7,587,121	655
2008 PERMITS	14	2	0	430	10	11	50	10	62,640.71 527 12,353,215	949
2007 PERMITS	15	7	0	180	2	12	38	3	45,343.41 257 10,059,952	937
2006 PERMITS	15	5	0	84	0	3	17	3	82,504.28 127 64,826,334	693
2005 PERMITS	11	11	0	71	7	2	14	11	11,325.55 127 4,394,195	645
2004 PERMITS	15	17	0	93	1	6	11	1	12,792.55 144 4,724,850	979
2003 PERMITS	18	24	0	96	4	6	17	1	16,871.88 166 6,371,938	1004
2002 PERMITS	20	18	0	99	2	3	21	2	14,777.08 165 6,531,734	1191
2001 PERMITS	14	11	2	111	6	3	23	1	16,859.55 171 8,440,970	851
2000 PERMITS	12	61	0	191	10	6	18	4	18,693.90 302 12,219,573	1661

Short Term and Long Term Building Potential
(Final Platted or Preliminary Platted Lots)

City of Garden City - Subdivisions NAME OF ADDITION	NUMBER OF LOTS AVAILABLE (Short term)	NUMBER OF LOTS AVAILABLE (Long Term)
Eagle Crest Addition	1	
Campus Gardens South Addition	2	
Cedar Ridge Estates Addition	1	
Fox Hill Addition	8	
Heritage Place Addition No. 1	18	
*Heritage Place Second Addition		38
*Miriah Heights Two		20
Ninth and Frederick	2	
Northeast Territory Addition No. 1	2	
Pheasant Valley Second Addition		22
Pheasant Valley Third Addition		27
Pheasant Valley "Villas Addition" Blk1	6	
Amy Street Townhomes	4	
Cedar Ridge Estates	1	
East Cambridge Square	2	58
Orosco Addition, Phase 1	2	12
Maggies Addition	4	
Gian Addition	9	
Chappel Heights	49	
East Cambridge Phase II	32	
Total # of available lots as of Jan. 2012	143	166

City of Holcomb - Subdivisions NAME OF ADDITION	NUMBER OF LOTS AVAILABLE (Short Term)	NUMBER OF LOTS AVAILABLE (Long Term)
Joe's Replat	1	
Oldweiler Addition No. 1	4	
Cambridge Square Addition No. 2	2	
Cambridge Square Addition No. 3	2	
Barber Addition	3	
Beasley Subdivision	1	
Farr Addition	2	
Freeman Addition	10	
Sunnyside Addition	2	
Total # of available lots as of Jan. 2012	27	

Finney County - Subdivisions NAME OF ADDITION	NUMBER OF LOTS AVAILABLE (Short Term)	NUMBER OF LOTS AVAILABLE (Long Term)
Rolling Hills Estates	5	
Rivers West Estates	20	
Windmill Estates	5	
Sagebrush Estates	23	21
Towns Riverview	13	
Towns Riverview South	18	
Two Lions Subdivision	3	
Riverside Subdivision	7	
Southwind	69	43
Hiview Acres	5	
Joss Tracts	5	
Monarch Estates	3	
Dreiling	1	
Bison Subdivision	6	
Dakota Additon	2	
Becker Subdivision	3	
Henkle Addition	4	
Highlands Addition	12	14
North Shore Estates	25	
Prairie Grass Addition	18	
Freedom Acres	21	
Southeast Suburban Estates	3	
Equine Ranches	5	
Harms Addition	5	
Terrace Estates	3	
T-Bone Stakes	4	
Golf Acres	5	
Henry Burt Addition 2	4	
Henry Burt Addition 3	2	
Henry Burt Addition 4	3	
Dakota 2 nd Addition	1	67
Southwind 5 th Addition	17	
Leavitt Addition	9	
Total # of available lots as of Jan. 2012	329	145

Garden City Fire Department

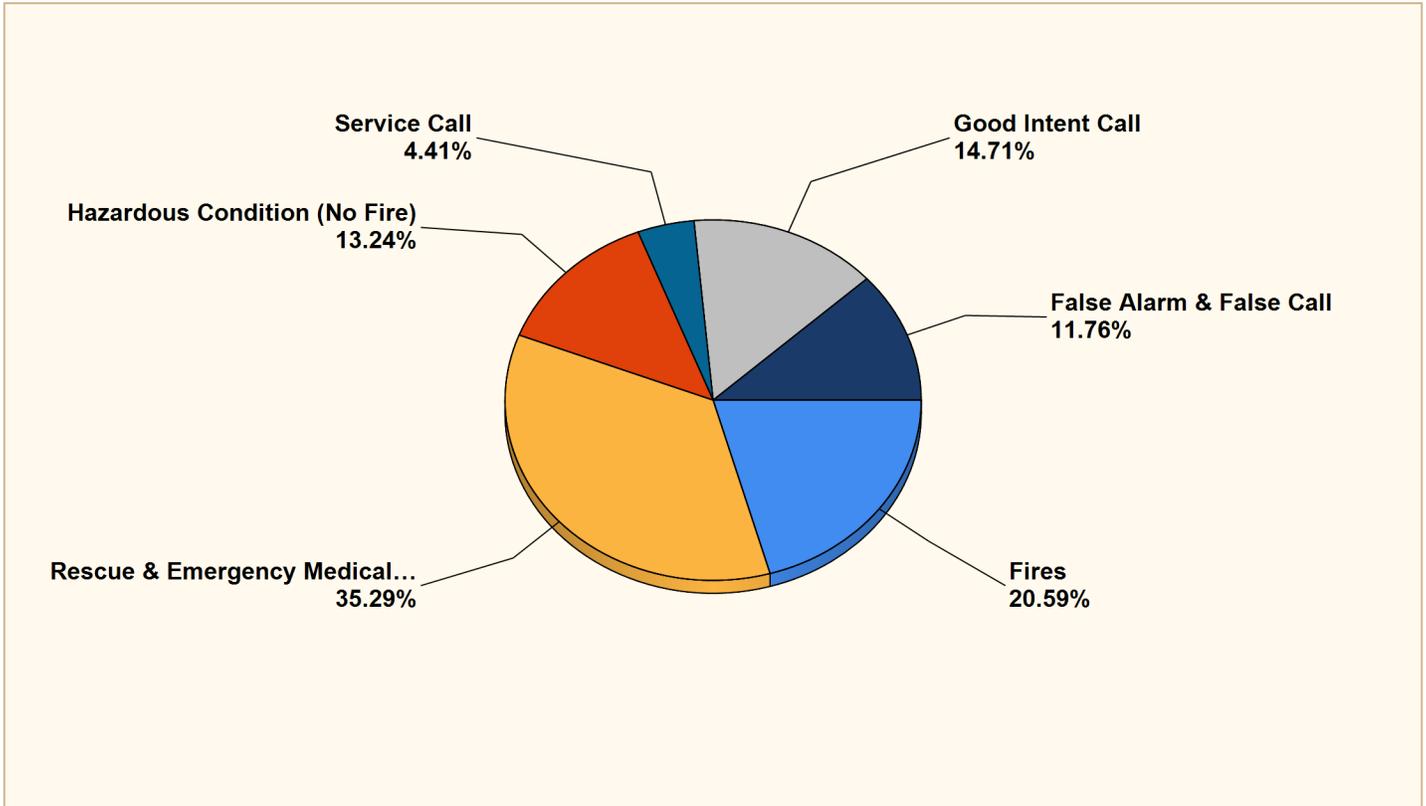
Garden City, KS

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Breakdown by Major Incident Types for Date Range

Start Date: 01/01/2014 | End Date: 01/31/2014



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	14	20.59%
Rescue & Emergency Medical Service	24	35.29%
Hazardous Condition (No Fire)	9	13.24%
Service Call	3	4.41%
Good Intent Call	10	14.71%
False Alarm & False Call	8	11.76%
TOTAL	68	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	2	2.94%
112 - Fires in structure other than in a building	2	2.94%
113 - Cooking fire, confined to container	1	1.47%
118 - Trash or rubbish fire, contained	1	1.47%
130 - Mobile property (vehicle) fire, other	1	1.47%
138 - Off-road vehicle or heavy equipment fire	1	1.47%
140 - Natural vegetation fire, other	1	1.47%
143 - Grass fire	2	2.94%
150 - Outside rubbish fire, other	1	1.47%
151 - Outside rubbish, trash or waste fire	1	1.47%
163 - Outside gas or vapor combustion explosion	1	1.47%
300 - Rescue, EMS incident, other	1	1.47%
311 - Medical assist, assist EMS crew	2	2.94%
320 - Emergency medical service, other	1	1.47%
322 - Motor vehicle accident with injuries	10	14.71%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	1.47%
324 - Motor vehicle accident with no injuries.	7	10.29%
352 - Extrication of victim(s) from vehicle	1	1.47%
381 - Rescue or EMS standby	1	1.47%
410 - Combustible/flammable gas/liquid condition, other	2	2.94%
412 - Gas leak (natural gas or LPG)	3	4.41%
422 - Chemical spill or leak	1	1.47%
424 - Carbon monoxide incident	2	2.94%
445 - Arcing, shorted electrical equipment	1	1.47%
542 - Animal rescue	1	1.47%
561 - Unauthorized burning	2	2.94%
600 - Good intent call, other	3	4.41%
611 - Dispatched & cancelled en route	3	4.41%
622 - No incident found on arrival at dispatch address	2	2.94%
631 - Authorized controlled burning	1	1.47%
651 - Smoke scare, odor of smoke	1	1.47%
700 - False alarm or false call, other	2	2.94%
735 - Alarm system sounded due to malfunction	2	2.94%
741 - Sprinkler activation, no fire - unintentional	1	1.47%
745 - Alarm system activation, no fire - unintentional	3	4.41%
TOTAL INCIDENTS:	68	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Garden City Fire Department

Garden City, KS

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StartDate: 01/01/2014 | EndDate: 01/31/2014

OCCUPANCY	COUNT
INSPECTION TYPE: CMB & Liquor License	
Assembly	1
INSPECTION TYPE: Company	
Assembly	2
Auto Repair	1
Auto Sales and Maintenance	9
Beauty/Barber Shop	6
Business Office	49
Church/Places of Worship	1
Hazardous Materials Facility	1
Medical, Surgical, Psychiatric	3
Medical/Dental Office	6
Mercantile	38
Restaurant	10

Locked inspections only.

Garden City Fire Department

Garden City, KS

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Events per Event Type for Date Range (Landscape)

Start Date: 01/01/2014 | End Date: 01/31/2014

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
Public CPR & 1st Aid						
	01/03/2014	Tatro Employees	Public Relations / Education	Station #2	6	Rick Woods
	01/11/2014	Family Ministries & Fire Department	Public Relations / Education	1605 East Mary	6	Casey Harmon, Sean McEntee
	01/25/2014	Open - Individuals	Public Relations / Education	1605 East Mary	6	Stephen Pekaar
	01/31/2014	Kansas Childrens Service League	Public Relations / Education	Station #2	6	Casey Harmon
Total Hours for Public CPR & 1st Aid:					24	
Blood Drive Assit						
	01/07/2014	Blood Drive Unload & Load	Public Relations / Education	Trinity Luthern	2	
Total Hours for Blood Drive Assit:					2	
Public CPR Class						
	01/23/2014	Fry Eye - Renewals	Public Relations / Education	1605 East Mary	3.5	James Morris, Stephen Pekaar
Total Hours for Public CPR Class:					3.5	

Only LOCKED events included.

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
Truck & Talk						
	01/28/2014	Victor Ornelas School - Health Week	Public Relations / Education	Victor Ornelas School 3401 East Spruce	5	James Benson, Jeremy Moore, Jose Seijas, Rick Woods, William Young
	01/30/2014	Bernadine Sitts - Health Week	Public Relations / Education	Bernadine Sitts - 3101 Belmont Street	5	James Benson, Rick Woods

Total Hours for Truck & Talk: 10

Only LOCKED events included.

GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
January of 2014
INCIDENTS REPORTED

OFFENSES	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Murder/Manslaughter	0	0	0
Rape	0	3	0
Robbery	0	0	0
Aggravated Assault	6	2	6
Burglary	4	13	4
Theft	49	34	49
Auto Theft	3	0	3
Arson	0	1	0
TOTAL	62	53	62
All Other Crimes	111	123	111
GRAND TOTAL	173	176	173

CRIMINAL ENFORCEMENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Adult Arrests	208	161	208
Juveniles Detained	35	51	35
TOTAL CUSTODY	243	212	243
Alcohol Related	24	11	24
Drug Related	35	25	35
Curfew Violations	5	9	5

INVESTIGATIONS DIVISION ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Total Cases Assigned	39	32	39
Total Active Cases	125	128	125
Adult Affidavits Filed	5	10	5
Juvenile Affidavits Filed	2	15	2
Follow-Up Contacts	1071	663	1071
Special Assignments	81	27	81
Search Warrants	60	24	60
Supplemental Reports	202	196	202
Other Reports	237	213	237
Cases Referred For Prosecution	13	17	13

TRAFFIC ACCIDENT INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Fatal Accidents	0	0	0
Injury Accidents	3	7	3
Non-Injury Accidents	63	48	63
TOTAL ACCIDENTS	66	55	66
Private Property Accidents	1	1	1

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 January of 2014**

OFFICERS ASSAULTED

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Firearm	0	0	0
Cutting Instrument	0	0	0
Other Dangerous Weapon	0	0	0
Hands, Fist, Feet, Etc.	1	3	1
Police Service Dog	0	0	0
TOTAL ASSAULTS	1	3	1

PATROL/CRD DIVISIONS SUMMARY

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Offense Reports	187	198	187
Supplemental Reports	79	72	79
Other Reports	99	88	99
Community Oriented Policing	213	150	213
Speeding Citations	29	17	29
Other Traffic Citations	340	217	340
Parking Citations	34	8	34
Warning Notices	411	261	411
Penal Summons	38	26	38
Felony Cases Cleared	22	26	22
Misdemeanor Cases Cleared	108	100	108
DUI Cases Cleared	4	8	4
Insecure Premises	3	10	3
Field Interviews	11	3	11
Citizen & Business Assists	91	75	91
Alarms	76	83	76
Adult Affidavits Filed	41	27	41
Juvenile Affidavits Filed	17	16	17

COMMUNICATIONS CENTER ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Non-Traffic Activities	2465	2037	2465
Traffic Activities	665	399	665
TOTAL ACTIVITIES	3130	2436	3130
911 Calls	1371	1347	1371
Finney County Sheriff's Office Activities	430	440	430

**GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
January of 2014**

RESPONSE TIME SUMMARY

DESCRIPTION	THIS MONTH	LAST YEAR	5 YEARS AGO
Average Emergency	2.45	3.23	3.06
Average Non-Emergency	11.01	11.10	12.31
Average Traffic Accident	13.19	11.89	11.59

ANIMAL INCIDENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Animals Impounded	128	120	128
Animals Disposed	30	65	30
Citations Issued	5	0	5
Animal Bites	1	2	1
Adoptions	38	36	38

TRAINING HOURS RECEIVED

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Administrative	22.00	1.00	22.00
Patrol/CRD Division	60.00	0.00	60.00
Support Services Division	61.25	58.75	61.25
Investigation Division	50.00	0.00	50.00
Instructor Hours	34.50	6.50	34.50
SUB-TOTAL TRAINING HRS	227.75	66.25	227.75
Academy Training Hours	640.00	640.00	640.00
TOTAL TRAINING HOURS	867.75	706.25	867.75

ADMINISTRATIVE INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Allegations Received	3	1	3
Unfounded	0	0	0
Unsubstantiated	0	0	0
Sustained	0	0	0
Exonerated	0	0	0
Violation Not Based On Complaint	0	0	0
Investigation In Progress	2	2	2
Administrative Closure	0	1	0
Commendations	0	0	0

Bias-Based Policing Statistics

January 2014

	January #	January %
SUBJECTS CONTACTED:	197	N/A
AGE:		
15 yoa - 19 yoa	44	22%
20 yoa - 29 yoa	59	30%
30 yoa - 49 yoa	62	31%
50+	32	16%
Not Provided	0	0%
<i>TOTAL</i>	<i>197</i>	<i>100%</i>
RACE:		
White	182	92%
Black	10	5%
Native American	0	0%
Asian	4	2%
Other	0	0%
More Than One Race	0	0%
Not Provided	1	1%
<i>TOTAL</i>	<i>197</i>	<i>100%</i>
GENDER:		
Male	128	65%
Female	69	35%
Unknown	0	0%
Not Provided	0	0%
<i>TOTAL</i>	<i>197</i>	<i>100%</i>
ETHNICITY:		
Hispanic/Latino	131	66%
Non-Hispanic	63	32%
Not Provided	3	2%
<i>TOTAL</i>	<i>197</i>	<i>100%</i>
RESPONSE AREA:		
1	48	24%
2	49	25%
3	21	11%
4	37	19%
5	40	20%
Not Provided	2	1%
<i>TOTAL</i>	<i>197</i>	<i>100%</i>

Bias-Based Policing Statistics

January 2014

	January #	January %
PRIMARY REASON FOR OFFICER INVESTIGATION:		
Call Related	25	13%
Officer Initiated	170	86%
Not Provided	2	1%
<i>TOTAL</i>	<i>197</i>	<i>100%</i>

INFORMATION OBTAINED BY:		
Officer's Perception	169	86%
Investigation	26	13%
Not Provided	2	1%
<i>TOTAL</i>	<i>197</i>	<i>100%</i>

RELIGIOUS DRESS:		
Yes	4	2%
No	191	97%
Not Provided	2	1%
<i>TOTAL</i>	<i>197</i>	<i>100%</i>

PRIMARY REASON FOR STOP:		
Moving Violation	116	59%
Equipment Violation	64	32%
Criminal Offense/Probable Cause	7	4%
Other Violation	5	3%
To Render Service	1	1%
Suspicious Circumstances	0	0%
Pre-existing Knowledge	1	1%
Special Detail	1	1%
Multiple Reasons	0	0%
Not Provided	2	1%
<i>TOTAL</i>	<i>197</i>	<i>100%</i>

ACTION TAKEN:		
Citation	128	65%
Search	0	0%
Warning	44	22%
Arrest	23	12%
Warrant Arrest	0	0%
Assistance Provided	0	0%
No Action	0	0%
Not Provided	2	1%
<i>TOTAL</i>	<i>197</i>	<i>100%</i>

Bias-Based Policing Statistics

January 2014

	January #	January %
SEARCH RATIONALE:		
Not Applicable	184	93%
Vehicle Indicators	0	0%
Verbal Indicators	0	0%
Physical/Visual Indicators	5	3%
Document Indicators	0	0%
Incident to Arrest	5	3%
Other	1	1%
More Than One Reason	0	0%
Not Provided	2	1%
<i>TOTAL</i>	<i>197</i>	<i>100%</i>

TYPE OF SEARCH:		
No Search Conducted	180	91%
Consent Search Conducted	2	1%
Inventory	0	0%
Stop and Frisk	0	0%
Search Warrant	0	0%
No Search/Consent Denied	0	0%
Search Incident to Arrest	8	4%
Plain View	2	1%
Probable Cause	3	2%
More Than One Type	0	0%
Not Provided	2	1%
<i>TOTAL</i>	<i>197</i>	<i>100%</i>

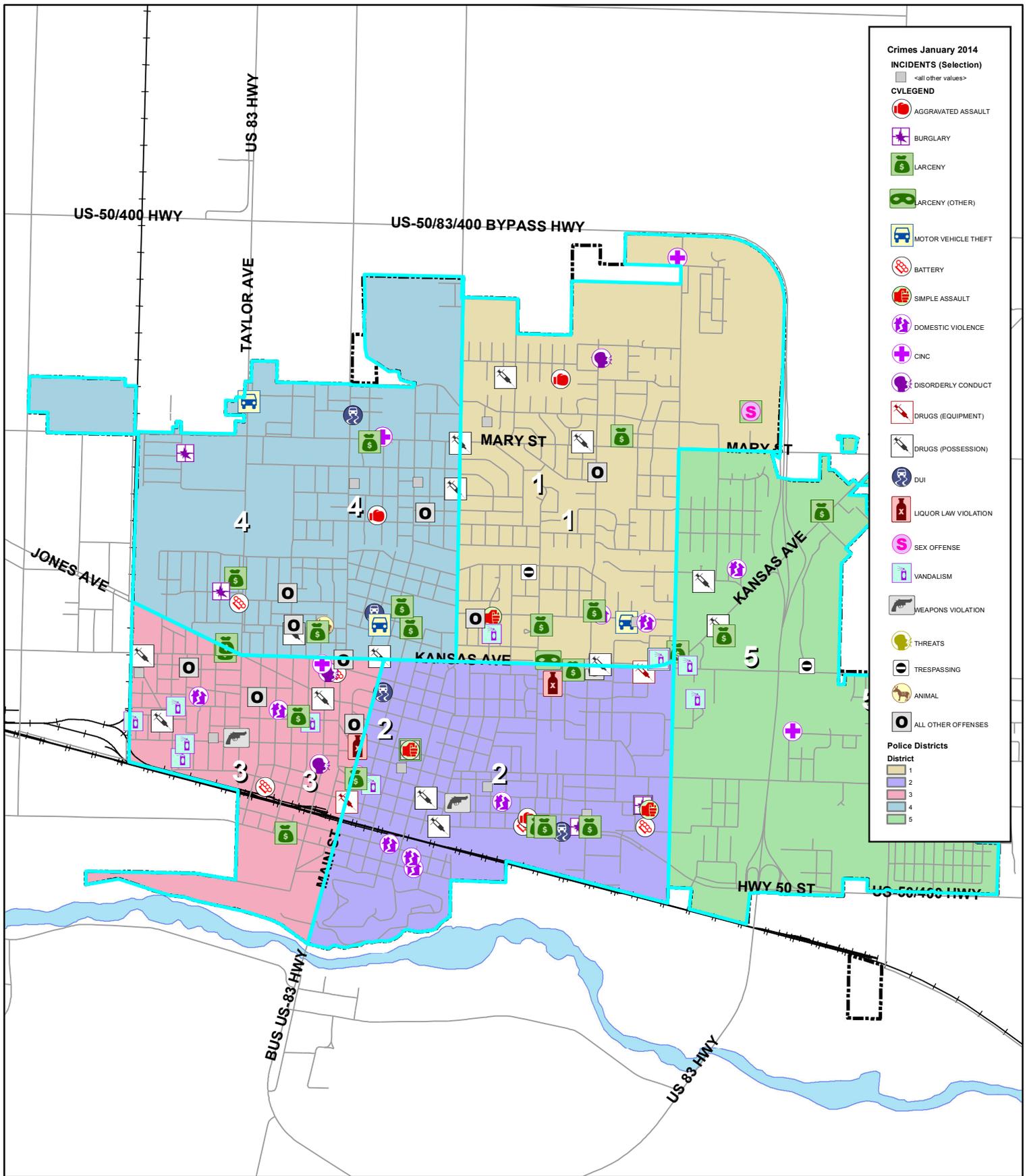
CONTRABAND SEIZED:		
None	189	96%
Currency	0	0%
Firearms	0	0%
Other Weapons	0	0%
Drugs/Paraphernalia	3	2%
Alcohol/Tobacco Products	3	2%
Stolen Property	0	0%
Other	0	0%
More Than One Type	0	0%
Not Provided	2	1%
<i>TOTAL</i>	<i>197</i>	<i>100%</i>

Hispanic	Arrests	17	13%
	Citations	81	62%
	Warnings	31	24%
Non-Hispanic	Arrests	6	10%

Bias-Based Policing Statistics

January 2014

	January #	January %
Citations	44	70%
Warnings	13	21%



Garden City PD

This agency is not responsible for the misinterpretation of this map and makes no inference or judgment as to the relative safety of particular areas. This map does not meet national map accuracy standards and should not be used for engineering purposes.





City of Garden City
Monthly Financial Report FY 2014
For the One Month Ended January 31, 2014
 Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended January 31, 2014.

GENERAL FUND AT A GLANCE

Category	Revised 2014 Budget	2014 YTD Actual	2013 YTD Actual
Revenues	19,881,462	3,404,312	3,381,068
Expenditures	20,769,757	1,318,372	2,087,780
Revenues Over(Under)	(888,295)	2,085,940	1,293,288

UTILITY FUND REVENUES AT A GLANCE

Category	Revised 2014 Budget	2014 YTD Actual	2013 YTD Actual
Electric	28,445,750	2,335,706	2,133,772
Solid Waste	2,859,500	243,474	260,972
Drainage Utility	205,800	16,650	18,185
Water and Sewage	7,695,500	495,759	509,464
TOTAL	39,206,550	3,091,589	2,922,393

SELECTED REVENUES AT A GLANCE

Category	Revised 2014 Budget	2014 YTD Actual	2013 YTD Actual
City Sales Tax	5,600,000	480,712	508,705
County Sales Tax	3,350,000	287,336	298,575
Franchise Tax			
Gas Utility	420,000	109,742	95,888
Telephone	75,000	5,993	6,215
CATV	225,000	0	0
Building Permits	237,250	32,624	12,433
Municipal Court Fines	1,025,000	73,855	68,733



**City of Garden City
Monthly Financial Report FY 2014
For the One Month Ended
January 31, 2014**

General Fund

General Fund Revenues collected through January were \$3,404,312. The January revenues represent 17.12% of the total revenues expected in the General Fund. Property tax distribution was 58.31% for the first of five payments in 2014.

General Fund Expenses are at 6.35% of the total expenditures expected in the General Fund.

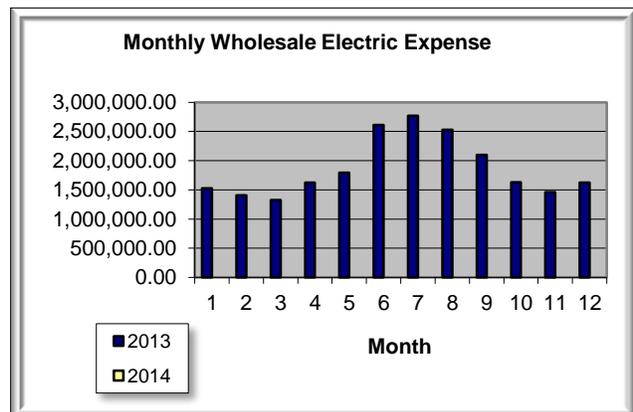
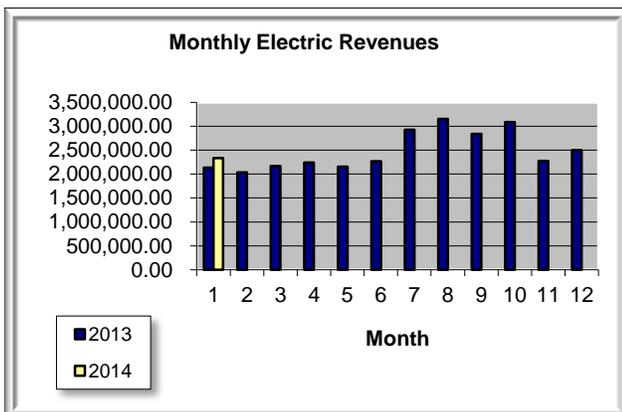
Selected Revenues

- City Sales Tax—Behind by \$27,993 compared to January 2013 year to date collections, 5.50% behind 2013 for the one month ended.
- County Sales Tax— Collections for the one month ended are behind 2013 by \$11,239 or 3.76%.
- Franchise Tax—Budget estimates for 2014 remain approximately the same as 2013. Franchise fees are slightly higher than 2013 with the exception of telephone.
- Building Permits—Budget estimates for 2014 are based on 2013 revenues. Receipts are higher than this period in 2013.
- Municipal Court Fines—Budget estimates are slightly higher than 2013 budget and collections through January were ahead of 2013.

Utility Funds

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$28,445,750 for 2014 were \$2,335,706 through one month or 8.21% of budget.

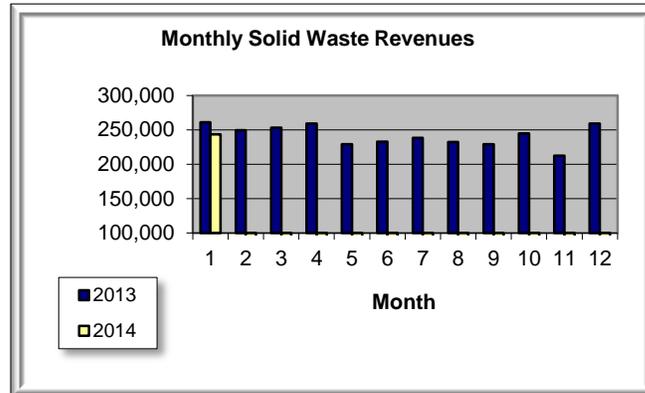


A main expense is Wholesale Electric in the Utility Fund. The 2014 revised budget for wholesale electric is \$20,562,000. The wholesale electric expense for January was not available at this printing.

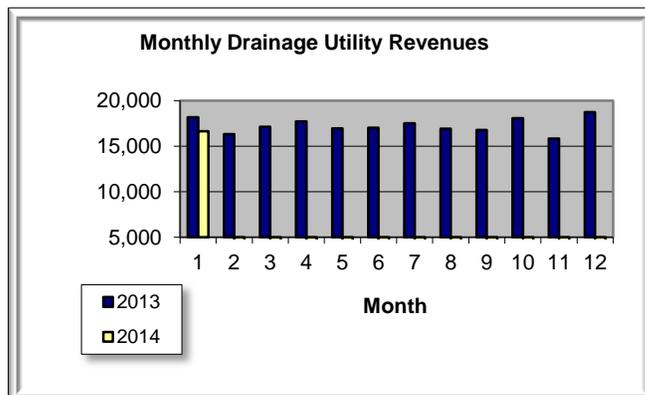


**City of Garden City
 Monthly Financial Report FY 2014
 For the One Month Ended
 January 31, 2014**

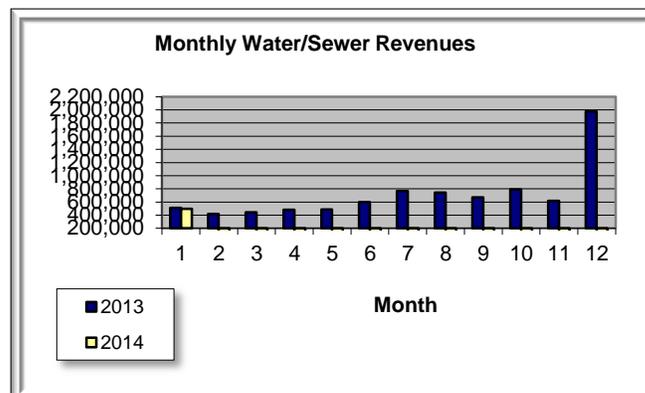
■ Solid Waste revenues – revised budget at \$2,859,500 for 2014 were \$243,474 through one month or 8.51% of budget.



■ Drainage Utility revenues – revised budget at \$205,800 for 2014 were \$16,650 through one month or 8.09%.



■ Water and Sewage revenues - revised budget at \$7,695,500 for 2014 were \$495,759 through one month or 6.44% of budget.





CITY OF GARDEN CITY, KANSAS
 Comparison of Cash Balances with Encumbrances and Composition of Cash
 For the One Month Ended January 31, 2014

Fund	Unencumbered Cash Balance 1/1/2014	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 1/31/2014	Add Payables and Encumbrances	Treasurer's Cash 1/31/2014
1 General	4730963.09	3404311.69	1318371.87	6816902.91	0.00	6816902.91
<u>Debt Service Fund</u>						
40 Bond and Interest	394287.06	1089641.44	0.00	1483928.50	0.00	1483928.50
<u>Special Revenue Funds</u>						
5 Capital Improvement	690371.20	23.99	-4862.25	695257.44	0.00	695257.44
6 Community Development Loan Fund	14667.06	405.35	0.00	15072.41	0.00	15072.41
7 Cemetery Endowment	27023.48	400.00	0.00	27423.48	0.00	27423.48
8 Community Trust	1277499.49	0.00	0.00	1277499.49	0.00	1277499.49
10 DEA Forfeiture	41720.15	2663.60	0.00	44383.75	0.00	44383.75
11 Drug Enforcement	18513.87	1131.07	-360.00	20004.94	0.00	20004.94
15 Enhanced Wireless 911 Fund	293153.99	13845.97	383.60	306616.36	0.00	306616.36
18 Finnup Trust Fund	54752.18	0.00	-407.50	55159.68	0.00	55159.68
25 Recreation	0.00	513982.52	513982.52	0.00	0.00	0.00
26 Special Improvements	86770.07	-16.00	0.00	86754.07	0.00	86754.07
27 Special Liability	155936.04	0.00	0.00	155936.04	0.00	155936.04
29 Special Alcohol Programs	41205.59	0.00	0.00	41205.59	0.00	41205.59
30 Special Recreation and Parks	97756.84	2151.85	0.00	99908.69	0.00	99908.69
31 FOLRZ Projects	0.00	0.00	0.00	0.00	0.00	0.00
32 Special Trafficway	971543.57	173940.87	59514.09	1085970.35	0.00	1085970.35
50 Community Development Grant	0.00	9701.97	9701.97	0.00	0.00	0.00
52 Economic Development	371988.85	0.00	488.61	371500.24	0.00	371500.24
53 Project Development	191617.19	166.26	0.00	191783.45	0.00	191783.45
54 RHID Security Fund	0.00	0.00	0.00	0.00	0.00	0.00
Total Special Revenue	<u>4334519.57</u>	<u>718397.45</u>	<u>578441.04</u>	<u>4474475.98</u>	<u>0.00</u>	<u>4474475.98</u>
<u>Capital Projects Funds</u>						
41 2013-GO Bond Projects	976721.17	0.00	37140.63	939580.54	0.00	939580.54
45 2012-GO Bond Projects	772811.11	0.00	0.00	772811.11	0.00	772811.11
46 2012- Temporary Notes Durango Proj	2300843.93	0.00	0.00	2300843.93	0.00	2300843.93
48 2013-Temp Notes Series D	29170.74	0.00	0.00	29170.74	0.00	29170.74
49 2013-Temp Notes Schulman Crossing	5618097.65	0.00	750064.49	4868033.16	0.00	4868033.16
Total Capital Projects	<u>9697644.60</u>	<u>0.00</u>	<u>787205.12</u>	<u>8910439.48</u>	<u>0.00</u>	<u>8910439.48</u>
<u>Enterprise Funds</u>						
Electric Utility:						
68 General	3508279.17	2335705.77	459646.61	5384338.33	0.00	5384338.33
69 Security Deposits	450703.24	16500.00	2853.13	464350.11	0.00	464350.11
Total Electric Utility	<u>3958982.41</u>	<u>2352205.77</u>	<u>462499.74</u>	<u>5848688.44</u>	<u>0.00</u>	<u>5848688.44</u>
Water and Sewer Utility:						
80 General	2616964.74	495758.58	259664.91	2853058.41	0.00	2853058.41
81 Wastewater Repair and Replacem	285056.03	10958.55	0.00	296014.58	0.00	296014.58
82 Water and Sewage Maintenance F	579758.01	12677.86	0.00	592435.87	0.00	592435.87
Total Water and Sewer Utility	<u>3481778.78</u>	<u>519394.99</u>	<u>259664.91</u>	<u>3741508.86</u>	<u>0.00</u>	<u>3741508.86</u>
Airport:						
60 General	310665.07	430022.93	43638.11	697049.89	0.00	697049.89
61 Airport Improvement	58774.14	61.46	0.00	58835.60	0.00	58835.60
Total Airport	<u>369439.21</u>	<u>430084.39</u>	<u>43638.11</u>	<u>755885.49</u>	<u>0.00</u>	<u>755885.49</u>
Solid Waste Utility:						
75 General	1371930.93	243473.91	115511.78	1499893.06	0.00	1499893.06
Recreation Area:						
70 General Golf Course	70927.93	9328.85	38691.61	41565.17	0.00	41565.17
71 Golf Course Building	15150.15	68.50	0.00	15218.65	0.00	15218.65
Total Recreation Area	<u>86078.08</u>	<u>9397.35</u>	<u>38691.61</u>	<u>56783.82</u>	<u>0.00</u>	<u>56783.82</u>
Drainage Utility:						
79 General	390794.39	16650.15	7752.37	399692.17	0.00	399692.17
<u>Internal Service Funds</u>						
55 Health Insurance	350019.55	269446.50	536721.71	82744.34	225426.38	308170.72
56 Health Insurance Reserve	0.00	0.00	0.00	0.00	0.00	0.00
35 Workers Compensation	70497.31	0.00	298550.00	-228052.69	0.00	-228052.69
36 Workers Compensation Reserve	502503.37	0.00	0.00	502503.37	0.00	502503.37
Total Internal Service	<u>923020.23</u>	<u>269446.50</u>	<u>835271.71</u>	<u>357195.02</u>	<u>225426.38</u>	<u>582621.40</u>
Total All Funds	<u>29739438.35</u>	<u>9053003.64</u>	<u>4447048.26</u>	<u>34345393.73</u>	<u>225426.38</u>	<u>34570820.11</u>



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 1/1/2014 Through 1/31/2014

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
	Income				
3022	CONNECTING LINKS	18,834.55	18,834.55	75,000.00	(56,165.45)
3023	CONSUMER USE TAX	68,140.07	68,140.07	770,000.00	(701,859.93)
3028	LIQUOR CONSUMPTION TAX	0.00	0.00	80,000.00	(80,000.00)
3040	AD VALOREM TAX	2,078,132.22	2,078,132.22	3,429,783.00	(1,351,650.78)
3041	AD VALOREM BACK TAX	32,738.42	32,738.42	190,000.00	(157,261.58)
3044	CITY SALES TAX	480,711.75	480,711.75	5,600,000.00	(5,119,288.25)
3046	COUNTY SALES TAX	287,336.17	287,336.17	3,350,000.00	(3,062,663.83)
3055	MOTOR VEHICLE TAX	105,697.24	105,697.24	454,664.00	(348,966.76)
3056	RECREATIONAL VEHICLE TAX	611.46	611.46	3,615.00	(3,003.54)
3057	HEAVY DUTY VEHICLE TAX	2,620.47	2,620.47	2,905.00	(284.53)
3065	CATV FRANCHISE	0.00	0.00	225,000.00	(225,000.00)
3066	GAS UTILITY FRANCHISE	109,742.42	109,742.42	420,000.00	(310,257.58)
3067	TELEPHONE FRANCHISE	5,992.68	5,992.68	75,000.00	(69,007.32)
3115	CEMETERY SPACES	2,285.00	2,285.00	60,000.00	(57,715.00)
3301.01	ANIMAL BOARDING	1,200.86	1,200.86	15,000.00	(13,799.14)
3301.02	CAR STORAGE & TOWING	3,168.50	3,168.50	15,000.00	(11,831.50)
3301.05	FEES-FALSE ALARM	0.00	0.00	5,000.00	(5,000.00)
3301.07	FEES-GATE RECEIPTS	730.00	730.00	24,000.00	(23,270.00)
3301.08	FEES-GRAVE OPENINGS	7,910.00	7,910.00	55,000.00	(47,090.00)
3301.09	FEES-MONUMENT SETTING	0.00	0.00	3,000.00	(3,000.00)
3301.10	FEES-PLAT FILING	198.00	198.00	2,500.00	(2,302.00)
3301.11	FEES-REZONING	200.00	200.00	2,500.00	(2,300.00)
3301.12	FEES-RURAL FIRE CONTRACTS	(3,600.00)	(3,600.00)	200,000.00	(203,600.00)
3301.13	FEES-WAIVER FILING	450.00	450.00	2,000.00	(1,550.00)
3301.16	FINES-MUNICIPAL COURT	73,855.15	73,855.15	1,025,000.00	(951,144.85)
3301.17	FEES-STATE JUDGE	96.23	96.23	2,500.00	(2,403.77)
3301.18	FEES-STATE LAW ENFORCEMENT	3,631.55	3,631.55	107,500.00	(103,868.45)
3301.19	FEES-REINSTATEMENT	567.00	567.00	20,000.00	(19,433.00)
3301.20	FEES-RESTITUTION	412.89	412.89	0.00	412.89
3301.21	LEGAL COPIES	358.75	358.75	3,000.00	(2,641.25)
3301.22	PROBATION SCREENING	10.00	10.00	1,000.00	(990.00)
3301.23	FEES-CRIME STOPPER INFRACTION	905.00	905.00	750.00	155.00
3301.24	FEES-CRIME STOPPER MAJOR	445.00	445.00	2,000.00	(1,555.00)
3350.01	LICENSE-AMUSEMENT	100.00	100.00	2,500.00	(2,400.00)
3350.02	LICENSE-ARBORIST	0.00	0.00	600.00	(600.00)
3350.03	LICENSE-CEREAL MALT BEVERAGE	225.00	225.00	2,000.00	(1,775.00)
3350.04	LICENSE-CONTRACTOR	5,230.00	5,230.00	30,600.00	(25,370.00)
3350.06	LICENSE-ELECTRICIAN	1,330.00	1,330.00	6,500.00	(5,170.00)
3350.08	LICENSE-ITINERANT MERCHANT	1,800.00	1,800.00	18,000.00	(16,200.00)
3350.09	LICENSE-LIQUOR	1,500.00	1,500.00	10,000.00	(8,500.00)
3350.10	LICENSE-MECHANICAL	510.00	510.00	3,000.00	(2,490.00)
3350.12	LICENSE-PAWN SHOP	50.00	50.00	250.00	(200.00)
3350.13	LICENSE-PLUMBER	810.00	810.00	4,500.00	(3,690.00)
3350.15	LICENSE-TAXI	0.00	0.00	195.00	(195.00)
3350.16	TAGS-DOG & CAT	377.18	377.18	2,000.00	(1,622.82)
3400.01	PERMITS-BUILDING	30,332.10	30,332.10	183,000.00	(152,667.90)
3400.02	PERMITS-CURB CUT	30.00	30.00	250.00	(220.00)



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 1/1/2014 Through 1/31/2014

3400.03	PERMITS-ELECTRIC	412.00	412.00	8,500.00	(8,088.00)
3400.04	PERMITS-EXCAVATION	500.00	500.00	2,500.00	(2,000.00)
3400.05	PERMITS-GAS	325.00	325.00	7,000.00	(6,675.00)
3400.08	PERMITS-MECHANICAL	186.00	186.00	11,000.00	(10,814.00)
3400.09	PERMITS-PLUMBING	654.00	654.00	15,000.00	(14,346.00)
3400.11	PERMITS-TV & SIGN	185.00	185.00	10,000.00	(9,815.00)
3435	INTEREST INCOME	89.20	89.20	40,000.00	(39,910.80)
3437	FINANCE CHARGE INCOME	3,045.68	3,045.68	13,000.00	(9,954.32)
3440.02	RENTAL-CITY FACILITIES	3,171.73	3,171.73	50,000.00	(46,828.27)
3440.03	RENTAL-DEPOT	100.00	100.00	1,200.00	(1,100.00)
3447	ROYALTIES-GAS WELLS	1,847.71	1,847.71	32,500.00	(30,652.29)
3450	SALE OF PROPERTY-AUCTION	0.00	0.00	20,000.00	(20,000.00)
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	0.00	0.00	2,000.00	(2,000.00)
3470.02	REIMBURSE-ENGINEERING	0.00	0.00	3,000.00	(3,000.00)
3470.03	REIMBURSE-FINNUP TRUST	0.00	0.00	100.00	(100.00)
3470.04	REIMBURSE-POLICE SERVICES	0.00	0.00	215,000.00	(215,000.00)
3470.07	UTILITY FUNDS REIMBURSEMENT	68,119.71	68,119.71	2,686,500.00	(2,618,380.29)
3470.08	REIMBURSE-COUNTY	0.00	0.00	185,000.00	(185,000.00)
3470.09	REIMBURSE-HOLCOMB	0.00	0.00	40,000.00	(40,000.00)
3515	FUEL TAX REFUND	0.00	0.00	1,500.00	(1,500.00)
3600.04	MISCELLANEOUS-INSPECTION	0.00	0.00	2,500.00	(2,500.00)
3600.05	MISCELLANEOUS-PARK & ZOO	0.00	0.00	50.00	(50.00)
3600.08	MISCELLANEOUS-STREET	0.00	0.00	50,000.00	(50,000.00)
	Total Income	<u>3,404,311.69</u>	<u>3,404,311.69</u>	<u>19,881,462.00</u>	<u>(16,477,150.31)</u>



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 1/1/2014 Through 1/31/2014

001 - GENERAL FUND

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	5,856.76	5,856.76	78,960.00	73,103.24
112	CITY MANAGER	62,503.05	62,503.05	496,170.00	433,666.95
113	SERVICE AND FINANCE	48,637.29	48,637.29	759,755.00	711,117.71
114	LEGAL SERVICES	0.00	0.00	108,500.00	108,500.00
115	MUNICIPAL COURT	30,623.53	30,623.53	771,630.00	741,006.47
116	HUMAN RESOURCES	17,539.79	17,539.79	178,442.00	160,902.21
117	INFORMATION TECH	20,701.20	20,701.20	432,420.00	411,718.80
118	CITY PROSECUTION	<u>17,833.81</u>	<u>17,833.81</u>	<u>277,920.00</u>	<u>260,086.19</u>
	Total Administration	203,695.43	203,695.43	3,103,797.00	2,900,101.57
121	POLICE-ADMINISTRATIVE	76,609.13	76,609.13	1,595,565.00	1,518,955.87
122	POLICE-INVESTIGATIONS	59,238.34	59,238.34	829,800.00	770,561.66
123	POLICE-PATROL	223,012.26	223,012.26	3,448,960.00	3,225,947.74
124	POLICE-SUPPORT SERVICES	84,046.50	84,046.50	1,265,250.00	1,181,203.50
125	POLICE-ANIMAL CONTROL	<u>9,284.29</u>	<u>9,284.29</u>	<u>212,420.00</u>	<u>203,135.71</u>
	Total Police	452,190.52	452,190.52	7,351,995.00	6,899,804.48
131	PUBLIC WORKS-PLANNING,COMM	23,619.51	23,619.51	345,670.00	322,050.49
132	PUBLIC WORKS-ENGINEERING	14,491.92	14,491.92	252,690.00	238,198.08
133	PUBLIC WORKS-STREET MAINT	61,599.97	61,599.97	1,439,530.00	1,377,930.03
134	PUBLIC WORKS-INSPECTIONS	21,198.83	21,198.83	402,850.00	381,651.17
135	PUBLIC WORKS-PARKS	<u>43,893.27</u>	<u>43,893.27</u>	<u>898,310.00</u>	<u>854,416.73</u>
	Total Public Works	164,803.50	164,803.50	3,339,050.00	3,174,246.50
141	ZOO-ADMINISTRATIVE	32,687.56	32,687.56	439,150.00	406,462.44
142	ZOO-MAINTENANCE DIVISION	20,215.49	20,215.49	345,400.00	325,184.51
144	ZOO-ANIMAL DIVISION	<u>74,354.46</u>	<u>74,354.46</u>	<u>1,208,660.00</u>	<u>1,134,305.54</u>
	Total Zoo	127,257.51	127,257.51	1,993,210.00	1,865,952.49
151	FIRE-ADMINISTRATIVE	27,839.44	27,839.44	266,710.00	238,870.56
152	FIRE-OPERATIONS	202,918.63	202,918.63	2,610,070.00	2,407,151.37
153	FIRE-VOLUNTEERS	<u>306.25</u>	<u>306.25</u>	<u>22,000.00</u>	<u>21,693.75</u>
	Total Fire	231,064.32	231,064.32	2,898,780.00	2,667,715.68
161	CEMETERY-OPERATIONS	30,985.59	30,985.59	520,690.00	489,704.41
171	CAPITAL IMPROVEMENT	108,375.00	108,375.00	1,394,850.00	1,286,475.00
181	EMPLOYEE BENEFITS	0.00	0.00	167,385.00	167,385.00
	Total Expenses	<u>1,318,371.87</u>	<u>1,318,371.87</u>	<u>20,769,757.00</u>	<u>19,451,385.13</u>



City of Garden City
Statement of Revenues and Expenditures-Utility Fund Revenues
From 1/1/2014 Through 1/31/2014

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,260,710.31	2,260,710.31	27,343,000.00	(25,082,289.69)
3110.01	COLLECTIONS-COIN BOX	0.00	0.00	250.00	(250.00)
3118	CONNECT FEES	5,642.00	5,642.00	50,000.00	(44,358.00)
3150	IDENTIFIED LONG/SHORT	(500.25)	(500.25)	0.00	(500.25)
3151	UNIDENTIFIED LONG/SHORT	14.83	14.83	0.00	14.83
3154	INSUFFICIENT FUNDS CHECKS	1,234.82	1,234.82	0.00	1,234.82
3155	RETURNED CHECK CHARGE	575.00	575.00	4,000.00	(3,425.00)
3185	PENALTIES	0.00	0.00	100,000.00	(100,000.00)
3201	REIMBURSE-DEVELOPER	0.00	0.00	65,000.00	(65,000.00)
3435	INTEREST INCOME	0.00	0.00	3,500.00	(3,500.00)
3492	SALES TAX	71,623.95	71,623.95	875,000.00	(803,376.05)
3600	MISCELLANEOUS	(3,594.89)	(3,594.89)	5,000.00	(8,594.89)
	Total Electric	2,335,705.77	2,335,705.77	28,445,750.00	(26,110,044.23)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	222,290.88	222,290.88	2,720,000.00	(2,497,709.12)
3185	PENALTIES	17,459.73	17,459.73	87,500.00	(70,040.27)
3195	RECYCLING SALES	3,723.30	3,723.30	50,000.00	(46,276.70)
3435	INTEREST INCOME	0.00	0.00	1,500.00	(1,500.00)
3515	FUEL TAX REFUND	0.00	0.00	500.00	(500.00)
	Total Solid Waste	243,473.91	243,473.91	2,859,500.00	(2,616,026.09)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	16,650.15	16,650.15	205,000.00	(188,349.85)
3104.02	HHW FEE INCOME	0.00	0.00	500.00	(500.00)
3435	INTEREST INCOME	0.00	0.00	300.00	(300.00)
	Total Drainage Utility	16,650.15	16,650.15	205,800.00	(189,149.85)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	208,806.27	208,806.27	2,650,000.00	(2,441,193.73)
3103	COLLECTIONS-WATER	242,673.42	242,673.42	4,300,000.00	(4,057,326.58)
3118	CONNECT FEES	945.00	945.00	18,000.00	(17,055.00)
3120	COUNTY SEWER FEES	19,273.76	19,273.76	112,000.00	(92,726.24)
3130	FIRE LEG FEES	0.00	0.00	11,000.00	(11,000.00)
3185	PENALTIES	597.66	597.66	120,000.00	(119,402.34)
3201	REIMBURSE-DEVELOPER	9,973.63	9,973.63	11,000.00	(1,026.37)
3225	SALE OF MATERIAL	1,366.93	1,366.93	15,000.00	(13,633.07)
3228	SEWER MAINTENANCE FEES	0.00	0.00	4,000.00	(4,000.00)
3229	SEWER TANK FEES	4,002.91	4,002.91	95,000.00	(90,997.09)
3257	WATER TANK SALES	1,881.50	1,881.50	22,000.00	(20,118.50)
3260	WATER TAP FEES	3,700.00	3,700.00	7,500.00	(3,800.00)
3494	TAX-WATER CONSUMPTION	2,475.00	2,475.00	65,000.00	(62,525.00)
3600	MISCELLANEOUS	62.50	62.50	15,000.00	(14,937.50)
4010.20	TRANSFER-WTR SYS MAINT RESV	0.00	0.00	150,000.00	(150,000.00)
4010.21	TRANSFER-WASTEWTR R&R RESV	0.00	0.00	100,000.00	(100,000.00)
	Total Water and Wastewater	495,758.58	495,758.58	7,695,500.00	(7,199,741.42)
	Total Income	3,091,588.41	3,091,588.41	39,206,550.00	(36,114,961.59)

FINNEY COUNTY TRANSIT
City Link
MINI BUS ADA PARATRANSIT SERVICE
1008 N. ELEVENTH STREET
GARDEN CITY, KANSAS 67846
620-272-3626 FAX 620-271-6191
TOLL FREE 877-323-3626
www.seniorcenterfc.com/transportation.html

TRANSPORTATION DEPARTMENT REPORT FOR JANUARY, 2014

City Link ridership was up with 6,344 rides in January with a daily average of 288. Mini Bus ridership was also up with 1,179 door to door rides with a daily average of 54. We were closed for New Year's Day.

We experienced several days of extreme cold with a Polar Vortex hit our area. In addition we had several days of high wind. #14 sustained damage to the passenger door when the wind caught it. It is in the body shop for repairs. #21's circuit board developed a problem. My son, Rusty Burgardt donated his time to come in on a Sunday evening to solder a loose circuit, thereby fixing the problem and saving us the cost of a whole new circuit board. We blew a hose on #25 and it damaged a belt, so it had to be towed to Schifflbein for repairs.

We provided dispatching for Dodge City's scheduled door to door bus service for 2,089 rides with a daily average of 95. Considering they only have four buses and limit their service to the hours of 7:30am-5:30pm it is very impressive. It is rewarding to know we have had such a positive impact on their community by dispatching for them.

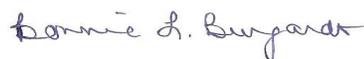
Our mechanic, Curt Stucky worked with the gas company and a plumber to replace the orifices on the gas line to the new generator with the correct size. The manufacturer came out to fire it up and then came back ensure it worked after the orifices were replaced. Curt spent some time getting it secured to the cement. Curt also took care of some minor repair items such as changing light bulbs and replacing hand soap dispensers in our building along with all the routine repairs and maintenance he takes care of on our buses.

I worked with the auditor on the CTD's A-133 audit. We are waiting on the auditors to complete it.

Marcy and Jennie attended a meeting in Dodge City on a new computer aided dispatching software that KDOT is considering moving us to. Trapeze never has been able to fix the problems with NOVUS that we have had since the beginning. We all still have to track our ridership with separate spreadsheets which is very time consuming.

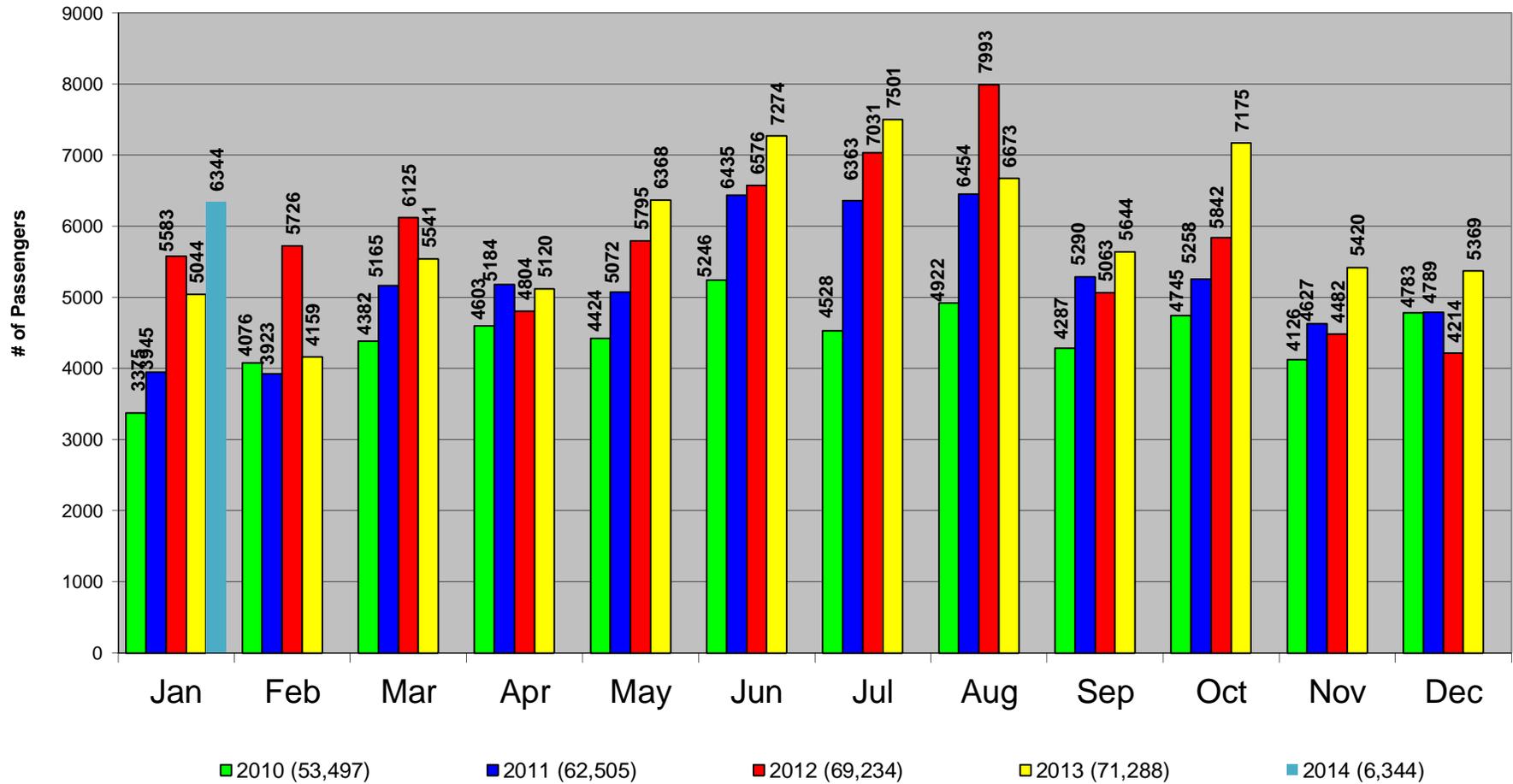
Marcy completed evaluations on the two newest dispatchers and I completed the evaluations on the two newest drivers. It is great to be fully staffed once again. What a blessing to work with such a great team!

Respectfully Submitted,



Bonnie L. Burgardt
Transportation Director

City Link Ridership Yearly Comparison



**FINNEY COUNTY TRANSIT REPORT
JANUARY, 2014**

	REPAIRS/ MAINT./ OTHER	FUEL	MILES DRIVEN	MILES ON VEHICLE	FARES	ELDLY	DSBL	GEN. PUBLIC	TOTAL PASS.	NON- AMBUL.	LIFT STANDEE	CANE/ WLKR.	INSURANCE	NON- ON-TIME
#27	\$1,871.13		5,451	27327	\$551.28	66	7	1456	1529	0	0	0	\$0.00	0
	Serviced-oil/lube/filter, totated tires, tire repair,													
#8	\$251.88		93	126014	\$44.00	0	3	16	19	0	0	0	\$0.00	0
#10	\$87.87	\$256.71	605	50038	\$122.10	70	44	12	126	26	10	23	\$0.00	0
	Tire repair, belt extensions, filled pit in windshield													
#11	\$135.12		430	122857	\$52.00	4	0	128	132	0	0	0	\$0.00	0
#12	\$44.55	\$233.92	691	31595	\$127.00	83	64	12	159	36	12	16	\$0.00	0
	Serviced-oil/lube/filter, repair brake light on left side, belt extensions													
#14	\$49.02		472	66059	\$122.00	2	1	33	36	1	0	0	\$0.00	0
#15	\$206.41	\$340.39	660	28363	\$182.00	105	61	10	176	33	17	47	\$0.00	0
	Repaired safety foot on wheelchair lift, belt extensions													
#16	\$207.68		305	27205	\$82.00	25	29	8	62	11	8	9	\$0.00	0
#17	\$419.42		1,012	34000	\$177.10	142	63	20	225	46	1	49	\$0.00	0
#18	\$75.38	\$246.35	583	25336	\$154.00	80	38	16	134	30	10	20	\$0.00	0
	Tire repair, replaced sun visor													
#19	\$434.73		894	24386	\$152.50	168	44	16	228	54	3	29	\$0.00	0
#20	\$105.36		154	16349	\$22.00	16	15	2	33	3	0	1	\$0.00	0
#21	\$314.20	\$985.61	1,533	93361	\$422.35	88	150	936	1174	0	0	0	\$0.00	0
	Troubleshoot wiring, repaired circuit board, replaced battery cables													
#22			884	114180	\$235.07	39	48	449	536	0	0	0	\$0.00	0
	Repair back door safety switch, replaced bolt in wheelchair tower													
#23	\$181.43	\$1,052.36	2,314	74451	\$358.04	21	25	546	592	0	0	0	\$0.00	0
	Rotated tires, repair money vault, adjust door limit switch, replaced passenger door light switch, brakes, tail light													
#24	\$693.61		6,119	81823	\$456.42	100	79	756	935	0	0	0	\$0.00	0
	Replaced upper left rear clearance light													
#25	\$2,984.82	\$134.80	1,333	69159	\$221.28	21	26	375	422	0	0	0	\$0.00	0
	Towed twice, rebuilt transmission, cleaned and serviced batteries and switched around to extend life of batteries													
#26	\$317.85	\$1,019.04	3,054	68055	\$461.53	129	95	781	1,005	0	0	0	\$0.00	0
	Serviced-oil/lube/filter, replaced all tires, brakes, tail light													
TOTALS	\$4,212.51	\$8,437.13	26,587		\$3,942.67	1,159	792	5,572	7,523	240	61	194	\$0.00	0

**CITY OF GARDEN CITY
ZOO DEPARTMENT
JANUARY 2014 MONTHLY REPORT**

ANIMAL DIVISION

ACCESSIONS:

Births/Hatchings

1.0 Red kangaroo DNS

Transactions (Purchases, donations, etc.)

None

DEACCESSIONS

Deaths

1.0 Black rhinoceros Cardiac failure, chronic interstitial pneumonia and secondarily, esophageal indigestion (blockage) due to inflammation of vagal nerve. Histopathology pending.

1.1 Madagascar hissing cockroach Undetermined

Transactions (Sales, donations, etc.)

None

Rhino care and documentation (3 overnight watches). Interviewing keeper applicants for Asia Keeper I. Elephant program review and zoo safety meeting by Dale Leeds, Curator Denver Zoo, Elephant TAG/SSP steering committee member. Short-staffed due to vacancy and a paternity leave. Assisted Education Division with camp encounters. Working on state and federal permit annual reports and renewals.

ADMINISTRATION DIVISION

Conceptual plans for Flamingo, Primate and Australian exhibits completed and display boards received. West Green irrigation conversion project completed. City concrete crew replaced broken sidewalks outside Cat Canyon and altered a curb to allow for exit gate installation. Annual Dinner held with the Lecture Hall at capacity seating for a presentation by Dale Leeds on elephant conservation. Kathy and Kristi attended AZA Directors Policy Conference. Kathy announced her retirement this spring and is working with HR on transition plan for Director's position. All divisions are working on annual reports and fixed asset listings under \$5000.

EDUCATION DIVISION

The education division gave 181 formal programs to 4968 people, reached an additional 3 people through informal programming, and 350 people in 15 classes learned from a discovery box check-out. The annual volunteer recruitment coffee was well attended and weekly training started with 14 individuals. The second of two winter break camps was well attended, and January tours this year surpassed last January by 45 additional programs and 840 additional people. This included numerous Kansas Day programs. The 2005 high of 50 for Distance Learning programs presented in one month was surpassed this year with 55 programs given. One staff member is on maternity leave, and the new education aide started.

MAINTENANCE DIVISION

The crew sorted the refuse pile at shop and hauled numerous loads in for recycling and disposal. The otter filtration system was repaired and is again operational, including sand replacement in the sand filter. Built two new bird hot boxes for aviary and mounted a kookaburra nest box. The fox secondary containment entrance was completed, and two more are underway at pheasants. Replaced wooding loading dock steps at commissary with concrete. Mounted bronze plaques on new pergolas. Crew attended a class on hand tool safety. The tree grove/adopt sign is being rebuilt. New gates were installed at the camel service area. Worked on numerous lighting issues, and training staff on lock repair and key cutting. Trained a keeper on operating the Bobcat skid steer loader. Assisted with rhino care. Completed new fence over drainage culvert near giraffe barn. Assisted keepers with small repairs and organizational equipment in Cat Canyon, and worked on several door issues in Takin, Pampas, and lion barns.

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions

(Published in The Garden City Telegram on the _____ day of _____, 2014)

RESOLUTION NO. _____

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

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

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

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

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

1505 Fulton Street –Red & Gold Striped Couches on property

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 18th day of February, 2014.

Dan Fankhauser, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK



RESOLUTION NO. _____

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

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

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

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

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

- 1912 C Street – Inoperable and/or unregistered-Red Ford Pickup*
- 509 N. 13TH Street- Inoperable and/or unregistered-Red Ford T-Bird*
- 1712 Kello Street- Inoperable and/or unregistered-Dark Cherokee SUV*
- 1505 W. Fulton Street – Inoperable and/or unregistered-Tan Chevy Caprice Sedan , White Oldsmobile Silhouette Mini-Van, White Cadillac Sedan deVille, Light Blue Cadillac Sedan*

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

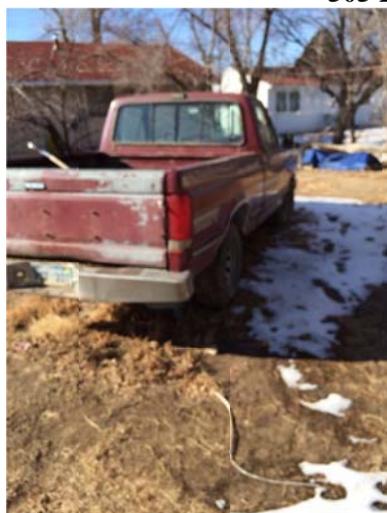
PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 18th day of February, 2014.

Dan Fankhauser, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

505 BANCROFT



509 N. 13th STREET



1712 KELLO STREET



1505 W. FULTON STREET



(Published in The Garden City Telegram on the _____ day of _____, 2014)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF TREE NUISANCE FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 94-64 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

WHEREAS, the Governing Body of the City of Garden City has declared it unlawful for any person to maintain dead and/or diseased trees on private property within the City of Garden City, and

WHEREAS, the resident and/or owners of the private property at the address listed herein have been notified pursuant to Section 94-3 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

SECTION 1. Ten (10) days after passage of this Resolution, and after notification of person in violation by one of the methods prescribed in Section 94-64, the Public Officer is hereby authorized to abate the following nuisance conditions:

403 Evans Street- Dead and/or Diseased Tree(s) on property

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 18th day of February, 2014.

Dan Fankhauser, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK





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

MEMORANDUM

TO: Governing Body

THRU: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: February 11, 2014

RE: United Wireless Communications Franchise Request

ISSUE:

United Wireless Communications is requesting a Franchise Agreement (which will also include a pole attachment agreement) to operate its telecommunications system, and use the public right-of-way to install facilities within the City boundaries.

BACKGROUND:

United Wireless currently has existing communications equipment installed on some of the City water towers within the City, and they also have their own communication towers located within the City. United Wireless would now like to start the process of installing communication cables, underground, within the City right-of-way to connect and expand their existing infrastructure.

ALTERNATIVES:

Approve the franchise agreement request.
Do not approve the franchise agreement request.

RECOMMENDATION:

Recommendation is to approve franchise agreement request

FISCAL NOTE:

There will be no financial impacts to the City of Garden City

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
620.276.1160
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ORDINANCE NO. _____

AN ORDINANCE GRANTING TO UNITED WIRELESS COMMUNICATIONS, INC., ITS SUCCESSORS AND ASSIGNS, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF GARDEN CITY, KANSAS; ALL PURSUANT TO K.S.A. 12-2001 ET SEQ. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS:

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number.

a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.

b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.

c. "Access line fee" - means a fee in an amount determined by the City, up to a maximum as set out in K.S.A. 12-2001 and amendments thereto, to be used by Grantee in calculating the amount of access line remittance.

d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the access line fee, as determined by the City, by the number of access lines served by Grantee within the City for each month in that calendar quarter.

e. "City" - means the City of Garden City, Kansas.

f. "Communications System" or "System" means the cables, wires, lines, optic fiber, and any associated converters, equipment, or other facilities designed, constructed or occupied by Grantee or others for the purpose of producing, receiving, amplifying or distributing communications service to or from locations within the City.

g. "Contract franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide telecommunications services within the City.

h. "Facilities" means any portion of a system located in, along, over, upon, under, or through the right-of-way.

i. "Grantee" - means United Wireless Communications, Inc., an Eligible Telecommunications Carrier (ETC) providing communications service within the City. References to Grantee shall also include as appropriate any and all successors and assigns.

j. "Gross receipts" - shall mean only those receipts collected from within the corporate boundaries of the City and which are derived from the following: (1) recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) local directory assistance revenue; (4) line status verification/busy interrupt revenue; (5) local operator assistance revenue; (6) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (7) revenue received by Grantee from resellers or others which use Grantee's facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included with the definition of gross receipts, such services shall be included from the date of the offering of such services within the City.

k. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the Kansas Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.

l. "Right-of-way" means the surface and space on, above and below every municipal street, alley, road, highway, lane or City right-of-way dedicated or commonly used now or hereafter for utility purposes, including but not limited to overhead lighting facilities, and including utility easements wherein the City now or hereafter acquires the right and authority to locate or permit the location of utilities consistent with communications facilities. This term shall not include any county, state, or federal right-of-way or any property owned or controlled by any person or agency other than the City, except as provided by applicable laws or pursuant to an agreement between the City and any such person or agency. Right-of-way shall not include property owned or held by City and not typically considered right-of-way such as City parks and City buildings.

m. "Telecommunication services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

a. There is hereby granted to Grantee this nonexclusive contract franchise to construct, maintain, extend and operate its facilities along, across, upon or under any public right-of-way for the purpose of supplying telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this contract franchise, subject to the terms and conditions of this contract franchise.

b. The grant of this contract franchise by the City shall not convey title, equitable or legal, in the public right-of-way, and shall give only the right to occupy the public right-of-way, for the purposes and for the period stated in this contract franchise. This contract franchise does not:

(1) Grant the right to use facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;

(2) Grant the authority to construct, maintain or operate any facility or related appurtenance on property owned by the City outside of the public right-of-way, specifically including, but not limited to, parkland property, any City building or structures, or public works facility property; or

(3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its facilities on the facilities owned or controlled by the City or a third-party.

c. As a condition of this contract franchise ordinance, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by an appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) or the Kansas Corporation Commission (KCC). Grantee shall provide City with copies of required permits. Grantee shall also comply with all applicable laws, statutes and/or ordinances.

d. This authority to occupy the public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this contract franchise, Grantee shall have the right to construct, maintain and operate its facilities along, across, upon and under the public right-of-way. Such facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

b. Grantee's use of the public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the public right-of-way, including, but not limited to the City's ordinance for communications services regulating the use and occupancy of the public right-of-way and amendments thereto, as may be amended from time to time.

c. Upon the request of City, and no more than once every twelve (12) months, Grantee shall provide City, in an electronic format mutually agreeable to both parties, maps identifying the location of Grantee's facilities.

d. City and Grantee will enter into a utility pole attachment agreement to cover issues specific to utility pole use by Grantee.

e. Grantee shall participate in the Kansas One Call utility location program.

SECTION 4. COMPENSATION TO THE CITY.

Compensation made pursuant to this contract franchise ordinance shall be paid on a quarterly basis without invoice or reminder from the City and paid not later than forty-five (45) days after the end of the remittal period. Said compensation shall be a sum equal to a five percent (5%) fee per access line, pursuant to K.S.A. 12-2001(j) and amendments thereto, for local exchange service, and a five percent (5%) fee on the gross receipts of any dark fiber maintenance fees rendered wholly within the City. Any increased access line fee shall be in compliance with the public notification procedures set forth in K.S.A. 12-2001.

SECTION 5. RECORD REVIEW.

The City shall have the right to examine, upon written notice to Grantee, no more than once per calendar year, those records necessary to verify the correctness of the compensation paid pursuant to this contract franchise ordinance.

SECTION 6. RESOLD SERVICES.

Grantee shall collect and remit compensation as described in Section 4 on those access lines that have been resold to another telecommunications local exchange service provider.

SECTION 7. INDEMNITY AND HOLD HARMLESS.

a. It shall be the responsibility of Grantee to take adequate measures to protect and defend its facilities in the public right-of-way from harm or damage. If Grantee fails to accurately or timely locate facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their gross negligence. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's facilities.

b. Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining facilities in the public right-of-way.

c. Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the public right-of-way.

SECTION 8. INSURANCE REQUIREMENT AND PERFORMANCE BOND.

a. During the term of this contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:

(1) Workers' compensation as provided for pursuant to the laws of the state of Kansas with an employers' liability limit equal to the amount required by law.

(2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with an aggregate limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. Upon request, the City shall be included as an additional insured with respect to liability arising from Grantee's operations under this contract franchise.

b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City with a non-revocable Letter of Credit that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.

SECTION 9. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this contract franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this contract franchise, the City shall abide by the requirements of K.S.A. 12-2001 which requires reasonable notice and an opportunity for a public hearing before the City governing body before a contract franchise ordinance may be revoked.

SECTION 10. RESERVATION OF RIGHTS.

a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.

b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its home rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

d. In entering into this contract franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the contract franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

SECTION 11. FAILURE TO ENFORCE.

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this contract franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

SECTION 12. TERM AND TERMINATION DATE.

a. This contract franchise shall be effective for a term of five (5) years from the effective date of this contract franchise ordinance. Thereafter, this contract franchise will renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate or renegotiate the contract franchise at least one hundred eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this contract franchise and not as a new franchise or amendment.

b. Upon written request of either the City or Grantee, this contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the contract franchise granted to Grantee or the compensation to be received by the City hereunder.

c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire contract franchise. In the event of such invalidity, if Grantee is required by law to enter into a contract franchise with the City, the parties agree to act in good faith in promptly negotiating a new contract franchise.

d. Amendments under this section, if any, shall be made by contract franchise ordinance as prescribed by statute. This contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.

e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this contract franchise upon the termination date of this contract franchise, the parties by written mutual agreement may extend the termination date of

this contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this contract franchise and not as a new contract franchise ordinance or amendment.

f. Pursuant to K.S.A.12-2001 under no circumstances shall this contract franchise ordinance exceed twenty (20) years from the effective date of the contract franchise ordinance.

SECTION 13. POINT OF CONTACT AND NOTICES

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Manager and/or the Director of Public Utilities. All other notices between the parties shall be in writing and shall be made by personal delivery or by depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this section shall mean Monday through Friday, City observed holidays excepted.

City:
Matthew C. Allen
City Manager
301 North Eighth
P. O. Box 998
Garden City, KS 67846
(620) 276-1160
matt.allen@gardencityks.us

Grantee:
Craig Mock, GM
1107 McArtor Rd.
Dodge City, KS 67801
(620) 227-8641
craigm@ucom.net

or to replacement addresses that may be later designated in writing.

SECTION 14. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 *et seq* and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this contract franchise.

SECTION 15. COMPETITIVE NEUTRALITY.

The City agrees that under K.S.A.12-2001, and other state and federal laws, this contract franchise ordinance must be competitively neutral and may not be unreasonable or discriminatory to any telecommunications local exchange operating in the City. In entering into this contract franchise ordinance, the City specifically recognizes it must ensure all other telecommunications local exchange services providers operating in the City are subject to a substantially similar contract franchise ordinance within a timely manner not to exceed one hundred and eighty (180) days from either the time this contract franchise ordinance becomes effective, or from the date a telecommunications local change service provider begins to offer local exchange service in the City. It is the City's sole responsibility to identify the telecommunications local exchange service providers operating in City, and utilize all available

legal means, if necessary, to ensure all such telecommunications local exchange service providers are subject to a substantially similar contract franchise ordinance.

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this contract franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire contract franchise invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the contract franchise.

SECTION 17. FORCE MAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

SECTION 18. CONTROLLING LAW.

The contract franchise granted herein, and this ordinance, are subject to the laws of the State of Kansas.

SECTION 19. This ordinance shall take effect and be in force from and after its approval, and publication in the official City newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the ____ day of _____, 2014.

DAN FANKHAUSER, Mayor

ATTEST:

CELYN N. HURTADO
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL
City Attorney

POLE ATTACHMENT AGREEMENT

THIS AGREEMENT made this ___ day of _____ 2014, by and between the City of Garden City of the City of Garden City, Kansas, hereinafter called “OWNER”, party of the first part, and United Wireless Communications, Inc. hereinafter called “LICENSEE”, party of the second part.

WITNESSETH:

WHEREAS, Licensee was granted a franchise agreement with the City of Garden City to construct, operate, and maintain, a telecommunications system in the City of Garden City and in the course of its operations will need to erect and maintain aerial cables, wire, and associated appurtenances throughout the area to be served, and desires to attach such cables, wires and appurtenances to poles of Owner, located in the City of Garden City ; and

WHEREAS, Owner is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appurtenances to its solely owned poles, where, in its judgment, such use will not interfere with its own service requirements, including considerations of economy, safety, and aesthetic considerations;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

**ARTICLE I
SCOPE OF AGREEMENT**

(a) The Owner reserves the right to non-discriminately exclude Licensee from joint poles which, if involved in joint use, would in the Owner’s reasonable judgment impair the proper rendering of its utility service, now or in the future, or otherwise, or in Owner’s judgment would be unsuitable to use by Licensee. The Owner also shall have the right to provide pole facilities on alternate routes.

(b) No use, however extended, of Owner’s poles, under this Agreement, shall create or vest in Licensee any ownership or property rights in said poles, but Licensee’s rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Owner to maintain any of said poles for a period longer than is demanded by its own service requirements.

(c) Nothing in this Agreement gives the Licensee exclusive rights to poles throughout the entire area served, as the Owner reserves the right to make agreements with other Licensees having governmental authorization to occupy streets and alleys.

(d) Licensee shall, at its own expense, make and maintain said attachments in safe condition and thorough repair, and in a manner suitable to Owner and so as not to conflict with

the use of said poles by Owner, or by other utility companies using said poles, or interfere with the use of other facilities thereon or which may from time to time be placed thereon, Licensee shall at all times, at its own expense, upon notice from Owner, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Owner, provided, however, that whenever the Licensee after commercially reasonable notice by Owner does not have available, or fails to dispatch, the necessary work force or materials to perform any work necessary to maintain said attachments in safe condition the Owner shall have the right to perform such work, and in which event the Licensee shall, on demand, reimburse Owner for its actual, expense thereby incurred, and such expense shall be the total cost to the Owner including labor and reasonable incidental material, supervision and. general overhead, and any other incidental charges.

ARTICLE II SPECIFICATIONS

Licensee's cables, wires and appurtenances, in each and every location including all facilities, shall be erected and maintained in accordance with the requirements and specifications of the current National Electrical Safety Code (NESC), or any amendments or revisions of said Code of practices and in compliance with any rules or orders now in effect or as may hereafter be issued by the Kansas Corporation Commission or other authority having jurisdiction. Drawings which contain construction data, specifications, standards of typical installation, methods of attachments, grounding procedures and other appropriate information shall be provide upon request of Owner. All attachments of the Licensee shall be placed within the space and at the location designated by the Owner provided, however, that neither this requirement nor any other contained in this Agreement shall relieve Licensee of its sole responsibility and obligation to maintain its facilities in a manner which will insure that proper ground clearances are in existence at all times. Owner shall specify the type of construction required under any other conditions or circumstances. All distribution cable and drops used by Licensee in its outside distribution system shall be of a type that will meet Federal Communications Commission requirements regarding radiation and must not cause radiation or electrical interference in or to Owner's facilities.

ARTICLE III ESTABLISHING JOINT USE OF POLES

Licensee, prior to making an attachment to any pole of Owner, shall make application therefore, in the form as set forth as Exhibit B, and shall have received a permit therefore in the form of Exhibit C, hereto attached, provided, however, any permits issued by Owner and still valid pursuant to earlier contracts shall be deemed issued and valid under this Agreement. Upon receiving such permit, Licensee may make the attachment thereby covered, subject to the terms and conditions of this Agreement. The Owner reserves the right to refuse to grant any such application when Owner, in its reasonable discretion, determines that the granting of such application will adversely affect its own facilities, joint users, or other licensees in providing their respective services and their ability to meet their duties and obligations with respect thereto,

including considerations of economy, safety and the future needs of Owner, joint users, and other licensees. In no instance shall any license granted by this Agreement extend to any of Owner's poles where the attachment of Licensee's facilities to such poles would result in a forfeiture of the rights of Owner or joint users to occupy the real property or utility easement on which such pole or poles are located; and if any attachment by Licensee results in a forfeiture of the rights of Owner or joint users, or both, to occupy such real property or casement, the Licensee agrees to pay Owner or joint users, or both, all losses, damages, and costs incurred as a result thereof. The Licensee shall pay Owner for reviewing and approving the application. This will come in the form of an Application Fee as set forth in Exhibit A. Attachment of only a service drop wire shall not require an Application Fee. Owner may waive increase, or reduce Application Fee at its discretion. If Licensee attaches to Owner's pole prior to receiving Exhibit C, an Unauthorized Attachment Fee as set forth in Exhibit A per event will be assessed to the Licensee if the Unauthorized Attachment is not remedied through proper application of the attachment within 10 days of notice to Licensee. This will not relieve Licensee from providing Exhibit B and receiving Exhibit C.

ARTICLE IV ALTERATIONS FOR JOINT USE

(a) In the event that any pole or poles of Owner to which Licensee desires to make attachments is inadequate to support the additional facilities in accordance with the aforesaid specifications, Owner will indicate by appropriate sketches and estimates of costs of the changes necessary to provide adequate poles and return it to Licensee, and if Licensee still desires to make the attachment and returns the appropriate Exhibit marked so to indicate, Owner will replace such inadequate poles with suitable poles and Licensee will, on demand, reimburse Owner for the total cost of the replacing pole, plus the cost of removal of the old pole, plus the cost of transferring Owner's facilities from the old to the new pole, plus all engineering and administrative expenses. In the event the Owner elects to replace pole with a pole of a height and size over and above that made necessary by Licensee's added requirement, full credit for such added cost will be allowed Licensee. Licensee shall reimburse the Owner for the full cost of each pole set for the sole use of Licensee. Where Licensee's desired attachments can be accommodated on present poles of Owner by rearranging Owner's facilities thereon, Licensee will compensate Owner for the full and actual expense incurred in completing such rearrangements. Licensee will also on demand from Owner pay to Owner the amount necessary to the extent consistent with applicable law, to reimburse the Owner or the owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities on existing or substituted poles. Any strengthening of poles (guying) required to accommodate the attachments of Licensee shall be provided by and at the expense of Licensee. If the owner determines the Licensee's repetitive use of a pole causes this particular pole to become severely damaged, Licensee shall pay for pole replacement.

(b) Licensee shall, at Licensee's expense, make and maintain said attachments in safe condition and in thorough repair and in a manner suitable to Owner so as will not conflict with the use of said poles by Owner, or by other authorized users of said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon. Licensee shall at all times, at Licensee's expense, upon reasonable notice from Owner, relocate, replace or

renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Owner, provided, however (i) if the relocation, replacement or modification of Licensee's attachments and facilities are required in order to facilitate the new or additional attachments of a third party, then Licensee shall be entitled to reimbursement of its cost and expenses from such third party; and (ii) in cases of emergency, Owner may, without incurring any liability because of such action, relocate, replace, renew or remove Licensee's facilities, transfer them to substituted poles, or perform any other work in connection with Licensee's facilities that may be reasonably required under such emergency circumstances in the maintenance, replacement, removal, or relocation of Owner's poles, or the facilities thereon or which may be placed thereon, or which may be required for the service needs of Owner and joint users; and Licensee shall, on demand, reimburse Owner for the reasonable expenses thereby incurred. The determination as to whether an emergency exists shall be made solely by Owner, and Licensee shall be bound by such determination. If Owner takes any action with respect to Licensee's facilities in an emergency situation, Owner shall give Licensee reasonable notice of such actions as soon as practicable under the circumstances.

(c) In the event that any cable, wire or appurtenance is abandoned by Licensee or is not in service for six (6) months, Licensee shall remove the same at Licensee's expense. If Owner removes or hires a contractor to remove such abandoned or non-used cable, wire or appurtenance, Licensee shall be liable to Owner for Owner's then-current rate for all such work or contracted expense.

ARTICLE V TERMINATION OF JOINT USE OF POLES

Upon notice from Owner to Licensee that the use of any pole or poles is forbidden by law or legally objectionable to any public authority or property owners, the permit covering the use of such pole or poles shall immediately terminate, and the cables, wires and appliances of Licensee shall be removed at once from the affected pole or poles. Licensee agrees to reimburse Owner for the total reasonable cost thereof including labor and incidental material, supervision and general overhead, and any other incidental charges, damage or loss sustained or occasioned by the requirement for removal of Licensee's equipment as provided for in this paragraph. However, Licensee's rights and permits hereunder shall not terminate and Licensee shall not be required to remove its attachments if Licensee is diligently pursuing good faith efforts to contest such claims in appropriate judicial and/or administrative proceedings, provided that Licensee further agrees to protect, indemnify, and hold harmless Owner from any and all claims, demands, or causes of action, suits, or other proceedings of every kind and character resulting from the presence of Licensee's attachments on the poles of Owner.

Licensee may at any time remove its attachments from any pole or poles of Owner, but shall immediately give Owner notice of such removal by means of a Joint Use Termination as outlined in Exhibit D attached hereto.

Should Owner, at any time, require for its own service needs or the needs of another utility with whom it has a general Joint Use Agreement, the space occupied by Licensee's attachments on poles which have not been replaced at Licensee's expense as provided in Article

V, Owner shall give notice to Licensee and Licensee shall either vacate the space by removing its attachments or shall authorize the Owner to replace the poles at the expense of Licensee, in the same manner as is provided in Article IV, when poles are replaced to accommodate Licensee's initial attachments.

ARTICLE VI RENTAL CHARGES

In addition any other costs, expenses, or charges that may be incurred by or enforced against, Licensee under this Agreement, Licensee shall pay to Owner, for attachments made to poles under this Agreement, an initial a Pole Attachment Rental Fee as defined in Exhibit A. Annual rental payments shall be based upon the number of poles on which attachments of Licensee are being maintained as counted on or about the first day of July of the current year. In case of attachments made after July 1 of each calendar year, an attachment fee will be the pro rata portion of the annual pole rental fee for each pole for the remaining period of the calendar year. No rental charge shall be due for attachment of service drop wires.

ARTICLE VII INSPECTIONS OF LICENSEE'S INSTALLATIONS

Owner, because of the importance of Owner's service, reserves the right to inspect each new installation of Licensee on Owner's poles or in the vicinity of Owner's lines or appurtenances and to make periodic inspections, as condition may warrant, of the entire plant of Licensee; and Licensee shall, on demand, reimburse owner for the reasonable actual expense of its inspection of Licensee's new installations under this Article. Such inspections, made or not, shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

ARTICLE VIII DEFAULTS

(a) If Licensee shall fail to comply with any of the material provisions of this Agreement including the specifications hereinbefore referred to, or default in any of its material obligations under this Agreement, and shall fail within thirty (30) days after written notice from Owner to correct such default or noncompliance, Owner may, at its option forthwith terminate this Agreement or any Joint Use Permit covering the poles as so which such default or noncompliance shall have occurred. In case of such termination, final rental payment shall be made on a pro rata basis for that part of the calendar year.

(b) Should Licensee, for any reason, cease to furnish the distribution service of data received directly from the air which this Agreement is designed to facilitate, then and in that event this Agreement shall automatically terminate, and Licensee shall immediately remove its cables, wire and appliances from all poles of the Owner and if not so removed, Owner shall have the right to remove them at the cost and expense of Licensee.

ARTICLE IX
LIABILITY AND DAMAGE

(a) Owner reserves to itself, its successors and assigns, the right to maintain its, poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Owner shall not be liable to Licensee for any interruption to service of Licensee, for any interference with the operation of the cables, wires and appurtenances of Licensee, which may arise in any manner out of the use of Owner's poles hereunder, except for interruptions and interference to Licensee's operations caused by the negligent, reckless or willful misconduct of Owner and/or its agents.

(b) Licensee shall exercise special precautions to avoid damage to facilities of Owner or of authorized users of said poles; and Licensee hereby assumes all responsibility for any and all damage to facilities of said Owner or authorized users rising out of or caused by the conduct or property of Licensee, whether from the Licensee's negligence or otherwise. Licensee shall make an immediate report to the particular owner of the facilities affected of the occurrence of any damage and hereby agrees to reimburse such owner for the expense incurred in making the necessary repairs and replacement.

(c) Except for liabilities caused by the negligent, reckless or willful misconduct of Owner and/or its agents, Licensee shall indemnify, protect, defend and save harmless Owner from and against any and all claims and demands for damages to property and injury or death to persons, including payments made under any Workmen's Compensation Law or under any plan for employee disability and death benefits, which may arise out of or be caused by the erection, maintenance; presence, use or removal of Licensee's attachments or by the proximity of the respective cables, wire and appurtenances of the Owner, the Licensee, and other authorized users, or by an act of Licensee in or near the City of Garden City . Licensee shall carry insurance to protect the Owner from and against any and all claims, demands actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. At a minimum, the Licensee shall procure and maintain for the duration of this agreement the following types and limits of insurance; **1) Commercial General Liability** written on a ISO Occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal/advertising injury and contractual liability. Limits of insurance no less than \$1,000,000 each occurrence, \$2,000,000 aggregate. **2) Commercial Auto Liability** for all owned non-owned, hired automobiles and mobile equipment subject to compulsory auto liability requirements with limits of insurance no less than \$1,000,000 combined single limit. **3) Workers Compensation/Employers Liability** covering all employees and with limits and coverage that meet or exceed statutory requirements. All insurance required shall remain in full force and effect for the entire term of this agreement, and the company issues such insurance shall be approved by the Owner, which approval will not be unreasonably denied.

Licensee shall submit to Owner certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this Agreement and that it

will not cancel or change any policy of insurance issued to Licensee except after 30 days' written notice to Owner. The insurance policies above referred to shall be so endorsed to designate Owner and any other prior occupant as additional insured in and under said policies.

**ARTICLE X
EXISTING RIGHTS OF OTHER PARTIES**

Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Owner, by contract or otherwise, to others not parties to this Agreement, to use any poles covered by this Agreement; and Owner shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such contracts and arrangements, and protected by the same Liability and Damage that of the Owner.

**ARTICLE XI
ASSIGNMENT OF RIGHTS**

(a) Licensee shall not assign or otherwise transfer, in whole or in part, the privileges hereby granted without the prior consent in writing of Owner; provided, however, that consent shall not be unreasonably withheld and Licensee may assign its right hereunder to an affiliate of Licensee without Owner's consent.

(b) Subject to the provisions of paragraph (a) hereof, this Agreement shall extend to and bind the successors and bind the successors and assigns of the parties hereto.

**ARTICLE XII
WAIVER OF TERMS AND CONDITIONS**

Failure of Owner to enforce or insist upon compliance with any of the term or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

**ARTICLE XIII
REVIEW OF TERMS AND CONDITIONS**

(a) At the expiration of one year from the date of this Agreement and each year thereafter on the anniversary date of this Agreement, the entire Agreement or any part thereof is subject to review at any time at the written request of either party.

(b) Amendments to this Agreement, which may appear advisable to the parties hereto, shall be effected by supplemental Agreements in writing, which upon execution of the

City Manager of the City of Garden City for Owner, and an authorized corporate officer for Licensee, shall thereupon become part of this Agreement.

**ARTICLE XIV
BILLS AND PAYMENT FOR WORK**

Bills for inspections, expenses and other charges under this Agreement other than rentals shall be payable within 30 days after mailing. At Owner's option, bills for any work under this Agreement may be submitted at intervals of 30 days on Owner's estimates of work completed. Nonpayment of bills shall constitute a default of this Agreement, provided that where a bill, is in dispute nonpayment of the disputed portion pending determination of the proper amount shall not constitute a default.

**ARTICLE XV
BONDS TO GUARANTEE PAYMENT OF BILL**

Licensee shall furnish surety bond or an equivalent financial security instrument as approved by the Owner in an amount of _____ (\$_____) Dollars to guarantee the payment of all sums which may at any time become due from Licensee to Owner under this Agreement, except such as are covered by the insurance provided under Article X hereof and without in any way limiting the scope of the foregoing statement, including rentals, inspections or work performed for the benefit of Licensee under this Agreement and the removal of attachments upon termination of this Agreement by any of its provisions. The surety and terms of any surety bond are subject to the prior approval of the Owner, which approval will not be unreasonably withheld.

**ARTICLE XVI
TERM OF AGREEMENT**

This Agreement shall become effective on _____, 2014, and with automatic one year renewals if not terminated in accordance with the provisions of Article IX, and subject to terms and conditions of Article XIV; Either party may terminate the Agreement by giving the other party at least six (6) months prior written notice. Upon termination of the Agreement in accordance with any of its terms, Licensee shall immediately remove its cables, wires and appurtenances from all poles of Owner. If not so removed, Owner shall have the right to remove them at the reasonable cost and expense of Licensee and without any liability therefor.

EXECUTION AND AGREEMENT

IN WITNESS whereof, said parties have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

United Wireless Communications, Inc.

By: _____

Craig Mock, General Manager

ATTEST:

Jenifer Pachner, Controller

CITY OF GARDEN CITY, KANSAS

By: _____

ATTEST:

**EXHIBIT A
FEES**

- Pole Attachment Annual Fee: \$7.50
- Application Fee: \$7.50
- Unauthorized Attachment Event Fee: \$50.00

**EXHIBIT B
APPLICATION**

Date: _____

Permit No.: _____

Number of poles covered by this permit: _____

CITY OF GARDEN CITY
PO Box 998
Garden City, KS 67846

Attention: Mr. Cliff Sonnenberg

In accordance with the terms and conditions of the Agreement dated _____, 2014 between our respective companies covering pole attachments in the City of Garden City and vicinity, application is hereby made for permission to make attachments of undersigned Licensee's equipment to the following poles:

By: _____

Title: _____

**EXHIBIT C
PERMIT**

Permission is hereby granted to make the attachments described in the above application, subject to all terms and conditions referred to or set forth above and in said Agreement dated _____, 2014, and further subject to acceptance by Licensee of the obligation to pay the cost (the estimated cost of which is shown below). If any, of the following changes in the plant involved to accommodate the above specified attachments:

CITY OF GARDEN CITY

By: _____

Title: _____

Date: _____

Estimated Cost \$ _____

Above estimated cost, if any accepted:

By: _____

Title: _____

Date: _____

STATUS OF POLE ATTACHMENTS

Poles in use prior to this permit (number): _____

Poles address by this permit (number): _____

New total number of poles in use: _____

**EXHIBIT D
NOTICE OF REMOVAL**

Date: _____

Removal Notice No.: _____

Number of poles covered by this notice: _____

CITY OF GARDEN CITY
PO Box 998
Garden City, KS 67846

Attention: Mr. Cliff Sonnenberg

In accordance with the terms and conditions of the Agreement dated _____, 2014, between our respective companies covering pole attachments in the City of Garden City, notice is hereby given of removal of attachments of undersigned Licensee's equipment from the following poles:

By: _____

Title: _____

Notice Acknowledged

CITY OF GARDEN CITY

By: _____

Title: _____

STATUS OF POLE ATTACHMENTS

Poles in use prior to this notice: _____

Poles discontinued by this notice: _____

New total number of poles in use: _____



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

MEMORANDUM

TO: Governing Body

THRU: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: February 10, 2014

RE: Renewable Energy / Net Metering Standards

ISSUE:

The purpose is to establish standards for eligible customers ("Customer-generator") to interconnect and operate Customer-owned Renewable Energy Generation Facilities in parallel with the City of Garden City ("City") Electric Distribution System.

BACKGROUND:

Currently there are no standards in place that address the situation when a Garden City electric customer would like to install a form of renewable energy generation on their property to possibly off set their energy expenses from the City. State Statutes require that this type of standard be developed by all electric providers in the state of Kansas. The proposed customer owned, renewable generation interconnect standards will allow Garden City to meet the state requirement, and provide sufficient information to customers and contractors who may choose to investigate the installation of a renewable energy resource.

Frequently asked questions.

What is "Customer generator"? It is a renewable energy source that is located on private property and is interconnected to the Garden City electrical distribution system that is intended to offset part, or all of the customer's electrical energy requirements.

How much can a "Customer generator" generate? A residential customer account cannot have renewable energy equipment that exceeds 25kW, and a commercial customer account cannot have renewable energy equipment that exceeds 200kW.

Is it available to everyone? Yes, however, it is available on a first-come, first-served basis until it equals 5% (capped at 5%) of the Garden City's total electric system peak.

How is the "Customer generator" compensated for the energy that they may produce? The City shall credit 150% of the City's annual average cost of energy to the "Customer generator" on an annual basis should the

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CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

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City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

“Customer generator” generate more energy over the previous 12 month period that what was supplied by the City. This does not include any base charges or demand charges as they will still apply.

Why is there a 150% credit for energy generated by the “Customer generator”? The primary intent of 150% vs 100% is to have it match existing legislation in a parallel generation standard, and to help provide a financial incentive to the “Customer generator” to install renewable generating facilities and assist in the recovery their capital investment sooner. It should be noted that there is currently legislation being proposed in Kansas to increase the credit amount from the current 100% to 150% in the coming years.

Who pays for the equipment necessary for a “Customer generator” to connect to Garden City’s electrical system? The “Customer generator” shall pay for all electrical equipment that is required for the safe generation connection (and disconnection) and flow of energy to be transmitted onto the Garden City electrical system. The City will pay all costs associated with the actual metering of such an installation.

ALTERNATIVES:

Approve the customer owned residential and commercial renewable energy generation facilities standards as presented.

Do not approve the customer owned residential and commercial renewable energy generation facilities standards as presented and offer alternatives.

RECOMMENDATION:

Recommendation is to approve the customer owned residential and commercial renewable energy generation facilities standards as presented.

FISCAL NOTE:

There will be no financial impacts to the electric utility by approving the standards.

CITY ADMINISTRATIVE
CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

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**Net Metering / Parallel Generation Rate Rider
for Customer-Owned
Renewable Energy Generation Facilities**

City of Garden City, Kansas

January 30, 2014

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OVERVIEW

1. PURPOSE:

The purpose of this document is to establish a Net Metering and Parallel Generation Rate Rider for eligible customers (“Customer-generator”) that interconnect and operate Customer-owned Renewable Energy Generation Facilities in parallel with the City of Garden City (“City”) Electric Distribution System.

2. ELIGIBILITY:

- a. Must be a Residential or Commercial electric customer with an eligible Customer-owned Renewable Energy Generation Facility as defined herein that is interconnected behind the meter (connected to the customer side of the electric meter or meters) and receives retail electric service through an electric meter or meters capable of recording the flow of electricity in each direction.
- b. Customer-generator’s utility account must be in good standing and in compliance with the City’s electric rate schedules, Electric Utility Rules and Regulations, and Interconnection Standards for Installation and Parallel Operation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities.
- c. A Generation Facility that is not a Renewable Energy Generation Facility as defined herein or such facility has a rated capacity/output greater than 25 kW_{AC} for Residential Customer-generators and 200 kW_{AC} for Commercial Customer-generators is subject to separate negotiation with the City and is not eligible for the Net Metering/Parallel Generation Rate Rider.
- d. For purposes of this Net Metering/Parallel Generation Rate Rider, an eligible Generation Facility must:
 - (1) be powered by a Renewable Energy Resource as defined in Kansas Statutes Annotated 66-1257 and amendments thereto;
 - (2) be located on a premises owned, operated, leased, or otherwise controlled by the Customer-generator,
 - (3) be interconnected with and operate in parallel phase and synchronization with the Electric Distribution System;
 - (4) comply with the City’s Interconnection Standards for Installation and Parallel Operation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities;
 - (5) be intended primarily to offset part or all of the Customer’s own electrical energy requirements;
 - (6) contain a mechanism approved by the City that automatically disconnects the Generation Facility and interrupts the flow of electricity back onto the Electric Distribution System in the event that electric service to the Customer-generator is interrupted.

(7) be owned or controlled by the Customer-generator. To the extent that the Customer-generator controls the Generation Facility and meets the requirements and accepts all of the obligations of the City's Interconnection Standards, the Customer-generator is not required to own the Generation Facilities.

(8) serve only the Customer-generator's premises

(9) meet all of the following generating capacity limitations:

a. for Residential Customer-generators, 25 kW_{AC} or less

b. for Commercial Customer-generators, 200 kW_{AC} or less

c. be appropriately sized to the Customer-generator's electric load as determined herein

d. total Customer-owned generating capacity under the Net Metering/Parallel Generation Rate Rider shall not exceed five percent (5%) of the previous calendar year City electric system peak demand. No Generation Facility shall be interconnected that would cause total Customer-owned Generating Facility capacity under the Net Metering/Parallel Generation Rate Rider to exceed five percent (5%) of the previous calendar year electric system peak demand.

3. AVAILABILITY

Service under this Renewable Energy Net Metering/Parallel Generation Rate Rider is available to City of Garden City electric customers in good standing with a Customer-owned Renewable Energy

Generation Facility as defined in the City Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities. Customer-generators served under this Rate Rider must also receive service under the standard service electric rate schedule that would apply if the Customer-generator did not have an interconnected Generation Facility. The service is available to Customer-generators on a first-come, first-served basis until the total rated generating capability of all interconnected Generation Facilities served under the Rate Rider equals five percent (5%) of the electric system peak demand for the previous calendar year. Upon reaching this limit, no additional service shall be available under the Rate Rider. The Rate Rider shall not be available for any electric service schedule allowing for resale.

4. APPLICABILITY

The Rate Rider is applicable to eligible Customer-generators with a City-approved Interconnection Agreement. The Rate Rider is not applicable where the nameplate AC capacity of the Generation Facility exceeds 25 kW for Residential Customer-generators or 200 kW for Commercial Customer-generators. Generation Facilities must be appropriately sized to the Customer-generator's electrical load as determined herein.

5. CHARACTER OF SERVICE

The electric service shall be 60 cycles per second (60 Hertz) alternating current (AC) at supply voltages and number of phases under the Residential or Commercial electric rate schedule that would apply if the Customer-generator did not have an interconnected Generation Facility.

6. METERING

Metering shall be accomplished by use of City approved electric meter or meters capable of registering the flow of electricity in each direction. Specific metering shall be at the City's discretion. If the existing electric meter(s) installed at the Customer-generator's premises is not capable of measuring the bidirectional flow of electricity, the City, upon written request of the Customer-generator, shall install an appropriate meter or meters with such capability. For purposes of monitoring Customer-generator generation and load, the City may install, at its expense, load research metering. The Customer-generator shall supply, at no expense to the City, a suitable location for meters and associated equipment used for billing and for load research.

7. BILLING AND PAYMENT

The City shall render a bill for electric service at approximately 30-day intervals during its normal billing process. Billing by the City to the Customer-generator shall be in accordance with the applicable rate schedule. Net consumption is defined as the kWh supplied by the City to the Customer-generator minus kWh supplied by the Customer-generator to the Electric Distribution System during the billing period. Net consumption shall be valued as follows:

- a. To the extent that the Customer-generator's net energy consumption is positive (i.e. Customer-generator received more kWh from the City during the billing period than the Customer-generator provided to the Electric Distribution System), the Customer-generator will be billed in accordance with the City's standard rate schedule for Energy Charges (for the net energy consumption), and for all applicable Customer Charges, Demand Charges, other charges and/or any Minimum Charges that would otherwise be applicable to the Customer-generator under the standard rate schedule.
- b. To the extent that the Customer-generator's net energy consumption is negative (i.e. Customer-generator supplied more kWh to the Electric Distribution System during the billing period than the City supplied to the Customer-generator), the Customer-generator will pay all applicable Customer Charges, Demand Charges, other charges and/or any Minimum Charges that would otherwise be applicable to the Customer-generator under the standard rate schedule. For energy delivered by the Customer-generator to the Electric Distribution System, the City shall pay one hundred fifty percent (150%) of the City's average cost of energy as calculated by the City. At City's discretion, such amounts shall be credited to Customer-generator's account or paid at least annually. The City will not provide payment or credit for surplus energy that exceeds the Customer-generator's prior year energy consumption.
- c. To the extent that the Customer-generator's net energy consumption is zero (i.e. the Customer-generator supplied the same kWh to the Electric Distribution System during the billing period as was supplied by the City to the Customer-generator), the Customer-generator will be billed in accordance with the City's otherwise applicable standard rate

schedule for the eligible Customer-generator, including any applicable Customer Charges, Demand Charges, other charges and/or Minimum Charges.

8. APPROPRIATELY SIZED GENERATION FACILITY

The City may refuse interconnection of any Generation Facility that is not appropriately sized for Customer-generator's anticipated electric load or if connection of a proposed Generation Facility would cause total Customer-owned generation capacity to exceed 5% of the electric system's previous calendar year peak demand.

Customer-owned Generation Facilities shall be appropriately sized for Customer-generator's electric load as determined by the City. Such determination will include but not be limited to Customer-generator's:

- a. load profile;
- b. average and peak monthly demand; and
- c. monthly and annual energy consumption.

Generation Facility capacity shall not exceed 25 kW_{AC} for Residential Customer-generators and 200 kW_{AC} for Commercial Customer-generators.

Customer-generator's base load energy requirements will be determined by dividing the Customer-generator's monthly energy (kWh) consumption by the number of hours in the month during the lowest usage month of the previous twelve (12) months or by a study of customer energy consumption, whichever is less.

9. TERMS AND CONDITIONS

- a. The City will supply, own and maintain at its expense all necessary meters and associated equipment utilized for billing. Specific metering shall be at the City's discretion. In addition, and for purposes of monitoring Customer-generator's energy production and load, the City may install load research metering at its expense. The Customer-generator shall supply, at no expense to the City, a suitable location for meters and associated equipment used for billing and for load research. Such equipment shall be accessible at all times to City personnel.
- b. The City shall have the right to require the Customer-generator, at certain times and as electric operating conditions warrant, to limit the production of energy from the Generation Facility to an amount no greater than the load at the Customer-generator's premises.
- c. The Customer-generator shall furnish, install, operate and maintain in good order and repair without cost to the City such relays, locks and seals, breakers, automatic synchronizers, disconnecting devices, and other control and protective devices as shall be designated by the City as being required as suitable for the operation of the Generation

Facility in parallel with the Electric Distribution System.

- d. The Customer-generator shall install and maintain an external alternating current (AC) disconnect switch within six (6) feet of the City electric meter(s) that is visible and readily accessible to City representatives at all times. This switch shall be clearly labeled as “Generator AC Disconnect Switch.” This manual switch shall be capable of being locked in an open position and shall prevent the Generation Facility from supplying power to the Electric Distribution System while in the open position. This manual switch shall also serve as a means of isolation for the Generation Facility during Customer-generator maintenance activities, routine outages or emergencies. The City shall give notice to the Customer-generator before the manual switch is locked open or an isolating device used, if possible, and otherwise shall give notice as soon as practicable after locking open or isolating the Generation Facility.
- e. The Customer-generator shall reimburse the City for any equipment, facilities, protective equipment or upgrades required to accommodate interconnection of the Generation Facility with the Electric Distribution System. See the Interconnection Standards for Installation and Parallel Operation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities for additional information.
- f. The Customer-generator shall provide the City reasonable opportunity to inspect the Generation Facility prior to its interconnection and Commercial Operation Date and to witness initial testing and commissioning of the Generation Facility.
- g. Customer-generator shall operate the Generation Facility in such a manner as not to cause undue voltage fluctuations, power quality issues, intermittent load characteristics or to otherwise interfere with the operation of the Electric Distribution System. At all times when the Generation Facility is operated in parallel with the Electric Distribution System, Customer-generator shall operate said Generation Facility in such a manner that no disturbance will be produced thereby to the electric service rendered by the City to any of its other customers or to any electric system interconnected with the Electric Distribution System. Customer-generator understands and agrees that the interconnection and operation of the Generation Facility pursuant to these Interconnection Standards is secondary to, and shall not reduce the safety, quality, or reliability of electric service provided by the City.
- h. A Generation Facility shall not damage the Electric Distribution System or equipment or present an undue hazard to City personnel. The City shall not be liable directly or indirectly for permitting or continuing to allow the interconnection of a Generation Facility or for the acts or omissions of a Customer-generator that cause loss or injury, including death, to any third party. The Customer-generator agrees to hold the City harmless from injury or property damage incurred by any person and arising out of the ownership, operation, maintenance, or use of Generation Facility and to indemnify the City against all liability and expense related thereto.

- i. Prior to installing and interconnecting a Generation Facility, the Customer-generator shall enter into an Interconnection Agreement with the City setting forth the terms and conditions of Generation Facility interconnection and operation.
- j. Service under the Net Metering/Parallel Generation Rate Rider is subject to the City's Interconnection Standards and Interconnection Agreement and subsequent modifications thereto.
- k. The Interconnection Agreement between the City and Customer-generator must remain in effect and the Generation Facility must be in full compliance with the terms and conditions of the Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities.
- l. Charges and credits for service under this Rate Rider are exclusive of and in addition to charges for service rendered to the Customer-generator under any other applicable electric rate schedule.
- m. Service under this Rate Rider is subject to all applicable provisions of the Ordinances of the City of Garden City, Electric Utility Rules and Regulations, and Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities.
- n. Insurance coverage requirements are addressed in the Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities.
- o. Nothing in this Rate Rider shall abrogate a Customer-generator's obligation to comply with all applicable federal, state and local laws, codes or Ordinances.
- p. This Renewable Energy Net Metering/Parallel Generation Rate Rider is subject to the terms and conditions of the applicable electric rate schedule under which the Customer-generator receives service, the City of Garden City Ordinances, and Electric Utility Rules and Regulations. This Rate Rider is also subject to the applicable provisions of the Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities.

**RENEWABLE ENERGY NET METERING/PARALLEL GENERATION RATE RIDER
APPLICATION FOR SERVICE**

City of Garden City

Customer Name: _____

Service Address: _____

City: _____ State: _____ Zip: _____

Utility Account Number: _____

Contact Person: _____

Telephone Number: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

This application is for electric service under the City of Garden City (“City”) Renewable Energy Net Metering/Parallel Generation Rate Rider for the above Customer-generator. The Customer-owned Generation Facility is a Renewable Energy Generation Facility as defined in the City’s Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities.

The Generation Facility qualifies for the Net Metering/Parallel Generation Rate Rider as it meets the definitions and requirements of said Interconnection Standards. Total rated output of the Generation Facility under the Renewable Energy Net Metering/Parallel Generation Rate Rider, is ____ kW_{AC}. Customer-generator acknowledges that he/she has read the Rate Rider and agrees to all terms and conditions contained therein, including without limitation those specified in the Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Energy Generation Facilities. Specifically, the Customer-generator understands and agrees that an electric meter or meters capable of registering the flow of electricity in each direction must be in service at the Customer-generator’s premises. If a City-approved meter with this capability is not in service, Customer-generator must submit a written request to the City to acquire, install, maintain, and read an approved meter or meters.

Customer-generator acknowledges and agrees that operation of said Generation Facility is intended primarily to offset part or all of Customer-generator’s own electricity requirements, and that the Generation Facility is not sized to exceed the annual electric energy requirements of the Customer-generator’s premises. Customer-generator further acknowledges and agrees that the City will not provide credit for surplus energy generated by the Generation Facility under the Renewable Energy Net Metering/Parallel Generation Rate Rider that exceeds the Customer-generator’s prior year energy consumption.

Requested By:

Customer Name

Authorized Signature

Date

Approved By:

Name

City Signature

Date

Rejected:

Name

City Signature

Reason for Rejection

Date

ORDINANCE NO. _____-2014

AN ORDINANCE ESTABLISHING INTERCONNECTION AND INSTALLATION STANDARDS, METERING, AND A RATE RIDER FOR PARALLEL OPERATION OF CUSTOMER OWNED RESIDENTIAL AND COMMERCIAL RENEWABLE ENERGY GENERATION FACILITIES; CREATING NEW CODE SECTION 90-309; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

Section 1. That new Section 90-309 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

Section 90-309. Customer owned residential and commercial renewable energy generation facilities.

All policies, procedures, and regulations for interconnection and installation standards, metering, and a rate rider for parallel generation of customer owned residential and commercial renewable energy generation facilities shall be established and governed by policies, procedures, and regulations adopted by the governing body and maintained by the department of public utilities. The policies, procedures, and regulations established and maintained by the department of public utilities are incorporated by reference, and the same may be amended from time to time as deemed appropriate by the department of public utilities.

SECTION 2. That this ordinance be given full force and effect from and after its publication, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 4th day of February, 2014.

DAN FANKHAUSER, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL
City Counselor



To: City Commission
Date: February 12, 2014
From: Melinda Hitz, Finance Director
RE: Lease Purchase Financing

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:

Lease purchase financing for Golf Course equipment.

Discussion:

The Golf Course received bid quotes and accepted the low bid on February 4, 2014 from Masek Golf Cart for 50 carts. Financing was approved for a two year lease purchase. At this same meeting lease purchase interest quotes were approved with Commerce Bank/Clayton Holdings for police department equipment. Commerce Bank/Clayton Holdings will extend these interest rates and incorporate the golf carts into this lease purchase agreement. Action by the Governing Body would be to rescind Resolution No. 2569-2014 and approve a new resolution that would include the golf carts.

Alternatives:

- 1) Request new rate quotes.
- 2) Pay from cash balance and amend 2014 budget to reflect total cost.

Recommendation:

Staff recommends rescinding Resolution No. 2569-2014 and approve new resolution to include 50 golf carts in the previously approved lease purchase agreement.

Fiscal Note:

The lease purchase payments are adequately funded in the 2014 budget.

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
620.276.1160
FAX 620.276.1169
www.garden-city.org

RESOLUTION NO. _____-2014

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT (LEASE NO. 5000127-005) FOR POLICE DEPARTMENT AND GOLF COURSE EQUIPMENT WITH CLAYTON HOLDINGS, LLC.

The undersigned, being the officer identified below of The City of Garden City, Kansas (the "Lessee"), hereby certifies that the following is a true and correct copy of a resolution adopted by the Governing Body of the Lessee at a meeting duly held on February 18, 2014.

WHEREAS, in order to facilitate the acquisition of certain equipment for use by the Lessee and to pay the cost thereof, it is necessary and desirable for the Lessee to enter into a State & Municipal Lease/Purchase Agreement (together with all Exhibits and Schedules, the "Lease") with Clayton Holdings, LLC (together with its successors and assign, the "Lessor", pursuant to which the Lessee will lease the Equipment from the Lessor with an option to purchase; and

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Lessee, as Follows:

SECTION 1. Approval of the Lease. The Lease is hereby approved in substantially the forms submitted to and reviewed by the Governing Body of the Lessee on the date hereof, with such changes therein as shall be approved by the following officer of the Lessee, said officer's execution thereof to be conclusive evidence of the approval thereof:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
<i>Mayor</i> _____	<i>Dan Fankhauser</i> _____	_____

Said officer is hereby authorized and directed to execute and deliver the Lease on behalf of and as the act and deed of the Lessee, and to affix the seal of the Lessee, if applicable.

SECTION 2. Further Authority. The Lessee shall, and the officials and agents of the Lessee are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution and to carry out, comply with and perform the duties of the Lessee with respect to the Lease and the Equipment.

I further certify that the foregoing Resolution has not been modified, amended or repealed and is in full force and effect as of the date hereof.

WITNESS my hand this 18th day of February 2014.

Lessee: The City of Garden City, Kansas

Dan Fankhauser, Mayor

ATTEST:

Celyn N. Hurtado, CITY CLERK

Old Business

New Business

GARCIA & ANTOSH, LLP

1401 Central Avenue * Dodge City, Kansas 67801

620. 225.7400 Phone * 620. 225.4339 Facsimile

December 23, 2013

*Via Facsimile (620) 276-1104, (620) 272-3599
and First Class Mail*

Mrs. Celyn Hurtado
City Clerk
301 N. 8th St.
P.O. Box 998
Garden City, KS 67846

Mrs. Elsa Ulrich
Finney County Clerk
311 N. 9th St.
P.O. Box M
Garden City, KS 67846

Re: *Jose Roman Alvarado*
KSA 12-105b Claim
Date of Incident: December 25, 2011

Dear Mrs. Hurtado and Mrs. Ulrich:

I represent Jose Roman Alvarado whom brings a claim against the Garden City Police Department in connection with a minor traffic accident (property damage only) which occurred in Garden City, Kansas on December 25, 2011. I am also notifying Mrs. Ulrich on behalf of the County in case it is determined that my Client was mistaken and the accident involved a sheriff's vehicle. Pursuant to KSA 12-105b:

(1) The name and address of the claimant and the name and address of the claimant's attorney, if any;

Claimant: Jose Roman Alvarado, 787 Road R, Lakin, Kansas 67860
Attorneys: Garcia & Antosh, LLP, 1401 Central, Dodge City, Kansas 67801

(2) a concise statement of the factual basis of the claim, including the date, time, place and circumstances of the act, omission or event complained of;

Was hit from behind while driving by a GCPD (or possibly FISO) officer in the 1000 N block of Taylor in Garden City, Kansas on December 25, 2011 at approximately 8:05 PM; police blamed him but he felt that it was their fault. He was cited. He does not believe the investigation was done properly in that he felt the police colluded to blame him.

(3) the name and address of any public officer or employee involved, if known;

Unkown; he was cited by a GCPD officer but it is not clear whom.

12-105b letter
Jose R. Alvarado
December 23, 2013
Page 2

(4) a concise statement of the nature and the extent of the injury claimed to have been suffered; and

Property damage.

(5) a statement of the amount of monetary damages that is being requested.

\$1,500.00. + Atty fees if litigated per the

Thank you for your time and kind consideration of this matter;

limited action
property damage
statute

Sincerely,



Peter J. Antosh
Attorney at Law

PJA:

enclosure (1):
citation

PJA

UNIFORM NOTICE TO APPEAR AND COMPLAINT

Garden City, Kansas Police Department

In the court designated below the undersigned certifies that he/she has just and reasonable grounds to believe and does believe that on



Call # 11-3590082
Chation #
T017504

County: **FINNEY**

City: **GARDENCITY**

Court Date:

Date/Time: **12/25/2011 09:05 PM**

Court Time:

VIOLATOR

Last Name: **ROMAN-ALVARADO** MI: **ANTONKO**
First Name: **JOSE** DOB: **09/13/1972**
Address: **787 ROAD R**
City: **LAKIN** State: **KS** Zip: **67660**
Phone: Sex: **M**

Race: **WHITE**
Weight: **151** Height: **509**
DL #: **1498158** DL State: **OR** CDL: **N**

REGISTRATION

Yr. Veh: **2001** Veh. Tag: **XQV173**
Make: **CHEV** Tag Exp.: **2012** State: **KS**
Model: **TAHOE** VIN#: **1GNEK13T01R151823**
Type: **PC** Color: **MAR** Commercial Vehicle: **N**

LOCATION

Upon a Public Street or Highway or Other Location Name(s):
1000 N TAYLOR AVE

Accident: **N** Huzmat: **N**

VIOLATIONS

Did unlawfully commit the following Offense(s), in violation of State Statute:
Speeding: Face: **N** Speed Limit
Radar: **N** Watch: **N** Construction Zone: **N**
School Zone: **N**
FAILURE TO DRIVE IN PROPER LANE 86-2(46)

COURT INFORMATION

MUNICIPAL COURT CLERK/COURTROOM Fine#1: **40**
LAW ENFORCEMENT CENTER Fine#2:
304 N. 8TH, BOX 698 Fine#3:
GARDEN CITY, KS 67646-088 Fine#4:
(620) 276-1180 Fine#5:
Court Costs: **70**
Total: **110**

SIGNATURE

I hereby agree that this Notice to Appear and Complaint was served upon me on the date stated above, and I promise to appear at the time and place indicated above. I understand that failure to appear is a separate violation and that result in a warrant being issued for my arrest, and may result in suspension or revocation of my driving privileges. Signing this promise to appear is NOT an admission of guilt.

Signature of Defendant: **x**

GARDEN CITY MUNICIPAL COURT
304 NORTH 8TH, P.O. BOX 698
GARDEN CITY, KS 67646-0449
PHONE: 620-276-1158

1/10/12 RECEIPT# 95762

CASE NUMBER: 11NTR5029
RECEIVED (OF: ROMAN-ALVARADO, JOSE ANTONKO

TOTAL AMOUNT DUE 110.00
BOND APPLIED00
PAYMENT AMOUNT 110.00
AMOUNT TENDERED 110.00
PAYMENT APPLIED 110.00
CHARGE DUE00
JAIL FINE CREDIT00
BALANCE DUE00

PD IN FULL

RECEIVED BY: **VERONICA**

Consent Agenda

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 7 February 2014

RE: CHAPPEL HEIGHTS DEVELOPMENT

ISSUE

A Utility Easement from Worf Land LLC, related to the Chappel Heights project, is ready for Governing Body consideration and acceptance.

BACKGROUND

The Chappel Heights project required a sanitary sewer extension from the lift station just east of Sam's Club, east to Jennie Barker Road, along the southern property line of the Worf Land LLC property south of The Home Depot. A 20' Utility easement has been provided by Worf Land to the City. The easement is available for City and other utilities.

ALTERNATIVES

The Governing Body may approve or reject the Easement, or defer action to a later date.

RECOMMENDATION

Staff recommends acceptance of the Easement.

FISCAL

There is no cost to the City related to this item.

Steve Cottrell



Engineering Department

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

C.W. Harper, P.E.
Assistant City Engineer

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620.276.1130
FAX 620.276.1137
www.garden-city.org

EASEMENT

In consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **WORF LAND, LLC**, 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 non-exclusive 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 and under the surface of the following described real estate:

Beginning at the Southwest corner of the East Half of the Northeast quarter of Section 9, T24S, R32W, Finney County, Kansas, thence East along the South line of said East Half of the Northeast quarter, to the East line of Section 9, thence North along the Section line to the intersection with a line which is 20.0 feet north of and parallel with said East Half of the Northeast quarter; thence West along said parallel line to the southeasterly line of 156 Commercial Phase Four; thence southwest along said line to the Point of Beginning. Said tract contains 0.65 acres, more or less. See attached EXHIBIT A.

together with the rights and privileges therein necessary for the full enjoyment thereof, including the right of ingress and egress, from the nearest public right-of-way. It is further expressly provided that all lines and other infrastructure may only be located below the surface, except the following specific items may be located above-ground – pedestals, manholes, water valve boxes – but in no event will any utility lines be run on or above the surface of the ground. The City or other authorized utility shall be responsible for surface restoration to the satisfaction of the Grantor. 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. Grantor's reserved surface rights include without limitation the right to cover any part of the easement area except where City's permitted above-ground installations exist, with paving, concrete, other hard-surface, gravel or sand material to install and maintain a parking area, access drive, road or sidewalk, and install signage; and City's restoration obligation includes restoring any such improved area.

IN WITNESS WHEREOF, the Grantors have caused this Easement Agreement to be signed this 24th day of January, 2014.

WORF LAND, LLC
Mark Worf
MARK WORF, CO-MANAGER

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the 24 day of January, 2014, before me, a Notary Public in and for the County and State aforesaid, came **MARK WORF, CO-MANAGER, WORF LAND, LLC** who is 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.

My Commission Expires: _____
Rachel Asebredo
Notary Public



EXHIBIT A

Unplatted tract in E 1/2, NE 1/4
Section 9, T24S, R32W

Unplatted tract in E 1/2, SE 1/4
Section 9, T24S, R32W

156 Commercial Phase 4

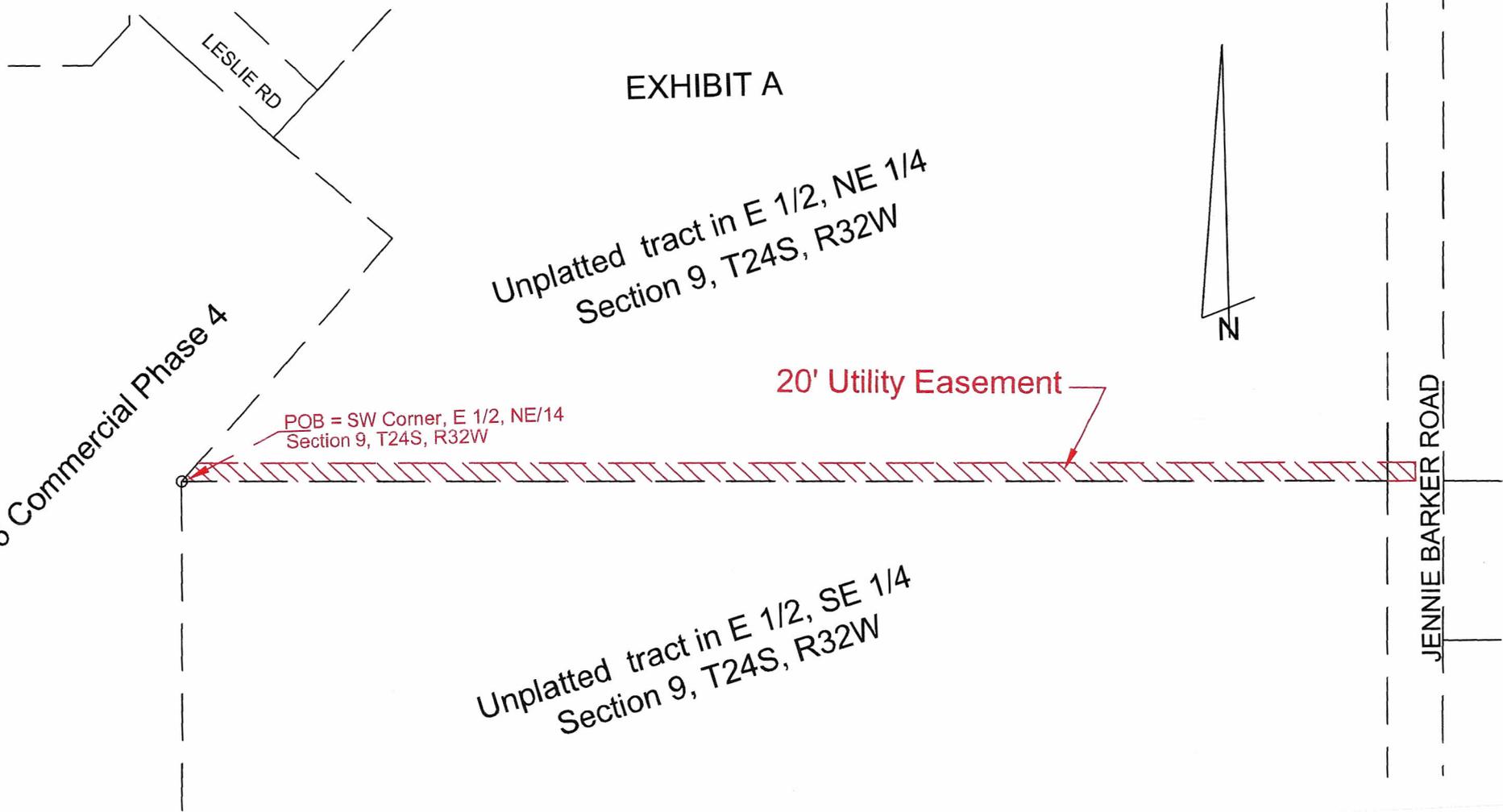
LESLIE RD



POB = SW Corner, E 1/2, NE/14
Section 9, T24S, R32W

20' Utility Easement

JENNIE BARKER ROAD



MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 13 February 2014

RE: 2014 STREET IMPROVEMENT BIDS

ISSUE

Bids were received today for the construction of the 2014 Street Improvement Project. The bid tabulation is attached.

BACKGROUND

The project is for concrete reconstruction of the north block of Shamus Street and Rebel Road. Two bids were received, with the low bid being from J-A-G Construction, Co., 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 J-A-G Construction, Co., Dodge City in the amount of \$205,533.50, 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

C.W. Harper, P.E.
Assistant City Engineer

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2014 STREET IMPROVEMENTS [28 U-0051-13]

BIDDER	Schedule 1 Shamus St (north)	Schedule 2 Rebel Road	Grand Total	COMMENT
ENGINEER'S ESTIMATE	\$ 122,272.00	\$ 118,908.00	\$ 241,180.00	
J-A-G Construction Co.	\$ 103,863.50	\$ 101,670.00	\$ 205,533.50	LOW
Lee Construction, Inc.	\$ 124,265.50	\$ 120,428.00	\$ 244,693.50	

2014 STREET IMPROVEMENTS [28 U-0051-13]

				Engineer'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>
SCHEDULE 1 - SHAMUS STREET (NORTH)									
1.	Remove Curb & Gutter	200	LF	\$ 10.00	\$ 2,000.00	\$ 4.00	\$ 800.00	\$ 5.00	\$ 1,000.00
2.	Replace Curb & Gutter	82	LF	\$ 22.00	\$ 1,804.00	\$ 21.00	\$ 1,722.00	\$ 25.00	\$ 2,050.00
3.	Remove Existing Asphalt Pavement	1,904	SY	\$ 8.00	\$ 15,232.00	\$ 4.00	\$ 7,616.00	\$ 5.00	\$ 9,520.00
4.	Excavation	275	CY	\$ 8.00	\$ 2,200.00	\$ 15.50	\$ 4,262.50	\$ 22.00	\$ 6,050.00
5.	6" AB-2 Base	1,904	SY	\$ 5.00	\$ 9,520.00	\$ 4.25	\$ 8,092.00	\$ 5.00	\$ 9,520.00
6.	Concrete Pavement (7" Uni)(AE)(NRDJ)	1,904	SY	\$ 44.00	\$ 83,776.00	\$ 40.00	\$ 76,160.00	\$ 44.50	\$ 84,728.00
7.	Remove Sidewalk or Driveway	103	SY	\$ 10.00	\$ 1,030.00	\$ 8.50	\$ 875.50	\$ 8.00	\$ 824.00
8.	4" Sidewalk	47	SY	\$ 30.00	\$ 1,410.00	\$ 25.00	\$ 1,175.00	\$ 42.50	\$ 1,997.50
9.	7" Driveway	56	SY	\$ 50.00	\$ 2,800.00	\$ 35.00	\$ 1,960.00	\$ 46.00	\$ 2,576.00
10.	Erosion & Sediment Control	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 700.00	\$ 700.00
11.	Construction Staking	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 1,500.00	\$ 1,500.00
12.	Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,800.00	\$ 3,800.00
TOTAL SCHEDULE 1:				\$	122,272.00	\$	103,863.00	\$	124,265.50
SCHEDULE 2 - REBEL ROAD									
1.	Remove Curb & Gutter	145	LF	\$ 10.00	\$ 1,450.00	\$ 4.00	\$ 580.00	\$ 5.00	\$ 725.00
2.	Replace Curb & Gutter	15	LF	\$ 22.00	\$ 330.00	\$ 21.00	\$ 315.00	\$ 25.00	\$ 375.00
3.	Remove Existing Asphalt Pavement	1,904	SY	\$ 8.00	\$ 15,232.00	\$ 4.00	\$ 7,616.00	\$ 5.00	\$ 9,520.00
4.	Excavation	275	CY	\$ 8.00	\$ 2,200.00	\$ 15.50	\$ 4,262.50	\$ 22.00	\$ 6,050.00
5.	6" AB-2 Base	1,904	SY	\$ 5.00	\$ 9,520.00	\$ 4.25	\$ 8,092.00	\$ 5.00	\$ 9,520.00
6.	Concrete Pavement (7" Uni)(AE)(NRDJ)	1,904	SY	\$ 44.00	\$ 83,776.00	\$ 40.00	\$ 76,160.00	\$ 44.50	\$ 84,728.00
7.	Remove Sidewalk or Driveway	65	SY	\$ 10.00	\$ 650.00	\$ 18.00	\$ 1,170.00	\$ 8.00	\$ 520.00
8.	4" Sidewalk	0	SY	\$ 30.00	\$ -	\$ -	\$ -	\$ 45.00	\$ -
9.	7" Driveway	65	SY	\$ 50.00	\$ 3,250.00	\$ 35.00	\$ 2,275.00	\$ 46.00	\$ 2,990.00
10.	Erosion & Sediment Control	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 700.00	\$ 700.00
11.	Construction Staking	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 1,500.00	\$ 1,500.00
12.	Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,800.00	\$ 3,800.00
TOTAL SCHEDULE 2:				\$	118,908.00	\$	101,670.50	\$	120,428.00
GRAND TOTAL				\$	241,180.00	\$	205,533.50	\$	244,693.50

Other Entities Minutes



**GARDEN CITY REGIONAL AIRPORT
ADVISORY BOARD MINUTES
JANUARY 9, 2014**

5:30 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT

Ed Fischer, Charlie Robinson, Ken Frey, Darin Germann, Max Meschberger

MEMBERS ABSENT

Bill Jones

MEMBERS EXCUSED

Marlo Miller

STAFF PRESENT

Rachelle Powell, Derek Barr, and Miranda Benedict

ITEM 1 APPOINTMENTS

Staff requests the appointment of Chair, Vice-Chair, and Secretary. Currently Ed Fischer is Chair, Ken Frey is vice-chair, and Miranda Benedict is the Secretary. Resolution 2196 states, "No member shall serve as chairperson more than once in his or her three-year term. No member shall serve as vice chairperson more than once in his or her three-year term." Ed Fischer made a motion to appoint Charlie Robinson as Chair. Marlo Miller seconded the motion. The motion passed unanimously. Ed Fischer made a motion to retain Ken Frey as Vice-Chair. Darin Germann seconded the motion. The motion passed unanimously. Miranda Benedict will remain Secretary.

ITEM 2 PUBLIC COMMENT

No public comment.

ITEM 3 APPROVAL OF DECEMBER 12, 2013 MINUTES

Charlie Robinson made a motion to approve the December 12, 2013 Airport Advisory Board minutes. Ed Fischer seconded the motion. The motion passed unanimously.

ITEM 4 RESOLUTIONS

The board and staff reviewed and discussed Resolutions 766, 2196, and 2388. Max Meschberger asked if we would review these Resolutions every year. Staff informed Max that we will review these Resolutions at the beginning of every

year to inform new members and remind current Airport Advisory Board members of the regulations and requirements.

ITEM 5 GARDEN CITY REGIONAL AIRPORT: AIRPORT 101

Staff reviewed the airport terminology and abbreviations with the Airport Advisory Board.

ITEM 6 DIRECTOR'S REPORT

Staff reviewed the Director's Report with the Airport Advisory Board. Staff informed the Board of upcoming Charter flights scheduled for January, February, and March. Staff also informed Max Meschberger about Charter Flights.

ITEM 7 MONTHLY REPORTS

Staff reviewed the monthly reports with the Airport Advisory Board.

ITEM 8 BOARD MEMBER COMMENTS

- A. Ed Fischer – Thanked fellow board members and expressed his gratitude while serving as Chair.
- B. Charlie Robinson – Complimented staff on the progress that was made in 2013 on the Airport.
- C. Ken Fry – Welcomed new Airport Advisory Board Member; Max Meschberger, aboard.
- D. Marlo Miller – Excused.
- E. William (Bill) Jones – No comment.
- F. Darin Germann – Requested that maintenance remove the snow by the diesel and oil tanks.
- G. Max Meschberger - No comment.

ITEM 9 ADJOURNMENT

Charlie Robinson made a motion to adjourn. Ken Frey seconded the motion. The motion passed unanimously.

Golf Advisory Board

Jan. 13,2014

7:00pm-8:25pm

Members Present: Sandy Rodgers, Cole Wasinger, Ray Navarro, Caleb Woods, Deanna Mann, Scott Ackerman, Toby Witthuhn. Absent: Tom Richardson, David Duvall (term completed)

Old business:

None at this time.

New business:

Election of officers:

Ray Navarro is Chairman

Deanna Mann is Vice Chairman

Sandy Rodgers is secretary

Advisory Board Members

Caleb Woods serves through Dec. 2014

Sandy Rodgers serves through Dec. 2014

Tom Richardson serves through Dec. 2014

Deanna Mann serves through Dec. 2015

Scott Ackerman serves through Dec. 2015

Lee Barrett is going to be asked to serve a term through Dec. 2015

(David Duvall's term has been completed.)

2014 Outlook

A lengthy discussion was held on ways to provide for more golf playing involvement. All members are to come to the next meeting with ideas to accomplish this goal. One item considered was a service industry appreciation day. Another consideration was to again meet with leaders of the service industry businesses about having payroll deduction for their employees. Ray will begin this process with Lone star restaurant. Cole is to prepare a power point presentation to be used at business meetings to introduce employers/employees to the payroll deduction plan. Ray and Cole will meet to iron out more details so that all board members can participate in making this plan a way to increase golf play.

Monthly reports:

Cole Wasinger: Golf Professional

1. There is no report available at this time. It is forthcoming. The weather is a factor in the lower playing numbers.
2. Family tee markers will most likely be a metal disk. Companies have told Cole and Toby that limestone markers will not last, but crumble.
3. Proposals have been sent to 11 cart companies. The goal is to have the fleet of 50 carts be newer than 2010 and have new batteries.

Toby Whitthun: Green Superintendent

1. The computer system for the new irrigation has not been completely installed.
2. The irrigation is being used, but weather is causing stress on fairways. It may be necessary to limit cart use at times.

Next meeting: Feb. 11, 2014 location to be determined.

Reported by Sandy Rodgers

Golf Advisory Board

Feb. 11, 2014

6:00pm-6:25pm

Members Present: Sandy Rodgers, Cole Wasinger, Ray Navarro, Deanna Mann, Scott Ackerman, Toby Witthuhn. Absent: Tom Richardson, Caleb Woods

The minutes from Jan.13, 2014 were accepted as reported.

Old business:

1st Tee:

Ray and Cole have met with the Cimarron FIRST TEE organization. That group (board) will be meeting this Wed and will vote on the proposal to have an extension group at Garden City Buffalo Dunes Golf Course. If the vote is positive, the group will be called The First Tee of Cimarron at Buffalo Dunes.

Fifty golf carts have been purchased. They are 2010 Yahas, with new batteries. The first half should arrive the first of March, the second half the last of March.

New business:

SIG: Proposal: Service Industry Golf

Buffalo Dunes would like to invite all Service Industry Personnel for some well deserved golf. Included will be the following: 9 hole green fees only \$5.00, carts not included, Free golf club rentals, Free use of the driving range, and Free group instruction available after 4pm with trained golf professionals. This offer will begin the first Monday of April and continue every Monday thru Aug. 25th. This proposal will be presented to the commissioners by Cole Wasinger. The next commissioner's meeting is Tues. Feb.18th at 1:00pm. Ray will also try to be in attendance.

SNAG:

Samy's has donated \$6,000.00 to this program. This allows all Garden City school children to be introduced to the game of golf.

Monthly reports:

Cole Wasinger: Golf Professional

1. Cole will place a T.V. in the pro shop that will have scrolling announcements. Scott Ackerman will assist in preparing a power point presentation of the announcements. There will be two flash drives purchased to allow changes to be readily made. Sandy may have a lead on a T.V.
2. Final Advisory report for the 2013 year was presented. Numbers show an increase across the board. (See form)

Rounds:	17654
Tournaments	31
Memberships	278

Revenue

Cart rental	168,320.00
Trail Fees	2,986.00
Green Fees	127,563.00
Memberships	102,685.00
Driving Range	16,912.00

3. The chairs purchased from Menards are not working out. Samy has provided some rolling chairs. They seem to be working better. The Menard chairs will be returned (90 day guarantee) and others purchased with that money from Office Solutions. The tables that split have been replaced.
4. Chuck Allen will be asked if he would like to be a member of this advisory board.

Toby Whitthum: Greens Superintendent

No report.

Reported by Sandy Rodgers

Next meeting: March 10th @ 7:00pm @ Zoo Education Center

Reported by Sandy Rodgers

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

Thursday, February 20, 2014
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.

8:30 A.M.	WORKSHOP - AGENDA REVIEW BETWEEN STAFF AND COMMISSION MEMBERS <i>Public Comments/questions are welcome - NO DECISION CAN BE RENDERED.</i>
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I. CHAIRMAN CALLS REGULAR MEETING TO ORDER

II. APPROVAL OF MINUTES- January 16, 2014.

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*

NEW BUSINESS:

FC2014-01: To consider a plat of the Sterling’s Corner Addition at the request of Steve Sterling.

FC2014-09: To consider a preliminary plat of Prairie View Acres, approximately 3401 N. Campus, at the request of CJ’s Construction.

FC2014-06: To consider a plat of the Plymell Addition, 270 E. Plymell, at the request of LHK, LLC.

FC2014-07: To consider rezoning 270 E. Plymell from “A” Agricultural District to “R-R” Rural Residential District at the request of LHK, LLC.

FC2014-02,08: To consider amending the comprehensive plan and rezone 209 S. Main, Pierceville, from “A” Agricultural District to “GC” General Commercial District at the request of Doug McGraw.

GC2014-03: To consider a waiver from the Garden City Zoning Regulations regarding parking at 503 E. Kansas at the request of Mark Miller, Sierra Property Solutions, LLC.

GC2014-05: To consider a waiver from the Garden City Zoning Regulations regarding landscaping at 1212 W. Campbell at the request of Tim & Jerri Beltran.

GC2014-04: To consider an amendment to the Garden City Zoning Regulations regarding Mother-in-law suites in “R-3” Multi-family Residential Districts at the request of Art Contreras.

VII. ADJOURN

MINUTES

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

January 16, 2014

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, January 16, 2014 in the City Commission Chambers at the City of Garden City Administrative Center located at 301 North 8th Street, Garden City, Kansas.

I. CALL TO ORDER

Chairman Howard called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Howard, Member Laubach, Member Law, Member Rishel, Member Lopez, Member Weber and Member Sheets. Also present were Secretary Kentner, Staff Davidson and Staff Henderson.

II. APPROVAL OF MINUTES- December 19, 2013

Member Rishel makes motion to approve the minutes from December 19, 2013. Member Law seconds motion. Votes were taken by yeas and nays and recorded as follows:

Weber	Lucas	Gigot	Howard	Law	Lopez	Laubach	Rishel	Sheets
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

III. SWEARING IN OF REAPPOINTED MEMBERS- Jim Howard, Mario Lopez, Sean Sheets

IV. ELECTION OF OFFICERS

*Member Law makes motion to elect Member Rishel as Chairman.
Member Laubach seconds motion.*

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

Weber	Lucas	Gigot	Howard	Law	Lopez	Laubach	Rishel	Sheets
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

*Member Howard makes motion to elect Member Lopez as Vice-Chairman.
Member Weber seconds motion.*

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

Weber	Lucas	Gigot	Howard	Law	Lopez	Laubach	Rishel	Sheets
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

*Member Laubach makes motion to elect Staff as Secretary.
Member Law seconds motion.*

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

Weber	Lucas	Gigot	Howard	Law	Lopez	Laubach	Rishel	Sheets
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

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

VI. 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

OLD BUSINESS

GC2013-104 Rezone 109 S. 13th from “I-1” to “R-3”

Staff Henderson reads staff report.

Member Law- We are talking about the house only, right? Not the shed?

Staff Henderson- Right, there is a separate property in the county with a house on it. It isn't subject to this request.

Secretary Kentner- The description on the legal doesn't match up. There is some discrepancy. The best thing would be for them to get a survey and have a plat filed. That way the rezoning will be directly tied to this property.

Mrs. Rojo- Can we do construction?

Secretary Kentner- That's the determination they are trying to make. Do you understand one of the requests from staff is that you will need to have your property surveyed?

Mrs. Rojo- Where do we get a surveyor?

Secretary Kentner- We can get you a list of surveyors after the meeting.

Staff Henderson- GIS is showing that there is a part of your property that isn't on your deed. So you need to have it surveyed and platted so that we can see exactly where your property line is. There is also 20' that should be right-of-way that looks like it's included in your property.

Mrs. Rojo- Does that mean that the whole property will be one? We have two deeds for those properties.

Secretary Kentner- No.

Staff Henderson- The deed that you have separates those into two tracts. One is in the county. The question is with the lot that's in the city limits. You just need to have that plat redone so we can see where you can build.

Member Lopez- Is that clarification necessary to see if they have the space to do the improvements?

Secretary Kentner- Yes. With that discrepancy, it's hard to see where the property line is. If their property line is where it shows on GIS, then there should be no problem.

Member Lopez- As it stands right now, it doesn't look like you have enough property to do the changes.

Mrs. Rojo- So you are saying that our property might not be big enough because of that garage?

Staff Henderson- No, there is a discrepancy in the plat. That's why we need you to get a survey done. We need to know exactly where your property line is.

Mr. Rojo- When we purchased that property, the lawyer said it changes every ten years and that there was no problem.

Secretary Kentner- We don't know about that. All we have to go by is what the county has. This is what we need to get you constructing again.

Member Howard- Until we get a plat from a surveyor, there's not much we can do as far as moving ahead is there?

Member Lopez- You can make the motion contingent upon a plat.

Secretary Kentner- That way when they get the plat, they can go on to the City Commission. If they run into an issue, they can come back to us and we can direct them where they need to go.

Member Lopez- This way we aren't holding them up.

Member Howard- That would work fine.

OPEN PUBLIC COMMENT

Staff Henderson- We did receive a complaint from a neighbor who doesn't approve of this request. He's not a big fan of Mr. Rojo and he didn't want them to do anything because he was afraid of what that would do to his property. He mentioned that there have been some issues with that property. Santa Fe is supposed to be 80' but on the map it's only 60'. We weren't able to speak with the county until yesterday.

CLOSE PUBLIC COMMENT

MEMBER LOPEZ MAKES MOTION TO APPROVE WITH THE CONTINGENCY THAT THE APPLICANT HAVE THE PROPERTY SURVEYED AND PLATTED.

MEMBER WEBER SECONDS MOTION.

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

Weber	Lucas	Gigot	Howard	Law	Lopez	Laubach	Rishel	Sheets
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

GC2013-101 Amend Parking Regulations

Staff Henderson reads staff report.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

MEMBER HOWARD MAKES MOTION TO APPROVE.

MEMBER LOPEZ SECONDS MOTION.

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

Weber	Lucas	Gigot	Howard	Law	Lopez	Laubach	Rishel	Sheets
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

GC2013-102 Amend Fees

Staff Davidson reads staff report.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

Member Howard- I see no reason to raise it unless we raise it enough to cover the average cost. If the average cost is \$250 then we need to raise it to \$250. Let's be real about it.

Member Lopez- I agree with some of the discussion from earlier. If you look at some of these projects, \$250 is pretty miniscule. It just makes more sense to raise it to cover the costs.

Member Laubach- I agree. I'm in favor of the amendment with the change that we up it to \$250.

Chairman Rishel- You indicate that you have means of coming up with the actual costs. Instead of a set fee, I propose that you do an actual cost increase.

Secretary Kentner- The issue with that is that when they come in to apply, we don't know what the costs will be until after they've already gone through the process. It's much easier to collect the fees at the beginning than to try and collect them after. It would purely be an estimation.

Member Lopez- Also, I don't think it's a good idea for staff to become timekeepers and bookkeepers.

Member Howard- I agree.

MEMBER LAUBACH MAKES MOTION TO APPROVE A FEE INCREASE TO \$250.00.

MEMBER HOWARD SECONDS MOTION.

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

Weber	Lucas	Gigot	Howard	Law	Lopez	Laubach	Rishel	Sheets
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

FC2013-103 Amend Fees

Staff Davidson reads staff report.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

MEMBER LAUBACH MAKES MOTION TO APPROVE A FEE INCREASE TO \$250.00.

MEMBER LOPEZ SECONDS MOTION.

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

Weber	Lucas	Gigot	Howard	Law	Lopez	Laubach	Rishel	Sheets
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Yea	Yea

Motion Passed.

GC2013-98 Amend Signs

Staff Davidson reads staff report.

Secretary Kentner- One of the things that was not changed was the timing. For those of you who remember from the last time we changed these regulations, the Federal Highway Administration has conducted a study on the timing on highways. We haven't yet received that study yet.

Staff Henderson- It was actually emailed to me late last night but I haven't had a chance to review it yet to see how it would compare to what the applicant has requested.

Secretary Kentner- Carol has done significant research on this and based on the discussion we had last meeting and the goals that were established, the overall consensus was to keep the "garden" in Garden City.

Richard Strandmark- I indicated to Kaleb that I think this is a work-in-progress, partly because of the highway study but also because we are trying to figure out the regulations. I looked over the regulations and there are very few places that will work. A big problem is the vacant lot issue. It would help a little bit if you'd remove that. There are a few good locations that have a building on the lot, mostly on the bypass. I think most of these are out of the city limits anyway. Almost every place I'm looking is in the county except for one on the bypass. There's nothing available south of town. I think if you don't make a few changes, you are going to end up where you are now and you won't be able to have them at all. The second issue that she mentioned is the 1,320 feet distance. That's a long way. I understand how this would work in big cities because there are more vacant lots. If you really want to open this up so that there will be some locations, you need to make a few changes. If you approve it like it is, I'm still going to try to get some put up and then I might request that you review it again in a few months; unless it's your goal to not allow them because that's kind of what it looks like. I know what you are talking about with city beautification but outside the city limits, I think there are some things that could be done that would allow these signs to promote businesses and Garden City. The other thing I want to mention is regarding the red, green and yellow limits. I understand if you are close to a traffic light but if you're not close to a light, I think it's excessive. That cuts a lot out of an add.

CLOSE PUBLIC COMMENT

Member Laubach- This particular case is for Garden City and in my opinion, Garden City might be more restrictive than the county. I was fine with the way you had Garden City's. I wasn't sure about the county and rural areas.

Member Lopez- There are three different authorities that are going to be giving final approval or denial. I was kind of curious about future annexations.

Secretary Kentner- If a sign is put up and the city annexes, they are grandfathered in and the sign would be legal nonconforming. If it's maintained, it can be there forever.

Member Lopez- When something is grandfathered in and it wears out or a new technology comes along, can it legally be replaced?

Secretary Kentner- They can request that through the BZA. There is a pretty straight forward section in the regulations. There is a difference between repairs and replacement.

Member Lopez- I was listening to what the applicant had to say and he was operating on the assumption that Garden City wants these signs and you are either going to do this or you won't have any, but I don't think that's necessarily an accurate assumption. I keep weighing what the applicant wants versus the people who want to put the "garden" back in Garden City and that's important to me too. Some people last time said "well Great Bend does it, or Dodge City does it", but I don't want to be those places.

Member Sheets- Look at the income of their City though. We got lucky with Menards, but Dodge City's income, because of those signs, is very good. Those signs aren't hurting anybody. That's just the way things are going. We can't look at them as a negative because they are new. Our restrictions on signs are sometimes asinine.

Secretary Kentner- I disagree with your assumption on the sales in Dodge City. If you compare, our regulations are much more strict. But also, our sales are much higher than the Walmart in Great Bend or Dodge City.

Member Sheets- Well, look where it is.

Secretary Kentner- That's part of it but also it's because they want to come here.

Member Sheets- They do want to come here. Look what the football field did here; if that was done correctly, they wouldn't be able to run that jumbotron so close to the highway. Am I right?

Secretary Kentner- Actually, as long as it faces the inside of the stadium, they're fine. That's considered an interior sign and they shut it off after the game.

Member Sheets- It flashes so fast.

Secretary Kentner- We don't regulate interior signs.

Member Sheets- Sign companies hate coming to Garden City. I've been on this board for five years and this is always an issue.

Secretary Kentner- Garden City established a sign ordinance about 30 years ago and it was probably 30 years ahead of its time. I don't disagree that the technology is changing; that's why we are amending the regulations so they can use that technology. However, I think there is balance between what makes Garden City unique now and in the future. That's what we've heard from the general public as well as the commissioners. They don't mind changing to allow new technology, but they want to keep the balance.

Member Laubach- You've increased the square footage.

Secretary Kentner- We are making some significant changes here.

Member Lopez- We've even relaxed them some. I think that we may continue to work in that direction, but to just write a blank check, I don't think that's responsible on our part.

Secretary Kentner- I'd agree that there should be a difference between the city and the county.

Member Sheets- Holcomb doesn't need billboards.

Member Laubach- The timing on the electronic boards is what it is. That's not what we're here for.

Secretary Kentner- Right. We let him know that that is out of the equation for now until we get the highway study. A lot of cities have gone to no time limitations.

Member Weber- Our role is to make a recommendation and if he doesn't like it, he can go to the City Commission.

Chairman Rishel- When we were discussing the grandfathered signs, you were talking repairs and replacement. To me, repair is maintenance.

Secretary Kentner- Actually, the building code defines some of that. For example, if you take the whole top of the sign off and replace it with a new box, that would be a substantial change that would have to be brought up to regulations. If you just paint over it or maintain the brackets and bolts, that's just maintenance.

Chairman Rishel- Is there a percentage, like changing 30% or 40% of the sign?

Secretary Kentner- Usually it's right around 10%.

Staff Henderson- 10% of the value.

Member Lopez- I think the highway commission study is important to the county but not as much the city.

Secretary Kentner- I don't know that it will be because most our speed limits are below 65mph. What's important with that study is whatever they say regarding the speed and size of the lettering will translate into slower speed roads. Everyone will be able to recalculate that.

Member Lopez- Due to the fact that study has just been made available to you, I didn't know if we should act on behalf of the City and make a motion and table the one for the county?

Secretary Kentner- Well, like Mr. Strandmark said, most of his locations are in the county so I think it would be best to also move forward with the county as well. The timing, currently the state is locked in at eight seconds and they haven't adjusted them yet. The state may have to adjust theirs from eight to whatever the highway study determines.

Member Lopez- That's what I was curious about; if we pass something more lax than what the state would allow, I don't know if that would be a problem or not.

Secretary Kentner- The interesting legal issues that come with the electronic message boards is that it's adjustable so there's no grandfathering available to people who were approved for 15 seconds.

Member Laubach- The timing would have to comply with whatever the law says.

Member Weber- If the state changes theirs, the county roads would be under the county but highways would follow the state.

Secretary Kentner- Most of the roads that go through town are split city/state and county/state. I think the amendments for Garden City, if you guys are comfortable, we can move forward and I think there are some adjustments that can be made to the county.

Member Weber- Do the county today or wait?

Secretary Kentner- I think you can go ahead because the only thing that's going to change is the timing and we aren't even reviewing the timing right now.

Discussion ensues regarding annexation of land to the city when livestock is involved.

MEMBER LAUBACH MAKES MOTION TO APPROVE AS SUBMITTED.

MEMBER SHEETS SECONDS MOTION.

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

Weber	Lucas	Gigot	Howard	Law	Lopez	Laubach	Rishel	Sheets
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

FC2013-105 Amend Signs

Secretary Kentner explains case.

Member Weber- Have we had any advice or direction from the County Commissioners?

Secretary Kentner- We have not. What we do know is that they want to continue to make regulations where people can do business and move forward. The county regulations were fairly stringent and this would definitely open the doors to signage that hasn't ever been there before.

Member Laubach- So this will be new to the County Commissioners. If they don't like it, they can send it back.

Secretary Kentner- Yes. That's where we can look at the difference. The county regulations can be different as far as the differences. If you want to reduce the distance between signs, you can. When we look at the research, it makes it easy for enforcement because ¼ mile is an easy measurement. Whatever the distance, it needs to be easy to measure. It all depends on what we want the are to look like.

Member Laubach- I've been down the interstate and you see these signs that are really close to together.

Secretary Kentner- That would be the concern. When you are driving 70 mph, how close is too close.

Staff Henderson- ¼ mile seems extreme but it's not. I think his concern was the distance of ¼ mile from another pole sign as opposed to another billboard. When you get into a commercial area, unless the lot is very large or wide, he'd be prohibited from putting up a billboard.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

Secretary Kentner- Maybe the distance between could be kept the same but maybe in the county it would be more acceptable to have these billboards on properties where there is a building.

Staff Henderson- Or change it to ¼ mile between billboards only.

Secretary Kentner- Right, so instead of all signs, it could be ¼ mile from another off-site sign. That would open up quite a few locations.

Staff Henderson- It could be amended further to allow it to go on a developed lot and that would open it up further.

Secretary Kentner- The regulations are pretty stringent right now because they have to meet the state highway requirements and get state permits as well as local permits. It's a difficult process to go through, but at the same time, if you do open it up, there may be proliferation there because our ordinances have been pretty restrictive and you may see a few signs pop up quickly. It just depends what you want the county to look like. We can make those amendments.

Member Sheets- There are several trucks that miss that exit for the truck stop because there is no sign that says where the exit is.

Member Laubach- I've always wondered why there weren't more signs, but I didn't realize how restrictive the regulations were.

Secretary Kentner- I think we can make those changes. The first being the distance from any other off-site sign and the other would be if you want to allow them on a developed lot.

Member Laubach- What's the down side to that?

Secretary Kentner- If you do allow it, limit it to one that way you don't have several signs on one lot.

Staff Henderson- And don't change the lot frontage requirements. Or if you do, increase it so that developed lots would require 500' of frontage and leave it at 200' for undeveloped. So there's enough space so the lot doesn't become cluttered.

MEMBER LAUBACH MAKES MOTION TO APPROVE AMENDMENT WITH THE FOLLOWING CHANGES:

- Distance of ¼ mile between another off-site sign.
- Allow off-site signs on developed lots at a limit of one off-site sign per lot.

MEMBER SHEETS SECONDS MOTION.

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

Weber	Lucas	Gigot	Howard	Law	Lopez	Laubach	Rishel	Sheets
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

H2013-106 Amend Signs

Secretary Kentner explains case.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

MEMBER LOPEZ MAKES MOTION TO APPROVE AS SUBMITTED.

MEMBER LAUBACH SECONDS MOTION.

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

Weber	Lucas	Gigot	Howard	Law	Lopez	Laubach	Rishel	Sheets
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

Meeting adjourned at approximately 10:20am.

Ken Rishel
Mario Lopez

Chairman
Vice-Chairman

Kaleb Kentner
Samuel Henderson
Carol Davidson

Secretary

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, February 4, 2014

Members Present: Debbie Reynolds, Taylor Freburg, Jimmy Deal

Members Absent: Evelyn Bowman, Rebecca Clark, Elaine Lott, Tammy Rieth

Others Present: Kathy Sexson, Kristi Newland, Donna Wohler, Brian Nelson

I. There was not a quorum, so an official meeting did not take place.

II. New Business

- a. Zoo Monthly Report – Staff spent much time caring for the rhino with procedures to alleviate his problems and 3 overnight watches. Education staff has been busy with Kansas Day programs. Maintenance crew has been sorting and hauling away items from the refuse pile. An hour-long radio program put together by WKBC aired in January and can be heard via a link on the zoo's website. Kathy showed recently received boards of new plans for flamingo, Australia, and primate exhibits.
- b. FOLRZ Report –Membership numbers were up in 2013 over 2012 which is a \$6580.00 increase in revenue. There will be a public unveiling of the new primate exhibit plans in April. New membership cards are on the way. Decals for the new EcoShuttle are done and it should be on its way soon.
- c. Gate Attendant Hours/Free Wednesdays – When vehicle gate hours were adjusted for the USDA gate issue, paid holiday hours were not figured into the gateladies' hours. The solution staff came up with is to offer free vehicle admission on select Wednesdays with a volunteer manning the gate. During winter hours, every Wednesday will be a Wild, Winter Wednesday. The rest of the year, the 1st Wednesday of the month will be a Wild Wednesday. Kathy will try to get volunteers lined up from RSVP or Zoo Ambassadors. Looking to start February 19 if volunteers can be lined up and trained.
- d. 2013 Budget Wrap-up –Animal and maintenance operations funds were spent to within \$10.00 of their budgets. Money left in salaries covered other shortages.
- e. New Record for Education Programs in 2013 – The Education Division surpassed previous records for number of programs and number of people presented to in a year.

III. Old Business

- a. Elephant Yard Expansion Update – Kathy passed around plans and explained features of the exhibit. The expansion will triple the size of the exhibit. We hope to put out for bid in March.
- b. 5th Street Gate Update – Gate installation has begun. When it is operational, signs will go up to direct pedestrians and cars, and a press release will be sent out. It will be an adjustment for pedestrians since it will open for vehicles only, and all pedestrian traffic will be routed through the Arches.

Board Member Reports –

Next Meeting March 4, 2014 at 5:00 p.m.