

**AGENDA**  
**CITY COMMISSION MEETING**  
**Tuesday, March 4, 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 review the 2014-2015 goals for the City. Administrative staff will be present and the pre-meeting is open to the public.**
- II. **REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. **APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. **PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
  - A. David Litton, Check-N-Go will be present to discuss with the Governing Body the Itinerant Merchant license.
  - B. Representative John Doll will be present to give an update on recent legislative issues.
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
  - A. Ms. Deann Gillen, Executive Director, Beef Empire Days requests Governing Body consideration and approval to waive the daily fee and the deposit for the carnival (May 16 – May 25, 2014).
  - B. Angelica Castillo Chappel, Garden City Community Mexican Fiesta Association, pursuant to Code Section 6-35, requests Governing Body consideration and approval to sell beer and other cereal malt beverages under a temporary CMB license on public property at Stevens Park on Saturday, September 13, 2014, an annual parade on Main Street beginning at 10:00 a.m., use of Stevens Park from 8:00 a.m. – 11:00 p.m., temporary closure of Heroes Way, the use of electricity at Stevens Park, a temporary waive to the noise ordinance and use of the restrooms, concession stand and extra picnic tables.
  - C. Jimmy Deal, on behalf of Leave a Legacy Foundation requests Governing Body consideration and approval for the temporary closure of public vehicle access to Lee Richardson Zoo on Saturday, October 4, 2014 from 8:00 a.m. – 10:30 a.m., a barricade to be placed at the 4th Street entrance to the zoo, a waiver of the fees associated with hanging of banners and signs, assistance from Garden City Police Department and an extension of the sign waiver ordinance to allow signs to be placed at St. Catherine Hospital through November 4, 2014.
  - D. Governing Body consideration of a request from Wheatland Electric Cooperative, Inc. for the City of Garden City, Kansas to consider a resolution to refinance the City's Water Supply Revenue Bond, Series 2005 (Wheatland Electric Cooperative, Inc. Project.

- E. Governing Body consideration and approval of a waiver of an Itinerant Merchant License fee for Spay Today Mobile Outreach to operate a spay and neuter clinic at 901 W. Mary Street on March 5<sup>th</sup> – March 9<sup>th</sup>, 2014.

**VII. REPORT OF THE CITY MANAGER.**

- A. The City received the January 2014 franchise payment in the amount of \$5,946.31 from AT&T.
- B. The City has received correspondence from Cox Communication regarding channel line-up changes.
- C. Meetings of note:
  - ✓ 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 Classroom B 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 Classroom B 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 Classroom B at St. Catherine Hospital at 10:00 a.m.

**VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.**

- A. Appropriation Ordinance No. 2359-2014A.

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

- A. 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 (1906 Vinzant Street – White Ford Mustang and 509 N. 10<sup>th</sup> Street – Red Ford T-Bird).
- B. 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 (202 N. 10<sup>TH</sup> Street).

**X. OLD BUSINESS.**

- A. None at this writing.

**XI. NEW BUSINESS.**

A. Advisory Board Recommendations:

1. Governing Body consideration and approval of an amendment to the Lease and Operations Agreement between Sherif Dullovi and the City of Garden City, Kansas for the leased premises known as Napoli's – Flight Deck Restaurant.
2. Governing Body consideration and approval of the distribution of 2014 grant funds recommended by the Arts Grant Committee.
3. Police Citizens Advisory Board – 2 appointments

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. KDOT has provided the State and City Agreement, No. 41-14, for the FY2015 KLINK Project on Kansas Avenue from 200 feet east of Center Street to Anderson Street. The Governing Body is asked to authorize the Mayor and City Clerk to execute the agreement.
2. Governing Body consideration and acceptance of bids received on February 27, 2014 for one (1) ¾ Ton 2WD Chassis Only and two (2) 4WD Half Ton pickups.
3. Quit Claim Deed from Arlene Williams transferring Spaces 1 & 2, Lot 127, Zone F of Valley View Cemetery to Sharon Jarmer.
4. Permission for Gabriela Ramirez to reserve Space 1, Lot 64, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

1. Licenses:

**(2014 New)**

- a) Carniceria Garcia..... Cereal Malt Beverage
- b) Carniceria Garcia..... Cereal Malt Beverage
- c) Advanced Air ..... Class D-M Mechanical
- d) Southwestern Electrical Co., Inc..... Class D-E Electrical
- e) Wichita Electric Co., Inc..... Class D-E Electrical
- f) Falcon Fire Sprinkler, LLC ..... Class E-F Sprinkler and Protection

**(2014 New)**

- g) Mid-Plains Construction..... Class B General
- h) Morgan Brothers Construction, Inc. .... Class B General
- i) Nemecheck Construction..... Class B General
- j) Waltz Construction. .... Class B General
- k) Robert Wirth ..... Class B General
- l) Black Hills/Kansas Gas Utility Co. .... Class D-E Electrical
- m) Freedom Electric, Inc..... Class D-E Electrical
- n) Gallegos A/C ..... Class D-E Electrical
- o) J. Geier Electric ..... Class D-E Electrical
- p) Roger W. Unruh..... Class D-E Electrical
- q) Stiltner Electric, Inc. .... Class D-E Electrical
- r) Black Hills/Kansas Gas Utility Co. .... Class D-M Mechanical

- s) Gallegos A/C ..... Class D-P Plumbing w/ Gas
- t) J&J Heating & Air ..... Class D-P Plumbing w/ Gas
- u) E&L Lawn Care ..... Class E-SOC Specialized Other

**XII. CITY COMMISSION REPORTS.**

A. Commissioner Law

B. Commissioner Cessna

C. Commissioner Dale

D. Commissioner Doll

E. Mayor Fankhauser

**XIII. ADJOURN.**

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

City of Garden City  
February 18, 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 18, 2014 with all members present except Mayor Fankhauser. Commissioner Cessna opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Commissioner Law moved to approve the request from Garden City Community College TRiO program to authorize the Mayor to proclaim February 21, 2014 as TRiO Day. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

Commissioner Law moved to approve the request to authorize the Mayor to proclaim the month of March 2014 as Problem Gambling Awareness Month. 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	Absent	Yea

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.

Staff 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.

Meetings of note:

- ✓ February 15, 2014 – Legislative Coffee 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 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 at St. Catherine Hospital at 10:00 a.m.

Appropriation Ordinance No. 2358-2014A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,614,318.53,” was read and considered section by section. Commissioner Cessna moved to approve and pass Appropriation Ordinance No. 2358-

2014A. 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	Absent	Yea

Resolution No. 2570 - 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)," was read and considered section by section. Commissioner Law moved to approve Resolution No. 2570-2014. 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	Absent	Yea

Resolution No. 2571 - 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)," was read and considered section by section. Commissioner Dale moved to approve Resolution No. 2571-2014. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

Resolution No. 2572 - 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)," was read and considered section by section. Commissioner Doll moved to approve Resolution No. 2572-2014. 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	Absent	Yea

Ordinance No. 2640 - 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," was read and considered section by section. Commissioner Doll moved to approve Ordinance No. 2640-2014. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

Ordinance No. 2641-2014, "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," was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2641-2014. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
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Yea                      Yea                      Yea                      Absent                      Yea

Resolution No. 2573 - 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," was read and considered section by section. Commissioner Law moved to approve Resoluition No. 2573-2014. 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	Absent	Yea

Commissioner Dale moved to deny KSA 12-105b claim by Jose Roman Alvarado arising out of a motor vehicle accident on December 25, 2011. Commission Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

Commissioner Cessna moved to approve the following:

1. Governing Body consideration and approval 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

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	Absent	Yea

Commissioner Doll moved that the City Commission go into executive session pursuant to K.S.A. 75-4319(b)(2) for 15 minutes for the purpose of consultation with City legal counsel on matters which are privileged in the attorney/client relationship which if discussed in open session would waive that privilege and that the City Commission reconvene into open session in the City Commission Chambers at 1:46 p.m. with City Attorney Grisell, City Manager Allen and Public Utilities Director Muirhead present. 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	Absent	Yea

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

Commissioner Cessna adjourned the meeting since there was no further business before the Governing Body.

\_\_\_\_\_  
Roy Cessna, Vice Mayor

ATTEST:

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

**City Commission Reports**

Mayor Fankhauser was absent.

Commissioner Law congratulated the GCCC Trio program and stated there are great things happening with that program.

Commissioner Cessna said he wishes and prays that Mayor Fankhauser has a speedy recovery. Commissioner Cessna congratulated the GCCC Trio Program, wished them great success in the future and stated it is a great program. Commissioner Cessna thanked the people that were in attendance for the Problem Gambling Awareness proclamation.

Commissioner Dale congratulated the GCCC Trio program for their work and wished them well.

Commissioner Doll congratulated the GCCC Trio program and stated it was a great asset to the community.

# Petitions

**2014  
Board  
of Directors**

Matt Jones  
President  
Holcomb, Kansas

Brad Walter  
Vice President  
Garden City, Kansas

Paul Finch  
Secretary/Treasurer  
Garden City, Kansas

John Wiese  
Past President  
Garden City, Kansas

Dave Pfenninger  
Garden City, Kansas

Sam Hands  
Garden City, Kansas

Mark Sebranek  
Garden City, Kansas

Lee Mayo  
Dighton, Kansas

Keith Brayant  
Garden City, Kansas

Carlie Rooney  
Garden City, Kansas

Jonathan Lightner  
Garden City, Kansas

Francisco Rodriguez  
Lakin, Kansas

**Executive Director**  
Deann Gillen-Lehman  
Garden City, Kansas

**Ex-Officio Directors**

Historian  
Ray Purdy  
Garden City, Kansas

Southwest Kansas  
CattleWomen  
Kyla Clawson  
Satanta, Kansas

Southwest Kansas State  
Research Center  
Justin Waggoner  
Garden City, Kansas

**May 30-June 8, 2014**

www.beefempiredays.com  
e-mail: beefempiredays@gcnet.com

# Beef Empire Days, Inc.

206 E. Fulton Terrace Garden City, Kansas 67846 (620) 275-6807 (620) 275-7481 (Fax)

February 14, 2014

City Commissioners  
301 N 8th  
Garden City, KS 67846

Dear City Commissioners,

Beef Empire Days would like to ask the City Commissioners to please waive the daily fee and the deposit for the carnival as they have in the past years. The carnival will be held May 16- May 25<sup>th</sup>. Ottaway Amusements has been involved with Beef Empire Days and the City of Garden City for more than 37 years. Chris Flattery and his employees support Garden City by shopping, fuel, eating, and recreation on their time off. The board of directors of directors would like to thank the City Commissioners for their consideration to waive the carnival fee.

Sincerely,



Deann Gillen  
Executive Director  
Beef Empire Days, Inc.

**Beef....The Chef's Choice!**



COMMUNITY MEXICAN FIESTA  
ASSOCIATION OF GARDEN CITY  
PO BOX 84  
GARDEN CITY KS 67846

February 27, 2014

Board of Directors:

Angelica Castillo Chappel  
*Golden Plains C.U.*  
President

Jesse Nunez  
*Sanders Trailer Service*  
Vice-President

Kristi Kells  
*Golden Plains C.U.*

Teresa Santos  
*Wasinger Chiropractic*  
Secretary

Committee Representatives:

Jeremy Haden  
*Advance Auto Parts*

Salvador Castillo  
*Entertainment Chair*

Scholarship Pageant

*Madison Miller*  
2013 Fiesta Queen

Glenda Owens  
*GCCC*  
Pageant Mentor

Garden City Commissioners  
P.O. Box 998  
Garden City, KS 67846

Dear Mayor and City Commissioners:

This year the Community Mexican Fiesta celebrates its 88<sup>th</sup> Annual Event. The theme for this year's Fiesta was chosen as "All...Moving Forward – Todos Pa'delante", as the *World Grows Here in our Garden City*, we are moving forward along and happy to call Garden City "home"!

I am writing you for a request for the use of Stevens Park and facilities for Saturday, September 13, 2014.

Our request would include:

- An annual parade on Main Street beginning at 10am
- Use of Stevens Park from 8:00 a.m. – 11:00 p.m.,
- Temporary closure of Hero's Way from Main Street to Seventh Street and
- The use of electricity at Stevens Park, a temporary waiver to the noise ordinance and use of restrooms, concession stand and extra picnic.
- Also included in this request: a beer garden at Stevens Park under a temporary CMB license.

If you have any further questions or if any additional information is needed, please feel free to contact myself at 260-1435 or 290-6264.

Thanks in advance for your time and consideration.

Sincerely,

Angelica Castillo Chappel, President  
2014 Community Mexican Fiesta

**The Community Mexican Fiesta is a public non-profit 501 (c) (3) organization whose mission is to celebrate Mexico's Independence from Spanish rule, to promote cultural awareness in our community, and to provide financial assistance to students hoping to attend Garden City Community College by expanding our Endowment Scholarship Fund..**



February 18<sup>th</sup>, 2014

To: The City of Garden City & the City Commission  
P.O. Box 998  
Garden City, KS 67846-0998

Re: 2014 Legacy 10-K and Spirit 5-K

To Whom It May Concern:

This letter is to serve as formal request for approval and assistance of the City of Garden City with the up-coming Legacy 10-K and Spirit 5-K Road Races. These races are to be held on October 4<sup>th</sup>, 2014. They will begin at 8:30 am. Both races start and end in the Lee Richardson Zoo. This will be our seventh year hosting this event and the format will be similar to years past. A map of both courses is attached. Last year we hosted over 280 runners/walkers and I anticipate a similar turn out again this year.

As in past years, our organization will be hanging banners at several locations around Garden City about one month prior to the event. Last year the City was willing to waive the fees associated with the permits to hang these banners. I am requesting the same waiver in 2014, as this event is in support of a not-for-profit organization that directly benefits the citizens of Garden City.

The Garden City Police Department has always been very helpful with traffic control in the past. I am requesting assistance with traffic control again this year as the runners will cross Fulton Street twice and travel over the Main Street Arkansas River Bridge twice. If approved I can make contact and coordinate with the GCPD. I have always obtained approval with KDOT and will do so again this year as well.

As mentioned above our racecourses begin and end at the Lee Richardson Zoo. I would also like to request the use of and access to Zoo facilities. The Zoo Director and Zoo staff has always been more than helpful with our event. In return we have always made a substantial monetary contribution to the Zoo for use of their facilities and resources. No doubt we will do the same this year as well. I would also like to formally request the closing of vehicle access to the Zoo from 8:00am to 10:30am. Vehicles traveling through the Zoo while the races are taking place cause issues with the timing equipment and people congregating at the finish line. It also compromises the professional look and fell of our event. The foundation will be more than happy to reimburse the Zoo for whatever lost revenue it anticipates for





such a closing. If approved, we would also request a barricade be setup at the 4<sup>th</sup> Street vehicle entrance to help facilitate this request.

Last year, the Leave a Legacy Foundation sold 18” by 24” yard signs as a means to raise funds, show support for loved ones and advertise the event. We sold over 100 signs and would like to try selling more in 2014, with the City Commission’s approval. Signs are sold to individuals to be placed in their yards, similar to political campaign signs. The Foundation will place them in the yard’s of those who have purchased them, remove them a few days prior to our event, place them at the Clarion Inn, during registration on Oct. 3<sup>rd</sup>, move them to the Start line of runs on Oct. 4<sup>th</sup>, and then move them to the grounds surrounding St. Catherine Hospital where they will remain for the Month of October. Volunteers will remove them by November 2<sup>nd</sup>, 2014. The Foundation will coordinate all aspects of this endeavor, just as we did last year.

Any questions regarding the details of this event can be directed to myself, Jimmy Deal. The Leave A Legacy Foundation appreciates the City’s past assistance and support of our event and hopes that our partnership can continue in a similar fashion this year and in the future.

Sincerely,

Jimmy Deal  
Leave a Legacy Foundation  
P.O. Box 734  
Garden City, KS 67846  
(c) 620 260-7939  
fjdeal@gmail.com



### 10K: Starting Line - 4th and Maple

(Main Entrance to Finnup Park and the Zoo).

- Head north on 4th St. to Spruce St. (southeast corner of hospital).
- Turn left (west) on Spruce St.
- Head west on Spruce St. to Main St.
- Turn left (south) on Main St.
- Head south on Main St. to Sagebrush Drive (All the way down Main St. to just past Arkansas River Bridge).
- Turn right (west) on Sagebrush Drive.
- Head west on Sagebrush Drive to the turnaround. **THE TURNAROUND WILL BE MARKED.**
- Turn around and head east on Sagebrush Drive back to Main St.
- Turn left (north) on Main St.
- Head north on Main St. to the Main Street Entrance to the Zoo. (Finnup Drive)
- Turn right (east) on Finnup Drive.
- Head east on Finnup Drive to Fourth St.
- Turn right (south) on Fourth St.
- Head south on Fouth St. through the drive-thru gate into the Zoo.
- Stay on the main road that takes you all the way through the Zoo.
- This road will first turn right (west) by the Cat Exhibits, then go by the North American Plains Exhibit.
- The road will then turn right (north) and go by the Wild Asia Exhibit.
- The road then turns right (east), goes by the Camel Exhibits and then by the duck pond.

**Finish Line = By the duck pond, just before the 5th St. Zoo Exit .**



### 5K: Starting Line - 4th and Maple

(Main Entrance to Finnup Park and the Zoo).

- Head north on 4th St. to Spruce St. (southeast corner of hospital).
- Turn left (west) on Spruce St.
- Head west on Spruce St. to Main St.
- Turn left (south) on Main St.
- Head south on Main St. to turnaround (Just before RIVERSIDE DRIVE.) **\*\*\*TURNAROUND WILL BE MARKED\*\*\***
- Head north on Main St. to the Main Street Entrance to the Zoo. (Finnup Drive)
- Turn right (east) on Finnup Drive.
- Head east on Finnup Drive to Fourth St.
- Turn right (south) on Fourth St.
- Head south on Fouth St. through the drive-thru gate into the Zoo.
- Stay on the main road that takes you all the way through the Zoo.
- This road will first turn right (west) by the Cat Exhibits, then go by the North American Plains Exhibit.
- The road will then turn right (north) and go by the Wild Asia Exhibit.
- The road then turns right (east), goes by the Camel Exhibits and then by the duck pond.

**Finish Line = By the duck pond, just before the 5th St. Zoo Exit .**





A Touchstone Energy® Cooperative 

February 25, 2014

Mr. Dan Fankhauser, Mayor  
301 N. 8<sup>th</sup>  
PO Box 499  
Garden City, Kansas 67846

Dear Mayor Fankhauser,

As President of Wheatland Electric Cooperative, Inc., ("Wheatland") I would like to respectfully request that the City Commission consider a resolution to refinance the City's Water Supply Revenue Bonds, Series 2005 (Wheatland Electric Cooperative, Inc. Project) (the "Bonds") at its meeting on March 4, 2014. Interest rates have declined since the Bonds were issued. It has come to our attention that there could be a material cash savings from refinancing the Bonds at this time. Since 2003, the City has issued a number of bond issues on behalf of Wheatland. Following is an enumeration of those bond issues.

The City of Garden City, Kansas, originally issued Water Supply Revenue Bonds, Series A, 2003 (Wheatland Electric Cooperative, Inc.) dated April 15, 2003, in the original aggregate principal amount of \$7,500,000 (the "2003 Bonds") to provide funds to acquire certain land and to purchase, construct and equip a reverse osmosis water treatment plant and ancillary facilities in Finney County, Kansas, adjacent to the boundaries of the City (the "2003 Project").

In 2005, the City issued Water Supply Revenue Bonds, Series 2005 (Wheatland Electric Cooperative, Inc.) dated July 1, 2005, in the original aggregate principal amount of \$7,500,000 (the "2005 Bonds") to provide funds necessary to complete the 2003 Project and to purchase, construct and equip additions to the 2003 Project, including the extension of water, transmission and supply lines, water well improvements and construction of pre-treatment supply lines from existing sources of effluent (the "2005 Additions").

In 2010, the City issued Taxable Water Supply Revenue Bonds, Series 2010 (Wheatland Electric Cooperative, Inc.) dated December 15, 2010, in the original aggregate principal amount of \$8,000,000 (the "2010 Bonds") to provide funds necessary to purchase, acquire, construct, furnish and equip water supply wells and pipeline delivery system and all things related and necessary thereto, located in Finney County, Kansas (the "2010 Additions").

In 2011, the City issued Water Supply Refunding Revenue Bonds, Series 2011 (Wheatland Electric Cooperative, Inc.) dated August 18, 2011 (the "2011 Bonds") to provide funds necessary to refund and redeem prior to maturity the outstanding 2003 Bonds.

101 Main Street  
(620)-872-5885

P.O. Box 230  
Toll Free (800)-762-0436  
E-mail [electric@weci.net](mailto:electric@weci.net)

Scott City, Kansas 67871  
Fax (620)-872-7170

The 2003 Project, the 2005 Additions and the 2010 Additions are all leased to and operated by Wheatland Electric Cooperative, Inc., who pays all principal and interest on the 2005 Bonds, 2010 Bonds, and 2011 Bonds through rent payments to the City.

Please contact the undersigned should you have any questions or comments regarding this request.

Sincerely,



Wes Campbell  
Board President,  
Wheatland Electric Cooperative, Inc.

Cc: City Commission  
Mr. Matt Allen, City Manager

# Report of the City Manager

**KS**

Kansas, Garden City Municipal Fee (AT&T)

**Reporting Period:** January 1, 2014 to January 31, 2014

FEIN: 430529710  
Southwestern Bell Telephone Company  
AT&T

3100 Cumberland Boulevard, Suite 700  
Atlanta, GA 30339  
770-240-8849 - Phone  
770-956-0700 - Fax

Tax Identification Number

43-0529710

**Return Due:** 02/15/2014

Total Fee Due:	<b>\$5,946.31</b>
Adjustments:	<b>\$0.00</b>
Uncollectibles:	<b>\$0.00</b>
Admin Fees:	<b>\$0.00</b>

**Remit To:**

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

Net Fee Amount to be Remitted: **\$5,946.31**

**Tax Payer:**



Steven Shashack, Assistant Vice President - Tax

2/13/2014

**Date**

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

**Tax Preparer:**



Noel Reynolds, Manager

2/13/2014

**Date**

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



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

February 24, 2014

Mr. Dan Fankhauser  
Mayor of Garden City  
P.O. Box 499  
Garden City, KS 67846

Dear Mr. Fankhauser,

On Tuesday, March 25, the following channel changes will occur:

- Fox Business – moving from channel 253 to channel 82
- Fox Business HD – moving from channel 2253 to channel 2082
- FXX – moving from channel 250 to channel 87
- FXX HD – moving from channel 2250 to channel 2087

Fox Business, Fox Business HD, FXX and FXX HD will now be available with the Cox Advanced TV Package (Cox TV Essential with a digital receiver or CableCARD), instead of requiring the additional subscription to the Sports & Information Pak. FXX and FXX HD will also become available with the Cox TV Economy package.

More details are available at [www.cox.com](http://www.cox.com).

It is a pleasure to serve your community. Please feel free to contact me at 785-215-6720 should you have any questions.

Sincerely,

Coleen Jennison  
Government Affairs Director  
Cox Communications Central Region



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

# Staff Reports

**CONSIDERATION OF  
APPROPRIATION ORDINANCE**

# Ordinances & Resolutions

**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:

*1906 Vinzant Street – Inoperable and/or unregistered-White Ford Mustang  
509 N. 10<sup>th</sup> Street- Inoperable and/or unregistered-Red Ford T-Bird*

**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 4<sup>th</sup> day of March, 2014.

\_\_\_\_\_  
**Dan Fankhauser, MAYOR**

**ATTEST:**

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

**1906 VINZANT**



**509 N. 10<sup>TH</sup> STREET**



(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:

*202 N. 10<sup>th</sup> Street –Scrap wood, metal & plastic containers and trash/debris 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 4<sup>th</sup> day of March, 2014.

\_\_\_\_\_  
**Dan Fankhauser, MAYOR**

**ATTEST:**

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

202 N. 10<sup>th</sup> STREET



# Old Business

# New Business



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To: Governing Body  
From: Rachele Powell  
Date: February 24, 2014  
RE: Sherif Dullovi Lease

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### **Issue**

Governing Body consideration of a third amendment to the Lease and Operations Agreement between Sherif Dullovi and the City of Garden City for the leased premises known as Napolis – Flight Deck Restaurant.

### **Background**

Sherif (Mario) Dullovi entered into the lease agreement on January 2, 2009. The rent was 5% of monthly gross sale receipts. The lease was amended on February 17, 2009 to reflect a reduction in rent for a fixed amount of \$1,000 per month. The seconded lease amendment occurred On May 21, 2013 with Giovanni Dullovi named as an additional tenant. The lease automatically renews on an annual basis. The City of Garden City provides all utilities, kitchen/restaurant equipment and repairs of City owned equipment/facilities.

The 2003-2008 tenant information is provided below:

1. City of Garden City operated the restaurant with an approximate \$40,000 operating loss.
2. Flower Aviation operated the restaurant with no rent.
3. Quentin Perry operated the restaurant with a monthly rental rate of \$50 per month, which was reduced to no rent.

Mr. Dullovi verbally requested a rent reduction from \$1,000 a month to \$500 a month. Mr. Dullovi cited reduced revenues and previous tenant rental amounts as the reason for the request. The Airport Advisory Board reviewed and discussed the request during the February 13, 2014 meeting. The Airport Advisory Board voted unanimously to deny the rent reduction.

### **Alternatives**

1. Governing Body consideration and approval of a third amendment to the Lease and Operations Agreement between Sherif Dullovi's and the City of Garden City to reduce rent to \$500 per month.
2. Governing Body consideration and denial of a third amendment to the Lease and Operations Agreement between Sherif Dullovi's and the City of Garden City to reduce rent to \$500 per month.

3. Governing Body consideration and approval of a third amendment to the Lease and Operations Agreement between Sherif Dullovi's and the City of Garden City to reduce rent to an amount recommended.
4. Governing Body consideration and recommendation for staff.

**Recommendation**

Governing Body consideration and denial of a third amendment to the Lease and Operations Agreement between Sherif Dullovi's and the City of Garden City to reduce rent to \$500 per month.

**Fiscal Note**

If approved, the airport revenue will be reduced \$6,000. The airport would have to reduce budgeted airport expenditures in the amount of \$6,000.



MEMORANDUM

TO: Governing Body
FROM: Arts Grant Selection Committee
Members: Brian Seagraves, Shawna Deal & Melissa Gallegos
Staff Liaison: Ashley Freburg
DATE: February 27, 2014
RE: 2014 Arts Grant Distribution

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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

Issue

The Arts Grant Selection Committee met on February 24, 2014 to discuss the distribution of grant funds and make a recommendation to the City Commission.

Background

The Arts Grant program was developed in 2012 as a formal process by which arts programs can request funding from the City. The City Commission allocated \$14,250 from the social fund line item to fund the Arts Grant program for 2014. The City received eight applications requesting a total of \$37,500. The Arts Grant Selection Committee recommends awarding \$14,250 to seven applicants as outlined below.

2014 Art Grant

Table with 3 columns: Organization, Amount Requested, Amount Recommended. Rows include American Fusion Project, Friends of Garden City Arts, Garden City Arts, Downtown Vision, Sandhill Arts, SWKS Live on Stage, STEPS, Tumbleweed, and Total.

Those agencies that have the ability to levy a tax are not eligible for the program. In addition, those applicants receiving AFAC funding or Community Grant Funding are ineligible for Arts Grant funding.



CITY COMMISSION

DAN FANKHAUSER,  
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

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FAX 620.276.1169  
[www.garden-city.org](http://www.garden-city.org)

**Alternatives**

1. Approve the Committee's recommendation to award \$14,250 in Arts Grant funds to seven agencies as outlined.
2. Alter the Committee's recommendation and award funding as the Governing Body sees fit.
3. Do not approve the Committee's recommendation and send the item back to the Committee for further review.

**Recommendation**

The Committee requests the Governing Body approve their recommendation to allocate \$14,250 in 2014 Arts Grants as outlined above.

**Fiscal Note**

If approved, \$14,250 would be awarded from Fund 001-171-6165 "Social Funding."

To whom it may concern:

My name is Kristen Doering and I was born and raised in Garden City, Kansas. I am currently studying at The Juilliard School in the Master of Music Program in Collaborative Piano. This proposal will outline the needs of an arts project, The American Fusion Project, which I am developing at The Juilliard School to tour through Kansas this coming September 2014.

The American Fusion Project is exactly that, a fusing of the arts. I have chosen a group of 8 artists from different sections of the performing arts to be the core group of this project: 4 musicians (violin, cello, piano, voice/actor) 3 dancers/choreographers and one composer/pianist. I have received approval from the head of each department to bring these artists from New York to Kansas the first week of September 2014. During this week we will be doing workshops within the schools and community in Garden City, Lawrence and Kansas City. Effectively, I am taking this group of 8 artists from Juilliard on a week-long tour across Kansas to work within each community and perform.

The American Fusion Project itself is a fresh and innovative approach to engaging audiences in the performing arts. According to our Dean and Provost, Dean Guzelimian, this project is singular, having never been done quite in this way before. The concert will be inspired from one central poem by American poet Frank O'Hara. Each artist will read the poem and then have the freedom to choose one musical selection that connects them to the poem to perform. The singer/actor will open the program with a dramatic monologue (which is his interpretation using storytelling), where he will speak the text. The end of the program will be a new composition commissioned from a master's composition student that will be a song for the singer/actor to sing, showing us what a composer hears when he reads the text. In between these two spoken/sung versions of the poem, will be each musician's choice of music; and for the dancers, a musical selection and a dance they have choreographed themselves to show their visual interpretation as well. It does have an abstract quality to it, but in this way the goal is for the audience to see the performing arts through someone, not just the performance. For example, when they experience my choice and think "this is what Kristen hears when she reads the text, and this is what Maria (the violinist) hears when she reads the text..." Since we will have worked with the school prior to the concert, this should allow the students to connect to the artists as someone they interacted with earlier in the day.

Another possibility for bringing the arts into focus is actually using the Public Library. I envision the Library doing a week long exhibit on Frank O'Hara and his poetry, with a feature on the chosen poem for our program. Poetry is another important area of the arts and one that has inspired music, dance, and drama for centuries. I would also like to approach the English classes to do an essay on the poem or Frank O'Hara, or even what each student's personal interpretation is of the poem, followed by a short essay after our performance to discuss how the artists' interpretations were experienced by the students. I have many ideas on how to connect the community through this project that will be discussed with key members of each community during the spring semester.

I am requesting the amount of \$2,500 from the City of Garden City Arts Grant. This money will be used specifically for the airfare expenses of the other 7 artist coming from New York to Garden City. I have estimated each flight round trip to be around \$500 per artist, for a total travel cost of around \$3,500. Since I will already be in Kansas I will not need the full cost of airfare. Therefore, this grant would help cover a substantial amount of the airfare cost for the core group.

The goal of this project is to re-ignite interest in the performing arts. As I have made the decision to work hard and follow my passion as a performing artist, I feel a certain responsibility for doing my part in creating a place for the arts in the future. As I have observed in many concerts, the main audience population consists of the older generation. The presence of our youth is missing. In this way I hope our work within the schools will help make the arts accessible, giving a younger generation a way in. One of my inspirations in developing this concert series was using personal connections based on my experience performing in my home town this past summer.

On the first Tuesday of the fall semester I performed with a singer, Elizabeth Fildes, at the new Garden City High School and was thrilled that there were 350 people in the audience. This was accomplished with email blasts and word of mouth as there wasn't enough time to seriously advertise our concert, but more than this, I believe it was the deep sense of community that made this outcome possible. It was such an overwhelmingly positive response to our world as musicians that I could not ignore it. I have used the city of Garden City as my motivation and my inspiration while I pondered what type of concert would be of interest to a broad audience. So I used my experience of personal connections to create a vision. This concert series will have its first season in September 2014, but it is my vision to create an annual concert series where each year there is a new, innovative concert that I bring to Kansas with artists I work with in New York, becoming the link from New York to the communities here in Kansas. I have the support of The Juilliard School's Administration and am gaining support each day in Kansas as I share the project. The president of my school, President Polisi, and the Dean and Provost, Dean Guzelimian, are both in full support of this project and have offered their time in the spring to personally help develop each workshop that will be brought to Kansas. They are of the same belief, that in order to preserve the tradition of the arts, it begins with our efforts in each community.

In order to fund this project, I am currently approaching individual and business sponsors in Garden City, Lawrence and Kansas City, applying for grants through Garden City and The Juilliard School, creating relationships with the Lied Center and Chancellor Gray at the University of Kansas and working closely with the Arts Council of Johnson County in Kansas City for more funding options in Eastern Kansas. I am expanding my foundation of support as I just threw a Holiday Party where I announced the project in Kansas City for 100 people of the Lawrence and Kansas City communities, and am throwing another party here in Garden City on January 9<sup>th</sup> to announce the project here. I plan to build the foundation one year at a time with the hope of becoming a not-for-profit foundation in the coming years.

In closing, many people have asked why I am doing this project. They have asked if it is school initiated, or if I receive school credit at the end, and the answer is no. It is my deep sense of community, intertwined with my love of music that compels me to move forward with this project. The support I have received from the collective Kansas community throughout my life is one I am extremely grateful for, and is at the heart of my efforts.

Thank you for your time and consideration.

Kristen M. Doering

Addendum:

Pictures from our KC concert (the same concert we performed in Garden City on Aug. 20, 2013)



Kansas City Library – Kirk Hall

Kristen Doering & Elizabeth Fildes



The next section of the Addendum is the informational packet I created to hand out at our Holiday Parties as I announced the project. The Packet contains information from each of the 8 artists who will be coming in September from New York. I wanted the people who will be supporting the project to have their first opportunity to get to know these artists through short personal paragraphs. Also, I wanted the poem by Frank O'Hara to be introduced in the packet as well.



FRIENDS OF GARDEN CITY ARTS

1001 Center St.

Garden City, KS 67846

276-8767

January 4, 2014

Dear Arts Grant Committee:

The Friends of Garden City Arts (501c3) was formed in 2011 to support the efforts of the local arts council in its mission to provide a free public art gallery & educational programming for all ages. In the past the arts council, under its previous name of Southwest Arts & Humanities Council, also provided three public art projects ... "Friends & Frogs" a bronze sculpture group at Third & Kansas, "Mrs. Fulton's Garden" & "1800s Train Stop" at Main & Depot St, and "The Dream", the mural on Grant Ave. SAHC also hand-painted "Art Buff," a life size buffalo on display in the window at the Windsor Hotel.

Due to a lack of funding from the State & National arts organizations the last several years, Garden City Arts had to concentrate on survival so the Friends organization was formed to continue the pursuit of public art projects. To date we have installed two modern kinetic metal sculptures on Main St., "Starburst" by Jim LaPaso and "Wind Fire" by Rusty Burgardt. We also assisted in acquiring the bronze sculpture, "Flight Time" by Gary Lee Price that was privately donated last Spring. Mr. Burgardt is currently working on a life-size rustic buffalo to also be placed downtown sometime next summer. We have completed fundraising for this project and are ready to start raising money for the next one.

To this end and because public art has been listed as one of the major goals of the current City Commission, FoGCA would like to request \$7,000 towards a large multi-colored bronze of the new logo used by the City of Garden City and the Finney County Convention & Visitors Bureau. The sculpture will depict the stylized yucca which represents the wide diversity of our community's cultures coming together in harmony to create something beautiful. A bronze plaque will be installed at the base with the title, "The World Grows Here" and an explanation of its meaning. We chose bronze as the medium because it can be stained in different colors (as are the clothing on "Friends & Frogs") and because it's

durable enough to withstand the wear and tear of the public and the weather, plus it will be around for the enjoyment of many generations to come.

We have not selected an artist yet, but will request bids from Kansas bronze sculptors first. Based on past experience, we estimate it will cost \$15,000-\$25,000 depending on the sculptor's experience and "fame." No other contributors have been contacted as of now and we can not write grants to the Finnup Foundation or the Western Kansas Community Foundation until our current project (rustic buffalo) is installed and their next grant period begins afterwards. We will plan a fundraiser when the weather warms up and will contact private donors from the past. In the meantime, your grant will enable us to begin searching for and working with a sculptor to begin the lengthy process.

Location will be in the downtown area with input from our board, the Garden City Arts board, the Downtown Vision board, and City staff and commissioners. Possibilities include mounting it on a low base in front of City Hall, or next to the sidewalk centered on the West or South side of Steven's Park, or in the raised brick planter at 8th & Laurel. Placement somewhere on 8th St. would tie in with the City's master plan to make that a multicultural district.

Based on the City's strong past support of projects, The Friends of Garden City Arts thinks you will agree that a varied collection of quality public art has been and will be a draw to our community as well as a quality of life issue for our residents. It draws professionals, art lovers & tourists alike to "the regional center of Western Kansas".

Respectfully submitted,

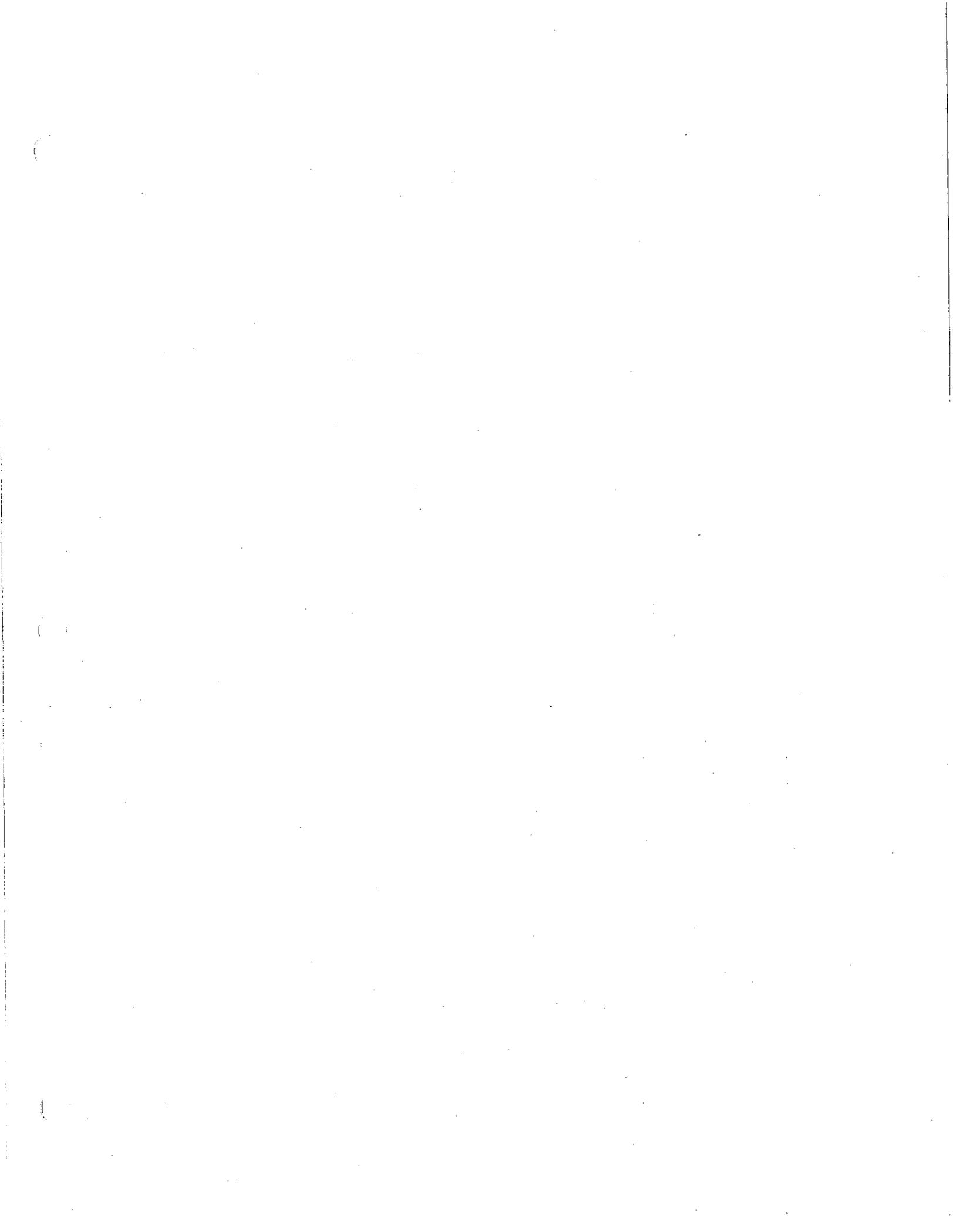
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Vivian Fankhauser, Chair

Lynn Ballinger, Secretary

Bruce Spiller, Treasurer

Laurie Chapman, GC Arts Liaison



January 4, 2014

### **Introduction**

Garden City Arts is respectfully requesting funding for its Garden on the Gogh program. GCA is a 501(c)3 non-profit that was founded in 1989 whose mission is to enrich lives and encourage creativity through the arts. Since January 2013, the organization has established a series of programs that utilize art education in ways that will benefit the community. The new initiatives have increased traffic in our facility by almost 50 attendants from 2011 to 2012. Funding for our Garden on the Gogh would allow us to broaden the scope of the program and have a greater impact in our community. Garden on the Gogh strives to partner at-risk youth with adult mentors to create artistic projects while offering work, adaptive and behavior skills. Projects could include short film creation and community murals to cover areas frequently tagged with graffiti. When developing Garden on the Gogh, two other successful programs have been researched, VanGo out of Lawrence, KS, and A.R.T.S. out of San Diego, Calif. Based on the outcomes students in VanGo have a higher graduation rate, 77% are more prepared to find a job and 64% report their job performance was better, among other statistics. GCA believes it has built a model for success that will benefit Garden City.

### **Statement of Needs Assessment**

The goal is to support and advocate for creative arts that inspire, heal and empower. Garden on the Gogh strives to permanently change the life trajectory of youth facing adversity through all forms of creative arts - visual, performing, literary, media. We use the arts as a vehicle to create positive change and open up pathways for brighter futures. The program will work with students facing: Homelessness, Terminal & Chronic Illnesses, Abuse, Foster Care, Military, At-Risk, Physical & Mental Challenges, Emotional & Behavioral Challenges, Grief, and many more. Because we will at-times meet as a group, respect for other students will be expected. One goal of the program is to learn to be more compassionate to other ideas and beliefs.

GCA understands that Garden City is a rural, diverse community with a large percentage of low-income families. With 71.49 percent of USD 457 students considered as economically disadvantaged, GCA must build a program that is not fee-based. Additionally, the dropout rate at Garden City High School in 2011 was 1.7 percent, higher than the state rate of 1.5 and dropping to 1.3 percent in 2012 with the state at 1.5. The drop is encouraging, however, a glance at other rural areas our size shows a lower percentage of drop outs. Garden City's rate is more comparable with larger metro areas. GCA desires to build a program that offers at-risk students opportunities that not only challenge them, but guide them and excite them as well.



318 North Main Street  
Garden City, KS 67846  
620.260.9700

gardencityarts@gmail.com  
<http://gardencityarts.wix.com/gallery>  
[www.facebook.com/GardenCityArts](http://www.facebook.com/GardenCityArts)

  
*The mission  
of the  
Garden City Arts is  
to enrich lives and  
encourage creativity  
through the arts.*



### **2013 BOARD OF DIRECTORS:**

Lara Bors, *president*  
Nancy Harness, *vice-president*  
Elizabeth Baker, *secretary*  
Risa DeVaney, *treasurer*  
Juliann Morland-DaVee,  
*corresponding secretary*  
Jeffrey Weeast,  
*past president*

#### *Members*

Deb Huber  
Dominic Varricchio  
Julie Nelson  
Caitlyn Hanneman  
Katy Hopson

Laurie Chapman,  
*executive director*  
Alberto Hernandez-Martinez,  
*part-time gallery attendant*

## Program Objectives

Assessing these factors was critical in determining how to develop a program that merges art with the skills necessary to assist youth in becoming more successful young adults.

By partnering youth with successful adults who have a background in the arts, and provide activities that have an impact in the community, we can build young adults with a greater sense of self-worth and foster a desire for meaningful community engagement.

The following are the objectives GCA believes will address the needs outlined in our assessment:

- GCA must develop funding necessary to ensure students attend the program regardless of their ability to pay.
- GCA must develop programming that engages youth in an exciting manner and offers them a sense of accomplishment.
- GCA will provide opportunities to learn skills that prepare youth for future employment.
- GCA would like to see measured improvement one year following the student's enrollment date.

## Funding Request

Garden City Arts is seeking \$9,000 from the City of Garden City to assist with the Garden on the Gogh. The outline of expenses is listed below:

	City grant	Other sources
Director	\$1,567	\$32,224
Instructors	\$4,160	\$0
Program expenses	\$1,254	\$1,681
Facility expenses	\$2,019	\$9,168

Funding for the director would cover time spent coordinating meetings and events and selecting qualified instructors. Monies directed towards instructors would allow GCA to hire four individuals to teach for one hour every week of the year. Program expenses cover the cost of any art supplies necessary. The last item covers the cost of operation during the percentage of time the class meets in our facility.

GCA is aware this is not a one-time program and continued funding would be necessary to support the program in the future. The organization is currently in the process of increasing our marketing campaigns and donor base to meet that need. GCA is confident through continued aggressive efforts, additional funding will be secured. Currently we have identified three foundations or grants to assist in funding, which include the Kansas Creative Arts & Industries Commission; the Mariah Fund; and The Harry and Jeanette Weinberg Foundation. We also intend to host a series of fundraising events to highlight the students participating in the program and to assist in procuring money to cover our costs.

# Garden City ARTS

318 North Main Street  
Garden City, KS 67846  
620.260.9700

gardencityarts@gmail.com  
<http://gardencityarts.wix.com/gallery>  
[www.facebook.com/GardenCityArts](http://www.facebook.com/GardenCityArts)

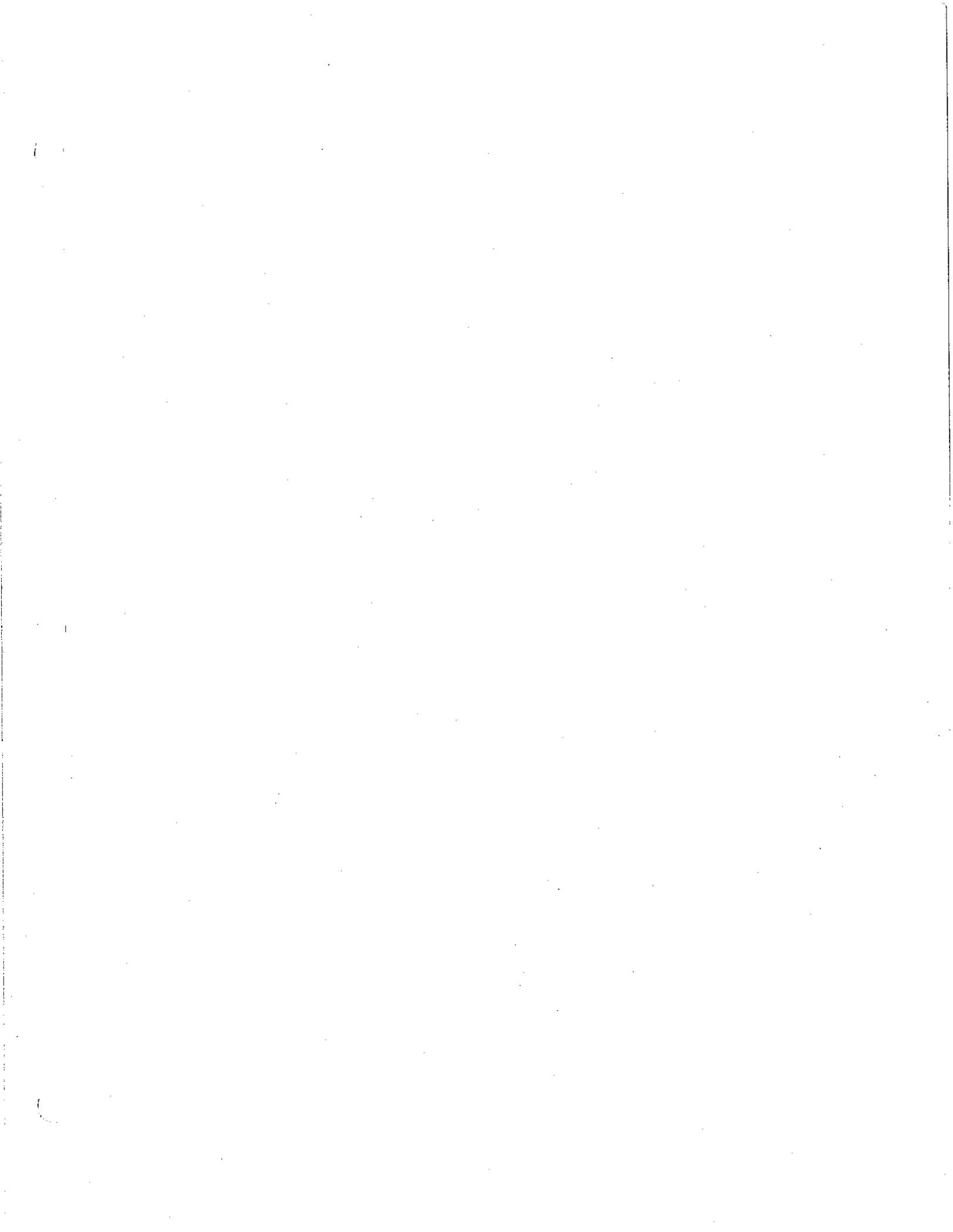
  
*The mission  
of the  
Garden City Arts is  
to enrich lives and  
encourage creativity  
through the arts.*

## 2013 BOARD OF DIRECTORS:

Lara Bors, *president*  
Nancy Harness, *vice-president*  
Elizabeth Baker, *secretary*  
Risa DeVaney, *treasurer*  
Juliann Morland-DaVee,  
*corresponding secretary*  
Jeffrey Weeast,  
*past president*

*Members*  
Deb Huber  
Dominic Varricchio  
Julie Nelson  
Caitlyn Hanneman  
Katy Hopson

Laurie Chapman,  
*executive director*  
Alberto Hernandez-Martinez,  
*part-time gallery attendant*



# Request for Arts Grants Funds

January 2014

**Name of Applicant:** Garden City Downtown Vision

**Name of Project/Program Requesting Funds:** Garden City Welcome Banners

**Amount Requested:** \$3,500

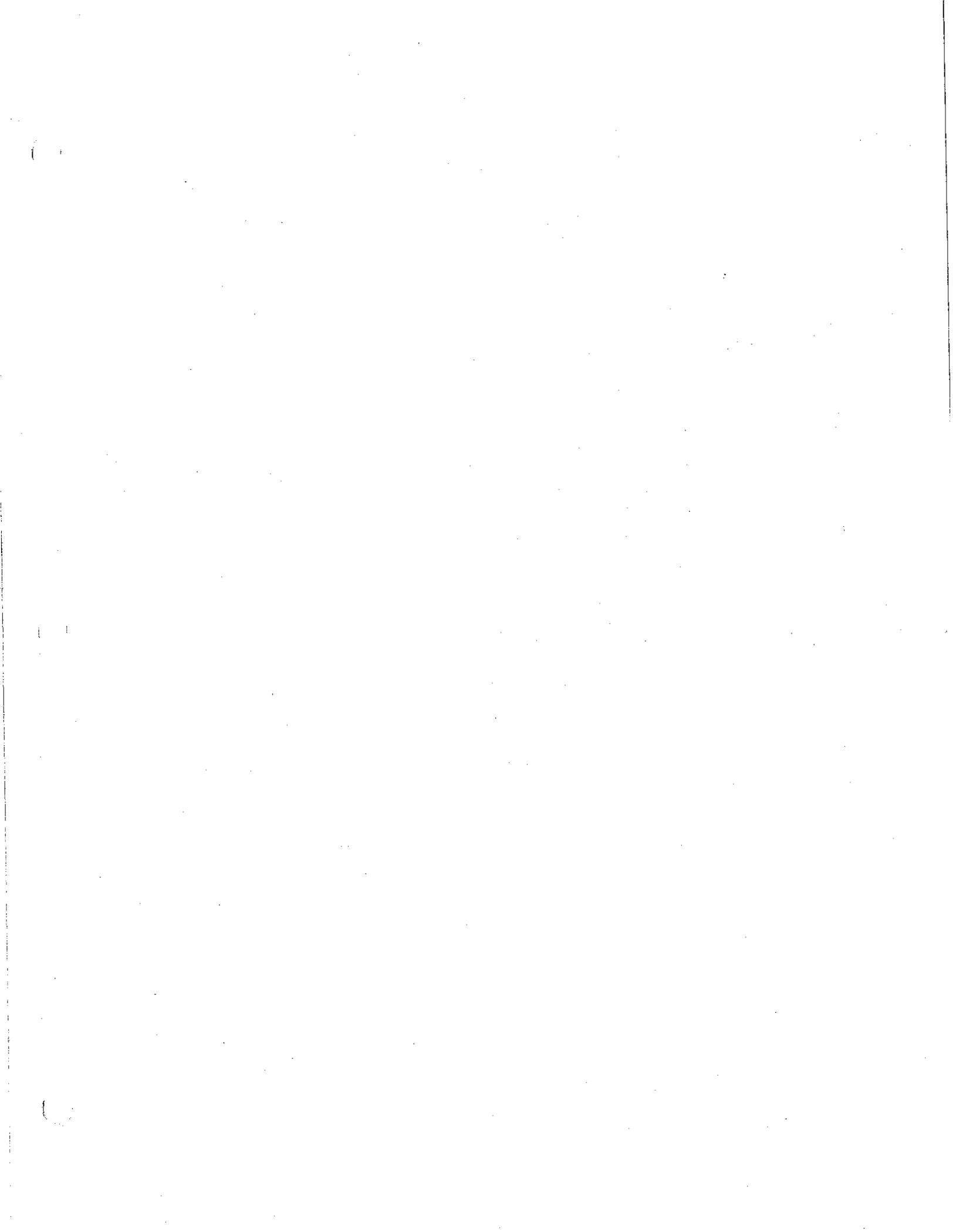
**Description of Fund Utilization:** The requested funding would offset the cost of 27 double sided, 30 in. x 60 in. welcome banners consisting of two high resolution, full color with some sepia toned, and digitalized portraits.

**Project Goal Definition:** The goal of the Garden City Welcome Banners is twofold: 1) to develop a new set of Main Street Welcome banners that can be used throughout the year when there is no upcoming event or holiday and can begin to replace the current worn Welcome light pole canvas signs, and 2) The photographs will, in essence, tell the story of those who have helped develop and make Garden City what it is today.

The 27 banners will consist of photos of founding fathers, places of interest in Garden City, historical landmarks, etc. In general, the people, things and places that make Garden City what it is today. Our hope is to partner with Convention & Tourism on the project and include their "the world grows here" logo and the Downtown logo on them as well.

**Project/Program Occurrence:** Research shows that banners hung year round typically last around 3 years. If these are only hung once or twice a year, they should last about 7-8 years.

**Other Contributors:** In addition to the City, we will make application for funds to the Finney Co. Convention & Visitors' Bureau. Downtown Vision will also be a contributor.



Applicant: Sandhills Art Association, PO Box 36, Garden City, Kansas 67846

Candace Waltz, President; Cecilia Sherraden Vice President; Robyn Valenzuela Secretary; Irene Unruh Treasurer.

Project: Art in the Park. 2014 will be the 45 th year for the local event.

Amount requested: \$5,000.00

Each year members of Sandhills Art Association organize Art in the Park as a local event. This event brings artists from surrounding areas and states, along with local creative who promote and sell their high quality fine art or fine craft. A long standing event in Garden City, this year's event will coincide with Downtown Fall Fest for the fifth year.

*Sandhills Art Association requests funds for the following:*

**Awards funds for artists:** A successful juried art event promotes numerous awards to keep the festival attractive for artists to enter. Current awards consist of Best of Show (500.00), Honor Mention 5 (200.00) and Purchase Award (250.00)

The Association would like to increase the total award monies to 2500.00 total.

**Printing & Marketing:** Current efforts for printing and marketing consist of an annual flyers, and postcards, with a budget of approximately 500.00.

The Association would like to increase the total budget for this to 800.00.

**Advertising:** Current efforts for advertising are spent on budgeted radio ads, web page and Zapp applications with a budget of approximately 2,500.00.

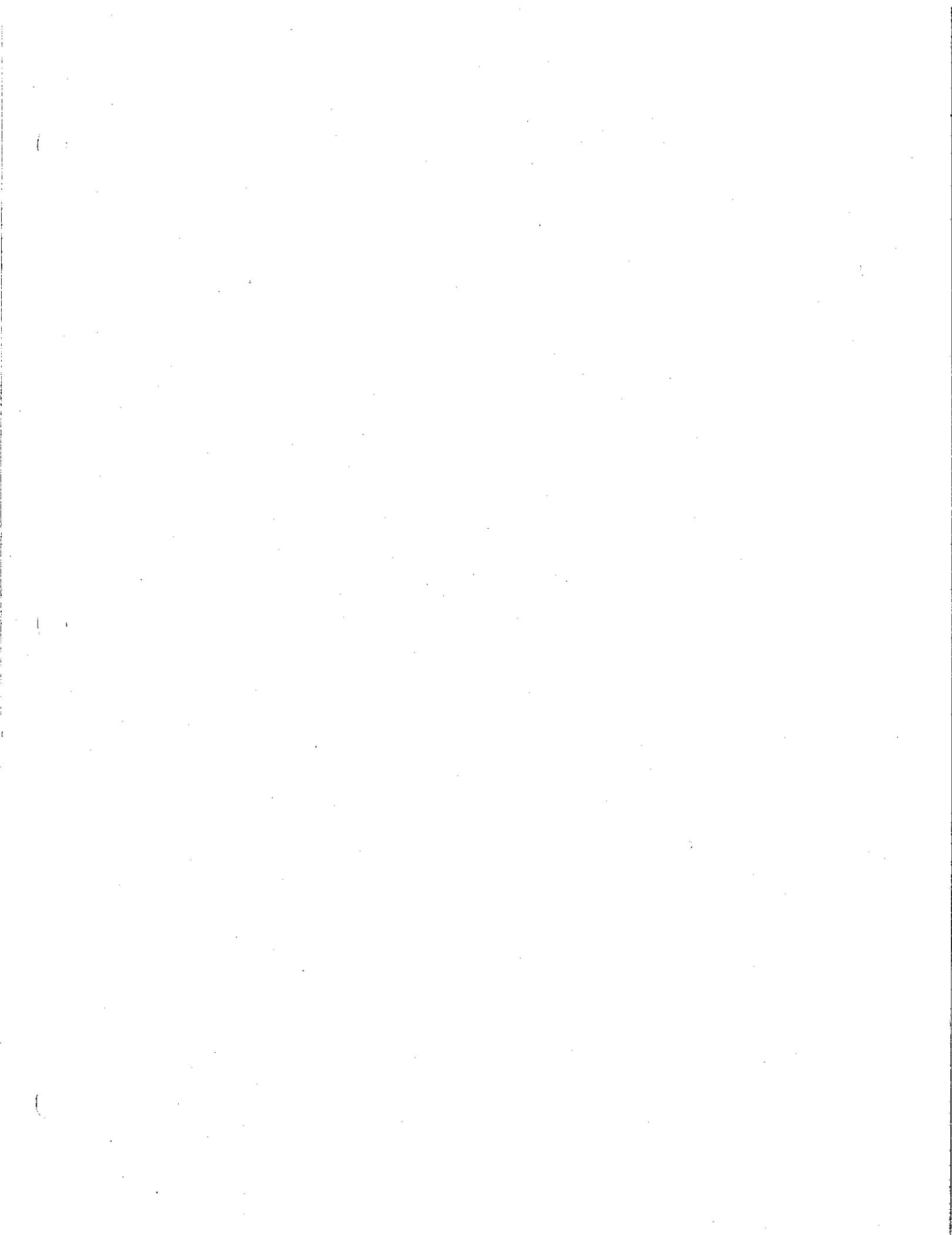
The Association would like to increase this total to 3,500.

**Other:** Security, Postage, and Judging Process are also at minimal budget levels. The Association would like to acquire a judge for the jury process (who usually has to travel to our area) who can be paid their travel to get to Garden City. Current budget for this is 350.00. The Association would like to increase this budget to 500.00

Sandhills Art Association conducts annual fundraising events to help keep the Art in the Park budget alive. It is run solely on these funds. However, more dollars in the budget would allow more exposure and draw to our community by notifying artists and fine crafters to our event. Once artists and crafters begin to return each year, the show will grow... which is our main goal.

Sandhills Art Association is committed to continuing this tradition, along with the efforts of Downtown Vision and the downtown community.

Thank you for your consideration.



## **City of Garden City Arts Grant Application to Request Funds**

**1. Name of Applicant**

Southwest Kansas Live on Stage

P.O. Box 1827

Garden City, KS

67846

Telephone Contact: Wynnell Jones, 620-426-6667

### **PROJECT INFORMATION**

**2. Project:** Continued support of Southwest Kansas Live on Stage, a non-profit community concert organization.

**3. Amount Requested:** \$2,500

**4. The specific use of the money requested as it relates to your entire project or program:**

The grant funds allocated to Southwest Kansas Live on Stage by the City of Garden City would be utilized for partial payment of artist's fees. For the 2014-2015 season the estimated allocation for artist's fees is \$55,000. There will be outreach contacts to different student groups. We strive to keep the membership cost affordable by raising support from the community to offer quality live performance experience to all ages. The quality is maintained because the parent organization in Nashville receives over 200 audition tapes for the final 40 show that will be highlighted at the national summer convention for delegates to view for their local season selections. The balance of our estimated \$76,850 budget is spent with services from local businesses with printing, newspaper ads, sales tax, supplies and insurance, etc.

**5. Identify the goal of the project or program:**

The goal of Southwest Kansas Live on Stage is to provide quality live entertainment to the people and families of Garden City and the surrounding area. Southwest Kansas Live on Stage is a membership supported organization where the annual finances are raised in advance of the next season to be able to sign contracts with artists. Live on Stage strives to bring quality performers to the community at an affordable cost of \$55.00 for adults, \$35.00 for students. For only \$135.00 a family of two adults and their children living at home can experience up to eight live concerts together. There is an emphasis on music education and entertainment for the entire family with many of the artists coming out to the front lobby to sign autographs and meet with the audience. We are making the event even more memorable by having the board members acting as hosts and wearing gold stoles to be available to greet our guests, help with seating and answer any questions. We want to be available for feedback or ideas they may want to relay to us.

**6. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years:**

Southwest Kansas Live on Stage is celebrating its 67<sup>th</sup> year with the 2013-14 season. The attached budget for 2013 is included because our 2014 budget is not yet finalized but will be based on the 2013 budget. We expect 2014 income and expenses to be relatively the same as 2013. The majority of organization income comes from membership support. The membership drive is held in February each year. In order to keep the memberships affordable for all, the Live on Stage volunteers seek additional support from community foundations, corporations and organizations through its sponsor and patron plan contributions, playbill advertising and individual donors. The new "play bill" was supported by the advertisers and sponsors listed in the program.

**7. Identify other contributors (those already committed and those targeted) to your project or program.**

A copy of our current playbill program is enclosed. It showcases the businesses which purchase ads to support the concerts. A current list of sponsors and patron plan

donors with their level of support is also included with this application as well as a list of private donations. The program includes a list of the Live on Stage Board Members. Many volunteer hours are contributed by the board members and the volunteers who promote the concerts. Volunteers also provide meals for the artists and donate cookies for the intermission at each show and usher for the shows. Live on Stage exists because of local volunteers and their support!

**Addendum:**

An invitation to the remaining 2013-14 shows is attached for the City to use with its recruitment efforts. Southwest Kansas Live on Stage is truly a community organization. Without the financial and physical support of local government, businesses, and citizens we would not be able to offer the quality of concerts that we do. We are proud to have been an intergral part of the cultural heritage of Garden City and the surrounding communities for 67 years!

**BUDGET**  
1/1/2013 TO 12/31/2013

**INCOME**

Investment Income	100
2013-2014 Corporate Sponsor	15000
2013-2014 Grants	11000
2013-2014 Patrons	9000
Memberships	42000
Single Show Memberships	500
Other Income	2000
Advertisement Receipts	<u>2500</u>
<b>Total Income</b>	<b>82100</b>

**EXPENSES**

Artist Allowance	55000
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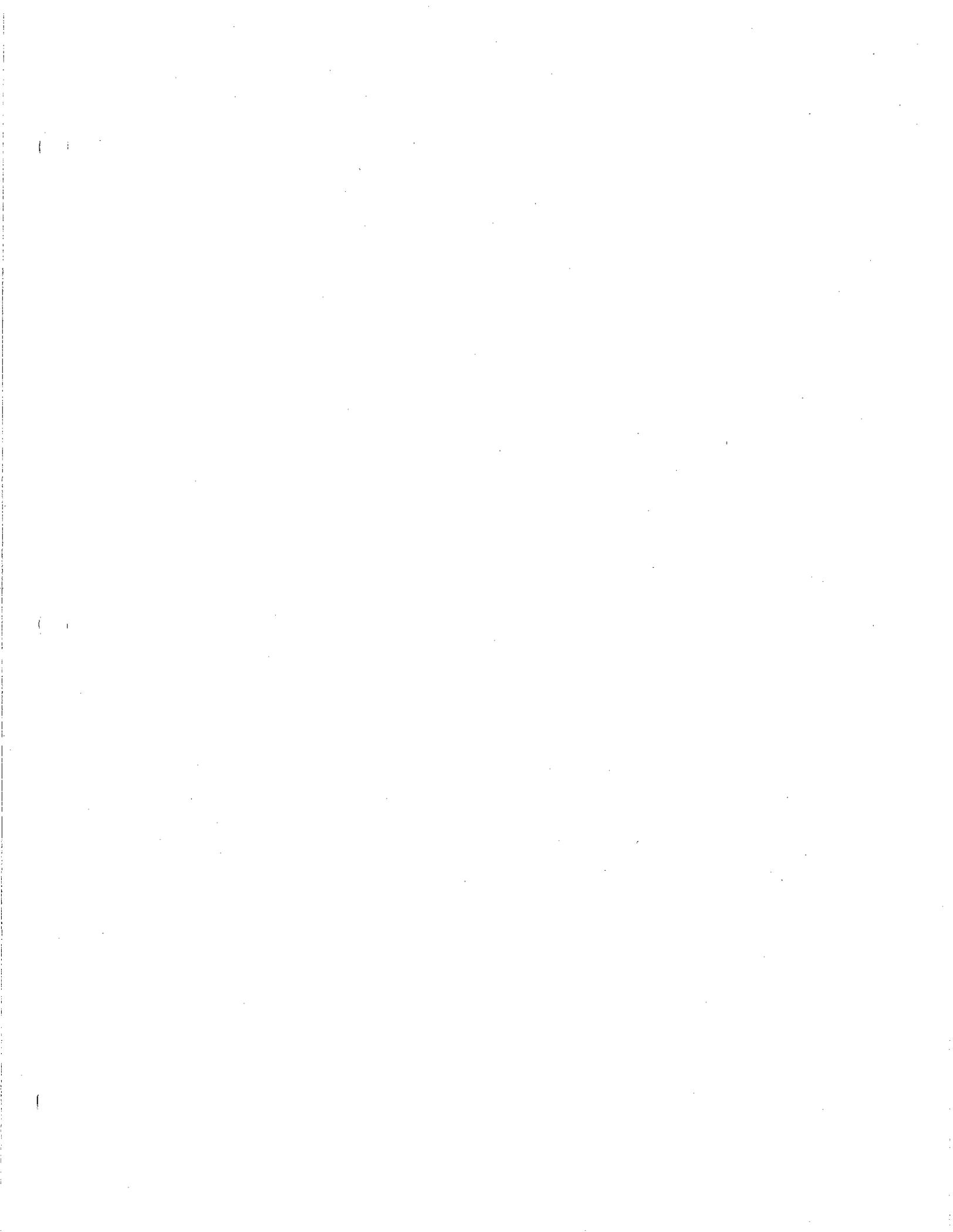
**MEMBERSHIP CAMPAIGN**

Advertising	2000
Postage (Membership Campaign)	400
Printing (Membership Campaign)	1800
Supplies (Membership Campaign)	300
Kick Off Meeting	<u>300</u>
<b>Total Campaign Expenses</b>	<b>4800</b>

**OPERATING EXPENSES**

Annual Meeting	100
Registration	700
Booking Meeting	100
Artist Lodging & Food	200
BMI & ASCAP Fees	600
Other Fees	350
Insurance	840
Equipment	2500
Insurance (Bond)	300
Miscellaneous	300
P.O. Box Rent	70
Internet Web Site	690
Piano Tuning	300
Postage (Operating Expenses)	200
Printing (Operating Expenses)	2000
Programs	2500
Sales Taxes	3700
Stage Hands	700
Supplies (Operating Exp.)	<u>900</u>
<b>Total Operating Exp.</b>	<b>17050</b>

**TOTAL EXPENSES 76850**



To Whom It May Concern,

Here is the information for Steps Dance School to apply for the 2014 City Arts Grant. Please read the history and goals below.

1. Sabrina Montez, Steps Dance School
2. 2014 Nutcracker Presentation
3. Requesting \$5,000.00
4. The requested money will be used for repairing and updating props and costumes & to offer scholarships for dance tuition. (Please read history and goals)
5. This is an ongoing biannual event, Future funding will continue to be through fund-raisers and donations.
6. Previous Year Sponsors and Donors

Berta s flowers

Tim Hanigan dds ms

SW pesticide inc

Garden city coop

Weathercraft roofing

Garden city gymnastics

Overhead door company

Brooke Jantz photography

It s magic

Pizza hut

Cag dairy

GC company

Paper graphics

Dr. Kurt Kessler

Empire calf ranch

Wasinger chiropractic

Garden city optometrist

Baier family chiropractic

Golden plains credit union

First National bank of Syracuse Johnson and garden city

Cherry insurance

Western motors

Tranquility salon and spa

Lewis Hooper and dick llc

Samy s & Clarion

Garden City Company

El Rancho Café

Western state bank

Reeve Cattle Company

Linenberger Fine Jewelry

The Super Store

Splatter Works

Main Palmer Family Dentistry

Accelacare

Zumba Fitness with Kristi

Klotz Sand  
Sequoyah 8 Movie Theater  
Sunflower Electric  
Traditions  
Valley State Bank  
The Appliance and Furniture Mart  
Baier Family Chiropractic  
Garden City Optometrist  
Cinnamon Bear  
Paper Graphics  
Cimarron Dairy  
Plaza Medical Center  
Heritage Feeders  
Pepsi  
D & H homes  
First National Bank of Holcomb  
Nstyle Salon  
Jax Sports Grill  
Moo Yah  
N8 s Construction  
Smart Construction  
El Conquistador  
Garden City Farm Equipment  
Wasinger Chiropractic  
Farm Bureau Financial Services  
Screen Printing and Specialties

#### Nutcracker History and Goals

My name is Sabrina Rishel-Montez I am the owner and one of the 5 instructors at Steps Dance School. We are applying for funds to help fund our 2014 bi-annual Nutcracker that will be held in December 2014 and to offer scholarships for tuition.

Steps Dance School has been established in Garden City since August of 2002. In that time we have put on 6 biannual Nutcrackers that over 130 local and surrounding community kids participate in. The Nutcracker is a long time Christmas tradition in many cities, and a tradition I grew up performing in, in Pueblo Colorado. The Nutcracker became a huge part of our family Christmas celebration that we wanted to share it with this community.

In the past we have done fundraising for the Nutcracker by selling personal & business ads in the program, sponsorships to local business, and we host a Sugar Plum Fairy Tea, everything else is out of pocket. Because we are not a non-profit we are limited to ways to collect funds. This Nutcracker presentation is open to the whole community to participate in. There is no cost to the participants. Our very first Nutcracker consisted of about 3 dozen community participants including adults and high school students. Our last Nutcracker in 2012 had over 140 participants ranging in ages from 3 years old to adults. This is a great opportunity for the youth to gain public performance experience and pride in their community and themselves.

Last year The Nutcracker cost around \$8,000 to put on. This price includes rental of the stage at Clifford Hope for a week, rent to apply to a larger space for large group practice, rent for a space to hold the sugar plum fairy tea, costume additions & improvements (we try and reuse the costumes every year, but the 1st Nutcracker had 23 participants in it so we have had to add quite a few costumes to the collection. The parents and families volunteer their time and talents in order to make this presentation possible. No one receives any personal profit from these presentations. Participants that are involved in the Nutcracker are not charged to be in it, it is voluntary, open to anyone in the community, and they do not have to pay for costumes. Purchase of additional props, advertising, tickets, choreographers, maintenance of current props and scenery have been done with the funds and donations raised.

Those that volunteer start practicing in June and practice every weekend, Saturday & Sunday, (minus Thanksgiving week) until the show week which is a week-long practice. My weekly dance classes also participate in the Nutcracker and start working on their part of the show from August until December. Stage volunteers start getting props ready on the weekends in August. Having an assistant would allow us to practice during the week while I am teaching weekly dance classes & then would allow those that are volunteering to have some Sundays free.

Since most of the costumes are 10+ years old they have had some wear and tear, it would be amazing to be able to update those costumes with new costumes either by purchasing brand new costumes which is very expensive (for a minimum costume price they start about \$50 each and can exceed in price up to \$1,000) or by hiring a local seamstress to make new costumes for us.

In the Nutcracker there are 4 scenes, 1st scene is the Family Christmas party, 2nd scene is the fight scene where the Nutcracker comes to life, 3rd scene is the land of snow which they must pass through to enter the Nutcrackers kingdom, and 4th scene is the Land of sweets which is the Nutcrackers Kingdom. We currently have 2 scenes painted by local artists (Aimee McIendon, & Jennifer Wright). We would like to be able to add the remaining two scenes which would start at \$1,000 each.

Finding a male lead role to partner the Sugar Plum Fairy is something we end up doing without. In 2012 we were fortunate to find a High School boy that graciously tried to learn to dance and work on lifts this was the 1st time that the pas de deux was performed in the Garden City Nutcracker. We would very much like to get more participation from the community, especially male participants for the Party scene and Nutcracker/Mouse battles. In the future we are looking at bringing in a professional male dancer to perform some of these parts.

We would like to be able to do is perform the Nutcracker more than one weekend. The first 5 years of Nutcracker we only had 2 shows Friday night and Saturday Afternoon. In 2012 we did 4 shows Friday Evening, Saturday Afternoon, Saturday Evening, and Sunday afternoon. All four shows were sold out. We had families from surrounding communities attend these productions (Dodge City, Ulysses, Scott City, Lakin, Syracuse just to name a few).

I would also like to be able to offer scholarships for Steps Dance School students. There are so many kids in this area that would like to take dance but their parents can't afford it. We are also starting to take students to New York for a week so they can dance at several of the Broadway dance studios, experience

several Broadway shows, and perform at landmarks this trip costs \$2,500 and has been limited to those that can afford it. I would love to be able to help and offer dance lessons to more students in the area. Tuition for a student for a semester is approximately \$275, this includes tuition for 1 class a week for 5 months, shoes, dance attire, and costume for the Annual May recital (students are responsible for purchasing their own costume for this show). We have done several fundraisers to help parents with the costs of costumes, and to help them be able to afford workshops that we attend annually.

The Nutcracker does an amazing job of bringing families, students and the community together to make the performance happen. The first Nutcracker was done with approximately 3 dozen adults and high school students. Bringing both teen boys and girls together dancing. It has since grown to over a 130 participants from 2 to adult along with parents helping build and maintain scenery, local seamstresses volunteering for costume maintenance and creation, to all kinds of support.

Steps Dance School has been a local business in Garden City for 13 ½ years and we plan on remaining here Nutcracker and all. I am asking for \$5,000 to assist with the biannual Nutcracker production and scholarship assistance for Steps Dance School students.

Sincerely,

Sabrina Montez

Studio Address:

1620 E. Kansas Ave. Suite B, Garden City, KS 67846

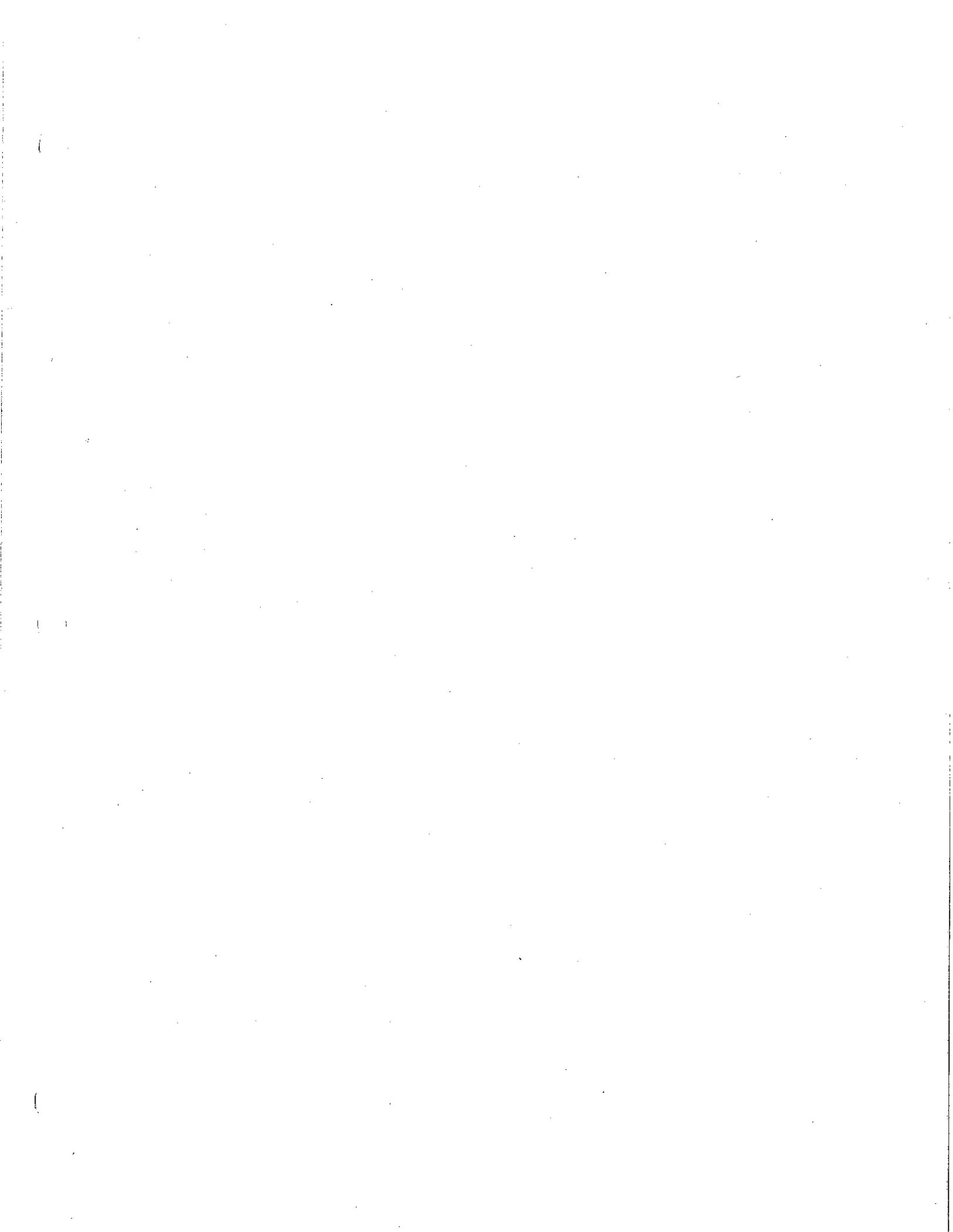
Mailing Address:

611 N. 3rd St., Garden City, KS 67846

620-290-2089

[www.stepsdance@cox.net](mailto:www.stepsdance@cox.net)

[stepsdance@cox.net](mailto:stepsdance@cox.net)



# Tumbleweed

## FESTIVAL Garden City's Music & Arts Festival

Thank you for the opportunity to be considered for the City of Garden City Arts Grant.

The Tumbleweed Festival is a festival that celebrates the arts as well as the community. Since inception, the festival has developed into a sampler style festival filled with tremendous regional, national, and international musical performers from various musical genres as well as fun and engaging children's activities and acts. Supported by enduring community partnerships with businesses and individuals, the Festival is an amazing display of the local civic pride.

A popular area at the Festival is the Children's Arts and Crafts Tent Program. In previous years, the Arts and Crafts Tent included various children's art projects ranging from "make and take" to collaborative decorating pieces. In 2013, we started to expand the Arts and Crafts Program by adding a few artists who were willing to display their art. For the 2014, we would like to continue to expand the Arts and Crafts Program by adding additional artists and/or demonstrators of the arts to further develop, educate, and encourage our art patrons. We are considering a variety of artists, who will display their art for resale, perform, or provide lessons and tips to our patrons.

Many area individuals and businesses contribute significant financial and other material resources to make the Festival a premier event of Southwest Kansas. A fund raising plan has been implemented to contact new and established partnerships to help support all programs of the Festival. Our funding plan is re-evaluated and established annually during our budgeting process to meet the needs of the upcoming festival.

The Tumbleweed Festival is requesting \$3,000 from the Arts Grant to support the Children's Arts and Crafts Tent Program at the 2014 Tumbleweed Festival. A contribution from the Arts Grant will give us the jumpstart we need while we continue to implement our recently developed fund raising plan.

We hope that you will find it in your hearts and budget to support this program. If I can provide additional information to encourage consideration of our request, please feel free to contact me at 620-923-6095.

Sincerely,

Tumbleweed Festival Board of Directors

# MEMORANDUM

**TO:** City Commission  
**FROM:** James R. Hawkins, Chief of Police  
**DATE:** February 26, 2014  
**SUBJECT:** Police / Citizen Advisory Board Recommendation



I am recommending Helen Batchelder and Jacob Bradshaw be accepted to serve as a members of the Police/Citizen Advisory Board.

The board would welcome Ms. Batchelder and Mr. Bradshaw as new members. Ms. Batchelder would serve as the Business member and Mr. Bradshaw would serve as a Citizen at Large.

If approved, the Police/Citizen Advisory Board would be left with six vacancies; GCCC Student, High School Student, Religious Community, Social Services, African American and Hispanic Representatives.

Your thoughtful consideration is appreciated.

James R. Hawkins  
Chief of Police

**GARDEN CITY IS MY TOWN TOO!**

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

NAME: Helen Batchelder HOME PHONE: 620-276-9100

ADDRESS: P.O. Box 1168 WORK PHONE: 620-276-9100

E-MAIL ADDRESS: helenjb@wbsnet.org

OCCUPATION (if employed): Liquor Store Owner

PLACE OF EMPLOYMENT: The Watering Hole LLC

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? All my life (52 years)

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

Want Garden City to be a better place.

OTHER APPLICABLE EXPERIENCE: \_\_\_\_\_

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

Airport

Lee Richardson Zoo

Alcohol Fund Advisory Board

Parks & Tree

Building Safety Board of Appeals

Planning Commission

Cultural Relations

Police/Citizen

Golf

Recreation Commission

Environmental Issues Board

Traffic Committee

Landmarks Commission

Youth Council

Local Housing Authority

Zoning Board of Appeals

**RETURN THIS FORM TO:**

City Manager's Office – Attn: Celyn  
City Administrative Center  
P.O. Box 499  
Garden City, KS 67846-0499

620-276-1169

**GARDEN CITY IS MY TOWN TOO!**

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

NAME: Jacob Brookshaw HOME PHONE: \_\_\_\_\_

ADDRESS: 1022 Ioge WORK PHONE: 620-640-7581

E-MAIL ADDRESS: Jacob.Dinger@yahoo.com

OCCUPATION (if employed): Direct Support Staff

PLACE OF EMPLOYMENT: ResCare

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 16 years

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

I want to go into politics when I am older. I care about my city, I would like to help and make a difference

OTHER APPLICABLE EXPERIENCE: Former president of my school's Student Council

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

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

**RETURN THIS FORM TO:**

City Manager's Office – Attn: Celyn  
City Administrative Center  
P.O. Box 499  
Garden City, KS 67846-0499

# Consent Agenda

# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 27 February 2014

**RE:** KDOT FY 2015 KLINK PROJECT AGREEMENT

## ISSUE

KDOT has prepared for Agreement No. 41-14, for the FY 2015 KLINK project, on Kansas Avenue from 200 feet east of Center Street to Anderson Street. The Governing Body is asked to authorize the Mayor and City Clerk to execute the agreement.

## BACKGROUND

The City applied for this project last March. It is an extension of the FY 2014 KLINK project which reconstructs Kansas Avenue from 400 feet west of Center toe 200 feet east of Center. We would recommend that the Governing Body authorize staff to request that KDOT combine the 2014 and 0015 projects for letting as a single project in 2015.

## ALTERNATIVES

- 1) Approve the agreement and authorize the request to combine the 2014 and 2015 projects.
- 2) Approve the agreement but keep the 2014 and 2015 projects separate.
- 3) Defer action until a later date.

## RECOMMENDATION

Staff recommends Governing Body approval of the agreement and combination of the 2014 and 2015 projects.

## FISCAL

The City will need to budget funding for this project in 2015 and also borrow funds from the Community Trust Fund for the KDOT share until repaid by KDOT upon completion of the project.



## **Engineering Department**

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

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

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

PROJECT NO. 156-28 U-0203-01  
KLINK RESURFACING PROJECT  
CMS CONTRACT NO. \_\_\_\_\_  
CITY OF GARDEN CITY, KANSAS

## A G R E E M E N T

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

### R E C I T A L S :

- A. The City has applied for and the Secretary has approved a KLINK Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on >K-156, a city connecting link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

**NOW, THEREFORE**, the Parties agree as follows:

## A R T I C L E I

### DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

**1. City Connecting Link** - a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

**2. KLINK Resurfacing Program** - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to a maximum of \$200,000.00 per fiscal year of state funds. The KLINK Resurfacing Program is for contract maintenance only.

3. **Project** - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK Resurfacing Program for K-156, from 200 feet East of Center Street to Anderson Street, in Garden City, Kansas.

4. **Eligible/Participating Bid Items** - all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for KLINK funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

5. **Non-Eligible/Non-Participating Bid Items** - items typically non-eligible for KLINK funding include but are not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

6. **Fiscal Year (FY)** - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Reimbursement of Project Costs.** The Secretary agrees to reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$200,000.00, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceed \$400,000.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, or items not participating in the KLINK Resurfacing Program.

2. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

## ARTICLE III

### CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK Resurfacing Program for this Project.

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

4. **Indemnification by Contractors.** The City will require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. **Design, Letting, and Administration.** The City will prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, let the contract, and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual.

6. **Responsibility for Adequacy of Design.** The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation,

expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

7. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year; otherwise, the City agrees the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PPS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

8. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

9. **Future Encroachments.** The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.

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

11. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

12. **Permanent Traffic Control.** The City shall conform the location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by a public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference, and shall be subject to the approval of the Secretary.

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

14. **Final Design Plans.** The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-

participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

**15. Program Administration.** In addition to complying with all requirements contained in Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

**16. Discrimination Laws.** The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; and (d) include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated or suspended in whole or in part.

**17. Prevailing Wages.** The City will require the contractor to pay prevailing wages. The City will incorporate into the construction contract the current general wage decision for the county in

which the Project is being constructed. The City can obtain the current wage decision from the KDOT Bureau of Construction and Materials website.

**18. Inspections.** The City will provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

**19. Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the KLINK Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

**20. Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final design plans and specifications.

**21. Final Acceptance.** Prior to issuing final payment to the contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

**22. Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

**23. Reimbursement Request.** The City will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

**24. Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

## ARTICLE IV

### GENERAL PROVISIONS:

**1. Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

2. **Incorporation of Final Plans.** The final design plans and specifications are by this reference made a part of this Agreement.

3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

4. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project length
- c. Project location
- d. Project scope

**Items b, c, and d require an attached map to scale.**

It is further mutually agreed during construction, the City shall notify the Secretary of any changes in the plans and specifications.

5. **Civil Rights Act.** The “Special Attachment No. 1,” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

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

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

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

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

10. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

11. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or designee.

***The signature page immediately follows this paragraph.***

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

ATTEST:

THE CITY OF GARDEN CITY, KANSAS

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
MAYOR

(SEAL)

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

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

## KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

### NOTIFICATION

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

### CLARIFICATION

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

### Nondiscrimination Clauses

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

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

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

### CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

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



# MEMORANDUM

**TO:** Governing Body  
**FROM:** Sam Curran, Director of Public Works  
**DATE:** February 28, 2014  
**SUBJECT:** Purchase Request on Vehicle Bids

---

CITY COMMISSION

DAN FANKHAUSER,  
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

## **ISSUE**

Staff is requesting Governing Body consideration of accepting the low bid from Burtis Motor Company for the following items:

- 3/4 Ton 2WD Chassis Only (1)
- 4WD Half Ton Pickup (2)

## **BACKGROUND**

Bids were opened on the February 27, 2014 in the Administration Building at 10:00 a.m. for one (1) 3/4 Ton 2WD Chassis Only and two (2) 4WD Half Ton Pickups. Burtis Motor was low bidder for both items. Delivery date will be 8-10 weeks from approval of the bid.

Staff has attached the bid tabulation sheet for your review.

## **RECOMMENDATION**

Staff recommends Governing Body consideration and approval for the purchase of the following items from Burtis Motor:

- One 3/4 Ton 2WD Chassis Only - \$21,779
- Two 4WD Half ton Pickups - \$23,596 each = \$47,192

## **FISCAL NOTE**

3/4 2WD Chassis Only - \$21,779 fund cite #032-21-211-6100.13; Budgeted Amount \$42,000.

4WD Half Ton Pickup - \$23,596, fund cite #001-14-135-6100.09; Budgeted Amount \$29,000.

4WD Half Ton Pickup - \$23,596, fund cite #001-14-144-6100.08; Budgeted Amount \$24,000.

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

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

**CITY OF GARDEN CITY  
2WD HALF TON PICKUP**

**BID TABULATION SHEET**

Date & Time: Thursday, 27 February 2014 10:00 a.m.  
 Equipment: One (1) 3/4 Ton 2WD Chassis Only  
 Location: City Hall

DEPT.                      BUDGET  
STREET                      **\$42,000.00**

<b>BIDDERS</b>	<b>GROSS LIST PRICE</b>	<b>LESS GOVT DISCOUNT</b>	<b>TOTAL CITY COST</b>	<b>DELIVERY DATE</b>	<b>EXCEPTIONS &amp; COMMENTS</b>
Burtis Motor Company Eldon Dailey (620) 275-6171	\$33,626.00	(\$11,847.00)	\$21,779.00	8 - 10 weeks	
Lewis Motor Company Brad Lewis (620) 275-7171	NO BID				
Western Motor Buzz Garner (620) 275-4291	NO BID				

# CITY OF GARDEN CITY

## 4WD HALF TON PICKUP

Bid Tabulation Sheet

Date & Time: Thursday, 27 February 2014 10:00 a.m.  
 Equipment: Two (2) 4WD Half Ton Pickup  
 Location: City Hall

<u>DEPT.</u>	<u>BUDGET</u>
<b>Zoo</b>	<b><u>\$24,000.00</u></b>
<b>Parks</b>	<b><u>\$29,000.00</u></b>

Bidders	Non-Taxable Cost	Less Gov't Discount	Total	Quantity	Total Cost	Delivery Date	Exceptions & Comments
Burtis Motor Company Eldon Dailey (620) 275-6171	\$32,971.00	(\$9,375.00)	\$23,596.00	2	\$47,192.00	8 - 10 Weeks	
Lewis Motor Company Brad Lewis (620) 275-7171	\$32,280.00	(\$4,900.00)	\$27,380.00	2	\$54,760.00	1 week	
Western Motor Buzz Garner (620) 275-4291	\$33,725.00	(\$6,330.00)	\$27,395.00	2	\$54,790.00	6 - 8 weeks	

# Other Entities Minutes

**Garden City Recreation Commission  
Minutes  
Monday, January 20, 2014**

**I. Call Meeting to Order (Introduction of Torre Mohler)**

Chairperson Maria Hardwick called the meeting to order at 5:18pm. She introduces new GCREC Board Member Torre Mohler to the Board. GCREC Board Members present were Anna Urrutia, David DuVall and Marcus Ramos. GCREC Staff present was Superintendent John Washington, Assistant Superintendent Donna Gerstner and Finance Director Terri Hahn.

**II. Approval of Agenda**

John would like to add to the agenda, v. New Business, f Approval of Policy 6.17.1 Initial Probation change and g. Approval of adding Severe Weather Policy. Motion by David DuVall to approve the amended agenda, seconded by Anna Urrutia. Motion carried with all in favor.

**III. Consent Agenda**

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

- **Minutes of Regular Meeting December 16, 2013**
- **Financial Reports for December 2013**
- **Staff Reports for January 2014**
- **Participation Reports**

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

**IV. Superintendents Report**

- **Citizens Academy (David DuVall)** – Mr. DuVall discussed the issues at hand on projects as a whole and Recreation Commission projects. The CIP committee had several items that required discussion like the “Big Pool” and sports facilities. The new automatic voting units were a distraction and required some thought in how to utilize the units. Overall it’s a good experience on knowing your community’s needs.
- **City of Garden City Commissioner’s Retreat TBA** – they have not announced the date for this.
- **2014 Projects** – Due to the current projects that are at Clint Lightner we will not be submitting a new capital project list until this fall.
- **Sunflower Trails Grant** – Donna wrote this grant for the City of Garden City. Have received funding. Extended trail in Finnup Park, around the park and zoo. Connects to trails system already in place.
- **Lighting/Turf Project** – construction has begun on lighting and turf. Hopefully done by the first of March, when first home game begins (GC High School).
- John informed the Board that he might have to go to Topeka for what is now HB 2534 Recreation commission; conversion of existing recreation systems. If it passes it will allow us to move forward in changing over our tax base from City to USD 457.
- KRPA Conference begins January 26<sup>th</sup> in Wichita. Several staff members will be in Wichita for the week to attend the conference.

**V. New Business**

- a. **Recreation Commission Board recommendation for the replacement of Maria Hardwick.** - This will be tabled until the next meeting.
  
- b. **Donna Gerstner, Asst. Supt. Is submitting for approval will present the 2014 Beverage Bid for approval.** – Assistant Superintendent Donna Gerstner sent out bids for the 2014 Beverage Bid to Pepsi and Coke Cola. Bid was received from Coke Cola. Their bid read:

	1 yr.	
Post-mix, Price (Bag in a Box)	5 gal	\$71.12
	2.5 gal	\$38.55
Co2	\$23.76 plus \$50.00 bottle deposit	
Isotonic Beverages (Gaterade/Powerade	20 oz. Powerade	\$19.44
20oz Carbonated	20oz	\$21.60
Cups – Count per case & Price		
	16oz per 1000	\$58.32
	24oz per 1000	\$58.32
	32oz per 480	\$58.32
2 Liter Bottle		\$11.23

Other incentives (Donations of Products)  
2 liter donation for Christmas Carnival. Pending approval.

Motion by Marcus Ramos to accept the bid from Coke Cola for one (1) year, seconded by Torre Mohler. Motion carried with all in favor.

- c. **Election of Garden City Recreation Commission Board Chair & Vice Chair for 2014** – Chairperson Maria Hardwick open the floor for nominations for Board Chair. Maria Hardwick nominated Anna Urrutia for Chairperson. The motion was seconded by David DuVall. Motion carried with all in favor.

Chairperson Maria Hardwick open the floor for nominations for Vice Chair. David DuVall nominated Marcus Ramos as Vice Chair. The motion was seconded by Anna Urrutia. Motion carried with all in favor.

- d. **Approval of the 2014 Recreation Commission Meeting Calendar.** – Motion by Anna Urrutia to approve the 2014 Recreation Commission Meeting Calendar, seconded by David DuVall. Motion carried with all in favor.
  
- e. **Approval of the 2014-15 Salary Wage Schedule.** – John explained that on the 2014-15 Salary Wage Schedule the items in red for 20114-18 under New MAX are the changes.

Motion by Marcus Ramos to table the 2014-15 Salary Wage Schedule until the next meeting, seconded by David DuVall. Motion carried with all in favor.

- f. **Approval of Policy 6.17.1 Initial Probation change.** – Assistant Superintendent Donna Gerstner explained that this policy was recommended by the Auditors to change. The old policy read:

**6.17.1 Initial Probation** – A Supervisory employee, full-time employee or part-time employee new to the Garden City Recreation Commission shall be engaged on a probationary basis for a period of ninety (90) calendar days. While on probationary status, an employee shall accrue employment leave benefits, although the benefits shall not be granted until after the employee has successfully completed probation. Health Benefits will be granted at sixty (60) days to satisfy the Health Care Act. An employee will be evaluated at the end of the probationary period by the Superintendent/Assistant Superintendent or anyone properly designated by the Superintendent/Assistant Superintendent. An individual's employment shall not continue beyond the end of the probationary period in the absence of an affirmative written performance evaluation.

Added to the policy:

**6.17.1 Initial Probation** – A Supervisory employee, full-time employee or part-time employee new to the Garden City Recreation Commission shall be engaged on a probationary basis for a period of ninety (90) calendar days. While on probationary status, an employee shall accrue employment leave benefits, although the benefits shall not be granted until after the employee has successfully completed probation. Health Benefits will be granted at sixty (60) days to satisfy the Health Care Act. An employee will be evaluated at the end of the probationary period by the Superintendent/Assistant Superintendent or anyone properly designated by the Superintendent/Assistant Superintendent. An individual's employment shall not continue beyond the end of the probationary period in the absence of an affirmative written performance evaluation. **Nothing in this section changes anything about the At Will relationship of this employment.**

Revised 01/20/14

Motion by David DuVall to approve Policy 6.17.1 Initial Probation changes, seconded by Anna Urrutia. Motion carried with all in favor.

- g. **Approval of adding Severe Weather Policy.** – This is a new policy recommended by Staff, which reads:

**Severe Weather Policy**

If the Recreation Commission closes due to severe weather the employee will receive regular pay for the time they are called off work due to the closing not to be counted towards overtime. Part time or seasonal will not be paid.

Employees that are needed to work to clear parking lots or clear debris will be called in and must report to their supervisor as needed. Employees scheduled for time off will not be compensated for severe weather pay.

If the Recreation Commission is open but the staff is unable to drive in to work or chooses to not come in then because of the road conditions/weather then they are allowed to take vacation or personal leave time.

Approved 01/20/14

Motion by Anna Urrutia to approve the Severe Weather Policy as written. The motion was seconded by Torre Mohler. Motion carried with all in favor.

#### **VI. Old Business**

#### **VII. Executive Session-Recreation Board will go into executive session at 6pm for the purpose of discussing personnel and or real property.**

Motion by David DuVall to go into executive session for thirty (30) minutes, seconded by Marcus Ramos. Motion carried with all in favor.

Went into executive session at 6:07pm

Out of executive session at 6:30pm.

No Action Taken.

#### **Garden City Recreation Commission Questions and Comments**

#### **VIII. Adjournment**

Motion by Torre Mohler to adjourn, seconded by Marcus Ramos. The meeting adjourned at 6:32pm.

Terri Hahn  
Secretary

Approved February 24, 2014



# GARDEN CITY RECREATION

## AGENDA - Garden City Recreation Commission

Regular Meeting

Monday – February 24, 2014, 5:15 P.M.

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

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### I. Call Meeting To Order

### II. Approval of Agenda

### III. Consent Agenda

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

- Minutes of Regular Meeting January 20, 2014
- Financial Reports for January 2014
- Staff Reports for February 2014
- Participation Reports

### IV. Superintendents Report

- CIP Projects
- Clint Lightener Turf/Lighting Project
- Fansler Field Renovation Project
- HB 2534 by House Committee on Local Government
- 

### V. New Business

- a) Superintendent is seeking approval for reimbursement of \$27.16 for the purchase of 2-30 pack micro fiber towels.
- b) Approval of Policy 8.3.8, Pay for Annual Leave Accrued.
- c) Superintendent is asking for approval of one new job description and one new Recreation Commission Position.
- d) Superintendent is asking for approval of one new job description and a change of title to the Recreation Commission Policy Manual.
- e)

### VI. Old Business

- a) Approval of the 2014-15 Salary Wage Schedule
- b)

### VII. Executive Session – (Applies only if requested by Staff and/or a Board Member) Recreation Board will go into executive session for the purpose of discussing (personnel, contracts and/or real property). The Recreation Board will reconvene into open session at upon completion.

### GARDEN CITY RECREATION COMMISSION QUESTIONS & COMMENTS

### VIII. ADJOURNMENT

#### Next Meeting

March 24, 2014

Activity Center @ 5:15pm  
310 N. 6<sup>th</sup> Street, Room 112

**Garden City Police Department**  
**Police Citizen's Advisory Board**  
**February 18, 2014**

**Present:** Sergeant David Wheet; Charles Allen; Stephanie Percival; Sabrina Rodriguez; Dan Le; Brandon Neeb.

**Not Present:** Chief Hawkins; Connie Bonwell; Alicia Weber.

The meeting convened at 1730.

Sergeant Wheet led the review of the Master Activity Reports for the month of January 2014.

Sergeant Wheet stated the KLETC graduation will take place on February 28.

Sergeant Wheet notified the board of Master Patrol Officer Markel's resignation and wished him well.

Recruitment efforts by the Garden City Police Department were discussed.

The length of time it takes for an officer to go through the Kansas Law Enforcement Training Center Academy and the Field Training Program was discussed. It takes approximately one year before an Officer can perform his/her duties on his/her own.

The new Police vehicles and motorcycles were discussed.

The meeting adjourned at 1810.