

**AGENDA**  
**CITY COMMISSION MEETING**  
**Tuesday, August 5, 2014**  
**1:00 P.M.**  
**Amended 08-04-14**

- 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 and discuss the redesign of Environmental Issues Board. Administrative staff will be present and the pre-meeting is open to the public.**
- II. **REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. **APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. **PUBLIC COMMENT    Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
  - A. Randy Partington, ESGR (Employer Support of the Guard and Reserve) Area Chair for Southwest Kansas, wishes to recognize and honor two GCPD employees.
  - B. Angelica Castillo-Chappel, on behalf of Mexican Community Fiesta requests Governing Body consideration and approval to waive the sign fees and to place a 4'x6' sign at SE corner of Lewis Automotive ad Campus and Fulton Street, in addition to approved signage at NW corner of Stevens Park and south of GCHS entrance one week prior to the event on September 13, 2014.
  - C. Battalion Chief Jim Morris requests Governing Body consideration and approval for the use of public rights-of-way on Sunday, August 24, 2014 from 9:30 a.m. - 3:00 p.m. in order to hold the annual fundraising event for the Muscular Dystrophy Association.
- VII. **REPORT OF THE CITY MANAGER.**
  - A. The Safety Committee has chosen Matthew Hubbard, Utility Worker I in the Water Department as the second quarter 2014 Safety Recognition winner.
  - B. The Kansas Department of Transportation did not select the City's FY 2014 Transportation Alternative project request for East US-50/400 landscaping.
  - C. Director of Aviation Powell will be present to give an update on the Garden City Regional Airport restroom remodel project.
  - D. Public Works Director Curran has included a memorandum to update the Governing Body on the 2014 Street Sealing project.

E. Staff has provided several items of information for Governing Body review including the following: from Fire Chief Shelton the monthly activity report, from Police Chief Hawkins the monthly activity report and from Finance Director Hitz the monthly sales tax receipts.

F. Meetings of note:

- ✓ August 4 – 10, 2014 – Southwest Kansas Pro-Am
- ✓ August 7, 2014 - SHRM of SWKS Business Leadership Conference at GCCC
- ✓ August 14, 2014 – Banner Art Preview Reception at The Golf Club at Southwind at 6:00 p.m.
- ✓ August 23 – 24, 2014 – Tumbleweed Festival at Lee Richardson Zoo
- ✓ September 6, 2014 – A Wild Affair at Lee Richardson Zoo
- ✓ September 11 – 13, 2014 – Garden City Classic at Buffalo Dunes Golf Course
- ✓ September 18, 2014 – Diversity Dinner – Clarion Inn
- ✓ September 19, 2014 – Multi-Cultural Summit – GCCC
- ✓ September 20, 2014 – Fall Fest 2014

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

A. Appropriation Ordinance No. 2369-2014A.

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

A. Ordinance No. \_\_\_\_\_ - 2014, an ordinance establishing a policy for the City of Garden City, Kansas to provide assistance to other counties, cities, and townships during disasters, pursuant to K.S.A. 12-16,117.

B. Governing Body consideration and approval of the rezone and the final plat for Clarion Park Estates located at the northwest corner of Spruce Street and Jennie Barker Road.

1. Ordinance No. \_\_\_\_\_ - 2014, an ordinance approving the rezoning of land from “A” Agriculture District to “R-1” Single Family Residential District; amending the zoning ordinance and the district zoning map of the city.

2. Ordinance No. \_\_\_\_\_ - 2014, an ordinance approving the rezoning of land from “C-1” Neighborhood Shopping District to “R-3” Multiple Family Residential District; Amending the zoning ordinance and the district zoning map of the city.

3. Governing Body consideration and approval of the final plat for Clarion Park Estates.

C. Ordinance No. \_\_\_\_\_ - 2014, an ordinance regulating noise in the City of Garden City, Kansas: defining terms and conditions related to regulation of noise; specifying maximum noise levels acceptable in Zoning Districts, referred to as City Districts and zones in the Zoning Regulations of the City; creating new Sections 62-21, 62-22, 62-23, 62-24 and 62-25 to the Code of Ordinances of the city.

D. 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. (north of railroad tracks between 13<sup>th</sup> Street and Taylor Avenue)

- E. 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. (2517 N. Main Street – blue Dodge Neon and white Oldsmobile, 157 Honey Bee Street – red Chevy truck and 1712 St. John Street – red Chevy SUV)
- F. Resolution No. \_\_\_\_\_ - 2014, a resolution authorizing the removal of tree nuisance from the property listed below in the City of Garden City, Kansas, pursuant to section 94-64 of the Code of Ordinances of the City of Garden City, Kansas. (504 N. 3<sup>rd</sup> Street)

**X. OLD BUSINESS.**

- A. Bond Counsel Mary Carson has provided an Ordinance authorizing the 2014 Capital Improvement Projects which require bond financing this year. Financial Advisor Chuck Bouilly has provided the Fiduciary Engagement Agreement for Governing Body approval.
  - 1. Ordinance No. \_\_\_\_\_ - 2014, an ordinance authorizing the City of Garden City, Kansas to construct certain main trafficway improvements in the city and authorizing issuance of general obligation bonds of the city to pay the costs thereof.
  - 2. Ordinance No. \_\_\_\_\_ - 2014 an ordinance of the City of Garden City, Kansas, authorizing the city to make certain public building improvements and authorizing the city to issue general obligation bonds in an approximate principal amount of \$1,726,978 to pay costs of the improvements.
  - 3. Fiduciary Engagement Agreement with George K. Baum & Co. is recommended for approval.

**XI. NEW BUSINESS.**

- A. Governing Body consideration and approval of a Settlement Agreement and Release between the City of Garden City, Kansas and Wheatland Electric Cooperative, Inc., in Case no. 14 CV 10, In the District Court of Finney County, Kansas, captioned-Wheatland Electric Cooperative, Inc. v. City of Garden City, Kansas, concerning the annexation of the Garden City Waste Water Treatment Plant and the statutory compensation related thereto.
- B. Governing Body consideration and approval to move forward with the Investment Grade Audit with Siemens Inc. and authorize the Mayor to sign the agreement.
- C. Advisory Board Recommendations:
  - 1. Cultural Relations Board – 2 appointments
- D. **Consent Agenda for approval consideration:** (The items listed under this “consent agenda” are normally considered in a single motion and represent items of routine or prior authorization. Any member of the Governing Body may remove an item prior to the vote on the consent agenda for individual consideration.)

1. Governing Body consideration and approval of professional services with Austin Peters Group and CivicHR to overhaul the City performance management system in the amount of \$24,710.
2. Governing Body consideration and approval of an extension agreement with Wellness Innovations and Nursing Services, Inc.
3. Governing Body consideration and acceptance of bids received July 29th for Phase 2 construction of Lareu Road and Stone Creek Drive for the Samy Addition development, and authorization for the Mayor and City Clerk to execute the contracts.
4. Governing Body rejection of bids received July 29th for the Harding Street Lift Station Rehabilitation, which exceeded the Engineer's Estimate.
5. Governing Body consideration and acceptance of a utility easement from Paul A. Kornechuk in Lot 27, Block 1, Jones Addition.
6. Governing Body consideration and approval of a request from Garden City Community College for an underground communications cable on Campus Drive between the main campus and the football field.
7. Governing Body consideration and approval of a professional services agreement between the City of Garden City, Kansas and The Architect for the design of the proposed addition to the Electric Service Center.
8. Quit Claim Deed from Lawrence H. Davis transferring Spaces 7 & 8, Lot 104, Zone A of Sunset Memorial Gardens to Lawrence Kent &/or Kay Davis.
9. Permission for Juan Andrade to reserve Space 7, Lot 30 Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
10. Licenses:

**(2014 New)**

- |   |                                       |
|---|---------------------------------------|
| a) El Patrol Mexican Restaurant .....     | Cereal Malt Beverage                  |
| b) Food Mart #1 .....                     | Cereal Malt Beverage                  |
| c) AGAVE Restaurant .....                 | Cereal Malt Beverage                  |
| d) Elder-Jones, Inc. ....                 | Class A General                       |
| e) Levi Sperry .....                      | Class D-E Electrical                  |
| f) Triple J Fire Alarm Systems, Inc.....  | Class E-F Fire Sprinkler & Protection |
| g) Southwest Kansas Waterworks, LLC ..... | Class E-WC Water Conditioning         |

**XII. CITY COMMISSION REPORTS.**

A. Mayor Cessna

B. Commissioner Dale

C. Commissioner Doll

D. Commissioner Fankhauser

E. Commissioner Law

**XIII. ADJOURN.**

## THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

July 15, 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, July 15, 2014 with all members present. Commissioner Law opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Candace Gamino was present to voice her concerns on code violations within the City. The first issue she identified involved two churches located at 702 N. Main Street and 606 N. Main Street. Ms. Gamino states that 702 N. Main Street has weeds, an overgrown lawn, boards and tarps on the windows and is not a permitted use in the downtown area. The second issue she identified involved ongoing care and maintenance of the vacant house located at 1107 Gillespie Drive and has the same types of problems. Ms. Gamino thanked the City for coming out to do the cleaning at that location. She would like to see if something more could be done.

Shelby Hanneman invited the Commissioners to attend the Odd Couple playing at the State Theater.

Jose Seijas was present and thanked City Manager Allen and the Governing Body for allowing him to speak. Mr. Seijas asked that the Governing Body consider investing more that into the employee benefits package.

Randy Partington, ESGR (Employer Support of the Guard and Reserve) Area Chair for Southwest Kansas, addressed the Governing Body and recognized recently retired Fire Marshal Dan Wimmer and Jim Hemmert from J&J Heating & Air. Their nominations for the Patriot Award were submitted by Juan Barajas-Leon. Barajas-Leon cited their service above and beyond their regular duties.

City Engineer Steve Cottrell received the Government Engineer of the Year Award from the Kansas Society of Professional Engineers at their annual conference in Manhattan on June 19, 2014. City Engineer Cottrell was also sworn in as KSPE President for 2014-15.

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 and code enforcement reports, from Public Works Director Curran the monthly city projects update, from Finance Director Hitz the monthly financials, from Public Utilities Director Muirhead the quarterly report and from Zoo Director Newland the monthly zoo report.

Meetings of note:

- ✓ July 19, 2014 – Bowling for Rhinos at Hard Rock Lanes, 6:00 p.m. – 10:00 p.m.
- ✓ July 23 – 26, 2014 – Finney County Fair
- ✓ July 29, 2014 – Town Hall meeting at City Administrative Center at 7:00 p.m.
- ✓ July 31, 2014 – City Employee Picnic at Finnup Park, Shelter #7 at 6:00 p.m.
- ✓ August 4 – 10, 2014 – Southwest Kansas Pro-Am
- ✓ August 7, 2014 – 2014 SHRM of SWKS Business Leadership Conference at GCCC
- ✓ August 23 – 24, 2014 – Tumbleweed Festival at Lee Richardson Zoo
- ✓ September 6, 2014 – A Wild Affair at Lee Richardson Zoo
- ✓ September 11 – 13, 2014 – Garden City Classic at Buffalo Dunes Golf Course
- ✓ September 18, 2014 – Diversity Dinner – Clarion Inn
- ✓ September 19, 2014 – Multi-Cultural Summit – GCCC
- ✓ September 20, 2014 – Fall Fest 2014

Appropriation Ordinance No. 2368-2014A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,847,021.87,” was read and considered section by section.

Commissioner Law moved to approve and pass Appropriation Ordinance No. 2368-2014A. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2651-2014, "AN ORDINANCE REGULATING WATER UTILITY SERVICE IN THE CITY OF GARDEN CITY, KANSAS; AMENDING CODE SECTIONS 90-112, 90-115, 90-118 AND 90-119; REPEALING IN THEIR ENTIRETY CURRENT CODE SECTIONS 90-112, 90-115, 90-118 AND 90-119; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS," was read and considered section by section. Commissioner Doll moved to approve Ordinance No. 2651-2014. 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	Yea	Yea

Governing Body considered an amendment to Section 12.030, to allow Transitional Supportive Housing in the "P-F", Public Facilities District and to amend Section 24.060 to define the off-street parking requirements for Transitional Supportive Housing.

Sister Trudy Tanner and Nancy Harness were present to answer questions the Governing Body or the public had in regards to the Transitional Supportive Housing.

Ordinance No. 2652-2014, "AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; ADOPTING NEW ZONING REGULATIONS TO REGULATE THE PUBLIC FACILITIES DISTRICT; AMENDING ZONING REGULATION SECTIONS 2.030, 12.030, AND 24.060; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION SECTIONS 2.030, 12.030, AND 24.060. ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS," was read and considered section by section. Commissioner Doll moved to approve Ordinance No. 2652-2014. 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	Yea	Yea

Iglesia Cristiana Discipulos de Cristo requested annexation of an 8.8 acre tract at the northwest corner of Eighth Street and Bellevue Avenue. This is pursuant to an August 20, 2013 annexation agreement.

Ordinance No. 2653-2014, "AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(a)(7)," was read and considered section by section. Commissioner Law moved to approve Ordinance No. 2653-2014. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Kansas Children's Service League requested vacation of a platted utility easement along the south boundary of their property at 705 Ballinger.

Ordinance No. 2654-2014, "AN ORDINANCE VACATING A PORTION OF A UTILITY EASEMENT ON LOT 1, BLOCK 3, GARDENDALE SUBDIVISION, ALL IN THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS," was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2654-2014. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2591-2014, “A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING. (Prairie View Acres Project),” was read and considered section by section. Mayor Cessna moved to approve Resolution No. 2591-2014. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2592-2014, “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 (1621 Summit Street – Maroon Chevy Impala and 302 N. 10th Street – Grey Buick Riviera),” was read and considered section by section. Commissioner Law moved to approve Resolution No. 2592-2014. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

At 2:00 p.m. Mayor Cessna opened the Public Hearing required by Resolution No. 2583-2014, for the purpose of the Governing Body hearing and answering concerns, questions, and/or objections of taxpayers relating to the expansion of the Stone Development, Inc. Tax Increment Financing district (Lareu Road and Stone Creek Drive).

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

Ordinance No. 2655-2014, “AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS MAKING FINDINGS REGARDING THE ADDITION OF AREA TO AN ESTABLISHED REDEVELOPMENT DISTRICT WITHIN THE CITY,” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2655-2014. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Several projects authorized in the 2014 budget and/or proposed in the 2014 Capital Improvement Programs require debt financing. City Engineer Cottrell reviewed the potential projects with the Governing Body.

Commissioner Fankhauser moved to approve to bond the 2014 CIP projects as shown, with an estimated total debt of \$2,760,000. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

At 1:30 p.m. Mayor Cessna opened the Public Hearing for the purpose of the Governing Body hearing questions, concerns and comments from the public with regard to the proposed 2015 Budget for the City of Garden City.

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

Commissioner Fankhauser moved to approve and authorize the certificate of the budget, which summarizes the maximum levy of property tax, \$6,606,493, for specific taxing funds, establishes the maximum expenditure for all funds of the city's budget and totals \$86,673,579 (including transfers and Recreation Commission). Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved to approve the Finnup Park Master Plan. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

FCEDC, Downtown Vision and the Garden City Area Chamber of Commerce recommend to Governing Body for consideration and approval of the creation of a Certificate of Zoning Compliance procedure for all new and relocating businesses with a flat fee and requiring no annual evaluation.

Commissioner Fankhauser moved to direct staff to create a policy for a Certificate of Zoning Compliance procedure for all new and relocating businesses with a flat fee and requiring no annual evaluation. Commission Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Traffic Advisory Board made the following recommendation for the Governing Body consideration:

Commissioner Doll moved to approve to continue the current practice of having property owners identify specific times/days where speeding is rampant and then target enforcement on Fair Street between Fleming Street and Campus Drive. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Governing Body reviewed the criteria for installing speed controls in alleys. No action needed.

Commissioner Law moved to approve a request to change the on-street parallel parking spaces to 45% angle parking with staff to research and if vehicles don't fit change it to 35% angle on Seventh Street and Eighth Street in the Downtown District. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Cessna moved to deny a request from Southard Corporation at 606 E. Kansas Avenue for access from Fourth Street for southbound traffic. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved to approve a request to install alley dips and signage behind 2012 E. Crestway Drive. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to deny a request to install alley dips and signage behind 1010 E. Crestline Drive. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Governing Body tabled the appointment to the Garden City Housing Authority and asked staff to request additional applicants for the vacant position.

Mayor Cessna moved to approve and appoint Myca Bunch to fill an unexpired term that will end February 2016 on the Garden City Recreation Commission. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve and appoint Gerald (Gary) Bennett to fill a 3-year term ending July 2017 on the Traffic Advisory Board Committee. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Cessna moved to approve and appoint Kathy Diehl to fill the unexpired term that will end July 2015 on the Zoo Advisory Board. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve the following:

1. Governing Body consideration and approval of the final plat and development agreement for Prairie View Acres Phase One.
2. Governing Body consideration and acceptance of utility easements along the west side of Magnolia Street, for an electric transmission line.
  - a) Linda A. Batchelder
  - b) Catherine A. Adams
  - c) Stanley R. & Nancy J Bieker
  - d) Mary Lou Shea Revocable Trust
  - e) Martha Rudd
  - f) Robert t. & Coleen F. Rupp
  - g) Mumma Generation Skipping Trust
  - h) Bernice R. Robinson
  - i) Adah Ruth Jenkins Trust
  - j) Mariella Keller
  - k) Bernice Lear Kimbrough Living Trust
  - l) Ronald D. Lucas Revocable Trust
3. KDOT has provided Agreement No. 440-14 to the City of Garden City, Kansas for the FY 2014 Federal Fund Exchange program, which is for modified sealing of arterial and collector streets.

4. Governing Body consideration and approval of a professional services agreement for the Fire Facilities Study with Emergency Services Consulting International, in the amount of \$26,000.00.
5. Governing Body consideration and approval of a 2014 Vegetation Mowing contract from Mark Schiffelbein.
6. Quit Claim Deed from Doloris J. Long transferring Space 8, Lot 159, Zone C of Sunset Memorial Gardens to Dinah L. Leach.
7. Quit Claim Deed from heir of Leroy J. or Dolly P. Garman transferring Spaces 3 and 4, Lot 144, Zone K of Valley View Cemetery to Clinton L. Garman.
8. Permission for Mr. &/or Mrs. Richard L. Henkle to reserve Spaces 1, 2, 3, 4, 5, 6, 7, and 8, Lot 65, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
9. Licenses:

**(2014 New)**

- a) Don Harness.....Temporary Cereal Malt Beverage
- b) Janet Doll Goldsmith. ....Precious Metal Dealer
- c) Medina Mechanical..... Class D-M Mechanical

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

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

ATTEST:

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

**City Commission Reports**

Commissioner Law congratulated Jim Hemmert and Dan Wimmer for the Patriot award they received and stated he was not surprised by either of them stepping up to help a family in need.

Mayor Cessna echoed the other Commissioners thoughts and stated there are great things happening in Garden City. Mayor Cessna went on to add that the city is becoming the economic center of Western Kansas and it is a great place to raise your children. Mayor

Cessna thanked City employees for their part in making Garden City a great place to live and work.

Commissioner Dale congratulated Jim Hemmert and Dan Wimmer on the award they received. Commissioner Dale congratulated City Engineer Cottrell his Engineer of the year award. Commissioner Dale expressed his appreciation and thanked Jose Seijas for speaking to the Commissioners regarding budget issues. Commissioner Dale stated he has always been impressed with Jose concern for budget issues. Commissioner Dale stated he is also concerned with taking care of the City's No. 1 asset, the employees.

Commissioner Doll congratulated Jim Hemmert, Dan Wimmer and many of the other unsung heroes in this community. Commissioner Doll congratulated City Engineer on his state recognition and award. Commissioner Doll thanked the staff for serving on professional boards. Commissioner Doll thanked Downtown Vision, Garden City Area Chamber of Commerce and Finney County Economic Development Corporation for their work on the recommendation for a Certificate of Zoning Compliance procedure. Commissioner Doll stated she is thrilled with the outcome of the 2015 budget and is glad the mill levy can be reduced.

Commissioner Fankhauser congratulated Dan Wimmer, Jim Hemmert and City Engineer Cottrell. Commissioner Fankhauser stated the enplanements continue to rise and that the Airport is on its way to the 26,000 mark.

# Petitions

# Memo

To: Garden City  
Matt Allen, City Manager

From: Randy Partington,

Date: 7/15/2014

Re: ESGR Patriot Award for Police Officers

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On behalf of the Employer Support of the Guard and Reserve (ESGR), I will be at the August 5, 2014 city commission meeting presenting a Patriot Award to Master Patrol Officer Edward Ochs and Senior Master Patrol Officer Troy Davis of the Garden City Police Department. The Patriot Award is awarded as the result of a nomination by city employee Juan Barajas Leon.

The Patriot Award is given to individuals who have taken extra measures including flexible schedules, time off prior to and after deployment, caring for families and granting leaves of absence if needed for members of the Guard or Reserve. Below is the actual nomination by Mr. Barajas Leon for both MPO Ochs and SMPO Davis.

I am writing to nominate the Garden City, Kansas Master Patrol Officer Edward Ochs and Senior Patrol Officer Troy Davis for their actions and duties. I am currently deployed to Afghanistan, Master Patrol Officer Ochs has cared for the welfare of my Family while I am deployed in support of Operation Enduring Freedom, Afghanistan. MPO Ochs has proven to show a highly moral for support to me and my family. MPO Ochs also has demonstrated a support to the Military services as a full supporter patriot to the United States. MPO Ochs has helped in providing his services to do maintenance at my home on his day off. On duty he is making sure my family and residence are safe by extra patrolling and stopping by and talking to my family and makes sure they do not need anything. Especially my three children, my wife told me they are so thankful with MOP Ochs for his services and for the support they are receiving from him and the Garden City Police department.

Also, I am nominating Senior Master Patrol Officer Davis as he has cared for the welfare of my Family while I am deployed. SMPO Davis has proven to show a highly moral of support to me and my family. SMPO Davis keeps in touch with me and he has sent me multiple care packages which were and are really helpful to me as we have started to withdraw from this country and some toiletries and personal hygiene are hard to obtain, and are essential items to me and my soldiers especially when we travel to isolated areas. SMPO has helped in providing his services by doing maintenance at my home and my vehicles making sure they are properly maintained; and he makes sure my children's car seats properly fit the vehicles. SMPO Davis performs this on his day off, and on duty he is making sure my family and residence are safe by extra patrolling and stopping by and talking to my family and makes sure they do not need anything. Especially my three children, my wife told me they are so thankful with SMPO Davis for his services and the support they are receiving from him and the Garden City Police Department.

Thanks to the Garden City, Kansas Police Department. I cannot repay what they have done for my family and I. An outstanding support to a member of the United States Army Reserve, glad to live in this city.

ESGR is proud to present the Patriot Award to MPO Ochs and SMPO Davis.



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

July 28, 2014

Directors:

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

Kristi Kells  
*Golden Plains C.U.*  
Treasurer

Jesse Nunez  
*Sanders Trailer Service*  
Vice-President

Teresa Santos  
*Wasinger Chiropractic*  
Secretary

Committee Representatives:

Jeremy Haden  
*Advance Auto Parts*

Salvador Castillo  
*Entertainment Chair*

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

Dear Mayor and City Commissioners:

On behalf of the *Board of Directors* for the *Garden City Community Mexican Fiesta Association Inc.*, I write to request the use of *Lewis Automotive*, which business is, this year's presenting sponsor, for the placing of a promotional sign announcing the annual event one (1) week prior to the event which is scheduled to take place on Saturday, September 13, 2014 in downtown Garden City.

Request:

- The sign will be placed on the southeast corner of the business
  - Approval from manager, Mike Shook, has been granted to the Fiesta Festival
- Dimensions of the sign will be 4' X 6'
- Presenting and major sponsors logos and names, as well as date of event will be displayed on sign
- Placing of sign one week prior to the event

*The Community Fiesta* will be in charge of placing sign and labor. All graphics displayed on sign will be sent to the city for final approval.

If you have any further questions or if any additional information is needed, please feel free to contact me at (620) 260-1435 or (620) 290-6264.

Thank you in advance for your time and consideration.

Sincerely,

Angelica Castillo Chappel, President  
2013 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..**



# Special Event Request

301 N 8th Street  
 PO Box 998  
 Garden City, KS 67846  
 620-276-1130

- Other
- Carnival/Circus\*
- Sports Event\*
- Haunted House\*
- Parade\*\*

\*License Required

\*\*Parade Application Required

**July 28, 2014**

Today's Date

## Community Mexican Fiesta (Additional Signage)

Name of Event (if applicable)

**Lewis Automotive-Campus/Fulton**

Location of Event

## Sponsorship signage to promote Community Fiesta

Purpose of the Event

**Saturday, September 13, 2014**

Date of Event

**one week prior to date of event**

Start and End Time of Event

**Angelica Castillo Chappel**

**P.O. Box 84**

**260-1435**

Applicant Name (please print)

Address

Phone

**Jeremy Haden 816-695-0383**

Additional Contact Names & Phone Numbers

**Please mark all that you are requesting. (Note: Amenities are not available at all locations.)**

Street Closure	n/a	Steven's Park Bandshell	n/a	Noise Waiver**	n/a
Extra Trash Receptacles	n/a	Restrooms (Park Shelter Keys)	n/a	Electricity Access	n/a
Additional Request/Remarks	permission to waive sign fees and place 4'x6' sign at SE corner of Lewis Automotive at Campus/Fulton, in addition to approved signage at NW corner of Stevens Park and south of GCHS entrance 1 week prior to event. Sign must be as close to dealership as possible-SC				

### \*\* Sec. 62-9. Excessive sound, music or noise.

(a) It shall be unlawful for any person to play, use, operate or permit to be played, used, or operated any radio receiving, set musical instrument, or any machine equipment, equipment, or device used for the production, reproduction or creation of sound at a louder volume than is necessary for the reasonable hearing of the person so playing, using or operating such instrument, equipment, machine, or device, and the reasonable hearing of other persons who are voluntary listeners thereto, or in such a manner so to disturb the peace, quiet, and comfort of neighboring inhabitants or other residents of the city.

(b) This prohibition shall include sound, music, or noise created by automobile radios, musical bands, groups or orchestras in public or private buildings. It shall be prima facie evidence of a violation of this sections of the sound, music, or noise is plainly audible at the real property line on the real property from which the sound, music, or noise is emanating; provided, however, that nothing in this section shall be construed to prohibit the playing of church chimes or the ringing of church bells, the testing or use of the civil defense warning system, or the authorized use of public safety vehicle sirens.

(Ord. No. 1858, § 4(20-142), 8-23-94)

**\*\*Please note that a waiver of noise ordinance does not prohibit an officer or City official from advising you to lower the amplified noise of your event or issuing a citation upon failure to comply with such warnings.**

### RESOLUTION NO. 2435-2011

A Resolution granting to the City Manager, or Designee, the authority to grant certain request of persons, businesses of groups for special events or activities.

**By signing below, I hereby certify that I have read and understand the statements above and that all related information which I have provided are true, accurate and complete to the best of my knowledge.**

### Request on File

Signature

**July 28, 2014**

Date

For office use only	GC Downtown Vision	n/a
Police	JH 7/30/14	KDOT Larry Thompson 7/29/14
Fire	AS 7/29/14	Public Works SC 7/29/14
Inspection	KK 7/30/14	Parks/Grounds n/a
City Manager/Commission	Application Received by	Raelene Stoecklein 7/28/14

163

102.8'

300.3'

152.8'

156

335.7'

N CAMPUS DR

1903

596.2'

396.3'

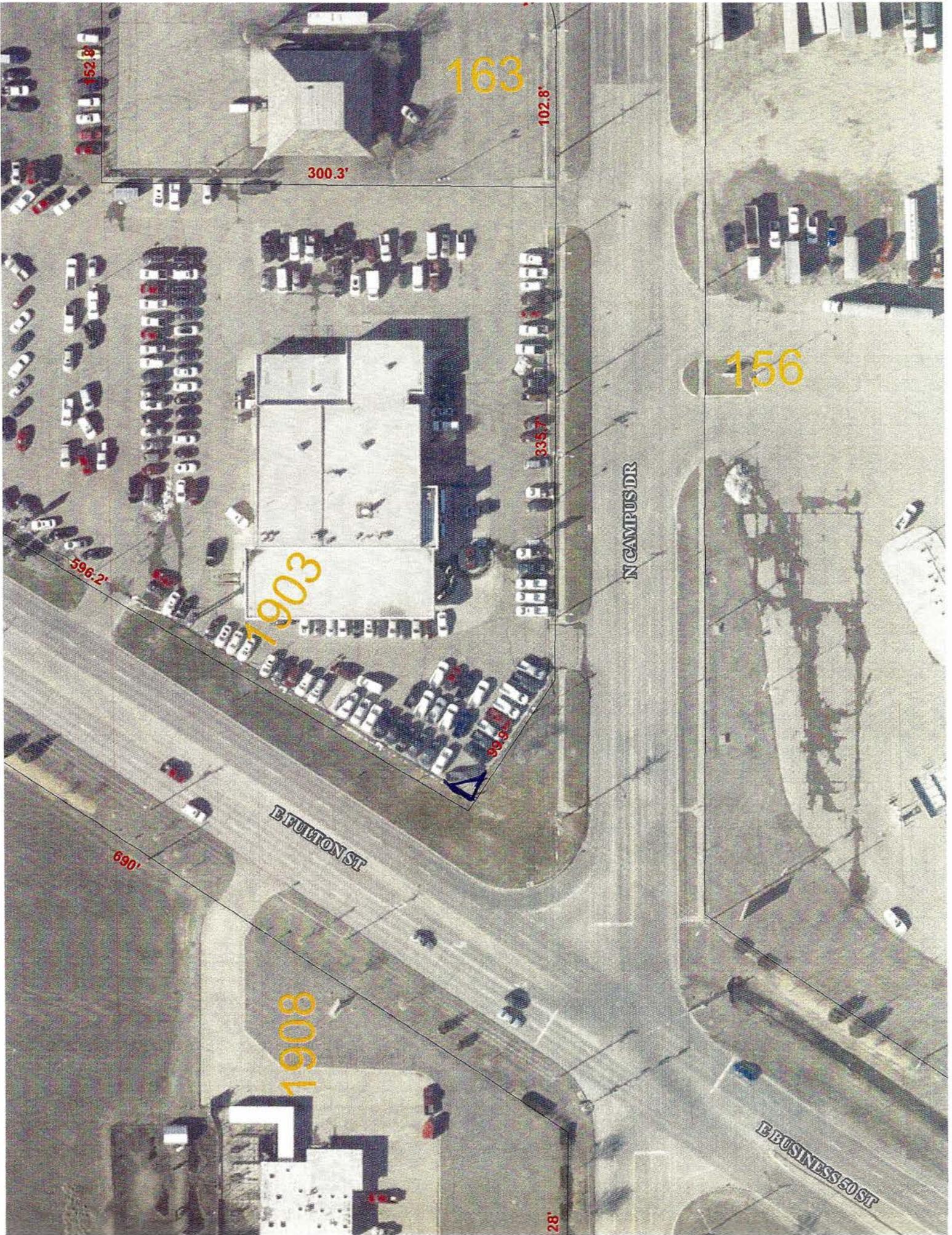
E FULTON ST

690'

1908

28'

E BUSINESS ST





## Garden City Fire Department

P.O. Box 998  
302 N. 9<sup>th</sup>  
Garden City, KS 67846  
Email: [jmorris@garden-city.org](mailto:jmorris@garden-city.org)

Battalion Chief James Morris  
(620) 276-1145  
Fax: (620) 276-1147

### MEMO

---

**To:** Matt Allen, City Manager

**From:** James Morris, Battalion Chief

**Date:** 07-22-14

**Re:** MDA Boot Block

---

Garden City Fire Department will be participating in fundraising efforts for the Muscular Dystrophy Association this year with our annual "Boot Block". This year's event will be held Sunday, August 24, 2014 from 9:30 a.m. – 3:00 p.m.; Firefighters will accept donations at the following locations:

Main & Fulton  
Kansas & Fleming  
Wal-Mart Super Store

# Report of the City Manager



To: Governing Body  
From: Safety Committee  
Date: July 22, 2014  
RE: **City of Garden City Safety Recognition Program Recipient Second Quarter 2014**

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CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

**City of Garden City Safety Recognition Program Overview**

Each quarter all employees may submit nominations to recognize those who go above and beyond the normal duties to help improve the safety of their department, organization or to motivate employees to take that extra step with safety. The Safety Committee selects one winner per quarter that receives a personal day. At the end of the year, one of the quarterly winners will be selected as the Annual Individual Safety Recognition Recipient and will receive \$175.

**Second Quarter 2014 Safety Recognition Award Recipient – Matthew Hubbard, Water Department Utility Worker I**

This quarter the Safety Committee received three nominations and selected Matthew Hubbard, Utility Worker I, as the winner. He will receive one personal day that can be used over the next 365 days. We have attached the recommendation form submitted by Fred Jones, Water Systems Resource Manager. Congratulations Matt!

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 Safety Recognition Form and Criteria

Date: 6-Jun-14

Recognized Employee: Matthew Hubbard, Water Department

Nominator: Fred Jones, Water Resource Manager

Indicate Action(s) being recognized	Brief Description (What was done and how does it improve safety?)
-------------------------------------	---

X	Increased employee safety awareness	Matt does an excellent job conveying safety information and worksite safety suggestions that we receive from KMU.
	Directly influenced the safe completion of a job/project	
x	Increased employee/department safety knowledge	Matt has been a supporter and booster of our daily stretching program that we conduct with department staff every morning to prevent workplace strains and injuries.
	Contributed to safety in the work area	
	Directly served a department safety goal	
	Enhanced the safety of others	Matt keeps our signage up to date, has worked to properly mark hazards in the facility and brings up any potential safety issues at daily meetings.
X	Demonstrated safety leadership	
	Prevents an accident or injury	
	Other (Describe)	

Nominator's Signature 

14 July 14  
STC

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



Phone: 785-296-3841  
Fax: 785-296-8168  
Hearing Impaired - 711  
publicinfo@ksdot.org  
http://www.ksdot.org

Mike King, Secretary  
Dennis R Slimmer, P.E., Chief

Sam Brownback, Governor

July 10, 2014

Steven F. Cottrell, PE  
301 N 8<sup>th</sup> Street  
PO Box 998  
Garden City, KS 67846

Dear Mr. Cottrell,

I regret to inform you that your request to the Kansas Department of Transportation (KDOT) for a Transportation Alternative (TA) project was not selected for funding. As in years past, there was strong competition as KDOT received many exceptional applications. Overall, KDOT received forty-three (43) total applications and had funding available to award twenty (20) of those projects.

While the date of our next application round has not yet been determined, I have added your email to a distribution list in order to notify you when new funds become available.

Please contact Joel Skelley, State Multimodal Planner, if you have any questions, concerns, or would like to discuss your application. He can be reached at joelsk@ksdot.org or 785-296-4209. Your interest in the TA Program is appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Dennis R. Slimmer".

Dennis R. Slimmer, P.E.  
Bureau Chief of Transportation Planning



## MEMORANDUM

DATE: July 30, 2014  
TO: Governing Body  
FROM: Sam Curran  
RE: Annual Street Sealing Project Update

---

### CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

### Issue:

Providing the Governing Body an update on the Annual Street Sealing Project for 2014.

### Background:

Bids were opened on April 8, 2014 for this project with the following low bids approved by the Governing Body:

- |   |              |
|---|--------------|
| 1. B & H Paving Inc., Scott City – Seal Coat<br>292,265 S.Y. or 14.25 miles | \$ 64,006.04 |
| 2. Ergon Asphalt & Emulsions, Solomon, KS, - Oil                            | \$215,096.75 |
| 3. Huber Sand Inc., Garden City – Cover Material                            | \$ 81,590.00 |

The contractor was able to complete this project in 10 working days, from July 7<sup>th</sup> to July 18<sup>th</sup>. During this project, City crews prepared an asphalt base on Walker Street from Ida Street west to the City Limit which was sealed by the contractor. This process changed approximately 270 feet of dirt street into an asphalt street.

The west parking lot by the water tower in Deane Wiley Park was added to the list to be sealed this year. Both additions were completed within the original contract price by using the reduction in the quantity of oil used, which was approximately 4,995 gallons.

### Alternatives:

1. No action required.

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)

# Staff Reports

# Garden City Fire Department

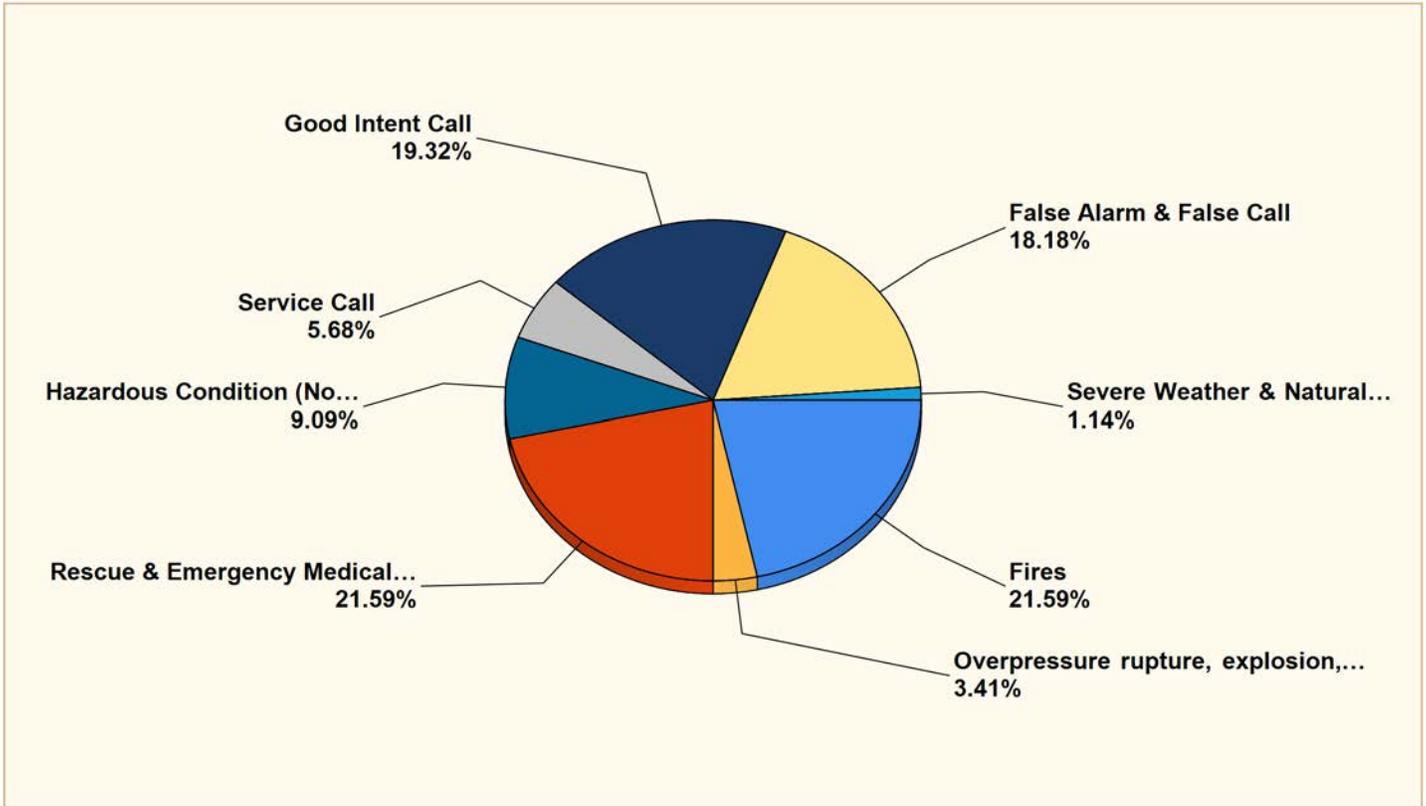
Garden City, KS

This report was generated on 7/23/2014 4:14:25 PM



## Breakdown by Major Incident Types for Date Range

Start Date: 06/01/2014 | End Date: 06/30/2014



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	19	21.59%
Overpressure rupture, explosion, overheat - no fire	3	3.41%
Rescue & Emergency Medical Service	19	21.59%
Hazardous Condition (No Fire)	8	9.09%
Service Call	5	5.68%
Good Intent Call	17	19.32%
False Alarm & False Call	16	18.18%
Severe Weather & Natural Disaster	1	1.14%
<b>TOTAL</b>	<b>88</b>	<b>100.00%</b>

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

### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	2	2.27%
113 - Cooking fire, confined to container	3	3.41%
118 - Trash or rubbish fire, contained	1	1.14%
131 - Passenger vehicle fire	3	3.41%
140 - Natural vegetation fire, other	2	2.27%
143 - Grass fire	2	2.27%
150 - Outside rubbish fire, other	2	2.27%
151 - Outside rubbish, trash or waste fire	1	1.14%
160 - Special outside fire, other	1	1.14%
170 - Cultivated vegetation, crop fire, other	2	2.27%
240 - Explosion (no fire), other	3	3.41%
311 - Medical assist, assist EMS crew	3	3.41%
322 - Motor vehicle accident with injuries	6	6.82%
324 - Motor vehicle accident with no injuries.	8	9.09%
352 - Extrication of victim(s) from vehicle	1	1.14%
360 - Water & ice-related rescue, other	1	1.14%
411 - Gasoline or other flammable liquid spill	1	1.14%
412 - Gas leak (natural gas or LPG)	2	2.27%
424 - Carbon monoxide incident	1	1.14%
441 - Heat from short circuit (wiring), defective/worn	1	1.14%
444 - Power line down	2	2.27%
445 - Arcing, shorted electrical equipment	1	1.14%
500 - Service Call, other	1	1.14%
551 - Assist police or other governmental agency	1	1.14%
553 - Public service	1	1.14%
561 - Unauthorized burning	2	2.27%
600 - Good intent call, other	4	4.55%
611 - Dispatched & cancelled en route	7	7.95%
631 - Authorized controlled burning	1	1.14%
651 - Smoke scare, odor of smoke	1	1.14%
652 - Steam, vapor, fog or dust thought to be smoke	2	2.27%
671 - HazMat release investigation w/no HazMat	2	2.27%
700 - False alarm or false call, other	7	7.95%
735 - Alarm system sounded due to malfunction	2	2.27%
743 - Smoke detector activation, no fire - unintentional	4	4.55%
744 - Detector activation, no fire - unintentional	1	1.14%
745 - Alarm system activation, no fire - unintentional	2	2.27%
814 - Lightning strike (no fire)	1	1.14%
<b>TOTAL INCIDENTS:</b>	<b>88</b>	<b>100.00%</b>

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

## Bias-Based Policing Statistics

June 2014

	May #	May %	June #	June %
<b>SUBJECTS CONTACTED:</b>	452	N/A	258	N/A
<b>AGE:</b>				
15 yoa - 19 yoa	82	18%	59	23%
20 yoa - 29 yoa	168	37%	88	34%
30 yoa - 49 yoa	136	30%	82	32%
50+	66	15%	29	11%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>452</i>	<i>100%</i>	<i>258</i>	<i>100%</i>
<b>RACE:</b>				
White	434	96%	232	90%
Black	13	3%	20	8%
Native American	0	0%	0	0%
Asian	4	1%	6	2%
Other	0	0%	0	0%
More Than One Race	0	0%	0	0%
Not Provided/Unknown	1	0%	0	0%
<i>TOTAL</i>	<i>452</i>	<i>100%</i>	<i>258</i>	<i>100%</i>
<b>GENDER:</b>				
Male	319	71%	170	66%
Female	133	29%	88	34%
Unknown	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>452</i>	<i>100%</i>	<i>258</i>	<i>100%</i>
<b>ETHNICITY:</b>				
Hispanic/Latino	255	56%	141	55%
Non-Hispanic	193	43%	112	43%
Not Provided	4	1%	5	2%
<i>TOTAL</i>	<i>452</i>	<i>100%</i>	<i>258</i>	<i>100%</i>
<b>RESPONSE AREA:</b>				
1	139	31%	53	21%
2	88	19%	52	20%
3	69	15%	55	21%
4	97	21%	58	22%
5	59	13%	40	16%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>452</i>	<i>100%</i>	<i>258</i>	<i>100%</i>
<b>PRIMARY REASON FOR OFFICER INVESTIGATION:</b>				
Call Related	32	7%	30	12%
Officer Initiated	420	93%	228	88%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>452</i>	<i>100%</i>	<i>258</i>	<i>100%</i>
<b>INFORMATION OBTAINED BY:</b>				
Officer's Perception	421	93%	225	87%
Investigation	31	7%	33	13%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>452</i>	<i>100%</i>	<i>258</i>	<i>100%</i>

## **Bias-Based Policing Statistics**

**June 2014**

	<b>May #</b>	<b>May %</b>	<b>June #</b>	<b>June %</b>
<b>RELIGIOUS DRESS:</b>				
Yes	1	0%	0	0%
No	451	100%	258	100%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>452</i>	<i>100%</i>	<i>258</i>	<i>100%</i>

<b>PRIMARY REASON FOR STOP:</b>				
Moving Violation	264	58%	167	65%
Equipment Violation	160	35%	58	22%
Criminal Offense/Probable Cause	7	2%	8	3%
Other Violation	15	3%	20	8%
To Render Service	3	1%	4	2%
Suspicious Circumstances	3	1%	0	0%
Pre-existing Knowledge	0	0%	1	0%
Special Detail	0	0%	0	0%
Multiple Reasons	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>452</i>	<i>100%</i>	<i>258</i>	<i>100%</i>

<b>ACTION TAKEN:</b>				
Citation	340	75%	165	64%
Search	0	0%	1	0%
Warning	65	14%	50	19%
Arrest	47	10%	42	16%
Warrant Arrest	0	0%	0	0%
Assistance Provided	0	0%	0	0%
No Action	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>452</i>	<i>100%</i>	<i>258</i>	<i>100%</i>

<b>SEARCH RATIONALE:</b>				
Not Applicable	419	93%	242	94%
Vehicle Indicators	3	1%	0	0%
Verbal Indicators	3	1%	1	0%
Physical/Visual Indicators	14	3%	2	1%
Document Indicators	1	0%	4	2%
Incident to Arrest	12	3%	9	3%
Other	0	0%	0	0%
More Than One Reason	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>452</i>	<i>100%</i>	<i>258</i>	<i>100%</i>

<b>TYPE OF SEARCH:</b>				
No Search Conducted	418	92%	238	92%
Consent Search Conducted	4	1%	1	0%
Inventory	0	0%	0	0%
Stop and Frisk	0	0%	1	0%
Search Warrant	0	0%	0	0%
No Search/Consent Denied	1	0%	0	0%
Search Incident to Arrest	21	5%	17	7%
Plain View	2	0%	1	0%
Probable Cause	6	1%	0	0%
More Than One Type	0	0%	0	0%
Not Provided	0	0%	0	0%

**Bias-Based Policing Statistics**

**June 2014**

	<b>May #</b>	<b>May %</b>	<b>June #</b>	<b>June %</b>
<i>TOTAL</i>	452	100%	258	100%

## Bias-Based Policing Statistics

June 2014

		May #	May %	June #	June %
<b>CONTRABAND SEIZED:</b>					
	None	436	96%	253	98%
	Currency	0	0%	1	0%
	Firearms	0	0%	0	0%
	Other Weapons	0	0%	0	0%
	Drugs/Paraphernalia	6	1%	2	1%
	Alcohol/Tobacco Products	9	2%	1	0%
	Stolen Property	0	0%	0	0%
	Other	1	0%	0	0%
	More Than One Type	0	0%	0	0%
	Not Provided	0	0%	1	0%
	<i>TOTAL</i>	452	100%	258	100%

<b>Hispanic</b>	Arrests	40	16%	29	21%
	Citations	179	70%	84	60%
	Warnings	36	14%	27	19%
<b>Non-Hispanic</b>	Arrests	7	4%	13	12%
	Citations	157	81%	76	68%
	Warnings	29	15%	23	21%

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

**INCIDENTS REPORTED**

<b>OFFENSES</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Murder/Manslaughter	0	0	0
Rape	2	1	10
Robbery	1	0	3
Aggravated Assault	3	2	26
Burglary	8	14	44
Theft	66	76	352
Auto Theft	1	0	6
Arson	0	0	0
<b>TOTAL</b>	<b>81</b>	<b>93</b>	<b>438</b>
All Other Crimes	115	144	772
<b>GRAND TOTAL</b>	<b>196</b>	<b>237</b>	<b>1210</b>

**CRIMINAL ENFORCEMENT ACTIVITIES**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Adult Arrests	197	200	1128
Juveniles Detained	27	55	212
<b>TOTAL CUSTODY</b>	<b>224</b>	<b>255</b>	<b>1340</b>
Alcohol Related	13	30	140
Drug Related	20	36	146
Curfew Violations	10	11	42

**INVESTIGATIONS DIVISION ACTIVITIES**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Total Cases Assigned	34	27	209
Total Active Cases	190	177	931
Adult Affidavits Filed	13	8	50
Juvenile Affidavits Filed	8	28	50
Follow-Up Contacts	674	759	5560
Special Assignments	38	56	301
Search Warrants	21	20	133
Supplemental Reports	255	227	1243
Other Reports	212	223	1309
Cases Referred For Prosecution	22	20	105

**TRAFFIC ACCIDENT INVESTIGATIONS**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Fatal Accidents	0	0	0
Injury Accidents	1	7	29
Non-Injury Accidents	40	41	302
<b>TOTAL ACCIDENTS</b>	<b>41</b>	<b>48</b>	<b>331</b>
Private Property Accidents	1	3	19

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

**OFFICERS ASSAULTED**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Firearm	0	0	0
Cutting Instrument	0	0	0
Other Dangerous Weapon	0	0	0
Hands, Fist, Feet, Etc.	3	3	15
Police Service Dog	0	0	0
<b>TOTAL ASSAULTS</b>	<b>3</b>	<b>3</b>	<b>15</b>

**PATROL/CRD DIVISIONS SUMMARY**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Offense Reports	210	251	1298
Supplemental Reports	93	91	535
Other Reports	92	93	572
Community Oriented Policing	292	273	1374
Speeding Citations	29	37	194
Other Traffic Citations	308	493	1964
Parking Citations	8	7	85
Warning Notices	464	496	2335
Penal Summons	31	31	200
Felony Cases Cleared	32	25	141
Misdemeanor Cases Cleared	118	126	660
DUI Cases Cleared	10	16	56
Insecure Premises	7	18	46
Field Interviews	8	39	78
Citizen & Business Assists	146	144	699
Alarms	103	78	495
Adult Affidavits Filed	37	21	189
Juvenile Affidavits Filed	15	22	99

**COMMUNICATIONS CENTER ACTIVITIES**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Non-Traffic Activities	2619	2718	14845
Traffic Activities	627	826	3745
<b>TOTAL ACTIVITIES</b>	<b>3246</b>	<b>3544</b>	<b>18590</b>
911 Calls	1910	1837	9404
Finney County Sheriff's Office Activities	503	543	2775

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

**RESPONSE TIME SUMMARY**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST YEAR</b>	<b>5 YEARS AGO</b>
Average Emergency	2.38	3.31	3.41
Average Non-Emergency	10.49	9.58	13.35
Average Traffic Accident	10.59	9.86	12.34

**ANIMAL INCIDENT ACTIVITIES**

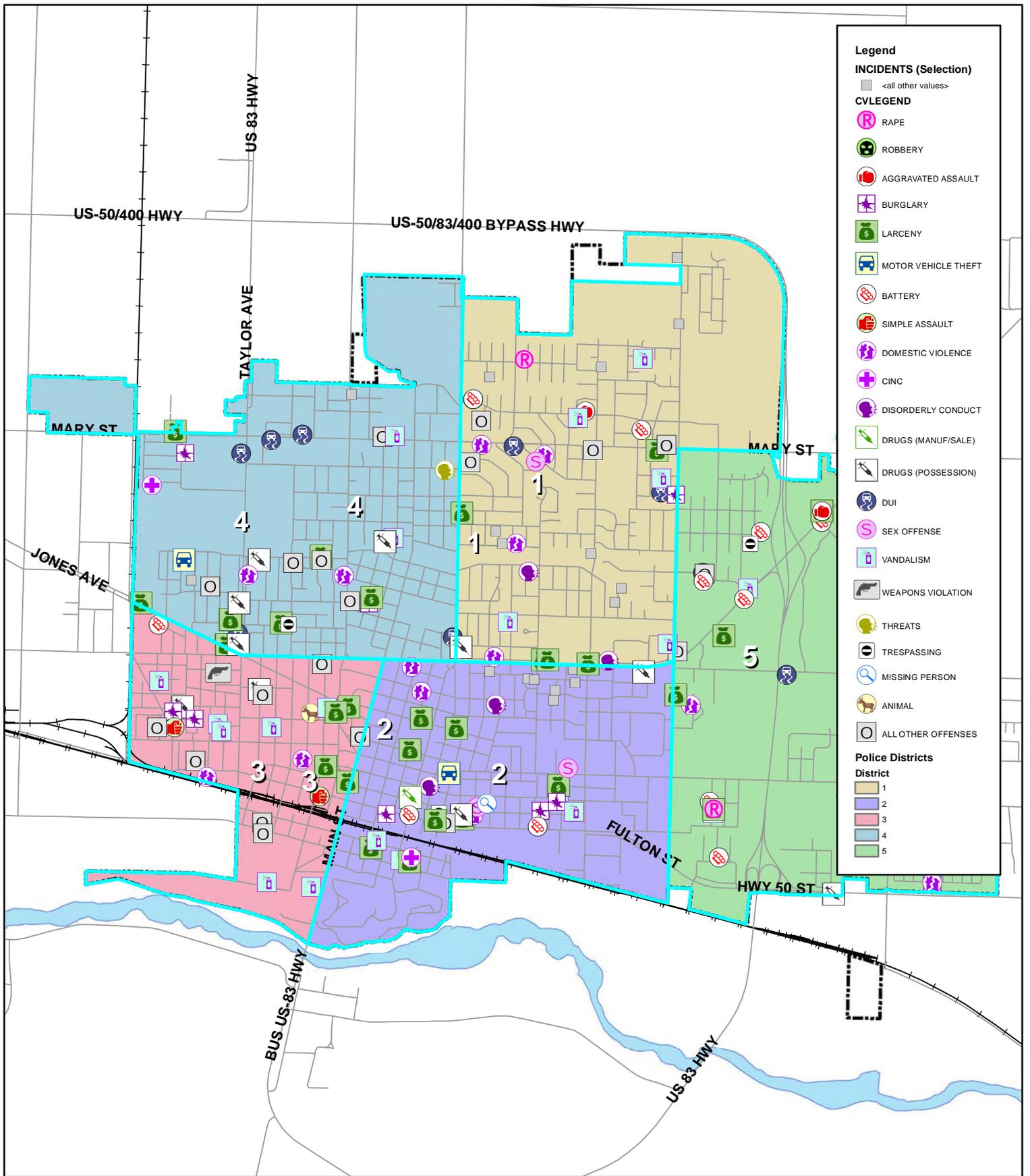
<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Animals Impounded	161	168	922
Animals Disposed	65	72	280
Citations Issued	0	2	20
Animal Bites	1	5	22
Adoptions	44	42	237

**TRAINING HOURS RECEIVED**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Administrative	103.00	16.00	282.50
Patrol/CRD Division	380.50	219.00	1820.00
Support Services Division	19.00	31.00	267.30
Investigation Division	89.00	18.00	335.00
Instructor Hours	161.25	86.00	508.25
<b>SUB-TOTAL TRAINING HRS</b>	<b>752.75</b>	<b>370.00</b>	<b>3183.80</b>
Academy Training Hours	504.00	0.00	1784.00
<b>TOTAL TRAINING HOURS</b>	<b>1256.75</b>	<b>370.00</b>	<b>4967.80</b>

**ADMINISTRATIVE INVESTIGATIONS**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Allegations Received	3	1	10
Unfounded	0	0	3
Unsubstantiated	0	0	0
Sustained	0	1	4
Exonerated	0	0	0
Violation Not Based On Complaint	0	0	0
Investigation In Progress	3	1	15
Administrative Closure	0	0	0
Commendations	3	0	5



**Legend**

**INCIDENTS (Selection)**

- <all other values>

**CVLEGEND**

- Ⓜ RAPE
- Ⓜ ROBBERY
- Ⓜ AGGRAVATED ASSAULT
- Ⓜ BURGLARY
- Ⓜ LARCENY
- Ⓜ MOTOR VEHICLE THEFT
- Ⓜ BATTERY
- Ⓜ SIMPLE ASSAULT
- Ⓜ DOMESTIC VIOLENCE
- Ⓜ CINC
- Ⓜ DISORDERLY CONDUCT
- Ⓜ DRUGS (MANUF/SALE)
- Ⓜ DRUGS (POSSESSION)
- Ⓜ DUI
- Ⓜ SEX OFFENSE
- Ⓜ VANDALISM
- Ⓜ WEAPONS VIOLATION
- Ⓜ THREATS
- Ⓜ TRESPASSING
- Ⓜ MISSING PERSON
- Ⓜ ANIMAL
- Ⓜ ALL OTHER OFFENSES

**Police Districts**

**District**

- 1
- 2
- 3
- 4
- 5



# Garden City PD

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



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

MONTH RECEIVED	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
JANUARY	98,895	82,749	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987	207,262
FEBRUARY	102,071	135,771	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048	244,277
MARCH	57,317	111,517	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757	200,357
APRIL	123,837	110,045	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735	202,588
MAY	97,870	111,720	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	215,823	225,522
JUNE	82,439	99,148	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	205,745	227,284
JULY	110,519	111,647	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	238,623	232,796
AUGUST	103,623	113,844	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	213,331	
SEPTEMBER	99,996	84,773	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	232,303	
OCTOBER	* 107,914	129,697	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	218,503	
NOVEMBER	82,861	103,094	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	184,384	
DECEMBER	75,058	97,466	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	236,524	
TOTAL RECEIPTS	<u>1,142,399</u>	<u>1,291,473</u>	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,552,763</u>	<u>1,540,086</u>
PERCENTAGE CHANGE	2.13%	13.05%	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	

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

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

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
JANUARY	383,636	310,710	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705	480,712
FEBRUARY	360,909	447,336	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	514,511	575,307
MARCH	191,835	371,146	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	468,745	469,435
APRIL	467,188	364,979	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	411,491	468,167
MAY	343,692	377,482	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	481,623	528,216
JUNE	284,831	344,293	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	469,940	526,978
JULY	382,217	361,811	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	554,262	540,941
AUGUST	365,112	369,837	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	504,212	
SEPTEMBER	364,871	304,050	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	529,341	
OCTOBER	362,872	449,981	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	501,467	
NOVEMBER	319,267	332,271	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	422,213	
DECEMBER	<u>270,677</u>	<u>327,755</u>	<u>323,048</u>	<u>381,904</u>	<u>364,126</u>	<u>338,971</u>	<u>338,058</u>	<u>356,317</u>	<u>396,872</u>	<u>432,701</u>	<u>461,792</u>	<u>412,973</u>	<u>481,207</u>	<u>424,131</u>	<u>501,046</u>	
TOTAL RECEIPTS	<u>4,097,107</u>	<u>4,361,650</u>	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>5,867,556</u>	<u>3,589,756</u>
PERCENTAGE CHANGE	0.17%	6.46%	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	

# Meetings of Note

Registration Form

*Diverse Community - Diverse World* Multicultural Summit • September 18-20, 2014 • Garden City, Kansas

To register, please call  
(620) 276-1175, email  
Maggie.Gilmore@gardencityks.us or  
mail your reservation and payment to:

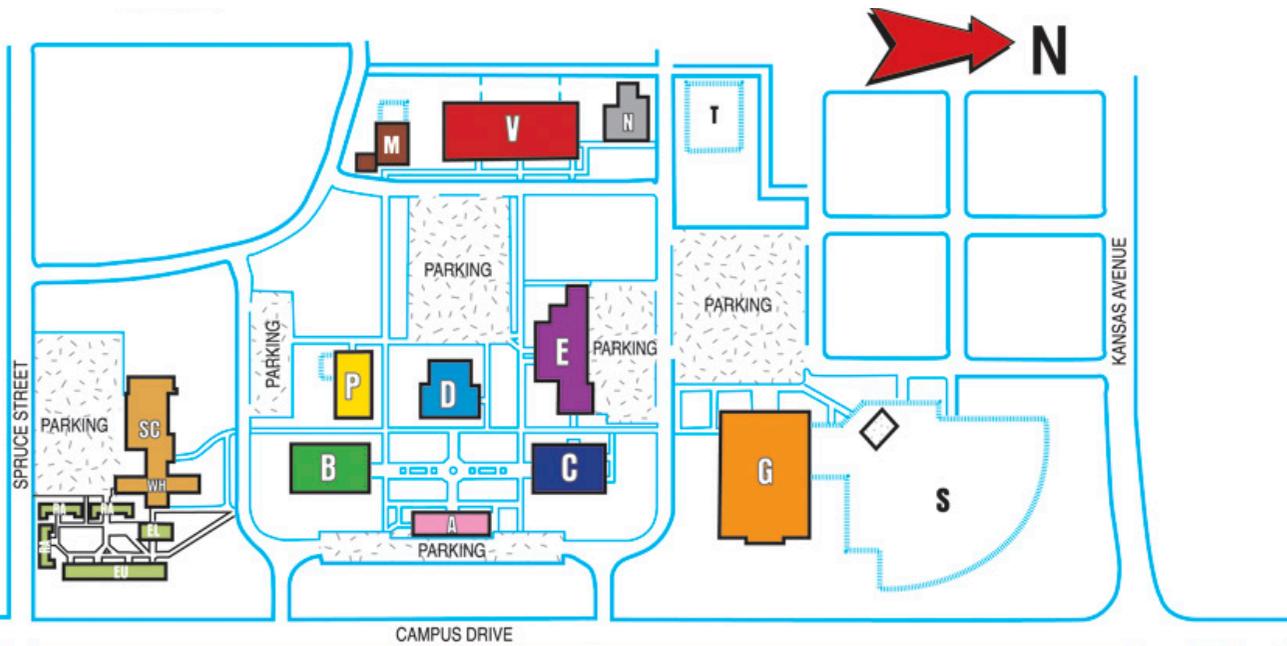
City of Garden City  
Diversity Dinner  
P.O. Box 998  
Garden City, KS 67846

Registration Deadline  
September 10, 2014

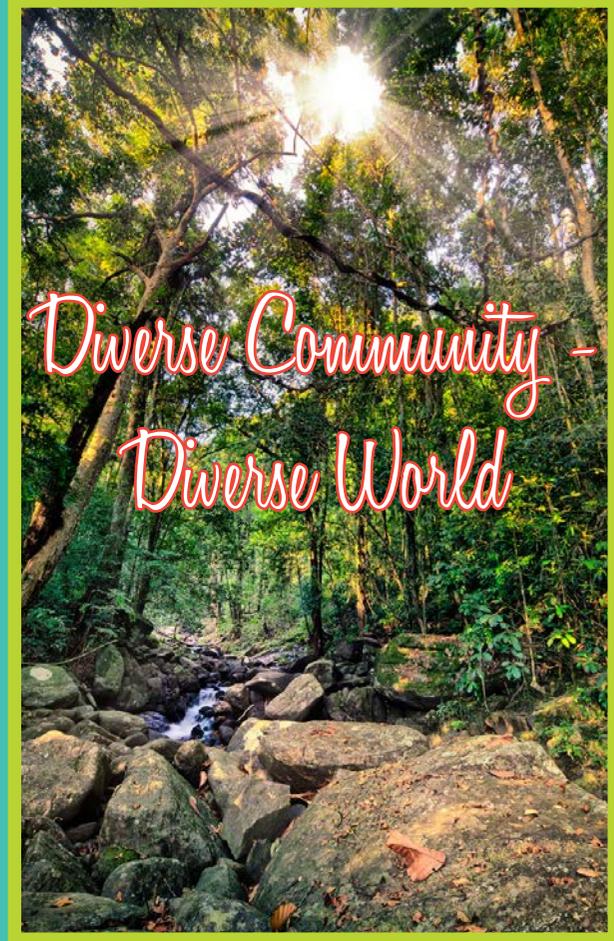
Business/Organization Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Number of Summit Participants: \_\_\_\_\_  
Number of Individual Dinner Reservations: \_\_\_\_\_  
Number of Table Reservations: \_\_\_\_\_

Cost for the Diversity Dinner is \$30 per person or \$225 for a table of 8.  
Cost for the Multicultural Summit, including lunch, is \$60 per participant.  
Cost for the Diversity Dinner & Multicultural Summit, including lunch is \$75 per participant.

Garden City Community College Campus



- A - Administration
- B - Academic
- C - Fouse Science-Math
- D - Saffell Library
- E - Pauline Joyce Fine Arts
- EU - East Residential Unit
- EL - East Lounge
- G - Dennis Perryman Athletic Complex
- M - Maintenance
- P - Penka
- SC - Beth Tedrow Student Center
- T - Tennis Courts
- RA - Residential Apartments
- WH - West Residence Hall
- S - Williams Stadium
- N - Collins Annex
- V - Collins Technical



Multicultural Summit  
September 18-20, 2014

Featuring the Cultural Diversity Dinner  
*Celebrating Central America*



# Multicultural Summit

## Program Agenda

Thursday, September 18, 2014

6:30 p.m. Diversity Dinner Celebrating Central America featuring Garden City Police Officer Juan Martinez and Veronica Medrano **Clarion Inn**

Friday, September 19, 2014

8:00 a.m. Registration and breakfast sponsored by St. Catherine Hospital **Pauline Joyce Auditorium**

8:30 a.m. Opening Session- JROTC Color Guard Welcome - Mayor Roy Cessna, Dr. Debra Bolton **Auditorium**

8:45 a.m. "How Changing Demographics Affect the Western Kansas Economy" by Professor Leonard Greenhalgh, keynote presentation sponsored by Kearny County Hospital **Auditorium**

9:45 a.m. Break sponsored by Weber Refrigeration

10:00 a.m. "Considering the Significance of Difference Differently" by Dr. Jennifer Ng. **Auditorium**

10:50 a.m. "From Mumbai, India to Garden City, Kansas" by Dr. Rashi Agarwal **Auditorium**

12:00 p.m. Lunch sponsored by Weber Refrigeration

1:30 p.m. Explanation of Breakout Sessions

1:45 p.m. Concurrent Breakout Sessions

3:00 p.m. Concurrent Breakout Sessions

**Auditorium**

"The Immigration Process of Today" - Michael Feltman, Attorney

**JOYC 1402**

"Immigration in Kansas: Research Findings and Personal Reflections" - Matthew R. Sanderson, Associate Professor of Sociology at Kansas State University and Visiting Research Fellow at the Australian Population and Migration Research Centre, University of Adelaide, Australia

**JOYC 1404**

"Human Trafficking: Hidden in Plain Sight" - Jennifer Rapp, Deputy Director, Anti-Human Trafficking Unit, Office of the Kansas Attorney General

**JOYC 1406**

"Cross Cultural Communication" - Dr. Debra Bolton, Kansas State University Research & Extension

Saturday, September 20, 2014

8:30 a.m. Downtown Vision Fall Fest featuring Ethnic Cuisine booths sponsored by the Cultural Relations Board, **Downtown**

## About our Speakers

**Leonard Greenhalgh** is professor of management at the Tuck School of Business at Dartmouth, where he has taught since 1978. He is also Director, Programs for Minority- and Women-Owned Businesses, as well as Director, Native American Business Programs. He teaches an MBA elective course in Managing Strategic Business Relationships. His research interests include changing workforce demographics, supply chain management, negotiation, top management team effectiveness, and managing strategic alliances. He is the author of *Minority Business Success: Refocusing on the American Dream*, Stanford University Press, 2011; and *Managing Strategic Relationships: The Key to Business Success*, The Free Press, 2001.

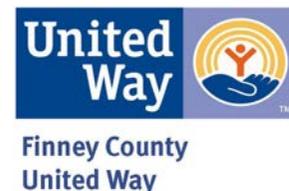
**Dr. Jennifer Ng** began her career in education as a middle school English teacher in Houston, Texas. She earned her doctorate from the University of Illinois in Urbana-Champaign in 2004 and then joined the faculty at the University of Kansas where she is now an associate professor in the department of Educational Leadership and Policy Studies. Her research and teaching interests include diversity and social contexts of education as well as qualitative research methods.

**Dr. Rashi Agarwal** was born in Dibrugarh, Assam in India and moved to Mumbai, India at the age of 7. She attended primary school, college, and medical school before accepting a residency at Nassau University Medical Center in New York. Upon completion of her residency, Dr. Agarwal served as the Chief Resident in Internal Medicine at Nassau University Medical Center. She and her family relocated to Garden City in 2008. Dr. Agarwal is board certified in internal medicine and is recognized as a fellow of the American College of Physicians. Dr. Agarwal has an office located at Siena Medical Clinic where she specializes in diabetes and has started a Diabetes Management Center. She is actively involved in the community serving on the hospital board, YMCA board and as a member of Finney County Community Health Coalition.

**Juan Martinez** began his career with the Garden City Police Department in January 2012. Prior to working with GCPD, Martinez earned his associate degree in criminal justice from Garden City Community College. He then earned his bachelor's degree in justice studies from Fort Hays State University. Martinez serves the Garden City community as part of the Patrol Unit Division along with the Gang Unit, Bicycle Patrol Unit, Field Training Officer and part of the Special Weapons and Tactics Team.

**Veronica Medrano** is a long time resident of Garden City. She is the Diabetes Program Coordinator for the Southwest Kansas Diabetes Prevention and Control Program, and works with the Chronic Disease Alliance of Kansas in order to improve education and access for a healthier community. Veronica is an RN and a graduate of Garden City Community College. She will start working towards her Bachelor's Degree this fall from Fort Hays State University.

## Thank You to Our Sponsors:



# CONSIDERATION OF APPROPRIATION ORDINANCE

# Ordinances & Resolutions

ORDINANCE NO. \_\_\_\_\_ -2014

**AN ORDINANCE ESTABLISHING A POLICY FOR THE CITY OF GARDEN CITY, KANSAS, TO PROVIDE ASSISTANCE TO OTHER COUNTIES, CITIES, AND TOWNSHIPS DURING DISASTERS, PURSUANT TO K.S.A. 12-16,117**

**WHEREAS**, the CITY of GARDEN CITY, KANSAS (CITY), has facilities, equipment, and personnel capable of providing assistance in the event of disaster; and

**WHEREAS**, the CITY desires to render assistance that may be appropriate to other counties, cities and townships in the event of disaster.

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

1. That in the event of a locally declared disaster, if there is a request for assistance by another county, city or township, within or outside the state of Kansas, and if the CITY can provide assistance without unduly jeopardizing the protection of its own community, that this ordinance hereby authorizes providing, under the authority of K.S.A. 12-16,117 with all the privileges and immunities provided therein, such assistance as may be required.
2. This ordinance authorizes, in the event of a disaster, the Mayor of the CITY or his/her designee to immediately render such assistance as may be required, provided that, as soon as practical the CITY Commission shall meet and vote upon continuing or providing any additional assistance, and provided further that no actions by the Mayor, or by the CITY Commission of the CITY, shall conflict with any local or interjurisdictional disaster plan adopted by the CITY pursuant to K.S.A. 48-901 et.seq. and amendments thereto.
3. Nothing in this ordinance is intended to conflict with or circumvent any existing interlocal agreement, and automatic aid, intergovernmental or mutual aid agreement, or any authority of the CITY to enter into any such agreement in the future.
4. It is the intent of this ordinance to authorize providing assistance in any form, including, but not limited to, police, fire, emergency management, public works, emergency medical service, public health, administrative and clerical upon the occurrence of imminent threat of widespread or severe damage, injury or loss of lives or property resulting from any natural or man-made cause, including but not limited to, fire, flood, earthquake, wind, storm, tornados, terroristic threats, epidemics, blight, drought, air contamination.
5. That a system shall be maintained to recover possible costs in the event of a long term disaster that has been locally declared in the county and or city that have been affected by the disaster. (Long term being more than 24 hrs of operations.)

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, on this 5th day of August, 2014.

\_\_\_\_\_  
Roy Cessna, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**STAFF REPORT**

***GC2014-39: Rezoning from “A” Agriculture District and “C-1” Neighborhood Shopping District to “R-1” Single Family Residential and “R-3” Multiple Family Residential District, Spruce Street and Jennie Barker Road, Garden City, KS***

**GENERAL INFORMATION**

<b>Date:</b>	June 17, 2014	<b>Jurisdiction:</b>	Garden City
<b>Owner:</b>	Stone Development, LLC		
<b>Applicant:</b>	Reynaldo Mesa		
<b>Requested Action:</b>	Rezoning from “A” Agriculture District and “C-1” Neighborhood Shopping District to “R-1” Single Family Residential and “R-3” Multiple Family Residential District		
<b>Purpose:</b>	Rezone property for residential development		
<b>Location address:</b>	Spruce Street and Jennie Barker Road, Garden City		
<b>Comprehensive Plan:</b>	The Future Land Use shows the potential as up to 2 families		
<b>Sites Existing Zoning:</b>	“A” Agriculture District and “C-1” Neighborhood Shopping District		
<b>Surrounding Zoning:</b>	North “R-2” Single Family Residential District South “P-F” Public Facilities District East “MHP” Manufactured Home Park District and “C-2” General Commercial District West “R-2” Single Family Residential District and “P-F” Public Facilities District		
<b>Land Area:</b>	Contains 13.65 acres +/-		
<b>Notice Date:</b>	This project was published and noticed by mail as required by code.		

**COMMENTS & REQUIRED IMPROVEMENTS**

1. The applicant is requesting to rezone the two parcels in preparation to create the Clarion Park Estates subdivision. (Case: GC2014-37, 38).
2. The applicant is requesting to rezone the north parcel to “R-1” Single Family Residential District, and the applicant is requesting to rezone the south parcel to “R-3” Multiple Family Residential District. (Please refer to the attached map depicting the two districts.) There are no surrounding “R-1” or “R-3” Districts. However, the Comprehensive Plan shows this area as having up to 2 family housing potential.
3. The applicant is proposing to develop the north parcel into thirty six (36) single family homes and the south parcel into sixteen (16) duplexes.
4. The applicant is proposing to extend Amy Street through to Jennie Barker Road and to create a new north/south street, Warrior Street, which will connect into Spruce Street. There will be no other vehicle access allowed onto both streets other than from the alley entrance to the north of Amy Street.
5. The applicant shall comply with regulations regarding “R-1” and “R-3” Districts in the Garden City Zoning Regulations outlined in Articles 5 and 7, including but not limited to building size, setback, lot coverage, etc.

**RECOMMENDATION**

Staff recommends approval of the rezoning. The applicant shall comply with the “R-3” Multiple Family Residential District regulations.

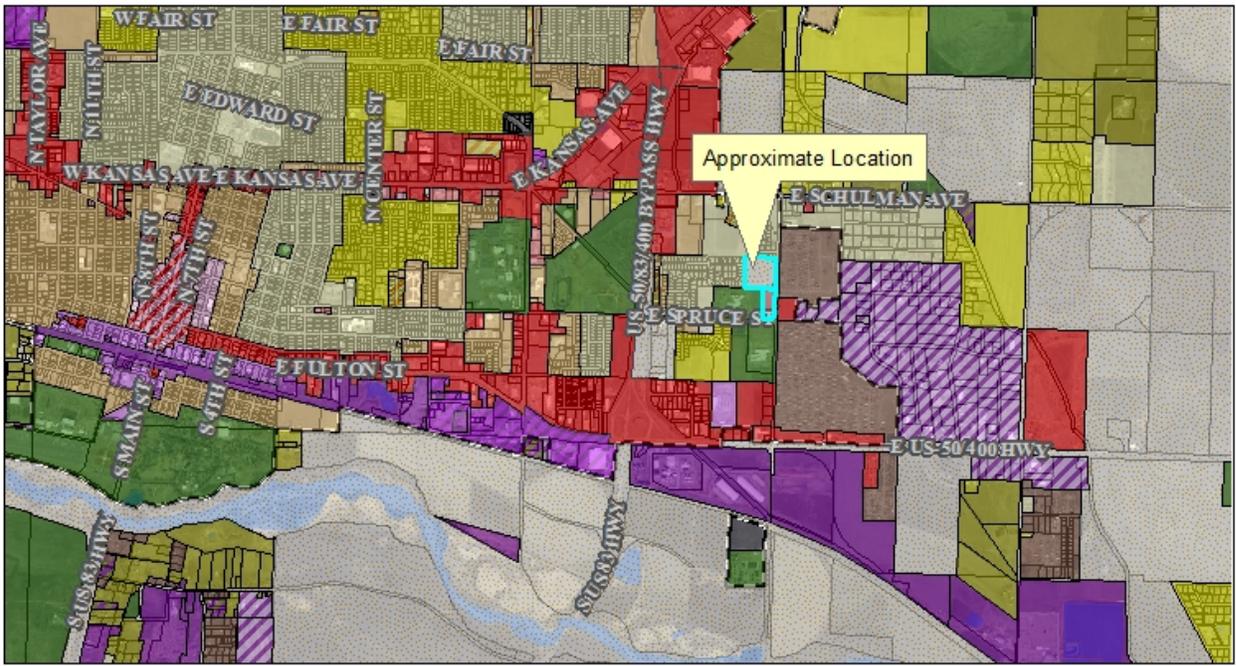
**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission recommended approval.

Members Present- 5

Yea vote- 5

Nay vote- 0

\*Attached you will find minutes from the Planning Commission regarding this case.



Case Number: GC2014-39  
Applicant: Ken Parks  
Address: 951 Jennie Barker  
Request: Rezone from "A" and "C-1" to "R-3"







Front of property along 8<sup>th</sup>, looking west



Front of the property along Bellevue, looking east



Street view on 8<sup>th</sup> looking north



Street view on 8<sup>th</sup> looking south



View of property to the west



View of property to the north



View of property to the east



View of property to the south

*\*These minutes are draft only. They have not been approved by the Planning Commission.*

7/17/2014

**GC2014-37, 38, 39 Zenith Addition Preliminary plat, Final plat and Rezone from "A" & "C-1" to "R-1" and "R-3"**

*Staff Ellingson reads staff report.*

*Discussion ensues regarding setbacks and utility lines.*

*Reynaldo Mesa- We have a couple of representatives here to answer any questions you might have.*

*Ken Parks, Cornerstone Professional Services, discusses items of concern including easements, utilities, retention pond and setbacks.*

*Secretary Kentner- Have you spoke with the school yet regarding the retention pond?*

*Kurth, SMH Consultants- No not yet.*

*Secretary Kentner- With each housing development, the subdivision regulations are not set in stone. They have the ability to request variances and you have the ability to approve them. This is one of those things where we try to work with the developers. We understand not having utilities in front. On several occasions when we did them in the back, we've had to come back and get 15 foot easements in the front yard because of issues with room. We don't mind if they are reduced as long as there is some room there to repair lines outside of the right-of-way. The right-of-way is supposed to be for the road only. We don't have any issues with narrowing that if you want to. We do however, think there should be some room there.*

*Member Laubach- So cosmetically, there wouldn't be any boxes in the front, it would all be underground.*

*Secretary Kentner- It depends on what utilities it's used for. There are pedestals/transformer boxes for electric.*

*Member Laubach- That's what they are trying to avoid.*

*Secretary Kentner- Yes, they want to put them in the back and we understand.*

*Member Laubach- So put that in back and then gas in front?*

*Secretary Kentner- Gas can go underground and are usually behind the house or on the side out of site.*

*Member Weber- If we didn't do a front easement and it was determined later that they needed to, that would be noticed during the construction phase and not when it's occupied, right?*

*Secretary Kentner- Not necessarily. Some of these issues come up years after the fact.*

*Member Laubach- But the minimum could be five feet.*

*Secretary Kentner- If it were five feet, odds are there aren't many utilities that would fit in five feet. That's just one of the issues with developments; a lot of developments have easements in the fronts and some have them but they aren't shown on the plat because they are done after the fact.*

*Member Laubach- If an easement is given, the utility companies have the right to do whatever they want.*

*Secretary Kentner- Yes. If the easements are dedicated, then they are open to however that entity regulates those easements.*

*Ken Parks- Which is why we don't want them at this time. This property is going to be developed start to finish by the same person and anything that comes up can be taken care of at that time. There is already eight feet on each side where a utility can go in. I know there is a sidewalk there, but still.*

*Secretary Kentner- We completely understand that and have no problem decreasing the easement or giving a back easement to accommodate them.*

*Member Laubach- If there was no easement, and there was an issue, the homeowner is going to need to cooperate with the utility company or they will be at risk, right?*

*Secretary Kentner- The city or power company would have to negotiate with the property owner.*

*Member Laubach- Is there any sort of restrictive easement?*

*Secretary Kentner- The only thing is to say that only a certain utility can go in it. They can specify what utility it's for.*

*Ken Parks- If it's gas, we'll have to put the meters on the front of the house.*

*Member Weber- Which is a safety hazard because a car could hit it.*

*Secretary Kentner- It is up to the developer to request it and you to make a recommendation on it. We have two motions: the preliminary plat and the final plat. Just to clarify, this is all going to be done at the same time, there are no phases.*

*Member Lopez- Have they addressed the park requirement issue?*

*Staff Davidson- That will be addressed with the development agreement.*

*Secretary Kentner- Right now, the subdivision requires it but they are already right next to a school with play equipment so they would get the full dedication amount to go toward improving the parks in the vicinity.*

*Member Laubach- So if we approve the preliminary and the final plats, are we going to address the easement issue?*

*Secretary Kentner- Both of those would be contingent upon the zoning being approved. If you'd like, we can proceed with the zoning and have a public hearing, then go back to the plats.*

*Staff Davidson reads staff report for GC2014-39.*

**OPEN PUBLIC COMMENT**

**CLOSE PUBLIC COMMENT**

**MEMBER LUCAS MAKES MOTION TO APPROVE THE REZONING REQUEST.**

**MEMBER WEBER SECONDS MOTION.**

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

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

Motion passed.

*MEMBER WEBER MAKES MOTION TO APPROVE THE PRELIMINARY PLAT WITH FRONT EASEMENT WAIVER.  
MEMBER LUCAS SECONDS MOTION.*

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

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

Motion passed.

*MEMBER WEBER MAKES MOTION TO APPROVE THE FINAL PLAT WITH FRONT EASEMENT WAIVER.  
MEMBER LUCAS SECONDS MOTION.*

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

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

Motion passed.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING THE REZONING OF LAND FROM "A" AGRICULTURE DISTRICT TO "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE ZONING ORDINANCE AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

**SECTION 1.** The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2528-2011 with all amendments thereto, is hereby amended and shall read as follows:

A tract of land located in Section Sixteen(16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6<sup>th</sup> P.M., in Finney County, Kansas, more particularly described as follows:

Beginning at the East Quarter Corner of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6<sup>th</sup> P.M., Finney County, Kansas, thence North along the East Section Line of said Section Sixteen (16), a distance of 660 feet; thence West to the West right of way line of Jennie Barker Road 30.00 feet, said point also being the true point of beginning; thence North 660 feet; thence West 660 feet; thence South 660 feet; thence East 660 feet to the true point of beginning. Except all water rights and rights to appropriate water.

And EXCEPT the Easterly Five (5) Feet deeded to the City of Garden City, Kansas by Deed filed in Book 273, Page 167.

**SECTION 2.** The District Zoning Map referred to in the Zoning Regulations Article 3, Section 3, of the Garden City, Kansas, adopted by Ordinance No. 2528-2011, as previously existing and amended, be and the same is hereby amended, to be consistent with the amendments set forth herein.

**SECTION 3.** The current Zoning Ordinance and District Zoning Map of the City of Garden City, Kansas, as previously existing and amended, be and the same hereby are repealed, to be replaced as specified in this ordinance.

**SECTION 4.** That this ordinance shall be in full force and effect from and after its publication in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 19<sup>th</sup> day of August, 2014.

\_\_\_\_\_  
ROY CESSNA, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDALL D. GRISELL, City Counselor

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING THE REZONING OF LAND FROM "C-1" NEIGHBORHOOD SHOPPING DISTRICT TO "R-3" MULTIPLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE ZONING ORDINANCE AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

**SECTION 1.** The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2528-2011 with all amendments thereto, is hereby amended and shall read as follows:

A tract of land in the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6<sup>th</sup> P.M., in Finney County, Kansas, more particularly described as follows: commencing at the East Quarter corner of Section 16, Township 24 South, Range 32 West, thence at an assumed bearing of North 0°00'00" East along the East section line of Section 16 for a distance of 30.00 feet to the point of beginning; thence at a bearing of North 89°50'32" West for a distance of 300.00 feet; thence along the East line of USD 457 property at a bearing of North 0°01'28" East for a distance of 630 feet; thence at a bearing of South 89°50'32" East for a distance of 299.72 feet; thence South along the East line of Section 16 at a bearing of South 0°00'00" West for a distance of 630.00 feet to the point of beginning.

EXCEPT Tracts deeded to the City of Garden City, Kansas by Deed filed in Book 273, page 166, described as follows:

The Easterly 35 feet of the Northerly 333.88 feet of the Southerly 659.65 feet of the Northeast Quarter (NE/4) of Section 16, Township Twenty-four (24) South, Range Thirty-two (32) West of the 6<sup>th</sup> P.M., Finney County Kansas; and

The Easterly 40 feet of the Northerly 261.00 feet of the Southerly 325.77 feet of the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6<sup>th</sup> P.M., and

The Easterly 75 feet of the Southerly 64.77 feet of the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6<sup>th</sup> P.M., in Finney County, Kansas.

**SECTION 2.** The District Zoning Map referred to in the Zoning Regulations Article 3, Section 3, of the Garden City, Kansas, adopted by Ordinance No. 2528-2011, as previously existing and amended, be and the same is hereby amended, to be consistent with the amendments set forth herein.

**SECTION 3.** The current Zoning Ordinance and District Zoning Map of the City of Garden City, Kansas, as previously existing and amended, be and the same hereby are repealed, to be replaced as specified in this ordinance.

**SECTION 4.** That this ordinance shall be in full force and effect from and after its publication in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 19<sup>th</sup> day of August, 2014.

\_\_\_\_\_  
ROY CESSNA, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDALL D. GRISELL, City Counselor



# Memo

To: City Commission  
From: Kaleb Kentner  
CC: File  
Date: June 17, 2014  
Re: GC2014-38, FINAL PLAT – Clarion Park Estates

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**ISSUE:** Consideration of the Final Plat of Clarion Park Estates

**BACKGROUND:** At the request of Reynaldo Mesa, the City Commission is asked to review and consider the final plat for Clarion Park Estates (formerly Zenith Addition). The land area is approximately 13.65 acres, and this plat will yield fifty two (52) lots which will provide thirty six (36) single family lots and sixteen (16) duplexes. The subdivision will be zoned “R-1” Single Family Residential District on the north portion and “R-3” Multiple Family Residential District on the south portion.

- On July 17, 2014, the Planning Commission approved the preliminary plat for Zenith Addition with a vote of 5-0. (The name of the subdivision has since changed to Clarion Park Estates.) The staff report for the preliminary plat is included at the end of this report. The applicant is proposing to dedicate a 50’ Right-of-Way (R/W) for Warrior Street, Clarion Circle and Amy Street. The applicant will be required to dedicate the following easements:
  1. A 10’ Public Utility Easement (PUE) straddling lots 2 and 3 of Block 4
  2. A 10’ PUE straddling lots 2 and 3 of Block 2.
  3. A 10’ PUE straddling lots 5 and 6 of block 1.
  4. A 10’ Storm Water/Sewer straddling two lots between lots 6 and 11 of Block 2. The final location to be determined at a later date.
  5. A 20’ PUE along the rear lot lines of lots 1-8 of Blocks 5 and 6.
  6. A 20’ PUE along the east side of lot 10 of Block 1.
  7. A 10’ PUE along the south side of lots 8 and 8 of Blocks 5 and 6.
  8. There will also be 20’ alley dedications for the north, “R-1” lots.
  9. Three 20’x30’ sign easements at the entrances on Spruce and Jennie Barker.
- All the house fronts and garages will face the narrowest lot frontage, and there will be no vehicular traffic allowed onto Spruce Street and Jennie Barker Road other than from Amy Street, the alley to the north of Amy Street, and Warrior Street. The developer plans to build a fence along the perimeter of the property on Jennie Barker Road.

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- The north or “R-1” section of the subdivision will be using alley dumpsters. The south or “R-3” section will be using poly carts.
- The developer will also be responsible to for the ten thousand four hundred dollar (\$10,400.00) park or open space dedication fee (billed at two hundred dollars (\$200.00) per lot).
- The applicant will be required to sign a Development Agreement that will be presented at a later date. The Development Agreement will address the park and open space fee as well as details on the infrastructure improvements.
- The applicant will be required to meet or exceed the Garden City Zoning and Subdivision Regulations for this development.

**ALTERNATIVES:** The Commission may:

1. Approve the plat contingent upon a signed Development Agreement between the City and the Developer
2. Not approve the plat

**RECOMMENDATION:** Staff recommends approval of the Plat contingent upon a signed Development Agreement between the City and the Developer.

**PLANNING COMMISSION:** The Planning Commission recommended approving the final plat with all the front lot-line easements waived. The vote was 5-0.

Present- 5  
Yea- 5  
Nay- 0

*\*These minutes are draft only. They have not been approved by the Planning Commission.*

7/17/2014

**GC2014-37, 38, 39 Zenith Addition Preliminary plat, Final plat and Rezone from “A” & “C-1” to “R-1” and “R-3”**

*Staff Ellingson reads staff report.*

*Discussion ensues regarding setbacks and utility lines.*

*Reynaldo Mesa- We have a couple of representatives here to answer any questions you might have.*

*Ken Parks, Cornerstone Professional Services, discusses items of concern including easements, utilities, retention pond and setbacks.*

*Secretary Kentner- Have you spoke with the school yet regarding the retention pond?*

*Kurth Lancaster, SMH Consultants- No not yet.*

*Secretary Kentner- With each housing development, the subdivision regulations are not set in stone. They have the ability to request variances and you have the ability to approve them. This is one of those things where we try to work with the developers. We understand not having utilities in front. On several occasions when we did them in the back, we’ve had to come back and get 15 foot easements in the front yard because of issues with room. We don’t mind if they are reduced as long as there is some room there to repair lines outside of the right-of-way. The right-of-way is supposed to be for the road only. We don’t have any issues with narrowing that if you want to. We do however, think there should be some room there.*

*Member Laubach- So cosmetically, there wouldn’t be any boxes in the front, it would all be underground.*

*Secretary Kentner- It depends on what utilities it’s used for. There are pedestals/transformer boxes for electric.*



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*Member Laubach-* That's what they are trying to avoid.  
*Secretary Kentner-* Yes, they want to put them in the back and we understand.  
*Member Laubach-* So put that in back and then gas in front?  
*Secretary Kentner-* Gas can go underground and are usually behind the house or on the side out of site.  
*Member Weber-* If we didn't do a front easement and it was determined later that they needed to, that would be noticed during the construction phase and not when it's occupied, right?  
*Secretary Kentner-* Not necessarily. Some of these issues come up years after the fact.  
*Member Laubach-* But the minimum could be five feet.  
*Secretary Kentner-* If it were five feet, odds are there aren't many utilities that would fit in five feet. That's just one of the issues with developments; a lot of developments have easements in the fronts and some have them but they aren't shown on the plat because they are done after the fact.  
*Member Laubach-* If an easement is given, the utility companies have the right to do whatever they want.  
*Secretary Kentner-* Yes. If the easements are dedicated, then they are open to however that entity regulates those easements.  
*Ken Parks-* Which is why we don't want them at this time. This property is going to be developed start to finish by the same person and anything that comes up can be taken care of at that time. There is already eight feet on each side where a utility can go in. I know there is a sidewalk there, but still.  
*Secretary Kentner-* We completely understand that and have no problem decreasing the easement or giving a back easement to accommodate them.  
*Member Laubach-* If there was no easement, and there was an issue, the homeowner is going to need to cooperate with the utility company or they will be at risk, right?  
*Secretary Kentner-* The city or power company would have to negotiate with the property owner.  
*Member Laubach-* Is there any sort of restrictive easement?  
*Secretary Kentner-* The only thing is to say that only a certain utility can go in it. They can specify what utility it's for.  
*Ken Parks-* If it's gas, we'll have to put the meters on the front of the house.  
*Member Weber-* Which is a safety hazard because a car could hit it.  
*Secretary Kentner-* It is up to the developer to request it and you to make a recommendation on it. We have two motions: the preliminary plat and the final plat. Just to clarify, this is all going to be done at the same time, there are no phases.  
*Member Lopez-* Have they addressed the park requirement issue?  
*Staff Davidson-* That will be addressed with the development agreement.  
*Secretary Kentner-* Right now, the subdivision requires it but they are already right next to a school with play equipment so they would get the full dedication amount to go toward improving the parks in the vicinity.  
*Member Laubach-* So if we approve the preliminary and the final plats, are we going to address the easement issue?  
*Secretary Kentner-* Both of those would be contingent upon the zoning being approved. If you'd like, we can proceed with the zoning and have a public hearing, then go back to the plats.  
*Staff Davidson reads staff report for GC2014-39.*  
**OPEN PUBLIC COMMENT**  
**CLOSE PUBLIC COMMENT**  
**MEMBER LUCAS MAKES MOTION TO APPROVE THE REZONING REQUEST.**  
**MEMBER WEBER SECONDS MOTION.**

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

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

Motion passed.



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*MEMBER WEBER MAKES MOTION TO APPROVE THE PRELIMINARY PLAT WITH FRONT EASEMENT WAIVER.  
MEMBER LUCAS SECONDS MOTION.*

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

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

Motion passed.

*MEMBER WEBER MAKES MOTION TO APPROVE THE FINAL PLAT WITH FRONT EASEMENT WAIVER.  
MEMBER LUCAS SECONDS MOTION.*

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

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

Motion passed.



**STAFF REPORT**  
**GC2014-37, 38: Preliminary and Final Plat, Zenith Addition Subdivision**  
**Spruce Street and Jennie Barker Road, Garden City, KS**

**GENERAL INFORMATION**

<b>Date:</b>	June 17, 2014	<b>Jurisdiction:</b>	Garden City
<b>Owner:</b>	Stone Creek, LLC		
<b>Applicant:</b>	Reynaldo Mesa		
<b>Requested Action:</b>	Preliminary and Final Plat for the Zenith Addition Subdivision		
<b>Purpose:</b>	Develop a single and multifamily housing subdivision		
<b>Location address:</b>	The northwest quadrant of Spruce Street and Jennie Barker Road, Garden City		
<b>Comprehensive Plan:</b>	Proposed land use is consistent with the Comprehensive Plan		
<b>Sites Existing Zoning:</b>	If rezoning is approved (GC2014-39), it will be: "R-3" Multifamily Residential District		
<b>Surrounding Zoning:</b>	North	"R-2" Single Family Residential District	
	South	"P-F" Public Facilities District	
	East	"MHP" Manufactured Home Park District and "C-2" General Commercial District	
	West	"R-2" Single Family Residential District and "P-F" Public Facilities District	
<b>Land Area:</b>	Contains 13.65 acres +/-		
<b>Notice Date:</b>	This project was published and noticed by mail as required by code.		

**COMMENTS & REQUIRED IMPROVEMENTS**

The applicant is requesting approval of a preliminary and final plat for the Zenith Addition Subdivision. The applicant plans to build thirty seven (37) single family homes and sixteen (16) duplexes.

Staff has reviewed the **preliminary plat** and is working with the applicant on the remaining items needed to bring the preliminary plat in complete compliance with regulations. The highlights of the corrections are listed below:

1. The fire/water departments are discussing the location of the fire hydrants. These might need to be relocated, or additional ones added.
2. Streetlight locations need to be worked out with the Electric department.
3. If a conflict arises with the location of the existing utility poles that are located in the alley that parallels Jennie Barker Road, the relocation of these poles will be at the developer's expense.
4. There needs to be a ten (10) foot easement straddling lots 2 and 3 of Block 4 and lots 2 and 3 of Block 2. In addition, a ten (10) foot easement will be needed between lots 5 and 6 of block 1. The applicant is requesting a waiver from these easement requirements. However, the electric department has expressed a definite need for easements along lots 5 and 6 of Block 1 and lots 2 and 3 of Block 4 to run lines for the street lights.
5. The Garden City Subdivision regulations require fifteen (15) foot wide front lot line utility easement (70-2: 9.020(A)). The preliminary plat does not indicate that there will be any front lot line easements. The applicant does not want to include

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front yard easements and is requesting a waiver from this easement requirement. The water and sewer lines will be running down the front of the streets and will require easements for these utilities. In addition, the electric department has expressed the need for front yard easements along all of the lots in Blocks 5 and 6. And, Black Hills Energy will at the least require a front lot line easement for lot 12 of block 2 and lot 5 of block 3 along Zenith Street.

- The applicant shall be required to adhere to all other regulations outlined in the Subdivision Regulations, unless otherwise approved by the planning commission.

For the **final plat**, the comments from the initial review are included. The highlights of the corrections are:

The Preliminary Plat does not indicate any park or open space dedications. With no dedications, the developer would then be responsible for the ten thousand six hundred dollar (\$10,600.00) fee (Billed at two hundred dollars (\$200.00) per lot.). However, the developer is still working on possible alternatives to this fee. This issue will be covered in the development agreement.

**RECOMMENDATION**

**Preliminary Plat:**

Staff recommends approval of the preliminary plat contingent upon the developer addressing items 2-6 listed above as well as all other issues to be addressed listed on the site plan review comments.

**Final Plat:**

Staff recommends approval of the final plat contingent upon the developer addressing item 14 listed above as well as all other issues listed in the original site plan review comments and that a development agreement between the developer and the City is signed.

**PLANNING COMMISSION RECOMMENDATION:**

Members Present- 5

**Preliminary Plat:**

Yea vote- 5

Nay vote- 0

**Final Plat:**

Yea vote- 5

Nay vote- 0



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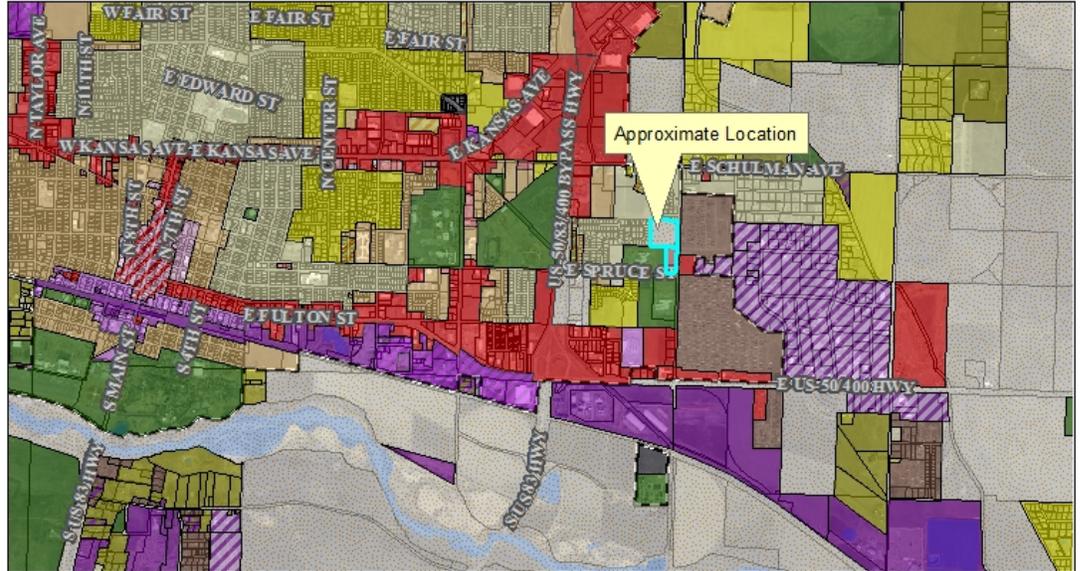
GARDEN CITY, KS

67846-0998

PH 620.276.1170

FAX 620.276.1173

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

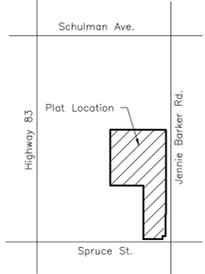


Case Number: GC2014-39  
Applicant: Ken Parks  
Address: 951 Jennie Barker  
Request: Rezone from "A" and "C-1" to "R-3"



# CLARION PARK ESTATES

Located In the Southeast Quarter of the Northeast Quarter of Section 16,  
Township 24 South, Range 32 West of the 6th P.M.,  
Garden City, Finney County, Kansas



**PLAT LEGAL DESCRIPTION:**

A Tract of Land located in the Southeast Quarter of the Northeast Quarter of Section 16, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas, more particularly described as follows:  
Commencing at the East Sixteenth Corner of the Northeast Quarter of said Section 16, being a set 1/2" R-bar, Parks;  
thence North 88°13'46" West on the North line of said Southeast Quarter of the Northeast Quarter of Section 16 a distance of 35.00 feet to a set 1/2" R-bar;  
thence South 01°40'33" West a distance of 993.55 feet to a set 1/2" R-bar;  
thence North 88°10'05" West a distance of 5.00 feet to a set 1/2" R-bar;  
thence South 01°40'33" West a distance of 261.00 feet to a set 1/2" R-bar;  
thence North 88°10'05" West a distance of 35.00 feet to a set 1/2" R-bar;  
thence South 01°40'33" West a distance of 34.77 feet to a set 1/2" R-bar;  
thence North 88°10'05" West a distance of 225.00 feet to a found 1/2" R-bar, Matthews;  
thence North 88°10'05" East on the East line of Mayo East Addition a distance of 630.00 feet to a set 1/2" R-bar;  
thence North 01°40'33" East on the North line of Mayo East Addition a distance of 390.32 feet to a set 1/2" R-bar;  
thence North 01°43'06" East on the East line of Wilson Fifth Addition a distance of 658.45 feet to a found 5/8" R-bar, Matthews;  
thence South 88°25'24" East a distance of 39.86 feet to the Southwest corner of Heritage Place Addition No. 1 being a found 5/8" R-bar, Matthews;  
thence South 88°13'46" East on the North line of said Southeast Quarter of the Northeast Quarter of Section 16 a distance of 614.97 feet to the point of beginning, containing 13.7 acres, more or less.

**SURVEYOR'S CERTIFICATION**

This is to certify to the best of my knowledge that the survey of the described land division is accurately represented on this plat.

Ken Parks, LS No. 1289

**COUNTY SURVEYOR'S CERTIFICATION**

This plat has been examined this day of 2014, for compliance with K.S.A. 58-2005.

Vernon L. Cress, LS No. 899,  
County Surveyor

**OWNER'S CONSENT AND DEDICATIONS**

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, being the sole proprietor and owner of the land included within the plat shown hereon, am the only person whose consent is necessary to pass clear title to said land and I hereby consent to the making and recording of said plat. The public streets, alleys and public utility easements are hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF this consent is executed this day of 2014.

Amro Samy, Member,  
Stone Development, LLC

State of Kansas ss.  
Finney County

This consent and dedications was acknowledged before me, the undersigned officer, by Amro Samy, Member, Stone Development, LLC this day of 2014.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public (Seal)  
My commission expires

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

State of Kansas ss.  
Finney County

This plat has been reviewed and is hereby approved this day of 2014.

Ken Rishel, Chairman Kaleb Kentner, Secretary

**THE CITY OF GARDEN CITY, KANSAS**

State of Kansas ss.  
Finney County

These public streets, alleys and public utility easements are accepted by the Governing Body of the City of Garden City, Kansas, as shown on this plat, are hereby dedicated this day of 2014.

Roy Cessna, Mayor

Attest: Celyn Hurtado, City Clerk

**UTILITY AND HOUSE NOTES:**  
1. Utilities in Side Lot PUE's are to be installed in conduit or casing and buried a minimum of 4 feet.  
2. Poly-Cart Trash Containers will only be used in the R-3 Lots of Blocks 5 and 6.  
3. All House fronts and garages will face the narrowest Lot frontage.

- LEGEND**
- Found Monument
  - Set 1/2" x 24" R-bar & Parks LS 1289 cap
  - R Record Measurement
  - M Measured
  - G Government Measurement
  - PUE Public Utility Easement
  - VNAE Vehicle Non-Access Easement
  - STS Stormwater

**ORDINANCE NO. \_\_\_\_\_-2014**

AN ORDINANCE REGULATING NOISE IN THE CITY OF GARDEN CITY, KANSAS; DEFINING TERMS AND CONDITIONS RELATED TO REGULATION OF NOISE; SPECIFYING MAXIMUM NOISE LEVELS ACCEPTABLE IN ZONING DISTRICTS, REFERRED TO AS CITY DISTRICTS AND ZONES IN THE ZONING REGULATIONS OF THE CITY; CREATING NEW SECTIONS 62-21, 62-22, 62-23, 62-24 AND 62-25 TO THE CODE OF ORDINANCES OF THE CITY; REPEALING IN ITS ENTIRETY CURRENT CODE SECTION 62-9; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

**WHEREAS**, it is the policy of the City of Garden City, Kansas (City) to minimize the exposure of citizens to excessive noise and to protect, promote and preserve the public health, comfort, convenience, safety and welfare; and

**WHEREAS**, it is the intent of the City to control the level of noise in a manner which promotes commerce; protects the sleep and repose of citizens; promotes the use, value and enjoyment of property; and preserves the quality of the environment; and

**WHEREAS**, it is desirable to address common noise complaints caused by repetitive and excessive noise by adding maximum decibel levels and by adding restrictions on noise from animals and from amplifiers in public right-of-way;

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

**SECTION 1.** That new Section 62-21 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Sec. 62-21. – Noise - General.**

(a) General Provisions.

1. Scope. This section applies to the control of all sound and noise within the city.
2. Overview. This section is designed to regulate noise by various alternative means in order to allow the enforcement of noise regulations at times when and by persons for whom noise meters are not available. A noise may be in violation of this section because it is disturbing to a reasonable person of ordinary sensibilities or because it exceeds the decibel level restrictions provided below. If a noise violates more than one of these provisions, the violation will be enforced under whichever provision is most applicable to the situation, as determined by a code enforcement or law enforcement officer of the city.

(b) Definitions.

*Ambient noise* shall mean the all-encompassing noise level associated with a given environment, being a composite of sounds from all sources at the location, constituting the normal or existing level of environmental noise at a given location.

*A-Weighting (dBA)* shall mean the sound pressure level in decibels as measured on a sound level meter using the A-weighted network. The level so read is designated dB(A) or dBA.

*Commercial* shall mean property in the following city zoning districts:

- “CO” Office and Service Business District
- “C-1” Neighborhood Shopping District
- “C-2” General Commercial District
- “C-3” Central Business District
- “P-F” Public Facilities District

*Decibel (dBA)* shall mean the unit of measurement for sound pressure at a specified location.

*Governmental function* shall mean work conducted by a governmental entity in the interest of the community.

*Sound level* shall mean the instantaneous sound pressure level measured in decibels obtained by the use of a sound level meter set for A-weighting on slow integration speed, unless otherwise noted.

*Residential* shall mean property in the following city zoning districts:

- “R-1” Single Family Residential District
- “R-2” Single Family Residential District
- “R-3” Limited Multiple Family Residential District
- “R-4” Multiple Family Residential District
- “R-C” Condominium – Townhouse District
- “MHP-MHS” Mobile Home Park and Mobile Subdivision District

*Unreasonable noise* shall mean:

- (1) Any unreasonably loud, disturbing, and unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof; or
- (2) Any noise of such character, intensity and continued duration, which substantially interferes with the comfortable enjoyment of persons of ordinary sensibilities in residential zoning districts.

**SECTION 2.** That new Section 62-22 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Sec. 62-22. – Restrictions on Decibel Levels.**

- (1) Maximum sound levels. During the times and in the zoning districts set out below, the activities that create a sound pressure level on the complainant’s real property line that exceeds the maximum allowable sound level (dBA) below are declared to be public nuisances:

All **residential** zoning districts:

- Daytime: 7 a.m. to 10 p.m. - 70 dBA
- Nighttime: 10p.m. to 7 a.m. - 60 dBA

All **commercial** zoning districts:

- Daytime: 7 a.m. to 11 p.m. - 80 dBA
- Nighttime: 11 p.m. to 7 a.m. - 70 dBA

All residential or commercial zoning where ambient noise level exceeds the prescribed maximum level:

- 7 a.m. to 11 p.m. - Existing Ambient (dBA) + 3 dBA
- 11 p.m. to 7 a.m. - Existing Ambient (dBA)

- (2) Method of noise measurement. Noise measurements shall be a minimum of 30 seconds in duration. Decibel levels are measured from the complainant's real property line. In residential zoning districts adjacent to commercial zoning districts, the residential decibel levels apply when measured from the source of the noise in a commercial zoning district. In residential housing units that share a common wall or are located in a housing, apartment, or condominium project, decibel levels are measured at or in the complainant's housing unit. Violations will be determined based on the highest registered reading in that measurement period. All measurement levels will be inclusive of any ambient noise that exists at the time of the measurement.

**SECTION 3.** That new Section 62-23 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Sec. 62-23. – Noise Prohibited.**

- (1) In addition to the noise restrictions in section 62-22, no person shall make, cause, suffer, allow or permit unreasonable noise in such a manner, or with such volume, intensity or duration, so as to disturb a reasonable person of ordinary sensibilities. A decibel level shall not be required for the enforcement of this subsection.
- (2) This subsection is intended to apply to, but is not limited to, unreasonable noises in the form of:
- a. Amplifiers in public right-of-way and on city property. The use of a bullhorn, loudspeaker, or other amplification is prohibited in the public right-of-way and on city property, unless permitted as an exception below.  
Exceptions:
    - i. Public safety officials while performing their duties.
    - ii. Persons with a noise ordinance waiver granted by the city manager or the governing body.
  - b. Construction Work. Noise created by construction work within three hundred (300) feet of an occupied residential structure involving the erection, excavation, demolition, alteration, or repair of any building, structure, or flatwork is prohibited as follows:
    - Before 6:00 a.m. or after 8:00 p.m. Monday-Friday
    - Before 7:00 a.m. or after 8:00 p.m. Saturday-Sunday
  - c. Solid Waste Collection. Noise created by solid waste haulers within three hundred (300) feet of residential zoning before 6:00 a.m. or after 11:00 p.m. is prohibited.
  - d. Music. The playing of any music or musical instrument in such manner or with such volume or bass, particularly during the nighttime hours described in section 62-22(1) above, as to annoy or disturb the quiet, comfort or repose of persons of ordinary sensibilities in any dwelling, hotel, motel or other lodging facility, or any other type of residence.
  - e. Horns or other signal devices. The continued or frequent sounding of any horn, air horn, or signal device on any vehicle except as a danger or warning signal; the creation by means of any such signal device of any unreasonably loud or harsh noise for any unnecessary and unreasonable period of time.
- (3) Exemptions. The following acts and sounds shall be exempt from the requirements or prohibitions of this section:
- a. Noise generated due to normal building conditioning and ventilation and property maintenance.
  - b. Activities in the fields, grounds or facilities of any sporting arena, stadium, or sports complex to which the public has access.
  - c. Noise which results from the reasonable use, recreational enjoyment or maintenance of residential property located in the city including, but not limited to, noise made by children, lawn mowers, chippers, trimmers, blowers, and power tools.
  - d. Noise which results from the reasonable maintenance of commercial and governmental property including, but not limited to, lawn mowers, chippers, trimmers, blowers, and power tools.
  - e. Church bells and chimes.
  - f. Noise made at events associated with public or private schools or religious institutions, such as fairs, festivals, cultural events, carnivals, or recreational activities.

- g. The emission of sound for the purpose of alerting the public of an emergency or the performance of emergency work.
  - h. Noise made by children and adults on educational facility and athletic grounds during school curricular and extra-curricular activities.
  - i. Festivals or events occurring on public parks which are permitted or approved by the city
- (4) The city manager, or designee, shall have the authority to authorize the holding of a special event that creates sound, music, or noise in excess of what is allowed by this section. A person, business, or group wanting to hold a special event having sound, music, or noise in excess of what is allowed by 62-22(1) or 62-23(1) or (2), shall submit a written request to the office of the city manager at least 14 calendar days prior to the special event. The request shall include the location, date, beginning and ending times, nature of the special event, type of noise to be created, and an acknowledgment that if a complaint is brought to the attention of the holder of the special event, by the police department, that the noise will be mitigated. The city manager shall consider the interests of the requesting person, business, or group, the interests of adjacent neighbors and neighborhoods, the interests of the community as a whole, and any problems which may have arisen with a similar request. The city manager may, in the city manager's sole discretion, grant or deny any request, or refer a request directly to the governing body. Any person, business, or group denied a request by the city manager shall have the right to submit the request to the governing body.

**SECTION 4.** That new Section 62-24 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Sec. 62-24. – Enforcement.**

The provisions of sections 62-22 and 62-23 shall be enforced by the city police department or the city code enforcement department.

**SECTION 5.** That new Section 62-25 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Sec. 62-25. – Penalties.**

1. A person commits an offense if the person makes noise in violation of section 62-22 or 62-23.
2. An offense under this section is a class c violation and is punishable by a fine of not more than Five Hundred Dollars (\$500.00).
3. Each occurrence of a violation, or, in the case of multiple violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.
4. A violation of this section is a nuisance. The prosecution of an offense under this section does not limit the city's right to abate the nuisance, including the use of injunctive or other civil relief.

**SECTION 6.** The Code of Ordinances for the City of Garden City, Kansas, Section 62-9 as previously existing, is hereby repealed.

**SECTION 7.** This ordinance shall be in full force and effect on September 1, 2014, after its publication in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 5th day of August, 2014.

---

ROY CESSNA, Mayor

ATTEST:

\_\_\_\_\_  
CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDALL D. GRISELL  
City Counselor

(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:

*North of railroad tracks between 13<sup>th</sup> Street & Taylor Avenues – Tree branches & trash 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 5<sup>th</sup> day of August, 2014.

\_\_\_\_\_  
**Roy Cessna, MAYOR**

**ATTEST:**

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

**RAILROAD RIGHT-OF-WAY**



**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:

*2517 N. Main Street- Inoperable and/or unregistered vehicle-Blue Dodge Neon & White Oldsmobile Sedan*

*157 Honey Bee Street- Inoperable and/or unregistered vehicle-Red Chevy Truck*

*1712 St. John Street- Inoperable and/or unregistered vehicle- Red Chevy SUV*

**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 5<sup>th</sup> day of August, 2014.

\_\_\_\_\_  
**Roy Cessna, MAYOR**

**ATTEST:**

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

**2517 N. Main Street**



**157 Honey Bee**



**1712 St. John Street**



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

**RESOLUTION NO.** \_\_\_\_\_

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

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

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

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

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

*504 N. 3<sup>rd</sup> Street- Dead and/or Diseased Tree(s) on property*

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

**PASSED AND APPROVED** by the Governing Body of the City of Garden City, Kansas, on this 5<sup>th</sup> day of August, 2014.

\_\_\_\_\_  
**Roy Cessna, MAYOR**

**ATTEST:**

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

504 N. 3<sup>rd</sup> Street



# Old Business

# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 30 July 2014

**RE:** 2014 GENERAL OBLIGATION & SPECIAL ASSESSMENT  
BOND ISSUE

## ISSUE

At the July 15<sup>th</sup> meeting, the Governing Body authorized proceeding with the 2014 Capital Improvement projects that require debt financing. In addition, we have the special assessment for the streetscape improvements at Seventh and Laurel Streets ready for permanent financing.

## BACKGROUND

The 2014 projects requiring bond financing are identified on the attached description. Issuance costs have been included. Bond Counsel Mary Carson has prepared two authorizing Ordinances, for the Major Trafficway projects and Public Building project. This is the first step in the bond issuance process, which is outlined on the accompanying schedule of events. Special assessment documents will be presented for consideration and approval on August 19<sup>th</sup>.

Financial Advisor Chuck Bouly presents a Fiduciary Engagement Agreement for Governing Body consideration and approval. This is a routine agreement for professional services related to the bond issue.

## ALTERNATIVES

- 1) The Governing Body may adopt the Ordinances and accept and approve the Fiduciary Engagement Agreement.
- 2) Defer action to a later date.

## RECOMMENDATION

Staff recommends that the Governing Body adopt the Ordinances and accept and approve the Fiduciary Engagement Agreement.

## FISCAL

Bond Counsel and Financial Advisor services are included in the issuance costs in the bond issue. The first debt service payment is included in the 2015 budget.

*Steve Cottrell*



## **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

## 2014 G.O. BOND ISSUE PROJECT DESCRIPTIONS



### Engineering Department

Steven F. Cottrell, P.E.  
City Engineer

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

### Major Trafficway Bond

1. Kansas Avenue Widening and Reconstruction (KDOT Project # 156-28 KA-2621-01) Total estimated cost \$1,743,800. City Share only: **estimated cost \$893,800.00. Issuance Costs: \$14,184.00.**
2. Kansas Avenue Bike/Ped Pathway (KDOT Project # 28 TE-0385-01) Total estimated cost \$831,000. City Share only: **estimated cost \$166,200.00. Issuance Costs: \$2,638.00.**

**Total 1,060,000.00 + \$16,822.00 = \$1,076,822.00**

### Public Building Bond

1. Water Department Office and Warehouse facility: **estimated cost \$1,700,000.00. Issuance Costs: \$26,978.00**

**Total 1,700,000.00 + \$26,978.00 = \$1,726,978.00**

**GRAND TOTAL \$ 2,803,800.00**

A handwritten signature in cursive script that reads "Steven F. Cottrell".

Steven F. Cottrell, PE  
City Engineer  
24 July 2014



**City of Garden City, Kansas  
General Obligation Bonds, Series B, 2014**

August 2014							September 2014							October 2014						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					<u>1</u>	<u>2</u>	<u>7</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>				<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>14</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>21</u>	<u>15</u>	<b>16</b>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
<u>17</u>	<u>18</u>	<b>19</b>	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>28</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>
<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>		<u>29</u>	<u>30</u>					<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>	
<u>31</u>																				

**SCHEDULE OF EVENTS**  
(As of July 15, 2014)

Dates	Event
Tuesday, August 5, 2014	City Commission authorizes 2014 CIP Projects
Wednesday, August 13, 2014	Circulate draft of Preliminary Official Statement for comments
Tuesday, August 19, 2014	City Commission adopts Resolution setting Bond Sale date of September 16, 2014 and approves Preliminary Official Statement
Wednesday, August 20, 2014	Ship rating package to rating agency Mail Call Notice regarding retirement of Notes
Tuesday, August 26, 2014	Send Notice of Bond Sale to <b>Kansas Register</b> and <b>Garden City Telegram</b> Rating telephone interview
Wednesday, September 3, 2014	Receive bond rating
Thursday, September 4, 2014	Publish Notice of Bond Sale in the <b>Kansas Register</b> and <b>Garden City Telegram</b> Distribute Preliminary Official Statement and Notice of Bond Sale to potential bidders
Tuesday, September 16, 2014	Bond Sale – City Commission takes action on low bid, Bond Resolution and Ordinance
Friday, September 19, 2014	Publish Ordinance Mail Final Official Statement
Monday, October 6, 2014	Transcript to Kansas Attorney General’s Office for Approval Bonds to Kansas State Treasurer
Friday, October 10, 2014	Bonds Shipped to Depository Trust Company (DTC)
Wednesday, October 15, 2014	Bond Closing Retire Temporary Notes

(Published in *The Garden City Telegram* on August 8, 2014)

ORDINANCE NO. \_\_\_\_-2014

AN ORDINANCE AUTHORIZING THE CITY OF GARDEN CITY, KANSAS TO CONSTRUCT CERTAIN MAIN TRAFFICWAY IMPROVEMENTS IN THE CITY AND AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY THE COSTS THEREOF.

WHEREAS, K.S.A. 12-685 to 12-690, inclusive (the “Act”) authorizes the City of Garden City, Kansas (the “City”) to construct main trafficway improvements and to issue general obligation bonds of the City to pay costs of the improvements; and

WHEREAS, pursuant to Ordinance No. 2250 of the City passed on October 28, 2003 (Section 86-11 of the City Code), the City has designated Kansas Avenue within the City limits as a main trafficway or main trafficway connection as provided in the Act; and

WHEREAS, the governing body of the City has determined it necessary to make the public improvements described in Section 1 of this Ordinance (the “Project”); and

WHEREAS, the governing body of the City finds it necessary to authorize the Project and provide funds to pay the cost of the Project through the issuance of general obligation bonds of the City in an amount not to exceed \$1,076,822.00

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

**Section 1.** Pursuant to the authority of the Act and Ordinance No. 2250, the City authorizes the construction of the following improvements as described below:

A. Widening and reconstructing Kansas Avenue (KDOT Project #156-28 KA-2621-01), from Main Street to Third Street, at a total estimated cost of \$1,743,800, of which \$907,984.00 (including bond costs of issuance) will be paid by the City, with the balance paid by the Kansas Department of Transportation (KDOT).

B. Bike/Ped Pathway along Kansas Avenue from Campus Drive to Leslie Road (KDOT Project #28 TE-0385-01) at a total estimated cost of \$831,000.00, of which \$168,838.00 (including bond costs of issuance) will be paid by the City, with the balance paid by KDOT.

**Section 2.** General obligation bonds of the City, in an amount not to exceed \$1,076,822.00, are authorized to be issued under the Act to pay the costs of the Project and all things necessary and related to the Project, including costs of issuance. Temporary Notes of the City may be issued, to pay for a portion of the costs of the Project until the general obligation

bonds authorized by this Ordinance may be issued. This Ordinance shall constitute a declaration of official intent pursuant to U.S. Treasury Regulation, §1.150-2.

**Section 3.** This Ordinance shall be in full force and effect from and after its adoption by the governing body of the City and publication one time in the official City newspaper.

*[Remainder of Page Intentionally Left Blank]*

PASSED AND APPROVED by vote of the governing body of the City of Garden City, Kansas on August 5, 2014.

CITY OF GARDEN CITY, KANSAS

[seal]

By \_\_\_\_\_  
Roy Cessna, Mayor

ATTEST:

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

(Published in the *Garden City Telegram* on August 8, 2014)

ORDINANCE NO. \_\_\_\_-2014

AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, AUTHORIZING THE CITY TO MAKE CERTAIN PUBLIC BUILDING IMPROVEMENTS AND AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS IN AN APPROXIMATE PRINCIPAL AMOUNT OF \$1,726,978 TO PAY COSTS OF THE IMPROVEMENTS.

WHEREAS, K.S.A. 12-1736 *et seq.*, as amended (the “Public Building Act”), authorizes the governing body of the City of Garden City, Kansas (“City”) to acquire and construct, make repairs, reconstruct, remodel, replace, make additions to, furnish or equip any public building and to issue general obligation bonds of the City for such purposes; and

WHEREAS, the governing body of the City has determined it is necessary to authorize the improvements described in Section 1 of this Ordinance (the “Public Building Project”),

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

Section 1. Under the authority of the Public Building Act the City authorizes the construction of additional office space and a warehouse facility for the Water Department, and all things necessary and related thereto, at an estimated cost \$1,726,978.00 (including costs of issuing bonds).

Section 2. Payment of Project Costs. The Public Building Project is authorized with the costs to be paid by the city-at-large portion by issuance of general obligation bonds of the City in the amount of \$1,726,978.00, as provided by the Public Building Act. Temporary Notes may be issued to pay the costs of the Public Building Project until the general obligation bonds authorized by this Ordinance are issued.

Section 3. Reimbursement. The obligations authorized by this Ordinance are authorized to reimburse expenditures made by the City 60 days before the date of this Ordinance and thereafter, as provided in United States Treasury Regulation § 1.150-2.

Section 4. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval by the governing body of the City and publication one time in the official City newspaper.

*[Remainder of Page Intentionally Left Blank]*

PASSED AND APPROVED by the governing body of the City of Garden City, Kansas  
on August 5, 2014.

CITY OF GARDEN CITY, KANSAS

[Seal]

By \_\_\_\_\_  
Roy Cessna, Mayor

ATTEST:

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



## **FIDUCIARY ENGAGEMENT AGREEMENT**

This Fiduciary Engagement Agreement (“Agreement”) is made this 5<sup>th</sup> day of August, 2014, by and between **THE CITY OF GARDEN CITY, KANSAS** (“Issuer”), and **GEORGE K. BAUM & COMPANY**, located at Wichita, Kansas (“GKB”).

**PURPOSE:** The Issuer has identified a specific capital project for the purpose of permanently financing of the City’s 2014 CIP Projects (the “Project”) which may result in the issuance of bonds, notes, refunding bonds and the use of other financial instruments (the “Transaction”). The Issuer deems it in its best interest to engage and retain GKB, an independent registered municipal advisor firm, to provide certain advisory services to the Issuer for or related to the Transaction, including but not limited to the preparation of supporting data, bond market information, assistance in obtaining bond ratings, and assistance in investor negotiations.

**CONSIDERATION:** Consideration for this Agreement includes the services, compensation, and mutual exchange of promises of the parties specified herein.

### **SPECIFIC PROVISIONS**

The provisions of the above “Purpose” section shall be material and binding to this Agreement.

1. **GKB’s Obligations.** GKB shall provide the Issuer with advisory services for or related to the Transaction, including the analysis of the cost and benefits relative to financing the Project, and:
  - A. Work with the Issuer, and others as directed by the Issuer, concerning the legal and financial issues associated with the Transaction;
  - B. Attend all meetings and be available to the Issuer, and its other agents, for consultation and conference at times and places mutually agreed upon;
  - C. Assist the Issuer in the preparation, coordination and distribution of printed matter for or related to the Transaction, including circulars, press releases, special mailings, etc., in order to acquaint the Issuer’s population with the benefits and financial considerations of the Transaction;
  - D. Prepare financial information and schedules necessary to acquaint the Issuer with the benefits of the various forms of debt financing for the Transaction;
  - E. Assist in the preparation of a credit presentation for bond rating agencies and bond insurance companies, if any;
  - F. Assist in the collection and preparation of the documents necessary to accomplish the Transaction including any related contracts and agreements or documents related to offering securities either for purchase or sale, all of which shall be appropriately executed and satisfactory to the Issuer;

- G. Arrange for closing and delivery of the any bonds;
  - H. It is expressly understood and agreed that this Agreement does not intend, and is not under any circumstances to be construed as requiring GKB to perform services which may constitute the practice of law. GKB is employed in an expert financial capacity only;
  - I. It is expressly understood and agreed that, under this Agreement, GKB is acting as an advisor or fiduciary to the Issuer for or related to the Transaction. GKB retains the right to be engaged by the Issuer on other transactions in a capacity other than as an advisor or fiduciary;
  - J. It is expressly understood and agreed that GKB will not limit its work to the steps outlined, but will extend its services as necessary to ensure that all appropriate advice for or related to the Transaction is provided to the Issuer in a professional and satisfactory manner.
2. **Issuer's Obligations.** The Issuer's obligations shall include the following:
- A. Retain GKB as its advisor for and related to the Transaction;
  - B. Cooperate with GKB in the proper development of the Transaction and provide all pertinent information needed to allow GKB to provide the Issuer with informed advice, and to support the desired Transaction on behalf of the Issuer;
  - C. Employ a nationally recognized firm of bond attorneys and utilize the services of the Issuer's attorney;
  - D. Pay for all costs of legal advice, printed matter, advertising, bond ratings, bond insurance premium, required audits and other professional services;
  - E. Pay GKB an advisory fee of \$4.50 per \$1,000 principal amount of bonds issued, at the time of the completion of the Transaction.
3. **Term.** The term of this Agreement shall commence on August 5<sup>th</sup>, 2014, and shall expire on the completion of the Transaction, except as terminated earlier pursuant to the provisions below.
4. **Termination.** The Issuer, at its sole discretion, may terminate this Agreement at any time by providing a written notice of termination to GKB. At the termination of this Agreement, the Issuer shall pay GKB such compensation earned to the date of such termination, which payment shall be in full satisfaction of all claims against the Issuer under this Agreement.
5. **Additional Transactions.** During the Term of this Agreement, if the Issuer decides to consider or pursue other or additional financing, either for the Project or for other separate projects the Issuer identifies from time-to-time ("Additional Transactions"), the

Fiduciary Engagement Agreement

Issuer may engage GKB to act as its exclusive investment banker to provide financial advisory, or municipal advisory, or underwriting or placement agent services for any of those Additional Transactions. In that event, the parties will execute separate written engagement agreements for each of any such Additional Transactions. Until such a separate additional agreement is in place, the parties understand and agree that GKB will not provide any advice or recommendations to the Issuer regarding any such Additional Transactions.

6. **Execution.** This Agreement may be executed in multiple counterparts and together such counterparts will be deemed an original.

IN WITNESS WHEREOF, the parties here have executed this Agreement the day and year first above written.

AGREED TO AND ACCEPTED:

**GEORGE K. BAUM & COMPANY**

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

Printed Name: Charles M. Bouilly

Title: Senior Vice President

**CITY OF GARDEN CITY, KANSAS**

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

Printed Name: \_\_\_\_\_

Title: Mayor

# New Business



## MEMORANDUM

**TO:** Governing Body

**FROM:** Matt Allen, City Manager  
Randy Grisell, City Attorney

**DATE:** August 1, 2014

**RE:** Settlement of Lawsuit with Wheatland Electric concerning the annexation of the Wastewater Treatment Plant and the statutory compensation thereto.

---

### CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

### Issue

The Governing Body is asked to consider and approve a Settlement Agreement and Release between the City of Garden City, Kansas and Wheatland Electric Cooperative, Inc., in Case no. 14 CV 10, in the District Court of Finney County, Kansas, captioned-Wheatland Electric Cooperative, Inc. v. City of Garden City, Kansas, concerning the annexation of the Garden City Waste Water Treatment Plant and the statutory compensation related thereto.

### Background

The City of Garden City was sued by Wheatland Electric Cooperative, Inc. earlier this year for non-payment of a demand for statutory payment due them under KSA 66-1,176 in the amount of \$569,121.22. The City had taken the position that the amount owed Wheatland Electric was less than what was demanded. The parties have reached a settlement in the amount of \$500,000.00. The settlement agreement and payment require City Commission approval.

### Alternatives

1. Approve the agreement and settle the suit.
2. Do not approve the agreement and proceed to have the case heard in court.

### Recommendation

Staff and legal counsel recommend Alternative 1.

### Fiscal Note

The \$500,000 payment will draw down the projected cash carry-over in the Electric Utility Fund.

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)

## **SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (“AGREEMENT”) is made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between WHEATLAND ELECTRIC COOPERATIVE, INC. (“WHEATLAND”) and CITY OF GARDEN CITY, KANSAS (“GARDEN CITY”). The recitals are an integral part of this AGREEMENT.

**WHEREAS**, on January 22, 2014, WHEATLAND filed suit (“LAWSUIT”) in the District Court of Finney County, Kansas, against GARDEN CITY, said LAWSUIT styled *WHEATLAND ELECTRIC COOPERATIVE, INC. and CITY OF GARDEN CITY, KANSAS*, and given Case No. 14CV10, the pleadings and Court records of which are incorporated herein by reference; and

**WHEREAS**, on March 5, 2014, GARDEN CITY filed its Answer; and

**WHEREAS**, the parties now desires to resolve and settle in full all claims that either party had or currently has against the other party relating to the annexation of the Garden City Waste Water Treatment Plant, including the claims made by WHEATLAND in the LAWSUIT; and

**WHEREAS**, the parties desire to settle all their differences, claims, and respective causes of action relating to the LAWSUIT at this time without further litigation or adjudication upon the terms and conditions of this AGREEMENT.

**NOW, THEREFORE**, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which, are hereby acknowledged by the parties, the parties agree as follows:

1. **Settlement.** GARDEN CITY agrees to pay WHEATLAND Five Hundred Thousand and No/100 Dollars (\$500,000) within seven days of the execution of this AGREEMENT. The parties further agree that the LAWSUIT, shall be dismissed, with prejudice, immediately upon execution of this AGREEMENT and payment of the settlement amount, with the parties to bear their own costs.

2. **Governing Law.** This AGREEMENT shall be governed by and construed in accordance with the law of the State of Kansas without regard to conflicts of law or principles.

3. **Binding Effect.** This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, successors and assigns.

4. **Release and Discharge.** Each party hereby releases and forever discharges the other party, their members, servants, employees, partners, directors, officers, heirs, personal representatives, affiliates, subsidiaries, parents, shareholders, predecessors, insurers, attorneys, successors and assigns from any and all actions, suits, causes of action, claims, counterclaims, contracts, promises, liabilities, debts, demands, damages, judgments, sums of money, accounts, attorneys’ fees, liens, costs and expenses, whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal or equitable,

whether in tort or contract, arising out of GARDEN CITY's annexation of the Garden City Waste Water Treatment Plant and the compensation to be paid WHEATLAND for such annexation by GARDEN CITY, including specifically the claims alleged by WHEATLAND in the LAWSUIT or which could have been alleged by a party in the LAWSUIT; provided, however, notwithstanding anything to the contrary in this AGREEMENT, the parties acknowledge that there are unresolved issues and potential claims between them that are not related to the annexation compensation issue and the LAWSUIT. This AGREEMENT, and the settlement and release contained herein, does not in any manner, settle or resolve any other issues or potential claims between the parties that are not specifically related to the compensation to be paid by GARDEN CITY to WHEATLAND for GARDEN CITY'S annexation of the Waste Water Treatment Plant.

5. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the parties with respect to the matters set forth therein and shall not be modified or amended, unless in writing, signed by all of the parties hereto. If any term or provision of this AGREEMENT shall be deemed or held invalid or unenforceable, in whole or in part, such determination shall not affect the validity and enforceability of any other term or provision of this AGREEMENT. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this AGREEMENT.

6. **Lawful Agreement.** The parties agree that the releases and the covenants, promises, agreements and representations herein made and provided are lawful and adequate consideration for each other.

7. **Not An Admission.** This AGREEMENT represents a compromise of disputed claims, and is not to be deemed or construed to be an admission of liability or the truth of any facts on the part of any person or party.

8. **No Other Claims.** The parties represent, through counsel that, at the time of executing this AGREEMENT, they are unaware of any other claims, actions or causes of action related to GARDEN CITY's annexation of or termination of electric service to the Garden City Waste Water Treatment Plant other than those set forth in the LAWSUIT.

9. **Not Subject to Rescission.** The parties acknowledge and understand that certain facts pertinent to this AGREEMENT relied upon by the parties in entering this AGREEMENT may hereafter prove to be other than or different from the facts now known by each of the parties or believed by each of the parties to be true. Each of the parties hereby expressly accepts and assumes the risks of the facts proving to be so different, and each of the parties agrees that all terms of this AGREEMENT, including but not limited to the provisions relating to payment and release, shall be in all respects effective and not subject to termination or rescission by any such difference of facts.

10. **Authority and Capacity to Execute.** It is agreed by the parties that the terms of this AGREEMENT are contractual and not a mere recital, and the parties represent and warrant that they possess the full and complete authority and capacity to covenant and agree as provided in this AGREEMENT. Each party affirms and represents that it has carefully read the

AGREEMENT, has fully reviewed its provisions with its attorneys, understands its contents and has executed this AGREEMENT, voluntarily, without duress, and with the advice of counsel.

11. **Best Interests of Parties.** It is understood and agreed by and between the parties that execution of this AGREEMENT may affect rights and liabilities of substantial extent and degree. With the full understanding of that fact, and after full consultation with their respective attorneys, the parties represent that the payments, releases and covenants and representations provided for in this AGREEMENT are in their respective best interest.

12. **Originals.** This document may be executed in any number of counterparts and at various times and at various places by the parties hereto. Each counterpart (including fax and photocopies) shall be deemed to be an original instrument, and together they shall constitute one agreement.

13. **Opportunity to Read the AGREEMENT.** The undersigned parties have had an opportunity to read and review this AGREEMENT and agree to its terms, having signed it freely and voluntarily without coercion or undue influence.

**IN WITNESS WHEREOF, the parties have executed this SETTLEMENT AGREEMENT AND RELEASE as of the day and year first above written.**

**WHEATLAND ELECTRIC COOPERATIVE,  
INC.**

**By:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This \_\_\_ day of \_\_\_\_\_, 2014, before me personally came \_\_\_\_\_ on behalf of WHEATLAND ELECTRIC COOPERATIVE, INC., to be known and known to me to be the person described and who executed the foregoing Settlement Agreement and Release, and (s)he duly acknowledged to me that (s)he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Appointment Expires:





**PUBLIC UTILITIES  
DEPARTMENT**

MIKE MUIRHEAD  
Public Utilities  
Director  
301 N 8<sup>th</sup> St  
620.276.1577

CLIFF SONNENBERG  
Electric Service's Center  
Superintendent  
140 Harvest Ave  
620.276.1290

FRED JONES  
Water Department  
Resource Manager  
106 S 11<sup>th</sup> St  
620.276.1292

ED BORGMAN  
Waste Water  
Superintendent  
345 S Jennie Barker Rd  
620.276.1281

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

## MEMORANDUM

TO : Governing Body  
THRU: Matt Allen, City Manager  
FROM: Mike Muirhead, Public Utilities Director  
DATE : July 29, 2014  
RE : Investment Grade Audit

---

### **ISSUE:**

Consideration of moving forward with an Investment Grade Audit of City facilities by Siemens Industry Inc.

### **BACKGROUND:**

The City has looked into an Energy Conservation program many times over the past 4 years in an attempt to analyze different aspects of City operations for energy conservation measures.

In May of 2013, a Request for Qualifications (RFQ) was requested by the City from qualifying companies. Five proposals were received, reviewed and companies interviewed by a team of five city employees. Siemens Industry was selected as the top finalist to move forward with the next step, which is an Investment Grade Audit.

The Investment Grade Audit will focus on the areas of reducing operating and utility costs, replace or upgrade existing equipment and improve facility infrastructure. Siemens will provide a written guarantee of projected utility savings and reduced operational costs in compliance with KS State Government Code 75-37, 125.

The City, after receiving the final report of the Investment Grade Audit, and if agreeable to the findings of the audit, will have the following options. One would be accept the audit and move forward with the proposed improvements. Or the City can terminate the agreement and pay for the Investment Grade Audit of \$25,000, do nothing, and retain the final report.

### **ALTERNATIVE:**

- 1.) Move forward with the Investment Grade Audit with Siemens Inc., and authorize the Mayor to sign the agreement.
- 2.) Do not authorize the Mayor to sign the Investment Grade Audit with Siemens Inc.
- 3.) Direct staff to look for other alternatives.



**PUBLIC UTILITIES  
DEPARTMENT**

MIKE MUIRHEAD  
Public Utilities  
Director  
301 N 8<sup>th</sup> St  
620.276.1577

CLIFF SONNENBERG  
Electric Service's Center  
Superintendent  
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**RECCOMENDATION:**

Staff recommends Alternative No. 1.

**FISCAL NOTE:**

The funding for the Investment Grade Audit will be paid from the 2015 approved budget with the costs being split between Electric and Water/Wastewater funds.



CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

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July 28, 2014

Siemens Industry, Inc.  
Building Technologies Division  
Energy & Environmental Solutions  
Attention: Cris Christenson  
8066 Flint St  
Lenexa, KS 66214

Re: Letter of Intent and Approval to Proceed with Investment Grade Audit

Dear Cris Christenson:

The City of Garden City, KS ("City") intends to implement a performance contracting project to improve its infrastructure and operational efficiencies ("Project"). The Project will be comprised of a variety of facility improvement measures ("FIMs") to be assessed through an investment grade audit ("Audit"). The Audit will be performed by the Building Technologies Division of Siemens Industry, Inc. ("Siemens")

The Audit will be performed at the following location(s): City Wide

The Audit will evaluate the following systems: Heating, Ventilation and Air Conditioning; Building Automation and Controls; Lighting; Building Envelope; Water Efficiency; Water and Wastewater Treatment Plants; Potable water distribution and waste water collection systems; Traffic Signals; Traffic Lights; Irrigation systems; sources of Alternative Energy; and other systems and/or facility or infrastructure improvement measures ("FIMs") as directed by staff and City Commission, and mutually agreed to by Siemens.

The purpose of the Audit will be to identify opportunities to: Reduce operating and utility costs; replace or upgrade existing equipment; improve facility infrastructure; enhance revenue; facilitate economic development; and reduce the City's carbon footprint.

In order to accomplish the Audit, City shall provide Siemens the following data (if not already provided): three years utility detail inclusive of rate and tariff for all requested utilities; access to prior three years of operational spend detail relevant to facilities, infrastructure and energy; access to all noted facilities and infrastructure with proper notice during standard business hours unless otherwise agreed to.

The objectives of the Project to be assessed during the Audit (Objectives) are as follows: Siemens will provide a written guarantee of projected utility savings and reduced operational costs in compliance with KS State Government Code 75-37, 125. Siemens will provide an Investment Grade Audit Report consisting of detailed scopes of work and cost/benefit analysis for each individual project as well as a cost/benefit analysis and projected cash flow for the comprehensive energy saving program.

Garden City and Siemens will cooperate to finalize the technical, legal and financial components of the Project, and Garden City will pursue financing for the Project if agreeable to the findings of the comprehensive Audit, possibly with assistance from Siemens. Garden City also will prioritize the FIMs to be implemented, and Siemens will use the results of the Audit as the basis for a draft performance contracting agreement ("Agreement"). An Agreement will be developed which details



all scopes of work covered by the Audit and a firm, fixed price. A guarantee of no change orders (unless a change in scope is requested by owner) will be provided by Siemens

Siemens and Garden City jointly commit to provide the necessary resources and information in order to meet the following Project development schedule:

	Milestone	Target Completion Date	
CITY COMMISSION  ROY CESSNA, Mayor  MELVIN DALE  JANET A. DOLL  DAN FANKHAUSER  J. CHRISTOPHER LAW	Kickoff Meeting	August 25, 2014	
	Presentation of Audit Results	December, 8, 2014	
	Council Workshop	January 12, 2015	
	Begin Procurement of Financing	November 10, 2014	
	Select Financial Provider	January 12, 2015	
	Finish Negotiating Agreement	January 13, 2015	
	Council Approval	February 2, 2015	
	Execution of Agreement	February 3, 2015	

If Siemens is unable to produce an Agreement that meets the above Objectives, then it shall receive no payment for its efforts to develop the Project. However, if Siemens presents an Agreement that meets the above Objectives, and the parties do not execute it within one hundred twenty (120) days thereafter, then Garden City agrees to pay Siemens a termination fee of **\$25,000** (twenty-five thousand dollars and no cents) within thirty (30) days of invoice. Alternatively, if Siemens provides an Agreement which meets the Objectives defined above, and the parties execute the Agreement, then the costs associated with the Audit will be incorporated into the price of the Agreement.

MATTHEW C. ALLEN  
City Manager

On behalf of the City of Garden City, KS, this Letter of Intent is approved as of the date above.

MELINDA A. HITZ, CPA  
Finance Director

Sincerely,

RANDALL D. GRISSELL  
City Counselor

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

CITY ADMINISTRATIVE  
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**CITY OF GARDEN CITY**

**REQUEST FOR QUALIFICATIONS  
BID #UA 01-2013**

**ENERGY CONSERVATION SERVICES**

**DATE- April 8, 2013**

**City of Garden City**  
**Request for Qualifications for**  
**Energy Conservation Services**

**Table of Contents**

<b><u>Section</u></b>		<b><u>Page</u></b>
<b>I</b>	<b>General Information</b>	<b>4</b>
<b>II</b>	<b>Response Format and Preparation Instructions</b>	<b>6</b>
<b>III</b>	<b>Evaluation Details</b>	<b>8</b>
<b>IV</b>	<b>Energy Conservation Measures</b>	<b>9</b>
	<b>Attachments</b>	<b>10</b>
	<b>Reference Form</b>	<b>11</b>

## **City of Garden City**

### **Request for Qualifications for Performance Contracting Services**

**The City of Garden City** is requesting proposals from interested and qualified performance-based contractors for the following project:

#### **Implementation of a guaranteed energy and operations cost reduction Program for the City of Garden City**

The City of Garden City plans to select the most qualified contractor for energy performance-based contracting services in accordance with the laws and processes outlined in K.S.A. 75-37,125.

The objective in issuing this Request for Qualifications is to solicit proposals of qualifications from companies that have the experience, capability, and track record to provide guaranteed upgrades to the existing City facilities and infrastructure through performance-based contracting. The selected performance-based contractor shall provide a comprehensive program to reduce costs and upgrade City facilities and infrastructure including: (a) performance of energy audits, (b) design and installation of energy/utility efficient equipment and systems, (c) training of existing personnel in the operation and maintenance of installed systems, (d) training of staff on energy education and awareness, (e) monitoring of energy revenue, costs and systems, (f) financing for the project, and (g) a written guarantee that total program costs shall be a minimum of one hundred percent (100%) covered by the newly created revenue, existing operating expenses from energy, and operating cost reductions achieved through this program.

#### **Background**

Garden City is an innovative community focused on providing reliable and economical services to the community, local government and businesses. The City currently purchases wholesale electricity from the Wheatland Electric Coop which it then sells to the City. As of Jan 1, 2014 the City will begin an agreement with KMEA for electricity, which will lower the wholesale rate the city uses to an estimated \$0.06/kWh blended rate.

The City does not bill itself at the retail rates for consumption within its own buildings or infrastructure; however, the city does bear utility costs for these buildings and operations at the wholesale rate. A summary of the overall annual electrical consumption resulting in the wholesale cost to the city and the natural gas information is provided below.

The Garden City Wastewater Treatment Plant typically receives 2.5 MGD with a number of equipment upgrades occurring over the past 10 years. Flow is gravity fed through oxidation ditches and sludge is run through a belt press and dried for land application. UV treatment was recently added this year. The plant is metered separately with a total annual electricity consumption averaging 3,890,574 kWh.

The Department of Utilities also manages Water Treatment and Streets Department. Both the water meters and traffic signals have been recently upgraded.

City facilities include the City Administration, Lee Richardson Zoo and city pool. The administration building has natural gas residential units and the zoo has a combination of natural gas and electrical units. In total the three facilities consume approximately 1,649,930 kWh electricity and 2,155 therms of natural gas, which results in approximately \$1750 annual natural gas cost.

## **Section I -- General Information**

All qualified firms interested in providing the specified performance-based contracting services should respond with a written proposal to the City of Garden City. Final selection will be made in accordance with the policies and administrative directive of the City and other statutory provisions.

1) **Purpose**

This Request for Qualifications (RFQ), request's qualifications from companies for performance-based contracting services to develop and implement cost reducing strategies for city facilities and infrastructure.

The savings generated from such strategies will be utilized to provide facility/infrastructure improvements and upgrades. The City may elect to implement further conservation measures in phases pursuant to the contract in these or other facilities/systems.

2) **Performance-Based Contracting**

For the purposes of this document, "Performance-Based Contract" means a contract that provides improvements and upgrades for energy efficient equipment and services in which the payment obligation is guaranteed by the performance-based contractor to be less than the energy and operational cost reductions attributable to the services and/or equipment under the contract for the term of the agreement.

3) **Cost Savings Guarantee**

The total program costs, including financed equipment cost, maintenance costs, and other costs, shall be, at a minimum, one hundred percent (100%) covered by program generated revenue, operational and energy cost savings. The guarantee shall be monitored monthly and reconciled on an annual basis. In the event that the actual operational and energy cost savings are less than the guaranteed cost savings, the performance-based contractor shall provide cash reconciliation of the difference. The performance-based contractor's guarantee shall be a first party direct guarantee from the contractor to the City. A third-party guarantee or performance bond in lieu of the guarantee is not acceptable.

4) **Eligible Bidders**

Only qualified performance based contractors will be considered. Responses from other parties shall not be considered.

5) **Proposal Format**

Proposals must be submitted in the format outlined in this document. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. Proposals not containing the information requested will not be considered. Respondents shall use the prescribed format to clearly indicate their experience and qualifications, describe their technical approach to this project, and fully describe their proposed guaranteed cost savings contract. Proposals will be evaluated in light of the material and substantiating evidence presented in the proposal, and not on the basis of what is inferred.

6) **Contract Responsibility**

The selected contractor will be required to assume total responsibility for all services offered in the proposal. The selected contractor will be considered the prime contractor and the sole point of contact with regard to all contractual matters.

It is expected that in the final contract the Contractor will provide a written guarantee of all utility and operational cost reductions for the project. The contract life of the program shall not exceed fifteen (15) years. Garden City intends to structure the program's implementation schedule in a manner to minimize the program's financed capital needs.

7) Required Bonds and Insurance

Within 10 days of notification of contract award, the performance-based contractor shall provide the City with Labor and Material and Performance Bonds equal to 100% of the project construction cost for its faithful performance as required by law. The successful respondent shall procure and maintain in effect during the life of the agreement commercial general liability insurance in amount not less than \$5,000,000 per occurrence, comprehensive automotive liability insurance in amount not less than \$1,000,000, and workers compensation insurance in accordance with the State of Kansas to adequately protect the interests of the city for all labor employed by the contractor. Evidence of required bonds and insurance shall be presented prior to execution of a guaranteed cost savings contract. Insurance policies to be carried under the agreement shall not be changed or canceled without prior written notification to the City.

8) Taxes, Permits, Fees, Code Compliance, Licensing

The performance-based contractor shall be responsible for payment of any required taxes, permits or fees associated with the execution of the guaranteed contract. The performance-based contractor shall be responsible for compliance with all applicable codes and Statutes.

The Bidder shall utilize current standards of the American Gas Association (AGA), the American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE), the Illuminating Engineering society of North America (IENSA), the Institute of Electrical and Electronics Engineers (IEEE), the National Environmental Balancing Bureau (NEBB), the National Fire Protection Association (NFPA), and the Sheet Metal and Air Conditioning Contractor's National Association (SMACNA). International Performance Measurement and Verification Protocol (IPMVP) shall be used in the Service Provider's measurement and verification program.

9) Questions and Inquires

Questions that arise from respondents prior to proposal submission shall be submitted in the form of an email to:

Mike Muirhead  
City of Garden City  
Director of Utilities  
PH: 620.271.1577  
E-mail: [mmuirhead@garden-city.org](mailto:mmuirhead@garden-city.org)

10) Schedule of Events

City of Garden City expects to undertake the selection process according to the following schedule:

Request for Qualifications Issued:	April 8
Questions Submitted to City	April 19
Submission of Proposal	May 1
Contractor Selection	May 21

11) Requirements for Return of Proposal Responses

Contractor is requested to provide three (3) copies of their proposal. Proposals are due no later than **3:00 p.m. local time on May 1** and must be **SEALED** and returned to:

City of Garden City  
Utilities Administration Department  
Attention Mike Muirhead  
301 N 8th St  
PO Box 998  
Garden City, KS 67846  
Ph: 620.271.1577

**\*\*\*\*The proposal must be received in a Sealed Envelope with the following information clearly marked in the lower left hand corner:**

- **Bid Number UA 02-2013**
- **Bid Due Date and Time**
- **Bid Title/Description**
- **Company Name**

12) RFQ Terms and Conditions

- A. The City reserves the right to reject any or all proposals received as a result of this RFQ or enter into an agreement with the contractor that it feels is in the best interest of the City. The City also reserves the right to request clarification and/or further information (on the proposal) from one or more respondents after closing without becoming obligated to offer the same opportunity to all respondents.
- B. The City reserves the right to negotiate with any ESCO considered qualified or to make an award without further discussions.
- C. The City reserves the right to waive any irregularity in any proposal received.
- D. The City reserves the right to select the most responsive ESCO(s) without further discussion, negotiation, or prior notice.
- E. All proposals shall be submitted as best and final offers. Bidders should not anticipate that they will be able to modify proposals after the bid opening has occurred. Therefore, each Bidder shall include in their written proposal all requirements, terms and conditions they may wish to include in a contract issued as a result of this bid. Proposals must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth and must include information that will enable Garden City to determine a bidder's overall qualifications.
- F. The City reserves the rights to award in part, in whole, or not at all.
- G. Any costs incurred by bidders to respond to this RFQ, including but not limited to, costs to present their proposal to Garden City and/or negotiate a final agreement are the sole responsibility of the bidder.
- H. The City is the sole owner of all data and information contained within the Request for Qualifications document and accompanying attachments. Supplier shall use this information exclusively to prepare a proposal. Supplier should not disclose this information to any other firm or use it for any other purpose unless required by law or legal process.

- I. All proposals submitted become the property of the City; they will not be returned and may be subject to disclosure under the State of Kansas Freedom of Information Act ("FOIA") or other legal process. As such, proposal may be released to third parties, without prior notice to Supplier, as required to comply with legal requirements. Suppliers must identify "Proprietary" information at time of submittal, however the City cannot guarantee protection if FOIA is invoked.

## **Section II -- Response Format and Preparation Instructions**

Responses must be submitted in the format outlined in this section. Provide three (3) copies of your responses. Each response will be reviewed to determine if it is complete prior to actual evaluation. City of Garden City reserves the right to eliminate from further consideration any response that is deemed to be substantially or materially unresponsive to the requests for information contained in this section. The intent of City of Garden City is that all responses follow the same format in order to evaluate each response fairly. Proposals will be evaluated in light of the material and substantiating evidence presented in the proposal, and not on the basis of what is inferred.

1. Table of Contents  
Responses shall include a table of contents properly indicating the section and page numbers of the information included.
2. Executive Summary  
Responses shall include an abstract on the information presented in the proposal and the contractor's unique qualifications and services.
3. Corporate Background & Firm Profile  
Provide general information on the responding firm. Indicate the age of the company, number of years in performance-based contracting, number of guaranteed performance contracts.

Summarize services provided by your firm that will provide value to this project.

The respondent shall provide a certificate of insurance detailing their present coverage and limits. The respondent shall also provide their bonding capacity and bonding rate. If the firm is a factory-owned branch, specify the legal business classification, state of incorporation, provide the last complete year annual report, and summarize the financial strength and longevity of the firm. If the firm is a separate legal entity from the manufacturer, for example a distributorship or manufacturer's representative, specify the legal business classification of the responding firm, describe the legal relationship between the responding firm and the manufacturer, provide audited financial statements of the local firm for the last two years, and summarize the longevity and financial strength of the local firm.

4. Project Team Staffing Plan  
Provide a list of the personnel to be used on this project and their qualifications. A one-page resume including education, experience, and any other pertinent information shall be included for each team member assigned to this project.
5. Detailed Audit Approach  
Indicate the respondent's approach to performing detailed audits, identification and design of improvement measures, and a comprehensive solution that addresses all aspects of energy and operating costs.

6. Project Management  
Indicate your firm's approach to managing the project. Describe the various responsibilities and coordination of your team members for effective project management. Include a copy of your policy/requirements for procurement of sub-contractors.
7. Savings Calculations and Monitoring  
Indicate your firm's approach to calculating savings associated with the project. Describe the methodology, formulas, and compliance with the International Performance Measurement and Verification Protocol (IPMVP) for cost savings calculations and monitoring of energy-cost savings. Describe the processes and tools used to effectively monitor cost savings.
8. Service Approach  
Include a complete description of the firm's operational and maintenance support service strength and capabilities after project execution.
9. Training  
Provide detailed information on the formal training programs available to in-house personnel.
10. Project References  
The respondent shall include five (5) references that shall indicate the prior relevant work experience of the prime contractor. References shall be of the type and format described below:
  - Completion date of installation,
  - Services and equipment provided,
  - Energy cost savings performance,
  - Project cost, type of financing and contract term
  - Owner's name, address, telephone number, and email address

City of Garden City is particularly interested in performance-based contracting references in the public sector market.
11. Financial Approach  
Describe the sources and types of financing the respondent will use to implement this project.
12. Other Benefits  
Describe any other benefits City of Garden City will realize through this guaranteed cost savings contract.

### **Section III – Evaluation Details**

1. Completeness  
Each response will be reviewed prior to the selection for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order.
2. Evaluation Process  
Garden City will formally evaluate each response. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. The evaluation process will include verification of performance-based contracting references, verification of project team resumes, confirmation of financial information, and/or other information as directed by the City.

3. Oral Interview  
After the formal evaluations, the City may decide on oral interviews to address specific issues with selected respondents. Garden City reserves the right to select a provider based solely on the content and quality of their response, requiring no oral interviews.
4. Final Selection/Notification  
The respondent with the highest qualifications following the evaluation process shall be selected and notified by the City.
5. Project Development Agreement (PDA)  
Once a final selection has been made, the selected contractor will submit a PDA which, when approved by the City, will allow the selected contractor to proceed with a detailed audit, engineering design, and financial analysis of the City facilities and infrastructure.

#### **Section IV – Energy Conservation Measures**

City of Garden City anticipates that during the Detailed Audit Phase of the City facilities and systems, the selected partner will identify Energy Conservation Measures similar but not limited to those listed below:

- Mechanical Equipment Installation/Replacement
- Building Lighting and Streetlighting Systems
- Domestic Water Systems
- Direct Digital Control (DDC) Upgrade
- Wastewater Treatment Plant (WWTP) operations
- Water Conservation Measures
- Building Envelope Upgrades

#### **Equipment:**

All equipment provided by Contractor for this program will have a history of successful operating experience in similar installations and shall be in a new and unused condition with readily available replacement parts. Garden City has the right to select any or all of the equipment used for the program by manufacturer and/or brand, based upon the City's prior experience with, or standardization of the equipment and Garden City's knowledge of equipment quality and manufacturer's reputation. All installed equipment shall have a useful life greater than the simple payback for the ECM it is associated.

**Attachments:**

**Reference Form**

**Sample Reference Form**

	<b>Owner Name</b>
	<b>Name</b> <b>Address</b>
<b>Installation Period</b>	Month, year to month, year
<b>Services and Equipment Provided</b>	
<b>Energy Savings Performance</b>	
<b>Project Cost</b>	
<b>Financing Description</b>	
<b>Customer Contact</b>	<b>Name</b> <b>Address</b> <b>Phone</b> <b>Email</b>



Memorandum

To: Governing Body  
Date: July 22, 2014  
From: Michelle Stegman, Human Resources Director  
RE: **Appointments to the Cultural Relations Board**

CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

Issue

The Cultural Relations Board has two vacant board positions that need to be filled.

Background

Garden City residents Racheal Murungi-Kisekka and Karen Aguilar submitted applications to the Cultural Relations Board and wish to be considered as new board members. Simon Muturi and Leon Wilkerson both resigned from the board citing relocation in February and March of 2014.

Alternatives

1. The Cultural Relations Board requests that the Governing Body appoint Racheal Murungi-Kisekka and Karen Aguilar to fill Muturi and Wilkerson’s terms.
2. Do not appoint these applicants to the Cultural Relations Board and recommend that the board continue to recruit Garden City residents.

Recommendations

The Cultural Relations Board recommends the Governing Body appoint the following Garden City residents to the board:

Racheal Murungi-Kisekka	Uganda	Term Expiration	12/31/14
Karen Aguilar	Philippines	Term Expiration	12/31/16

These applicants are appropriate for the categories required to maintain diversity on the Cultural Relations Board. The current board member list will depict the ethnicity makeup.

Fiscal Note

None

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

GARDEN CITY IS MY TOWN TOO!

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

NAME: Racheal Murungi-Kiseka HOME PHONE: 305-484-2983

ADDRESS: 1524 Harvest Lane WORK PHONE: 305-484-2983

E-MAIL ADDRESS: rmurungi@gmail.com

OCCUPATION (if employed): Teacher (Music)

PLACE OF EMPLOYMENT: Private Business

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? Ten months

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

I have had experience working in communities and have profound interest in being part of any strategic planning for a fast-growing city like Garden City, Kansas.

OTHER APPLICABLE EXPERIENCE: Teaching Assistant (University of Miami - Florida USA)  
Program Coordinator / social worker (Young Empowered & Healthy - Uganda)

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 type="checkbox"/> Parks & Tree            |
| <input type="checkbox"/> Building Safety Board of Appeals | <input type="checkbox"/> Planning Commission     |
| <input checked="" type="checkbox"/> Cultural Relations    | <input type="checkbox"/> Police/Citizen          |
| <input type="checkbox"/> Golf                             | <input type="checkbox"/> Recreation Commission   |
| <input type="checkbox"/> Environmental Issues Board       | <input type="checkbox"/> Traffic Committee       |
| <input type="checkbox"/> Landmarks Commission             | <input type="checkbox"/> Youth Council           |
| <input 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

**GARDEN CITY IS MY TOWN TOO!**

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

NAME: KAREN AGUILAR HOME PHONE: (CEU) 785-3170620

ADDRESS: 1509 JAN ST. GARDEN CITY, KS WORK PHONE: - NONE -

E-MAIL ADDRESS: aguilar4us@gmail.com

OCCUPATION (if employed): - NA -

PLACE OF EMPLOYMENT: -

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 1 1/2 YEARS

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

I WOULD LIKE TO BE INVOLVE IN THE COMMUNITY MAINLY  
CONCERNING WITH CULTURAL DIVERSITY.

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

# Cultural Relations Board - 2014

**Meeting Date:** Second Thursday  
**Meeting Time:** 5:15 PM  
**Ord-Res:** Resolution  
**No:** 1569

Name	Address	Employer	Email	Expires	Apptd	Ethnicity	Reappointed	Resigned
C Bolton, Debra	1009 Gillespie Place	K State University Research and Extension	dbolton@ksu.edu	12/31/15	12/18/12	American Indian	Reappointed 12/18/12	
VC Cassellius, Adam	1118 N. 12th St	USD 457	acassellius@gckschools.com	12/31/15	12/18/12	Caucasian		
Sabandith, Liz	2001 Apache	Tatro Plumbing	liz@tatroplumbing.com	12/31/14	12/20/11	Laotian		
Weber, Verna	1217 Center	Finney County Community Health Coalition State of Kansas Department for Children and Families	vweber@finneycountyhelpdesk.org	12/31/14	12/20/11	Caucasian	2nd Term	
Muturi, Simon	1711 W. Campbell		simon.muturi@dcf.ks.gov	12/31/14	1/15/13	Kenyan		3/6/2014
Goné, Geovannie	P.O. Box 1861	United Healthcare Community Plan of KS	geovannie_gone@uhc.com	12/31/16	12/3/13	Hispanic		
Harness, Nancy	904 Theron	USD 457/Alternative High School	donharness@sbcglobal.net)	12/31/14	8/6/13	Caucasian		
Wilkerson, Leon	106 Hamline	Sunflower Electric Power Corporation	leone.wilkerson@gmail.com	12/31/16	12/3/13	African American		2/24/2014
Le, Dan	209 St. John #9	USD 457		12/31/16	12/3/13	Vietnamese		

# Consent Agenda



To: Governing Body  
Date: July 23, 2014  
From: Michelle Stegman  
**RE: 2014 City of Garden City Performance Evaluation Software Agreements**

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CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

**Issue**

At your meeting on July 15, 2014 the Governing Body approved the budget authorizing City Staff to hire the Austin Peters Group and Civic HR to overhaul the employee performance management system.

**Background**

Staff has negotiated agreements with both the Austin Peters Group and CivicHR. Both firms have submitted the attached agreements for consideration and approval. The project will begin on August 15, 2014.

**Alternatives**

The Governing Body may approve or reject the agreement.

**Recommendation**

Staff recommends Governing Body approval of the agreements with the Austin Peters Group and CivicHR.

**Fiscal Note**

Funding is provided in the 2014 and 2015 Human Resources budget.

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

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GARDEN CITY, KS  
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620.276.1160  
FAX 620.276.1169  
[www.garden-city.org](http://www.garden-city.org)

# Letter of Understanding

## LETTER OF UNDERSTANDING FOR CITY OF GARDEN CITY, KANSAS Performance Appraisal System

Project beginning August 15, 2014

This letter shall serve as a letter of agreement between City of Garden City, Kansas and The Austin Peters Group, Inc., of Overland Park, Kansas, governing the provision of professional human resource consulting for City of Garden City, Kansas.

The Austin Peters Group, Inc. shall provide consulting services for performance appraisal system development and training.

The Austin Peters Group's costs total are show below and includes the following breakdown by phase:

### APG Pricing

Scope and Cost	Cost
<b>Revision of a Performance Appraisal System</b>	
1. Meet with administration and department heads for first meeting	\$1,800.00
2. Develop, conduct, compile employee survey and department head/elected survey	\$1,800.00
3. Facilitate retreat with Steering Committee and vendor selection	\$1,800.00
4. Facilitate identification of performance competencies for each position – 188 positions. Develop <u>guidelines</u> for performance goals setting to be used by Department Heads and Supervisors for each position.	\$1,710.00
6. Provide department head, supervisory, and employee training materials to accompany performance evaluation tool	\$1,800.00
7. Deliver performance appraisal training to department heads, supervisors, and employees.	\$5,000.00
8. Review and revise performance appraisal policies	\$1,800.00
9. Electronic copies will be sent to client for photocopying	No Charge

10. Travel costs: 4 trips	Billed separately
<b>Total Project Cost for Performance Appraisal System (not to exceed)</b>	<b>\$15,710.00</b>
<i>Option 1: APG review all performance goals by position and provide suggestions and feedback to Department Head (15 minutes per position)</i>	\$4,230.00

Target Timeframe	Task	Responsible	Deliverables
<b>Aug 15, 2014 Week One</b>	Letter of agreement	Garden City	Returns signed copy to the Austin Peters Group and processes invoice for deposit.
	Meet with administration	Austin Peters Group/Garden City	The consulting team meets with administration and human resource representative or management team to begin the project.
	Key contact identified	Garden City	Key contact from Garden City will be identified.
<b>Week One</b>	Meet with administration and department heads for first meeting	Garden City	The consulting team meets with a Steering Committee to develop consensus on project and respond to Q & A.
	Develop employee survey	Austin Peters Group	Employee survey developed with input from Steering Committee.
	Develop department head/elected official survey	Austin Peters Group	Department head/elected official survey developed with input from Steering Committee.
<b>Week Three</b>	Hold retreat with Steering Committee	Austin Peters Group	Facilitate input and changes for future performance evaluation system.
<b>Week Three</b>	Meet with steering committee and department heads/administration	Austin Peters Group/Civic HR	Identify critical elements of appraisal tool, and develop timeline for implementation.
<b>Week Four</b>	Identify competencies by position	Austin Peters Group with Department Heads	Develop competencies for each position. Develop weighting system, policies and procedures.
<b>Week Six-Ten</b>	Develop performance goals by position	Department Heads and Supervisors	APG provides framework for development of performance goals for each position. Option: Have APG review all performance goals by position and provide suggestions for revision.

<b>Week Twelve</b>	Deliver training to supervisors using revised tool	Austin Peters Group	Train all supervisors. Two separate sessions to include all supervisors and department heads.
<b>Week Twelve</b>	Deliver training to employees using revised tool	Austin Peters Group	Provide and overview and orientation to all employees – 8 separate sessions provided over two days.
<b>Week Fourteen</b>	Develop updated performance appraisal policies for new system.	Austin Peters Group	Provide new policies to administration for review.
<b>Week Fourteen-Sixteen</b>	Load personnel information into system	Garden City	Load all personnel information into new system.
<b>Week Sixteen - Twenty</b>	Test drive of new system	Garden City	Each position will have a review period using the new system for a four week period in 2014. Make changes to the system as needed.

City of Garden City, Kansas agrees to provide payments in the amount of \$15,710.00 be billed in a progressive manner with a deposit and final payment.

City of Garden City, Kansas agrees to compensate The Austin Peters Group, Inc., under the terms and conditions as provided herein.

With regard to the services to be performed by The Austin Peters Group, Inc., pursuant to the terms of the agreement, The Austin Peters Group, Inc., shall not be liable to the City of Garden City, Kansas or to anyone who may claim any right due to his relationship with City of Garden City, Kansas for any acts or omissions in the performance of said services on the part of The Austin Peters Group, Inc., or on the part of the agents or employees of The Austin Peters Group, Inc.; except when said acts or omissions of The Austin Peters Group, Inc., are due to their willful misconduct. City of Garden City, Kansas shall hold The Austin Peters Group, Inc., free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from or growing out of the services rendered to City of Garden City, Kansas pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise due to the willful misconduct as determined by a court of competent jurisdiction.

City of Garden City, Kansas, agrees that the liability of Austin Peters Group, Inc., its officers, agents, employees, and contractors, regardless of the legal theory under which such liability is imposed, shall not exceed the total fee paid to Austin Peters Group for the particular project or services, or other associated services that gave rise to the claim being asserted by City of Garden City, Kansas. In no event shall Austin Peters Group, Inc, its officers, agents, employees and contractors, be liable for any special, incidental or consequential damages.

If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the agreement had been signed with the invalid portion so modified or eliminated.

If the terms of this agreement meet with your approval, please indicate the same below by your signature and a return copy (both pages of this section "LETTER OF UNDERSTANDING...") for my files. Returning via fax is acceptable (913-851-7529).

Sincerely,

*Beth Tatarko*

Beth Tatarko  
Vice President

Accepted by: \_\_\_\_\_  
City of Garden City, Kansas, Representative

Date: \_\_\_\_\_

### Civichr Subscription Order Form

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<b>Organization</b>	City of Garden City, KS	URL	<a href="http://www.garden-city.org">www.garden-city.org</a>
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Street Address	301 N. 8 <sup>th</sup>
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Address 2	P.O. Box 998
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City	Garden City	ST	KS	Zip 67846
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Civichr provides in software support 24/7/365 through a Knowledge Base and Help Request. Telephone support for all trained clients is available from 8am – 5pm Central Time, Monday-Friday (excluding holidays).

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<b>Authorized Emergency Contact &amp; Mobile Phone</b>	Michelle Stegman 620-276-1172
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<b>Authorized Emergency Contact &amp; Mobile Phone</b>	
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<b>Authorized Emergency Contact &amp; Mobile Phone</b>	
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<b>Billing Contact</b>	Michelle Stegman	E-Mail	<a href="mailto:Michelle.stegman@gardencityks.com">Michelle.stegman@gardencityks.com</a>
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Phone	620-276-1172	Ext.	Fax 620-271-1409
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Billing Address	P.O. Box 998
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Address 2	P.O. Box 998
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City	Garden City	ST	KS	Postal Code 67846
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Tax ID #	48-6009982	Sales Tax Exempt #	KS3FQ9474C
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Billing Terms	30	Account Rep	Tiffany Ledbetter
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Info Required on Invoice (PO or Job #)

[Michelle.stegman@gardencityks.com](mailto:Michelle.stegman@gardencityks.com)

**Contract Contact** Michelle Stegman Email

Phone 620-276-1172 Ext. Fax

**Project/Product Contact** Same as above Email

Phone Ext. Fax

**Annual Services Include the Following:**

<p><b>Hosting</b>                  Web/SQL Server                  DNS Consulting &amp; Maintenance                  Monitor Bandwidth-Router Traffic                  Fire Protection and Suppression                  Cooling                  On-site security 24x365                  AC power delivery via distributed redundant UPS systems, with 48 hours' <b>Software Modules</b> worth of generator fuel and contracts with multiple fuel providers                  Intrusion Detection &amp; Prevention                  Antivirus Protection</p>	<p>Install Service Patches for OS                  Upgrades                  Enhancements                  Fixes                  Improvements                  Integration                  Testing                  Development                  Usage License</p>	<p><b>Support</b>                  8:00am – 5:00pm Central, Mon-Fri, excluding holidays, for authorized contact(s)                  Usability improvements                  Integrate new &amp; upgraded services                  Proactive support for updates &amp; fixes                  Training Resources access.</p>
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Civichr Subscription Scope of Services		
Description of Product and Services*	First Year	Annual Recurring**
<b>Civichr   Performance Management Annual Subscription</b> – A complete and fully integrated solution for employee performance evaluation and engagement.	\$9,000.00	\$4,500.00
<b>Setup and Implementation</b> – Custom Programming to integrate with internal programs.	\$1,000.00	N/A
<b>Support</b> – Q&A, troubleshooting and user assistance	FREE and Unlimited	FREE and Unlimited
<b>Web-based Training</b> – Custom dedicated training for organization employees via web-based conferencing.	FREE and Unlimited	Up to 8 hours per year included.
<b>Webinars and Online Resources</b> – Online group training via video demo or webinar. Sessions include but are not limited to; new feature roll-out review, industry topics and general user refreshers.	FREE and Unlimited	FREE and Unlimited
<b>Discount</b> : Waived Implementation Fee	(\$1,000.00)	N/A
<b>Total</b>	\$9,000.00	\$4,500.00

\* More detailed descriptions of the services are contained in the proposal titled “Civichr Proposal – Garden City, KS” which are incorporated herein and made a part hereof by this reference.

\*\* Each year this Agreement is in effect, a CPI, technology investment and benefit price increase not to exceed 5 percent (%) of the total Annual Subscription costs per year may be applied. Renewal pricing with increase information will be provided at least 90 days prior to agreement renewal.

\*\*\*The project timeline will fall in accordance with Austin Peters Group. This will reflect implementation be completed in December of 2014.

### Subscription Terms & Conditions

#### Client Deliverable

- Icon Enterprises, Inc., d/b/a CivicPlus (“CivicPlus”) will provide a subscription to Performance Management software (“Civichr Performance Management”) for Garden City, KS (“Client”) that includes all functionality as defined within this form and referenced materials attached hereto.

#### Additional Services

- Client may contract with CivicPlus for additional software Modules, Consulting, Website Design, Setup, Site Modification, Training Services, Additional Page and/or Graphic Design that exceed those defined herein. CivicPlus will invoice Client for the additional services prior to project Go-Live unless otherwise specified. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.
- Client may contract with CivicPlus for additional Annual Services that exceed those defined herein. CivicPlus will invoice Client for Annual Services prior to project Go-Live. Modules that incur additional usage fees may be purchased and activated at any time.

#### Billing & Payment Terms

- Billing for the total First Year Fee will begin upon contract signing.
- Total First Year invoice is due by the first of the following month, but no later than 30 days from invoice date. Project Development will be discontinued if payment is not made within 30 days after the invoice due date.
- Invoicing for Year 2 Annual Services begins one (1) year from contract signing.
- Annual Services invoices may be prorated in order to correlate with the Client’s budget year, and are invoiced prior to the year of service.
- After project go-live, if the Client’s account exceeds 60 days past due, Support will be discontinued until the Client’s

account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.

9. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
10. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
11. Provided the Client's account is current, at any time the Client may request an electronic copy of all importable/exportable data, and all archived hosted information ("Customer Content"). Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services Client may request a complimentary electronic copy of Customer Content.

#### **Agreement Renewal**

12. Either party may terminate the Annual Services Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
13. In the event that neither party gives 60 days-notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
14. Each year this Agreement is in effect, a technology investment and benefit price increase not to exceed 5 percent (%) of the total Annual Services costs per year may be applied. Renewal pricing with increase information will be provided at least 90 days prior to agreement renewal.

#### **Support**

15. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for authorized callers. Client is responsible for providing CivicPlus with authorized caller contact updates.
16. Support includes providing technical support of the CivicHR software and technical maintenance of Client's Career Portal website. Following initial setup, additional setup support may be contracted separately for an additional fee.
17. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the CivicHR software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.

#### **Marketing**

18. Client permits CivicPlus to include an example of the Client's Career Portal page and a link to the Client's website on the CivicPlus corporate website.
19. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
20. Client allows CivicPlus to display a "CivicHR" or "Powered by CivicPlus" insignia, and web link at the bottom of hosted pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

#### **Intellectual Property, Ownership & Content Responsibility**

21. This Agreement is not a sale of the CivicHR or its associated applications and modules. CivicPlus owns the CivicHR and provides a right of use to the Client during the period of this Agreement. Rights are non-transferable. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content. Client will not own the CivicHR software or its associated applications and modules.
22. Upon completion of the system implementation of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
23. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the CivicHR software in any way; (ii) modify or make derivative works based upon

the CivicHR software; (iii) create Internet “links” to the CivicHR software or “frame” or “mirror” any CivicHR administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the CivicHR software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the CivicHR software, or (c) copy any ideas, features, functions or graphics of the CivicHR software.

- 24. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the CivicHR software are trademarks of CivicPlus, and no right or license is granted to use them.

**Indemnification**

- 25. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney’s fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of CivicPlus. If Client and CivicPlus are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.

**Liabilities**

- 26. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
- 27. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

**Force Majeure**

- 28. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
CivicPlus

\_\_\_\_\_  
Date

**Sign and e-mail or Fax this Copy**  
Attn: CivicHR, Contract Management  
Email: Wiersma@CivicPlus.com  
Fax: 785-587-8951

**Mail Signed Originals\***  
CivicHR, Contract Management  
317 Houston St., Suite E  
Manhattan, KS 66502

*We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of signed originals, we will counter-sign and return one copy for your files.*

\* If dually signed original copy is required, provide (2) originals by mail along with a self-addressed stamped envelope.



To: Governing Body  
Date: July 29, 2014  
From: Michelle Stegman, Human Resources Director  
**RE: 2015 Extension Agreement with Wellness Innovations and Nursing Services**

---

CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

**Issue**

At your meeting on July 15, 2014 the Governing Body approved the Fund 55 (Health Insurance) Budget that included expenses associated with the operation of an employee clinic and wellness program. The contract with Wellness Innovations and Nursing Services expires on November 30, 2014.

**Background**

In advance of the preparation of the 2015 Fund 55 (Health Insurance) Budget City Staff began evaluating the continuation of the Grow Well Clinic operated by Wellness Innovations and Nursing Services. City Staff conferred with a cross-section of the workforce, our benefit consultant, Bob Charlesworth and engaged the entire workforce in an employee satisfaction survey to assist in this decision.

On July 2, 2014 the organization received the 2015 health insurance renewal from Blue Cross and Blue Shield. The City received a lower renewal by about 1.5% on average on all premium tiers (Employee, Employee/Spouse, Employee/Children and Family). After receipt of the renewal, evaluating clinic input and the Fund 55 (Health Insurance) Budget, City Manager Matt Allen contacted Tracy Fry, President of Wellness Innovations and Nursing Services to inquire if her firm would offer a 1 year agreement with the option of another year. This would give the organization the flexibility to fully evaluate the first three years of the clinic and consider what sort of process we will employ for exploring our interest and options moving forward. City Manager Allen has negotiated an extension agreement with Wellness Innovations and Nursing Services to begin December 1, 2014.

**Alternatives**

The Governing Body may approve or reject the extension agreement.

**Recommendation**

Staff recommends Governing Body approval of the agreement with the Wellness Innovations and Nursing Services.

**Fiscal Note**

Funding is provided in the 2014 and 2015 Fund 55 (Health Insurance) budget.

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)



## Addendum and Extension to Master Services Agreement Dated 11-1-11

### EXTENSION AGREEMENT

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This Extension Agreement ("Agreement") is made and effective the July 29<sup>th</sup>, 2014,

**BETWEEN:** Wellness Innovations and Nursing Services, (WINS) with its head office located at 14425 College Blvd, Lenexa, KS 66215:

**AND:** City of Garden City located at 301 N. Eighth Street, Garden City, KS 66061:

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

WHEREIN said Agreement expires on November 30, 2014 and the parties desire to extend and continue said Agreement; it is provided that said Agreement shall be extended for an additional term of two years, commencing upon the expiration of the original term and expiring on November 30, 2016. Services may be discontinued by either party by written notice 60 days prior to December 1 of each agreement year.

This extension shall be on the same terms and conditions as contained in the original Agreement and as if set forth herein with exception to those modifications listed under following section "New or Modified Terms":

- Details of exact pricing and payment plan options for extended term on page 2 of this Extension.
- All service commitments and terms of service are the same as in original Agreement and Riders.

#### **NEW OR MODIFIED TERMS**

- Pricing for 2015 will be the same as pricing for 2014.
- Pricing will increase 4% for 2016.



**Addendum and Extension to Master Services Agreement Dated 11-1-11**

	Year 4 (Dec 1, 2014- Nov 30, 2015)	Year 5 (Dec 1, 2015- Nov 30, 2016)
<b>Base Onsite Fee</b> (Paid in down payment and 11 Monthly payments as described below)	<b>\$273,546.01</b>	<b>\$284,943.76</b>
<b>Annual Down Payment</b>		
Onsite Payment 1: 25%	\$68,386.50	\$71,235.94
HRA Down Payment	\$20,000.00	\$20,000.00
Total Down Payment due upon signing Year 1 and then by Nov 1 of each year.	<b>\$88,386.50</b>	<b>\$91,235.94</b>
<b>11 additional monthly payments per year</b> Invoiced approximately 1 <sup>st</sup> of month (Nov-Sep) and due by 1st of following month (Dec-Oct)		
	<b>\$18,650.86</b>	<b>\$19,427.98</b>
<b>HRA Per Participant Fee</b>	<b>\$92.23</b>	<b>\$96.07</b>
Formula for Balance that will be invoiced and due upon completion of HRA:		
<b>Hourly Rate for Additional Clinic Hours (Over 20/wk), Includes NP and Receptionist/tech</b>	<b>\$157.34</b>	<b>\$163.90</b>

**Pass Through Charges:**

**Lab Fees:** Lab processing fees (not HRA or mid-year labs which are covered in base fee and HRA fee) for services provided in clinic will be a pass through charge (discounted fee with administrative charges). These pass through fees will be invoiced to the City on a monthly basis.

**Clinic phone and internet connections:** Accounts for these will be set up in the City's name and billed by provider directly to City.

Signatures below denote understanding and agreement of terms outlined in Pages 1 and 2 of this Addendum to and Extension of Master Services Agreement Dated 11-1-011 and Associated Rider Agreement.

**Wellness Innovations & Nursing Services (WINS)**

**City of Garden City**

7/10/14

Tracy Fry, President

Date

Signature

Date

Printed Name, Title

# **MEMORANDUM**

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 29 July 2014

**RE:** LAREU ROAD & STONE CREEK DRIVE – PHASE 2 BIDS

## ISSUE

Bids were received today for the Phase 2 construction of Lareu Road and Stone Creek Drive for the Samy Addition hotel and waterpark project. The bid tabulation is attached.

## BACKGROUND

The existing section of Stone Creek Drive (Schedule 1) (frontage road) south of from Old Chicago south will be reconstructed. This road will continue south to Spruce Street (Schedule 2). An east-west extension of Lareu Road (Schedule 3), along the south boundary of the development is included.

Two bids were received, with the low bid being from J-A-G Construction Co., which is under the engineer's estimate.

## ALTERNATIVES

- 1) The Governing Body may accept the low bid and award a contract for the total project.
- 2) The Governing Body may reject the bids.

## RECOMMENDATION

Staff recommends awarding the contract to J-A-G Construction, Co., Dodge City in the amount of \$648,829.00, and authorizing the Mayor and City Clerk to execute the contracts when the documents have been returned by the contractor.

## FISCAL

The project is funded from the Stone Development TIF fund. The developer will reimburse the City for all project costs.

*Steve Cottrell*



## **Engineering Department**

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

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

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

Lareu Road and Stone Creek Drive Phase 2

BIDDER	Schedule 1	Schedule 2	Schedule 3	GRAND TOTAL	COMMENT
ENGINEER'S ESTIMATE	\$ 266,541.00	\$ 310,604.00	\$ 140,183.00	\$ 717,328.00	
J-A-G Construction Co.	\$ 235,583.50	\$ 294,070.50	\$ 119,175.00	\$ 648,829.00	LOW
Lee Construction, Inc.	\$ 290,366.50	\$ 367,699.40	\$ 153,594.00	\$ 811,659.90	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	

## Lareu Road and Stone Creek Drive Phase 2

No	Item	Unit	Quantity	Engineer's Estimate		J-A-G Construction Co.		Lee Construction, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>Schedule 1: Stone Creek Drive Reconstruction</b>									
1	Remove Existing Roadway	SY	3900	\$ 10.00	\$ 39,000.00	\$ 3.25	\$ 12,675.00	\$ 6.00	\$ 23,400.00
2	Excavation (Unclassified)	CY	2293	\$ 5.00	\$ 11,465.00	\$ 4.50	\$ 10,318.50	\$ 7.50	\$ 17,197.50
3	Embankment (95%) (VRF = 1.2)	CY	36	\$ 8.00	\$ 288.00	\$ 9.00	\$ 324.00	\$ 25.00	\$ 900.00
4	Compaction	CY	1143	\$ 5.00	\$ 5,715.00	\$ 4.00	\$ 4,572.00	\$ 10.00	\$ 11,430.00
5	7" Concrete Pavement (NRDJ)	SY	2760	\$ 40.00	\$ 110,400.00	\$ 40.00	\$ 110,400.00	\$ 45.00	\$ 124,200.00
6	6" AB-2 Base	SY	3646	\$ 5.00	\$ 18,230.00	\$ 3.00	\$ 10,938.00	\$ 5.00	\$ 18,230.00
7	30" Curb and Gutter	LF	1579	\$ 17.00	\$ 26,843.00	\$ 17.00	\$ 26,843.00	\$ 22.00	\$ 34,738.00
8	4" Concrete Sidewalk	SY	270	\$ 35.00	\$ 9,450.00	\$ 24.00	\$ 6,480.00	\$ 34.00	\$ 9,180.00
9	6" Concrete - Drive Pavement	SY	193	\$ 40.00	\$ 7,720.00	\$ 35.00	\$ 6,755.00	\$ 48.00	\$ 9,264.00
10	Sidewalk Ramp	EA	6	\$ 600.00	\$ 3,600.00	\$ 450.00	\$ 2,700.00	\$ 850.00	\$ 5,100.00
11	Remove Existing R/W Fence	LF	1242	\$ 3.00	\$ 3,726.00	\$ 3.00	\$ 3,726.00	\$ 1.50	\$ 1,863.00
12	3-Rail Vinyl Fence	LF	1242	\$ 17.00	\$ 21,114.00	\$ 16.00	\$ 19,872.00	\$ 12.00	\$ 14,904.00
13	4" White Multi Component Epoxy Striping	LF	270	\$ 3.00	\$ 810.00	\$ 14.00	\$ 3,780.00	\$ 18.00	\$ 4,860.00
14	Seeding (Including Fertilizer and Mulch)	AC	0.2	\$ 8,400.00	\$ 1,680.00	\$ 16,000.00	\$ 3,200.00	\$ 12,000.00	\$ 2,400.00
15	Temporary Erosion Control	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 3,200.00
16	Construction Staking	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
17	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,500.00	\$ 7,500.00
<b>TOTAL SCHEDULE 1</b>					\$ 266,541.00		\$ 235,583.50		\$ 290,366.50
<b>Schedule 2: Stone Creek Drive south extension</b>									
1	Remove Existing Roadway	SY	200	\$ 10.00	\$ 2,000.00	\$ 3.25	\$ 650.00	\$ 6.00	\$ 1,200.00
2	Excavation (Unclassified)	CY	2755	\$ 5.00	\$ 13,775.00	\$ 4.50	\$ 12,397.50	\$ 7.50	\$ 20,662.50
3	Embankment (95%) (VRF = 1.2)	CY	552	\$ 8.00	\$ 4,416.00	\$ 9.00	\$ 4,968.00	\$ 20.00	\$ 11,040.00
4	Compaction	CY	1644	\$ 5.00	\$ 8,220.00	\$ 4.00	\$ 6,576.00	\$ 8.50	\$ 13,974.00
5	7" Concrete Pavement (NRDJ)	SY	3849	\$ 40.00	\$ 153,960.00	\$ 40.00	\$ 153,960.00	\$ 45.00	\$ 173,205.00
6	6" AB-2 Base	SY	4980	\$ 5.00	\$ 24,900.00	\$ 3.00	\$ 14,940.00	\$ 5.00	\$ 24,900.00
7	30" Curb and Gutter	LF	2658	\$ 17.00	\$ 45,186.00	\$ 17.00	\$ 45,186.00	\$ 22.00	\$ 58,476.00
8	4" Concrete Sidewalk	SY	701	\$ 35.00	\$ 24,535.00	\$ 24.00	\$ 16,824.00	\$ 34.00	\$ 23,834.00
9	6" Concrete - Drive Pavement	SY	32	\$ 40.00	\$ 1,280.00	\$ 35.00	\$ 1,120.00	\$ 48.00	\$ 1,536.00

10	Sidewalk Ramp	EA	4	\$ 600.00	\$ 2,400.00	\$ 450.00	\$ 1,800.00	\$ 850.00	\$ 3,400.00
11	4" AB-2 Alley	SY	67	\$ 5.00	\$ 335.00	\$ 3.00	\$ 201.00	\$ 5.00	\$ 335.00
12	Remove Existing R/W Fence	LF	1047	\$ 3.00	\$ 3,141.00	\$ 3.00	\$ 3,141.00	\$ 1.70	\$ 1,779.90
13	3-Rail Vinyl Fence	LF	1047	\$ 17.00	\$ 17,799.00	\$ 16.00	\$ 16,752.00	\$ 16.00	\$ 16,752.00
14	W-Beam Steel Guardrail	LF	75	\$ 3.00	\$ 225.00	\$ 75.00	\$ 5,625.00	\$ 70.00	\$ 5,250.00
15	Seeding (Including Fertilizer and Mulch)	AC	0.23	\$ 8,400.00	\$ 1,932.00	\$ 16,000.00	\$ 3,680.00	\$ 13,500.00	\$ 3,105.00
16	Temporary Erosion Control	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
17	Construction Staking	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,750.00	\$ 1,750.00
18	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 2,500.00	\$ 2,500.00
<b>TOTAL SCHEDULE 2</b>				\$ 310,604.00		\$ 294,070.50		\$ 367,699.40	
<b>Schedule 3: Lareu Road east-west</b>									
1	Remove Existing Roadway	SY	200	\$ 10.00	\$ 2,000.00	\$ 3.25	\$ 650.00	\$ 6.00	\$ 1,200.00
2	Excavation (Unclassified)	CY	1250	\$ 5.00	\$ 6,250.00	\$ 4.50	\$ 5,625.00	\$ 7.50	\$ 9,375.00
3	Embankment (95%) (VRF = 1.2)	CY	64	\$ 8.00	\$ 512.00	\$ 9.00	\$ 576.00	\$ 20.00	\$ 1,280.00
4	Compaction	CY	705	\$ 5.00	\$ 3,525.00	\$ 4.00	\$ 2,820.00	\$ 8.50	\$ 5,992.50
5	7" Concrete Pavement (NRDJ)	SY	1672	\$ 40.00	\$ 66,880.00	\$ 40.00	\$ 66,880.00	\$ 45.00	\$ 75,240.00
6	6" AB-2 Base	SY	2250	\$ 5.00	\$ 11,250.00	\$ 3.00	\$ 6,750.00	\$ 5.00	\$ 11,250.00
7	30" Curb and Gutter	LF	974	\$ 17.00	\$ 16,558.00	\$ 17.00	\$ 16,558.00	\$ 22.00	\$ 21,428.00
8	4" Concrete Sidewalk	SY	229	\$ 35.00	\$ 8,015.00	\$ 24.00	\$ 5,496.00	\$ 34.00	\$ 7,786.00
9	6" Concrete - Drive Pavement	SY	65	\$ 40.00	\$ 2,600.00	\$ 35.00	\$ 2,275.00	\$ 48.50	\$ 3,152.50
10	8" Concrete - Alley Approach	SY	25	\$ 600.00	\$ 15,000.00	\$ 45.00	\$ 1,125.00	\$ 60.00	\$ 1,500.00
11	Sidewalk Ramp	EA	5	\$ 17.00	\$ 85.00	\$ 450.00	\$ 2,250.00	\$ 850.00	\$ 4,250.00
12	Seeding (Including Fertilizer and Mulch)	AC	0.12	\$ 8,400.00	\$ 1,008.00	\$ 16,000.00	\$ 1,920.00	\$ 12,000.00	\$ 1,440.00
13	Temporary Erosion Control	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 3,200.00
14	Construction Staking	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
15	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 4,500.00	\$ 4,500.00
<b>TOTAL SCHEDULE 3</b>				\$ 140,183.00		\$ 119,175.00		\$ 153,594.00	
<b>GRAND TOTAL SCHEDULES 1, 2, &amp; 3</b>				\$ 717,328.00	\$ 648,829.00	\$ 811,659.90			



# **MEMORANDUM**

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 29 July 2014

**RE:** HARDING LIFT STATION REHABILITATION

## **Engineering Department**

### ISSUE

Bids were received today for rehabilitation of the sanitary sewer lift station near Harding Street and the drainage ditch. The project converts the 38 year old wetwell/drywell lift station to a submersible pump wetwell installation.

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

C.W. Harper, P.E.  
Project Engineer

### BACKGROUND

Only one bid was received, from Dick Construction, Inc. for \$109,500.00, which exceeded the engineer's estimate of \$77,500.00.

### ALTERNATIVES

The Governing Body must reject the bid, or defer action until a later date.

### RECOMMENDATION

Staff recommends rejecting the bid and authorizing a rebid at a future date.

### FISCAL

Funding for this project is in the 2014 Water & Sewer budget.

A handwritten signature in black ink that reads "Steve Cottrell".

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301 N. 8<sup>TH</sup>  
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FAX 620.276.1137  
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# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 30 July 2014

**RE:** UTILITY EASEMENT

## ISSUE

The Electric Department is installing a new service line to Key Office on Stevens Avenue. An easement is needed for the line.

## BACKGROUND

The Electric Department is installing a new service line to Key Office on Stevens Avenue. The new line replaces an old overhead line that must be removed to accommodate the new restaurant in the old American Legion Building, necessitating the need for the easements.

An easement has been obtained from Paul A. Kornechuk.

## ALTERNATIVES

The Governing Body may accept or reject the easement.

## RECOMMENDATION

Staff recommends accepting the easement.

## FISCAL

There is no cost to the City for this easement.

*Steve Cottrell*



### **Engineering Department**

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

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

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Lot 29

Lot 28

5' Utility Easement

Lot 27

Lot 26

Lot 25

Lot 24

Lot 23

Lot 22

Block 1, Jones Addition

Lot 21

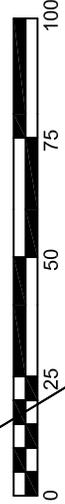
Lot 20

Lot 19

Block 39, Stevens Addition

# Exhibit A

STEVENS AVE



N

Current Existing Curb Line

# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 23 July 2014

**RE:** GCCC COMMUNICATIONS FIBER CROSSING

## ISSUE

Garden City Community College needs to run a fiber communications cable between the main campus and the football field. Permission for an underground crossing of Campus Drive is requested.

## BACKGROUND

With the construction of the new football field, Garden City Community College needs to run a fiber communications cable between the main campus and the football field. Dee Wigner, Executive Vice President, has provided an aerial map showing the location of the proposed crossing.

## ALTERNATIVES

The Governing Body may approve or reject the request.

## RECOMMENDATION

Staff recommends approval.

## FISCAL

There is no cost to the City.



### **Engineering Department**

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

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

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GARDEN CITY  
COMMUNITY COLLEGE

801 Campus Drive  
Garden City, Kansas 67846  
(620) 276-7611  
www.gcccks.edu

July 17, 2014

Steve Cottrell  
City Engineer  
City of Garden City  
302 N, 9<sup>th</sup> St  
Garden City, KS 67846

Dear Steve:

The college will be contracting with Hammeke Electric, Inc. to install private communications fiber to two locations near our main campus the multi-sports complex and the new student housing complex. Enclosed is a map indicating the scope of the project.

The fiber run east of campus to the multi-sports complex is time sensitive as we would like to have the fiber installed prior to our first home game on August 30. The second fiber run will be south to the new student housing complex; this phase of the project has a completion date of December 31, 2014.

It is my understanding that the City Commission must authorize the project. If you have any questions or need further information, please let me know.

Sincerely,

Dee A. Wigner  
Executive Vice President



Map navigation controls including a home button, zoom in (+) and zoom out (-) buttons, a person icon, a settings gear, and a vertical scroll bar.



**PUBLIC UTILITIES  
DEPARTMENT**

MIKE MUIRHEAD  
Public Utilities  
Director  
301 N 8<sup>th</sup> St  
620.276.1577

CLIFF SONNENBERG  
Electric Service's Center  
Superintendent  
140 Harvest Ave  
620.276.1290

FRED JONES  
Water Department  
Resource Manager  
106 S 11<sup>th</sup> St  
620.276.1292

ED BORGMAN  
Waste Water  
Superintendent  
345 S Jennie Barker Rd  
620.276.1281

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CENTER  
301 N 8<sup>TH</sup> ST  
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67846-0998  
620.276.1160  
FAX 620.276.1169  
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## MEMORANDUM

TO : Governing Body  
THRU: Matt Allen, City Manager  
FROM: Mike Muirhead, Public Utilities Director  
DATE : July 23, 2014  
RE : Architectural Service for Design of Electric Service Center

---

### **ISSUE:**

Obtain necessary Architectural services for the design of the proposed addition to the Electric Service Center. The addition will provide space to relocate the Water Division into the new space.

### **BACKGROUND:**

The Water Division's current facilities located at 106 South 11<sup>th</sup> Street, has inadequate space to house the division's operation and material inventory.

In 2012 an estimate to remodel and expand the current water division facility (originally constructed in the 1950's/1960's) was well over \$300,000 without expanding the shop/storage areas.

The City Commission has approved the revised 2014/2015 budget to construct a new facility combining the Water Division and the Electrical Service Center at 140 Harvest Avenue.

### **ALTERNATIVE:**

Selection of Architectural Service from either:

- 1.) The Architect, Bruce Glass for Architectural Service.
- 2.) Architecture Plus, LLC, Blaine Davis for Architectural Service.
- 3.) Direct staff to interview additional firms for architectural services.

### **RECCOMENDATION:**

After interviewing the two companies, staff recommends approving a professional services agreement with The Architect, 303 North Main Street, Garden City KS.

### **FISCAL NOTE:**

Funding for the architectural services will come from the 2014 bond proceeds.

# Architecture Plus, LLC

architecture

planning

interiors

May 7, 2014

Mr. Mike Muirhead, Public Utilities Director  
City of Garden City  
P.O. Box 998  
Garden City, KS 67846

RE: Additions for the Water Department at the  
Electric Service Center  
Garden City, Kansas

Dear Mike:

**ARCHITECTURE PLUS, LLC** appreciates this opportunity to provide architectural and planning services for the referenced work. It was a pleasure to meet with you and Cliff Sonnenberg to discuss the future needs and subsequently Cliff provided me with a tour of the present facility built in 2002. It is rewarding to know that the approximate 22,900 square feet building is performing as intended after twelve years of use.

It is my understanding that the project would involve an addition of approximately 9,000 square feet for shop/truck bay to the north of the present building. Included in the work would be an office complex for the water department personnel similar to the present office on the south. Site work related to this work would be new parking lot development on the south and additional paving for yard storage and north driveway. Consideration of minor remodeling to existing spaces will occur to facilitate the new additions and the development of a secure control room for the utilities (electric, water and waste water).

The initial service would be the development of space studies and master-planning. In this process, input from utility departments and end-users would be gathered. Exploration of building codes (City of Garden City has adopted the 2009 family of International Codes and 2010 ADA Standards for Accessible Design) and their application to the existing structure and new additions will be considered. With this programming information, planning would be established for re-location of the Water Department and schematic designs will be developed for your consideration. Upon approval of the schematic designs, estimates of probable construction costs would then, be offered. This portion of the work would be provided for a maximum fee of \$ 7,800.00.

402 E. Fulton Street Garden City, Kansas 67846 620.276.2872 620.276.7679 (fax)  
archplus@architectureplus.net

Mr. Mike Muirhead, Public Utilities Director  
City of Garden City  
Page 2

With approval of the governing body of the above and construction funding availability, the construction documents (drawings and specifications) would be developed. These documents would allow for both construction permitting and solicitation of contractor bids. Included in these would be the required architectural work, as well as, structural foundation engineering (pre-manufactured building company to provide building structural design). As per the previously mentioned codes and the ever-changing technology, mechanical (HVAC and plumbing) and electrical engineering would be provided by my consulting engineering group. Based on the volume and complexity of the work, the fees would not exceed seven percent of the construction cost with credit for the above schematic design fee (\$7,800.00).

With the acceptance of this letter agreement, I would suggest development of an American Institute of Architects (AIA) Owner-Architect Agreement, to better define the scope of work, Owner's responsibilities and most importantly our responsibilities. This document could be mutually written with the input of your legal counsel of which I highly recommend and then enacted.

Again, I am appreciative of the continued opportunity and look forward to renewing our working relationship. Please don't hesitate to contact me with questions or to further define this scope of work.

Sincerely,



Dale B. (Blaine) Davis, AIA

Accepted: **City of Garden City**

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

Date: \_\_\_\_\_

# THE ARCHITECT

BRUCE GLASS, AIA

All work shall comply with and be drawn per the 2009 IBC ( or current adopted ) family of codes per City and State Requirements and the 2010 ADA Codes and Regulations. Plans will be 24x36 format.

Work excluded as part of this proposal but available as a reimbursable expense includes:

1. Work associated with the selection and or bidding / purchase of furnishings.
2. Graphic Design of names and logos, presentation renderings and graphics, or marketing.
3. Detailed Cost estimating.
4. Site surveys and or soil borings & analysis.
5. Landscaping plans.
6. Civil engineering drawings or storm water retention calculation, if required by the city planning department.
7. Travel outside of Garden City.
8. Costs associated with printing or shipping construction documents for bidding.

To perform the above services within the defined terms and conditions, and per our conversations on 5-30-14, we are submitting a fee for the Architectural services of 6.5% of the total construction cost of the building.

Other services you may desire would be available on an hourly basis per our current rate sheet.

A separate letter outlining the estimated cost for the above additions is attached.

If the City agrees to these terms, a formal agreement using the Standard AIA agreement between the Owner and the Architect would be consummated.

We appreciate the opportunity to make this proposal on your project and we look forward to working with you. If this proposal meets with your satisfaction, please return a signed copy to our office. Upon receipt, we will await your notification to proceed with the formal contract.

Sincerely, Bruce R. Glass, AIA



Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

# THE ARCHITECT

BRUCE GLASS, AIA

## HOURLY RATE SCHEDULE – 2014

Principal Architect	\$114.00
Associate / Designer / Project manager	\$85.00
CAD Drafter	\$65.00
Intern / Junior CAD Drafter	\$55.00
Clerical	\$40.00

## REIMBURSABLE EXPENSES

Outsource CAD Drafting	1.6 times invoice
Outsource Engineering Services	1.1 times invoice
Outsource Inspection Services	1.1 times invoice
Outsource Printing Services	1.1 times invoice
Shipping & Handling	1.1 times invoice

Travel Mileage \$0.65 per mile

PDF's, DWF's or DWG Electronic Copies of  
Files, Either for Bidding or  
As-Built Drawings \$50.00 per sheet

Copies (8-1/2 x 11 and 14) \$ .25 ea.  
(11 x 17) \$ .50 ea.

\* Colored Paper adds 5¢

Print (Xerox) Machine \$ 1.00 sq. ft.  
(24 x 36 = \$6.00 each)

Plotter (per 24 x 36" sheet - 6 sq. ft.) \$ 40.00 ea.  
Including As-Built Drawings

Applicable Sales Tax on all prints and plots

# THE ARCHITECT

BRUCE GLASS, AIA

June 4, 2014

Mr. Cliff Sonnenberg, Superintendent  
Garden City Electric Department  
140 Harvest Street  
Garden City, Ks. 67846

Re: Additions to the Electric Service Center, Garden City, Ks.

Cliff:

We are pleased to submit The Architect's (The Consultant) proposal for architectural design services for the above referenced project, to you (the Client). The scope of these services will include Architectural, Structural, Mechanical and Electrical plans for the above project.

Per our conversations on Friday May 30, we understand that the scope of this project consists of design for office and vehicle storage additions to the existing Service Center in Garden City, Ks. The construction budget for the project is undetermined at this time. We understand that this project will be Design-Bid-Build, or Construction Management delivery.

The Office addition would be approximately 3,400 sf and consist offices for the water department and others, plus a training room with a capacity of between 35 to 40+ employees at a time. It would be constructed to the south of the existing office. The Vehicle storage addition would be approximately 9,000 sf and attach to the north of the existing vehicle storage.

Both additions would be metal building frame construction similar to the existing buildings.

We propose to perform the following services on the above referenced scope of work:

1. Prepare Construction documents stamped by a registered Architect and Engineers consisting of: Site Plan, Architectural floor plans, specifications, Elevations, Sections, Details; Door, Window and Room Finish schedules, and details.
2. Mechanical and Electrical Plans, schedules and specification.
3. Structural plans and specifications.
4. Provide all necessary plans and support materials required by the city and fire department for plan approvals and permit requirements, and attend any required planning meetings with city officials.
5. Provide site visits as necessary during construction of the work.
6. Review shop drawings of all trades.
7. All design professionals shall use and rely on the owners existing plans and equipment requirements for work that will be incorporated in the project.

# Other Entities Minutes



**ITEM 2**  
**GARDEN CITY REGIONAL AIRPORT**  
**ADVISORY BOARD MINUTES**  
**JUNE 12, 2014**

**5:30 P.M. MEETING CALLED TO ORDER**

**MEMBERS PRESENT**

Ed Fischer, Max Meschberger, Charlie Robinson, and Darin Germann

**MEMBERS ABSENT**

Ken Frey, Marlo Miller, and Bill Jones

**STAFF PRESENT**

Miranda Benedict

**ITEM 1 PUBLIC COMMENT**

No public comment.

**ITEM 2 APPROVAL OF MAY 8, 2014 MINUTES**

Max Meschberger made a motion to approve the May 8, 2014 Airport Advisory Board minutes. Ed Fischer seconded the motion. The motion passed unanimously.

**ITEM 3 LEASE REVIEW**

Staff is requesting the Airport Advisory Board's consideration and approval of the following: Scott Auction, O'Brate Realty, LLC., and Jet Air Cleaner Agreement.

Scott Auction currently rents 7.93 acres of land for \$1500.00 annually for auction. The lease began October 1, 2005 and automatically renews annually unless either party provides notice to terminate lease. Scott Auction also leases 2 acres of land for \$100.00 per day during the auction for parking. The lease began on October 1, 2012 and automatically renews annually unless either party provides notice to terminate lease.

O'Brate Realty, LLC. currently leases a hangar from the Garden City Regional Airport. O'Brate Realty, LLC. paid for the expenses to build the hangar, therefore, they rent the hangar for \$0. The term of the lease began November 1, 2010 and is scheduled to terminate October 31, 2035. At the end of the term, tenant has option for another 10 year term with negotiable rent.

Jet Air Cleaner's currently provides janitorial services to the Garden City Regional Airport for \$2,095 per month or \$25,140 per year. Their lease began

September 1, 2012 and automatically renews for another year term unless either party provides notice to terminate lease.

After discussion, the Airport Advisory Board approved the automatic renewal of Scott Auction leases, O'Brate Realty, LLC. lease, and Jet Air Cleaners Agreement. Ed Fisher made a motion and Max Meschberger seconded the motion. The motion passed unanimously.

**ITEM 4      DIRECTOR'S REPORT**

Staff discussed the Director's Report with the Airport Advisory Board.

**ITEM 5      MONTHLY REPORTS**

Staff reviewed the monthly reports with the Airport Advisory Board. Ed Fisher inquired about the percentage of load factor on the American Eagle flights.

**ITEM 6      BOARD MEMBER COMMENTS**

- A.      Ed Fischer – Garden City Community College is no longer funding the automotive and industrial maintenance program, but the welding & John Deere program are still funded. He no longer an instructor.
- B.      Charlie Robinson – Expressed his apologies for missing the last 2 meetings.
- C.      Ken Fry – Absent.
- D.      Marlo Miller – Absent.
- E.      William (Bill) Jones – Absent.
- F.      Darin Germann – No comment.
- G.      Max Meschberger – No Comment.

**ITEM 7      ADJOURNMENT**

Ed Fisher made a motion to adjourn. Max Meschberger seconded the motion. The motion passed unanimously.



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**City of Garden City  
Cultural Relations Board Meeting Minutes  
May 8, 2014  
5:15 pm**

**Present:** Chairperson Adam Cassellius, Verna Weber (via conference call), Vice Chair Nancy Harness, Dr. Debra Bolton and Geovannie Goné

**Absent:** Liz Sabandith and Dan Le

**Staff:** Michelle Stegman

**Guest(s):**

**I. Call the Meeting to Order**

Chairperson Adam Cassellius called the meeting to order at 5:20 pm.

**II. Approval of Minutes**

Adam asked for a motion to approve the April 2014 minutes. It was requested that Michelle Stegman amend the approval month on the April minutes agenda to March. Corrections will be distributed during the June meeting. Dr. Debra Bolton motioned first with a second from Nancy Harness.

**III. Old Business**

**A. 2014 Diversity Dinner and Multi-Cultural Summit Update**

Michelle Stegman and Dr. Debra Bolton provided an update on the May Multi Cultural Summit planning meeting. Minutes of the meeting will be distributed to CRB board members. Verna shared possible speakers she had contacted.

**B. Religions of the World Presentation**

Nancy reported she had spoken with other representatives of the Ministerial Alliance about the event and they are giving it further consideration. She also visited with Rev. Denise Pass about the concept and Rev. Pass told Nancy that she would get back with her. Rev. Pass will be the new chair of the Ministerial Alliance. Nancy will follow-up with her. Verna Weber shared that the Coalition could sponsor the event and would check with St. Catherine Hospital too. Debra shared that she knew of a K-State student, Jessica Falcone that is currently doing a dissertation on the subject. Debra will contact her to see if she would be interested.

**C. Recommended a CRB Facebook Page**

Michelle shared that with pending changes to the webpage and after discussions with Communications Specialist Ashley Freburg, it was recommended to enhance the CRB webpage. Ashley said that we could put information on the City Face Book page. Michelle will add this to the June agenda.



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#### **IV. New Business**

##### **A. Diversity Dinner Speaker/Clergy Person**

Michelle asked the board to begin brainstorming on a speaker for the Diversity Dinner. She shared she left a message with the Chaplain's office as their part time chaplain is from El Salvador. Itzel Rodriguez from GCCC was suggested as a possible speaker. Geovannie will inquire whether the owners from Mi Rumba are from El Salvador.

##### **B. CRB Recruitment**

Michelle asked the board to begin recruiting for the 2 open vacancies. Debra suggested Karen Aguilar, Philippines and Racheal Murungi-Kisekka, Uganda and will provide them applications.

#### **V. Financial Report**

Financials were reviewed by the committee.

##### **C. Adjournment**

Meeting adjourned at 6:19 pm.



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**City of Garden City**  
**Cultural Relations Board Meeting Minutes**  
**June 12, 2014**  
**5:15 pm**

Present: Verna Weber, Dr. Debra Bolton, Geovannie Goné and Dan Le  
Absent: Liz Sabandith and Chairperson Adam Cassellius, Vice Chair Nancy Harness  
Staff: Michelle Stegman  
Guest(s): Abdi Rashid Husein, Lewis Kimsey and Lado Ladoka - DCF

**I. Call the Meeting to Order**

Since the Chair and Vice Chair were absent Michelle Stegman called the meeting to order at 5:23 pm.

**II. Guests:**

**Abdi Rashid Husein:** Visited the board to invite them to the Somalia Independent Day Celebration on July 1, 2014. He inquired about locations that could host the event. Finnup Park was a recommendation. Michelle tentatively reserved a shelter for him. Debra Bolton agreed to meet with him to show him the space.

**Lewis Kimsey and Lado Ladoko, Department for Children and Families:** Attended the meeting to introduce Lado as the new SWKS Refugee Coordinator. Lewis is the State Refugee Coordinator.

**III. Approval of Minutes**

Michelle asked for a motion to approve the May 2014 minutes. Debra clarified the correct spelling of CRB applicant Racheal Murungi and asked Michelle to correct the minutes. Verna Weber moved to accept the minutes with that correction with a second from Debra. Motion approved.

**IV. Old Business**

**A. 2014 Diversity Dinner and Multi-Cultural Summit Update**

Michelle, Debra Bolton and Verna provided an update on the June Multi Cultural Summit planning meeting. Minutes of the meeting will be distributed to CRB board members.

Michelle shared that Guillermo Reyes, Tyson Chaplain has agreed to be the clergyperson for the Diversity Dinner. Michelle stated that Chief Hawkins has asked Officer Juan Martinez, Nicaragua to be a speaker at the dinner. Geovannie has agreed assist in the search for other speakers.

**B. Religions of the World Presentation**

Verna shared that a member of her staff recommended KU professors Dr. Timothy Miller and Dr. Michael Zoegry to speak. Debra said that she had gotten a commitment from Jessica Falcone. Jessica jut needs a date. Verna will talk to



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Denise Pass, new President of the Ministerial Alliance. It was suggested this event be later in the calendar year (October).

**V. New Business**

**A. CRB Recruitment**

Debra brought CRB applications for Karen Aguilar, Philippines and Racheal Murungi-Kisekka, Uganda for review. Since there was no longer a quorum, the item was tabled.

**B. Cultural Relations Board Web Page – City Face Book Page**

Item was tabled. The board members would like Michelle to invite Ashely Freburg to the next meeting.

**VI. Financial Report**

Financials were reviewed by the committee.

**C. Adjournment**

Meeting adjourned at 6:23 pm.

## Garden City Recreation Commission

### Minutes

Monday, June 30, 2014

- I. Call Meeting to Order – Guest Recognition & New Maintenance Director Chuck Reinert**  
Chair Person Anna Urrutia called the meeting to order at 5:20 pm. GCRC Board Members present were Alyssa Benavidez and Torre Mohler. Marcus Ramos arrived at 5:27 pm. GCRC Staff present were Superintendent John Washington, Maintenance Director Chuck Reinert and Finance Director Terri Hahn. Guest present was Theresa Dasenbrock and Kristin Sebavec from Lewis Hooper & Dick LLC and Kent Carmichael from Gibson Mancini Carmichael & Nelson PA.
- II. Approval of Agenda**  
John asked that under New Business #6 go under executive sessions. John also introduces the New Maintenance Director Chuck Reinert. He will be taking over Brian Knight's job as Maintenance Director. Brian will become the Aquatics Maintenance Director for the pool and water park. Motion by Torre Mohler to approve the agenda, seconded by Alyssa Benavidez. Motion carried with all in favor.
- III. Consent Agenda**  
**The following shall stand approved and/or accepted as presented unless action is taken to remove an item from the consent agenda.**
- **Minutes of Regular Meeting for May 2014**
  - **Financial Reports for May 2014**
  - **Staff Reports**
  - **Participation Reports May 2014**
- Motion by Alyssa Benavidez to approve the consent agenda, seconded by Marcus Ramos. Motion carried with all in favor.
- IV. Superintendent Reports**
- **2014 SWKR Golf Tournament (August 15, 2014 @ 9am)** – Reminder if the GCRC Board would like to play in the 2014 SWKR Golf Tournament on August 15, 2014 please let John know.
  - **Relocation of the Maintenance Division** – 2925 E. Mary Street will be the new home for the GCRC Maintenance Division. There is 6,000 sq. feet of space, we are housing the Maintenance Director, Building Supervisor, Parks and Concession/Arts & Theater storage. Will also manage the driving range.
  - **CDRR Grant** - This grant has moved over to the Finney County Health Coalition, and the County has elected to hire Donna Gerstner to facilitate the grant.
- V. New Business**
1. **Lewis Hooper and Dick Audit presentation** – Theresa Dasenbrock, CPA and Kristin Sekavec, CPA presented the 2013 Audit.
  2. **GCRC 2015 Budget Approval** – John presented the 2015 Budget for approval. Motion by Alyssa Benavidez to approve the 2015 Budget, seconded by Torre Mohler. Motion carried with all in favor. Budget Hearing is set for Thursday - July 17, 2014 at 12:00 p.m., at 2925 E. Mary Street.
  3. **Designation of July as Park and Recreation Month "Out is In"** – John is asking for approval to support the "Out is In". Motion by Marcus Ramos to approve July as Park

and Recreation Month “Out is In”, seconded by Alyssa Benavidez. Motion carried with all in favor.

4. **Update on the Water Park Design and construction phase.** – Kent Carmichael with Gibson Mancini Carmichael & Nelson PA presented updates of the water park. Construction should start on the site sometime in late summer 2014. The project has been submitted to the City and approved.
5. **Update on the Fitness Center Project** – Kent Carmichael also updated the Board on the Fitness Center project. Construction should begin over the next thirty (30) days.
6. **Seeking approval of a management agreement with Stone Development, Inc. for commercial indoor water park facility on Highway 83 and East Schulman Avenue, Garden City, Finney County, Kansas** – Motion by Marcus Ramos to go into executive’s session for ten (10) minutes. Seconded by Torre Mohler. Motion carried with all in favor.  
Went into executive session at 6:25 pm.

Out of executive session at 6:35 pm.

Motion by Marcus Ramos to table the approval of a management agreement with Stone Development, Inc. for commercial indoor water park facility, seconded by Alyssa Benavidez. Motion carried with all in favor.

7. **Relocation of the GCREC Maintenance Division from the GCCC Campus to 2925 E Mary Street. Additional locations that are closing are Clint Lightner Shop will be used for dry storage of pool supplies, 706 E Maples, West Fulton Storage, East Fulton & 3<sup>rd</sup> Street storage under review as future Arts Storage and Set Building.** – John explained about the storage and housing of the maintenance division. By the first of August or the end of July the GCCC will start the project located next to the old skating rink located on Schulman Ave. Although I have not received word I’m sure that they will ask us to move from that site to allow the construction crew to use the site for storage of equipment and materials. Working with some private developers a site has been selected and a lease contract is being drafted. You will get a complete tour of the facility at our special meeting on July 17, 2014.
8. **Bid proposal for an equipment purchase for the Garden City Recreation Fitness Center. Closed Bids have been received from Direct Fitness Solutions, Precor Corporate Office and Mid-States Fitness Equipment.** – Bids were received from the following businesses for Fitness Equipment which included, 20 treadmills, 3 Precor PBK 885 Recumbent Cycles, 6 Upright Cycles, 2 Adaptive Motion Trainers, 12 Moving Handlebar w/adjustable Crossramps, 1 Exinda Cache Server, 1 Token Launch Kit w/ display, 1 Stretch Trainer, 1 Nu Step T5 Recumbent Stepper, 1 Sci-Fit Pro II Ergometer, 2 LCR 100 Rowing Machines, 1 Precor DSL620 Inner Thigh, 1 Precor DSL621 Outer Thigh, 1 Precor DSL315 Rotary Torso, 1 Precor DSL 404 Chest Press, 1 Precor DSL500 Shoulder Press, 1 Precor DSL204 Biceps Curl, 1 Precor DSL208 Triceps Extension, 1 Precor DSL310 Seated Row, 1 Precor DSL313 Back Extension, 1 Precor DSL 712 Abdominal, 1 Precor DSL602 Leg Press, 1 Precor DSL605 Leg Extension, 1 Precor DSL619 Seated Leg Curl, 1 Precor DSL505 Rear Delt/Pec Fly, 1 Precor 407 Crossover Adjustable Pulleys, 1 APrecor Crossover Heavy Weight Stacks, 200lbs each, 1 Precor 702 Vertical Knee Up/Dip, 1Precor 408 Olympic

Bench, 1 Precor 410 Olympic Incline Bench, 1 Precor 411 Olympic Decline Bench, 1 Precor 608 Squat Rack, 1 Precor 610 Power Cage, 1 Precor 802 Smith Machine, 1 Precor 603 Hackslide, 1 Precor, 812 Dumbbell Rack, two tier rack 10 pair, 1 Precor 202 Seated Preacher Curl, 1 Precor 312 Back Extension, 1 Precor 119 Superbench, 1 Precor 101 Flat Bench, 1 Precor 808 Barbell Rack-10 Bars, 2 Precor 816 Vertical Plate Tree, 5 Olympic 1200# Stress Power Bar, 1 12 Sided Rubber Encased Dumbbell 5-50lb set, 1 12 Sided Rubber Encased Dumbbell 55-100lb set, 1 12 sided Rubber Encased Barbell set 20-110 Set 10 lbs iner, 40 45# Olympic Rubber Encased VTX Grip Plates, 30 35# Olympic Rubber Encased VTX Grip Plates, 30 25# Olympic Rubber Encased VTX Grip Plate, 30 10# Olympic Rubber Encased VTX Grip Plate, 30 5# Olympic Rubber Encased VTX Grip Plate, 20 2.5# Olympic Rubber Encased VTX Grip Plate.

Mid-States Fitness Equipment	\$478,736.00	3 years parts/labor
Direct Fitness Solutions	\$617,210.40	1 year parts/labor
Precor Corporate Office	\$620,781.00	1 year parts/labor

John and Meghan McFee Wellness Director recommended going with Mid-States Fitness Equipment for \$478,736.00 with three (3) years parts/labor. John also explained that we will be putting this on a lease for ten (10) years. Motion by Marcus Ramos to approve the purchases of Fitness Equipment from Mid-States Fitness Equipment for \$478,736.00 with a 3 year parts/labor warranty, seconded by Torre Mohler. Motion carried with all in favor.

9. **Approval for reimbursement of to the Superintendent for purchase to Sam’s Club for retirement party and concessions.** – Motion by Torre Mohler to approve the reimbursement of \$476.24 to John Washington for purchases of concession and State Tourn purchases, seconded by Alyssa Benavidez. Motion carried with all in favor.

**VI. Old Business**

**Mr. Hill is recommending a 5<sup>th</sup> & 6<sup>th</sup> grade traveling football team under the GCRC Sports Dept.** – John informed the Board that the Football Organization does not approve this football league. Their requirements are for all kids of all ages are to sign up and form teams. Motion by Alyssa Benavidez to remove this item from the agenda, seconded by Torre Mohler. Motion carried with all in favor.

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

**Garden City Recreation Commission Questions and Comments**

**VIII. Adjournment**

Motion by Torre Mohler to adjourn the meeting. Seconded by Marcus Ramos. The meeting adjourned at 7:00 pm.

Terri Hahn  
 Secretary  
 Approved July 28, 2014

**Garden City Recreation Commission  
Minutes  
Thursday, July 17, 2014**

**I. Call Meeting to Order**

Chair Person Anna Urrutia called the meeting to order at 12:04pm. GCRC Board Members present were Torre Mohler, Alyssa Benavidez and Marcus Ramos. GCRC Staff present were Superintendent John Washington and Finance Director Terri Hahn.

**II. Approval of Agenda**

Motion by Alyssa Benavidez to approve the agenda, seconded by Torre Mohler. Motion carried with all in favor.

**III. New Business**

**a) 2015 Budget Hearing –**

Open 2015 Budget Hearing at 12:05pm.

No Public Present

Motion by Alyssa Benavidez to approve the 2015 Budget has presented, seconded by Torre Mohler. Motion carried with all in favor

2015 Budget Hearing closed at 12:15pm.

**b) Approval of a Lease/Purchase Agreement for Wellness & Fitness Equipment –** Have received quotes on lease prices for Wellness & Fitness Equipment. Need more information on one quote. John asked that the approval of a Lease/Purchase Agreement for Wellness & Fitness Equipment be tabled until the next meeting. Motion by Alyssa Benavidez to table the approval of a Lease/Purchases Agreement for Wellness & Fitness Equipment until the next meeting, seconded by Torre Mohler. Motion carried with all in favor.

**c) Superintendent is asking for approval for repay for supplies in the amount of \$330.43. These were supplies for State Babe Ruth Tournament. –** Motion by Marcus Ramos to approve the reimbursement of \$330.43 to John Washington for supplies for the State Babe Ruth Tournament, seconded by Alyssa Benavidez. Motion carried with all in favor

**i) Anna Urrutia asked to go into executive session for 15 minutes to discuss the property agreement with Stone Development, Second by Marcus Ramos. **Executive Session – Recreation Board will go into executive session after close of the 2015 Budget Hearing, for the purpose of discussing personnel and/or real property. The Recreation Board will reconvene into open session at 12:30 pm.****

Out of executive session at 12:30 pm; A motion was made by Marcus Ramos to approve the management agreement with Stone Development, Inc., (a Kansas corporation) contract, seconded by Torre Mohler. Motion carried with all in favor.

**Garden City Recreation Commission Questions and Comments**

**IV. Adjournment**

Motion by Marcus Ramos to adjourn the meeting. Seconded by Alyssa Benavidez. The meeting adjourned at 12:38pm.

Terri Hahn  
Secretary

Approved July 28, 2014

**Garden City Police Department**  
**Police Citizen's Advisory Board**  
**July 15, 2014**

**Present:** Captain Randy Ralston; Sergeant David Wheet; Connie Bonwell; Stephanie Percival; Charles Allen; Jacob Bradshaw; Alicia Weber; Lupe Carrasco, Administrative Assistant.

**Not Present:** James R. Hawkins, Chief of Police; Brandon Neeb; Mellaina Johnson; Dan Le.

The meeting convened at 1730.

Captain Ralston led a review of the monthly activity reports.

The City of Garden City fireworks show was discussed.

Captain Ralston stated the new Victory motorcycles were delivered and mechanical training will be held this week.

Captain Ralston stated there are seven officers in training.

Captain Ralston updated members on the upcoming Police Service Dog selection in Illinois.

Captain Ralston notified members of the proposed computer software for the department and the site visits to further review the program at agencies where the software has been implemented.

The meeting adjourned at 1801.