

AGENDA
CITY COMMISSION MEETING
Tuesday, February 17, 2015
1:00 P.M.
Amended 02-17-2015

- 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 a rate analysis for electric utility rates. 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. Governing Body consideration and approval to allow the Mayor to proclaim March 2, 2015 as Read Across America Day.
 - B. Mr. Russ Tidwell, President of the Tumbleweed Festival, Inc., requests Governing Body consideration for the use of the west green at Lee Richardson Zoo on August 21-23, 2015 for the 24th annual Tumbleweed Festival. The request includes set-up August 17 – 20 and teardown August 24-25. The request also includes allowing volunteers to drive in gates at no charge, and closing the drive in gates during the festival to maintain safe walking areas.
- VII. **REPORT OF THE CITY MANAGER.**
 - A. Staff has provided an update on the progress of the emergency repairs to the swimming pool.
 - B. The Planning and Community Development Department has completed its annual report containing information regarding Garden City, Finney County and Holcomb.
 - C. The City has received an annual royalty check in the amount of \$5,021.39 from Service Line Warranties of America.
 - D. Staff has provided several items of information for Governing Body review including the following: from Director of Aviation Powell the monthly activity report, from Community Development Director Kentner the monthly building report and code enforcement report, from Finance Director Hitz the monthly financial report, from Police Chief Hawkins the monthly, from Public Works Director Curran the monthly projects update and from Zoo Director Newland the monthly activity report.
 - E. Meetings of note:

- ✓ February 16, 2015 – Downtown Vision Annual Meeting & 10 year Anniversary Celebration at 6:00 p.m. at High Plains Public Radio Meeting Room
- ✓ February 18, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ February 21, 2015 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- ✓ February 21, 2015 – Shop Small Saturday and Winter Sidewalk Sale in Downtown GC
- ✓ February 23, 2015 – Governing Body Goal Setting Retreat at Finnup Center at 8:30 a.m. – 4:00 p.m.
- ✓ March 2, 2015 – Joint Meeting of the Governing Bodies of Garden City, Holcomb and Finney County at 11:00 a.m. – 1:00 p.m. in the Carol Brown Conference Room at the Finney County Administrative Center
- ✓ March 18, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ March 21, 2015 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- ✓ March 28, 2015 - GCPD Citizens Police Academy – seven sessions held once a week from 9:00 a.m. – 12:00 p.m.
- ✓ April 11-14, 2015 – Western Kansas Congressional Delegation reception in Washington, D.C.
- ✓ April 15, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ April 18, 2015 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2382-2015A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. Ordinance No. _____ - 2015, an ordinance rezoning land from “L-R” Low Density Residential District to “R-1” Single Family Residential District and “R-3” Multiple Family Residential District in the City of Garden City, Kansas; amending the district zoning map of the City of Garden City, Kansas; repealing the current district zoning map and ordinance 2592-2013; all to the Code of Ordinances of the City of Garden City, Kansas. (Chappel Heights First Addition)
- B. Ordinance No. _____ - 2015, an ordinance granting Black Hills/Kansas Gas Utility Company, LLC d/b/a Black Hills Energy, a Kansas corporation, its lessees, successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Garden City, Kansas.
- C. Resolution No. _____ - 2015, a resolution of the City of Garden City, Kansas, opposing the Kansas State Legislature’s consideration of making municipal elections partisan and moving them to the fall of even numbered years, a proposal currently contained in SB 171.

X. OLD BUSINESS.

A. None at this writing.

XI. NEW BUSINESS.

A. The Governing Body is asked to consider authorizing the Mayor and/or his designee to submit written or oral testimony in support of HB2248, a bill which expands the definition of TIF "Eligible area" to include a building or buildings which are 65 years of age or older and any adjacent vacant or condemned lots.

B. The Governing Body is asked to direct the Trustee to call the series 2011 and series 2005 tax exempt bonds as described in a letter from Bruce Mueller, Wheatland Electric, dated February 11, 2015. The Governing Body is also asked to direct the Trustee to call the series 2010 taxable bonds as described in a subsequent letter from Mr. Mueller, Wheatland Electric, the text of which was forwarded by Wheatland Electric counsel on Thursday in order to be considered concurrently with the other two series.

C. Lona Duvall and representatives from Finney County Economic Development Corporation will be present to review the annual report.

D. KDOT has requested applications for the 2015 fund exchange program, where we can exchange the federal funds for state funds and have more flexibility with projects. Staff is requesting direction from the Governing Body relating to an application for state funding.

E. Governing Body consideration and approval for a proposal to clean approximately 6,709' of cast iron water main in various locations in Garden City. The requested work is in addition to the existing Sanitary Sewer Collections System agreement with Mayer Specialty Services, LLC of Goddard, Kansas.

F. Governing Body consideration and rejection of bids received for a skid loader at the Garden City Regional Airport.

G. Governing Body consideration and approval of bids received on February 10, 2015 for a Solid Waste Sideload Collection Truck.

H. Governing Body consideration and approval of bids received on February 10, 2015 for a Solid Waste Frontload Collection Truck.

I. Advisory Board Recommendations:

1. Community Health Advisory Board – 9 appointments

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

1. Governing Body consideration and acceptance of bids received February 10, 2015 for the irrigation system at Santa Fe Park.

2. Governing Body consideration and approval of the Amendment to Lease Agreement between J. Kent Scott, d/b/a Scott Auction and the City of Garden City, Kansas.
3. Governing Body consideration and approval of crop lease agreements at the Garden City Regional Airport.
4. Governing Body consideration and approval of a crop lease agreement between the City of Garden City, Kansas and Michael J. Richmeier.
5. Permission for Estella G. Mull to reserve burial rights of Space 7, Lot 56, Zone J of Valley View Cemetery of the consideration of \$50.00 for the period of one year.

6. Licenses:

(2015 New)

- a) Kel-Mar Properties, LLC Class A General
- b) Heco Heating and Cooling Class D-M Mechanical
- c) Ace Masonry & Remodeling Class E-SOC Specialized Other
- d) T-John Handyman Class E-SOC Specialized Other

(2015 Renewal)

- e) Crossland Construction Class A General
- f) Dodge City Home Builders Class A General
- g) Dave Tabor Construction..... Class B General
- h) Dwight Ford..... Class B General
- i) Farr Construction Class B General
- j) Garden City Habitat for Humanity..... Class B General
- k) Nemechek Construction Class B General
- l) Robert Wirth..... Class B General
- m) Tim Fuller Construction..... Class B General
- n) Outlaw Enterprises Class B General
- o) Rod Fercking Construction. Class B General
- p) Superior Home Improvements, LLC..... Class B General
- q) Brungardt Construction..... Class C General
- r) Woodbridge Home Exteriors of Kansas, Inc. Class C General
- s) Black Hills/Kansas Gas Utility Company Class C General
- t) Encore Electric, Inc..... Class C General
- u) Faith Technologies, Inc..... Class C General
- v) Stegman Brothers Electric, Inc. Class C General
- w) Wallace Electric Class C General
- x) Angel AC & Refrigeration..... Class D-M Mechanical
- y) Black Hills/Kansas Gas Utility Company Class D-M Mechanical
- z) Fowler's Heating & Cooling Class D-M Mechanical
- aa) IMAC & Heating Class D-M Mechanical
- bb) Ray Omo, Inc..... Class D-M Mechanical
- cc) Black Hills/Kansas Gas Utility Company Class D-P Plumbing w/ Gas
- dd) City of Garden City Class D-P Plumbing w/ Gas
- ee) A-R Roofing, LLC..... Class D-R Roofing
- ff) Swank Landscaping & Sprinklers Class E-BF Backflow Test
- gg) BJ Concrete Class E-SOC Specialized Other
- hh) E&L Lawncare..... Class E-SOC Specialized Other
- ii) Garden True Value (fences) Class E-SOC Specialized Other
- jj) Garden True Value (sprinklers) Class E-SOC Specialized Other
- kk) Kel's TLC Class E-SOC Specialized Other
- ll) Niemens Siding & Home Improvement Class E-SOC Specialized Other
- mm) Ramos Concrete..... Class E-SOC Specialized Other
- nn) Swank Landscaping & Sprinklers (sprinklers)..... Class E-SOC Specialized Other

oo) Swank Landscaping & Sprinklers (arborist) Class E-SOC Specialized Other

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

L. Staff requests Governing Body consideration of an executive session pursuant to K.S.A. 75-4319(b)(6) pertaining to preliminary discussions relating to the acquisition of real property.

XII. CITY COMMISSION REPORTS.

A. Commissioner Fankhauser

B. Commissioner Law

C. Mayor Cessna

D. Commissioner Dale

E. Commissioner Doll

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

February 3, 2015

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 p.m. at the City Administrative Center on Tuesday, February 3, 2015 with all members except Commissioner Law present. Commissioner Doll opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Gilbert Valerio, Emergency Management Coordinator invited the Governing Body to an Incident Command System (ICS) Overview class on March 10, 2015 from 4:00 p.m. – 8:30 p.m. at the Finney County Law Enforcement Center, EOC training room.

Commissioner Dale moved to approve the request from Rebecca Colburn, Girl Scouts of Kansas Heartland to allow the Mayor to proclaim the month of February 2015 as Girl Scout Cookie Month. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Commissioner Fankhauser moved to allow the Mayor to proclaim the month of February as Career and Technical Education Month. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Superintendent of Public Grounds Alan Geier has announced his retirement effective April 1, 2015. The news comes with happiness for Alan as he sets out to enjoy retirement, but some sadness that this concludes an important chapter in the history of Garden City. Alan Geier began his career with the City 27 years ago this month. Since then, his expertise in forestry and landscape design has transformed the public spaces in the community. Their beauty is unmatched and leaves indelible impressions in the memories of visitors. We wish Alan all the best and thank him for his service.

City Manager Allen formally announced that Andy Liebelt will succeed Alan Geier as Superintendent of Public Grounds.

Congratulations to Buffalo Dunes Superintendent Toby Witthuhn on the occasion of having achieved Class A membership status with the Golf Course Superintendents Association of America!

City Engineer Cottrell and Water Resource System Manager Jones gave an update on the progress of the emergency repairs to the swimming pool.

Commissioner Doll moved to approve and include Phase 5A in the construction process and emergency plan for the Big Pool, at an additional cost not to exceed \$75,000.00. 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	Absent

Finance Director Hitz provided the monthly financials for Governing Body review.

Meetings of note:

- ✓ February 2, 2015 – Dinner with LiveWell Team and Mark Fenton from 6:00 p.m. – 7:30 p.m. in the Endowment Room at GCCC

- ✓ February 3, 2015 – LiveWell Healthy Community Design Summit at the Clarion Inn, at 8:30 a.m.
- ✓ February 5, 2015 – 127th Chamber Banquet featuring Kansas City Royals General Manager Dayton Moore at the Garden City High School at 6:30 p.m.
- ✓ February 10 – 12, 2015 – Underground, Overhead and Metering School at Finney County Exhibition Building
- ✓ February 16, 2015 – Downtown Vision Annual Meeting & 10 year Anniversary Celebration at 6:00 p.m. at High Plains Public Radio Meeting Room
- ✓ February 18, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ February 21, 2015 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- ✓ February 21, 2015 – Shop Small Saturday and Winter Sidewalk Sale in Downtown GC
- ✓ February 23, 2015 – Governing Body Goal Setting Retreat at Fynnup Center at 8:30 a.m.
- ✓ March 18, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ March 28, 2015 - GCPD Citizens Police Academy – seven sessions held once a week from 9:00 a.m. – 12:00 p.m.
- ✓ April 11-14, 2015 – Western Kansas Congressional Delegation reception in Washington, D.C.

Appropriation Ordinance No. 2381-2015A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,448,254.26,” was read and considered section by section. Commissioner Doll moved to approve and pass Appropriation Ordinance No. 2381-2015A. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Ordinance No. 2685-2015, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “A” AGRICULTURAL DISTRICT TO “R-1” SINGLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE ZONING ORDINANCE, THE COMPREHENSIVE PLAN OF THE CITY, AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE, COMPREHENSIVE PLAN, AND DISTRICT ZONING MAP BUT ONLY TO THE EXTENT AS AMENDED IN THIS ORDINANCE; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS (3201 E. Spruce Street),” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2685-2015. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Ordinance No. 2686-2015, “AN ORDINANCE REGULATING ARTICLE 2: DEFINITIONS, THE “AO” AIRPORT OPERATIONS DISTRICT AND THE “AI” AIRPORT INDUSTRIAL DISTRICT IN THE CITY OF GARDEN CITY, KANSAS; AMENDING ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; AMENDING ZONING REGULATION SECTIONS 2.030, 32.000 AND 33.000; REPEALING IN THEIR ENTIRETY CURRENT ZONING REGULATION SECTIONS 2.030, 32.000, AND 33.000; 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. 2686-2015. 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	Absent

Ordinance No. 2687-2015, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “C-2” GENERAL COMMERCIAL DISTRICT TO “I-1” LIGHT INDUSTRIAL DISTRICT; AMENDING THE ZONING ORDINANCE, THE COMPREHENSIVE PLAN OF THE CITY, AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE, COMPREHENSIVE PLAN, AND DISTRICT ZONING MAP BUT ONLY TO THE EXTENT AS AMENDED IN THIS ORDINANCE; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS (1620 Fulton Plaza),” was read and considered section by section. Commissioner Doll moved to approve Ordinance No. 2687-2015. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Ordinance No. 2688-2015, “AN ORDINANCE REGULATING MAXIMUM SPEED LIMITS IN THE CITY OF GARDEN CITY, KANSAS; AMENDING CODE SECTION 86-14; REPEALING CURRENT CODE SECTION 86-14; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS,” was read and considered section by section. Commissioner Dale moved to approve Ordinance No. 2688-2015. 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	Absent

Resolution No. 2620-2015, “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. (2107 N. 3rd Street – White Ford Probe, 2013 N. 3rd Street – Black BMW, 318 N. 12th Street – Grey SUV, 505 Bancroft Street – Black Ford pickup, 609 Pennsylvania Avenue – Grey Ford pickup, 615 Fleming Street – Tan Ford Minivan, 820 Fitz Street – Black Mercury Cougar and 601 E. Maple Street – Blue Ford Ranger),” was read and considered section by section. Commissioner Doll moved to approve Resolution No. 2620-2015. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Resolution No. 2621-2015, “A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY, KANSAS, TO ENTER INTO A MUNICIPAL LEASE/ PURCHASE AGREEMENT (Lease No. 5000127-006) FOR POLICE DEPARTMENT EQUIPMENT WITH CLAYTON HOLDINGS, LLC. (computer aided dispatch and hardware which had been authorized in 2014),” was read and considered section by section. Commissioner Doll moved to approve Resolution No. 2621-2015. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Resolution No. 2622-2015, “A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE FOR AND ON BEHALF OF THE CITY OF GARDEN CITY, KANSAS THE FIRM ELECTRIC SERVICE ALLOCATION ASSIGNMENT AGREEMENT,” was read and considered section by section. Commissioner Dale moved to approve Resolution No. 2622-2015. 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	Absent

Commissioner Fankhauser moved to approve the semi-annual report for the CDBG Revolving Loan Fund on behalf of Great Plains Development, Inc. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Commissioner Doll moved to reappoint David Miller and appoint Pat Geier each to three-year terms that will end December 2017 on the Parks & Tree Advisory Board. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Commissioner Fankhauser moved to appoint Larry Johnson to a three-year term that will end December 2017 on the Golf Advisory Board. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Commissioner Doll moved to approve the following:

1. Governing Body consideration and approval of pasture lease agreements at Garden City Regional Airport between the City of Garden City and Roger LaSalle, Justin Hurley and Larry Funk.
2. Governing Body consideration and approval for Garden City Police Department tuition reimbursement incentive for Police Officer Standards and Training graduates who hire on as patrol officers.
3. Governing Body consideration and approval of a contract between the City of Garden City, Kansas and Dan Fankhauser, Architect for the architectural phase of the new Garden City Police Department Firearms Training Range.
4. Governing Body consideration and approval of the J & J Addition plat.
5. Governing Body consideration and acceptance of bids received January 27, 2015 for the Campus & Harding Lift Station Rehabilitation.
6. Governing Body acceptance of a utility easement for a streetlight at 1013 Lamplighter Lane from Rodney K. and Mary J. Farnsworth.
7. Governing Body consideration and acceptance of bids received January 27, 2105 for metal trash containers.
8. Governing Body consideration and acceptance of bids received on January 27, 2015 for two 2015 pickups for the Fire Department.
9. Permission for Maribel Renteria to reserve Space 1, Lot 29, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

10. Permission for Jorge Alejandro Esquivel to reserve Spaces 5 & 6, Lot 43, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

11. Permission for Alejandera Esquivel to reserve Space 8, Lot 43, Zone J of Valley View Cemetery for consideration of \$50.00 for the period of one year.

12. Licenses:

(2015 Renewal)

- a) Mid- America Millwright Service, Inc. Class A General
- b) Confederated Builders, Inc. Class A General
- c) ALT, Inc. Class A General
- d) PDQ Tower Services, Inc. Class B General
- e) White’s Roofing LLC Class B General
- f) Carroll Construction Class B General
- g) Roger Schmidt Class B General
- h) Jon Ryman Construction..... Class B General
- i) TNT Construction..... Class B General
- j) Brungardt Plumbing, LLC Class B General
- k) Bernard Adam..... Class B General
- l) Rowland Construction Class B General
- m) S&S Enterprises..... Class B General
- n) Chambless Roofing, Inc..... Class B General
- o) Martin Builders Class B General
- p) Williams General Construction and Repair Class B General
- q) Grimsley’s Painting & Remodeling..... Class B General
- r) Prairie Winds Construction, Inc..... Class B General
- s) Diamondz Construction Class B General
- t) J&J Construction Class B General
- u) Morales Construction..... Class B General
- v) Fuller Construction Class B General
- w) Lonnie Sassaman Class B General
- x) TJ’s Construction..... Class B General
- y) Whartons, Inc..... Class B General
- z) American Warrior Construction Inc. Class B General
- aa) American Warrior Construction, Inc. Class C General
- bb) Stiltner Electric Class D-E Electrical
- cc) Sperry Electric Class D-E Electrical
- dd) NAAB Electric, Inc..... Class D-E Electrical
- ee) 5 Star Electric, Inc. Class D-E Electrical
- ff) Quality Electrical Class D-E Electrical
- gg) Morales Electric Class D-E Electrical
- hh) ALTA Refrigeration, Inc. Class D-M Mechanical
- ii) A&J Sheet Metal..... Class D-M Mechanical
- jj) Energy Management System Class D-M Mechanical
- kk) Glassman Corporation Class D-M Mechanical
- ll) Blue River Plumbing Class D-P Plumbing w/ Gas
- mm) Brungardt Plumbing LLC..... Class D-P Plumbing w/ Gas
- nn) Mesa Plumbing Class D-P Plumbing w/ Gas
- oo) Glassman Corporation Class D-P Plumbing w/ Gas
- pp) Brungardt Plumbing..... Class E-BF Backflow Test
- qq) National Fire Suppression..... Class E-F Fire Sprinkler & Protection
- rr) Archie B. Moody Class E-L Landlord
- ss) Javier Olguin..... Class E-L Landlord
- tt) J&G Concrete Class E-SOC Specialized Other
- uu) Roger Schmidt Class E-SOC Specialized Other
- vv) Towns & Sons Enterprises..... Class E-SOC Specialized Other
- ww) Dirks Earthmoving Class E-SOC Specialized Other
- xx) Ed’s Handyman Class E-SOC Specialized Other
- yy) Ayala Construction..... Class E-SOC Specialized Other

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	Abstained	Absent

Commissioner Fankhauser moved to approve and accept a sidewalk easement on the east side of Terrace Place south of Long Boulevard. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Commissioner Doll moved to approve a Supplemental Agreement #1 between the City of Garden City, Kansas and Treanor Architects, PA for increased costs incurred in the bidding and construction observation phases. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Mayor 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 Doll thanked Superintendent of Public Grounds Alan Geier for his years of service and dedication to this community and commented that he will leave a long and lasting imprint in Garden City. Commissioner Doll congratulated Golf Superintendent Witthuhn on his Class-A Membership with the Golf Superintendents Association of America. Commissioner Doll commended the Healthy Community Design Summit and those involved in bringing it to the community and hopes Garden City can implement the ideas.

Commissioner Fankhauser thanked Superintendent of Public Grounds Alan Geier for his years of service and stated Garden City is noted for clean streets and great landscaping. Commissioner Fankhauser congratulated Golf Superintendent Witthuhn. Commissioner Fankhauser attended the Healthy Community Design reception and was intrigued by the reverse angle parking in downtown areas.

Commissioner Law was absent.

Mayor Cessna echoed the comments regarding Superintendent of Public Grounds Geier and Golf Superintendent Witthuhn and stated this is just another example of why it is great to work, live and raise a family in Garden City. Mayor Cessna stated he did the welcome address at the Healthy Community Design presentation and commented that Mark Fenton really opens a person's eyes on what can make Garden City an even healthier place to live. Mayor Cessna invited everyone to Horace Good Middle School at 6:00 p.m. on February 2 for a presentation by Dr. Randy Watson, incoming

Commissioner of Education for the State of Kansas on the “Future of Education – Where Do We Go From Here.”

Commissioner Dale thanked Superintendent of Public Grounds Alan Geier for his years of service and said he will be missed. Commissioner Dale congratulated Golf Superintendent Witthuhn on his Class-A Membership. Commissioner Dale voiced his appreciation for the Girl Scouts coming in and bringing cookies for everyone. Commissioner Dale thanked the Garden City Police Department and Fire Department for everything they did for Firefighter Ronnie Peek’s memorial service.

Petitions

PROCLAMATION

WHEREAS, the citizens of Garden City, Kansas, stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy; and

WHEREAS, USD 457 and Garden City Educators' Association has provided significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well-being and long-term quality of life; and

WHEREAS, "NEA's Read Across America," a national celebration of Dr. Seuss's 111th birthday on March 2, 2015, promotes reading and adult involvement in the education of our community's students;

NOW, THEREFORE, I, Roy Cessna, Mayor of the City of Garden City, Kansas do hereby declare March 2, 2015 as

Read Across America Day

And encourage all citizens of Garden City, Kansas, to assure that every child is in a safe place reading together with a caring adult on March 2, 2015 and that this body enthusiastically endorses "NEA's Read Across America" and recommits our community to engage in programs and activities to make America's children the best readers in the world.

Signed and sealed this 17th day of February, 2015.

Roy Cessna, Mayor

Attest:

Celyn N. Hurtado, City Clerk

Matt Allen, City Manager
Raelene Stoecklein, Event Coordinator
Kristi Newland, Director, Lee Richardson Zoo
City of Garden City
301 N. 8th Street
Garden City, KS 67846

January 3, 2015

Hello all,

I am writing to you on behalf of the Tumbleweed Festival board of directors to request access to Lee Richardson Zoo for the 2015 festival. This will be the 24th year for this event, and we are very grateful for the support that the City of Garden City and Lee Richardson Zoo have provided to the festival over the years. Without that support, in all forms, the festival would not be the success that it has been. The access to facilities, the help of Zoo and City staff, and the advice that have come to us make the festival a possibility.

It is time again, for us to make our annual request to the City for this year's festival. Please consider this letter our formal request for the festival as detailed below.

Requests from the City of Garden City- Lee Richardson Zoo:

*Waiver of the fees outlined in Section II of the Zoo Facility Use Guidelines and Agreement in exchange for allowing the zoo to use Tumbleweed Festival tents throughout the year when needed.

*A Noise Waiver for the weekend. Our volume will remain under the zoo's decibel limit cited in the Zoo Facility Use Guidelines and Agreement.

*Use of the West Green of the Lee Richardson Zoo on the following dates:

*Festival Dates: August 21 5:30pm-11pm, August 22 10am-11pm, and August 23 Noon-7pm 2015.

*Closure of the zoo to drive through traffic at 4PM on Friday, August 21, followed by closure of the West Green to zoo patrons at 5:30 pm and that this remains in place all day on August 22 and August 23.

*Access to the Tumbleweed trailer in the Zoo's Maintenance area and the West Green—for volunteers for setup and teardown:

*Setup Dates: August 17-20, 2015 4pm-9pm, August 21, 2015 7am – 4pm

*Teardown Dates: August 24-25, 2015. 4pm-9pm

*Access to one gator or equivalent during the times listed above (If possible).

*Banner permit to place festival banners on the zoo fences. To be put up 4 weeks before the festival, 4 banners approx. 4' x 8'.

*Access to the maintenance gate for Tumbleweed Board members during the week of the festival. (keypad code). Not to exceed the setup and teardown times listed above.

*Access to appropriate zoo keys for Board members during the event to assist with securing the grounds and access through bison road temporary gate during the event.

*Access/barrier fencing placed by zoo staff to block off the West Green for the festival weekend.

*Use of the Southwest, West, and Arches (walk in) gates for the festival. (Arches would close at 7 pm as normal for zoo hours at that time of year.)

*Use of 30 gal trash cans- whatever is available

*Access to small zoo flatbed trailer for setup and teardown

From the Garden City Recreation Commission:

*Use of 2 sets of bleachers for August 21-23, 2015. We ask that they deliver and return these.

From the City of Garden City- Various Departments:

*Public Works:

*Streets swept late Thursday prior to the event.

*Assistance with trash:

*Trash pickup on Saturday morning (early- prior to event) and either Saturday night late, or early Sunday morning (dumpsters and polycarts)

*20-25 rolling polycarts

*4 additional large dumpsters

*Traffic Control Requests- 30 traffic cones and 4 sets of saw horse style barriers

*Setup Crew Request: 10-15 people on Friday morning (10am) for approximately 3 hours

*Electrical Requests:

*Open all electrical boxes late Thursday afternoon, August 20, 2015

*2 power boxes/pedestals at the West Green restrooms and triangle area.

*1 or 2 Electricians available on Friday all day- for vendor and sound setup

*1 Electrician on call/available for the remainder of the weekend

*Security Requests/Garden City Police Department:

*Extra patrols overnight Friday and Saturday nights

*Any officers on grounds during the festival do so on foot or walking their bicycle (not drive through).

Thank you for your time, energy, and expertise. Please let me know if you need any additional information, or if the Tumbleweed board needs to have a representative at any Zoo Advisory Board or City meetings to answer questions. We truly appreciate your help in making this an event that our community can be proud to host.

Sincerely,

Russ Tidwell

Board President and Main Stage Act Coordinator

Tumbleweed Festival



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

January 12, 2015

Today's Date

Tumbleweed Festival

Name of Event (if applicable)

Friday, 8/21 - Sunday, 8/23, 2015

Date of Event

**Fri 5:30pm-11pm, Sat-10am-11pm,
 Sun-noon-7pm**

West end of LRZ

Location of Event

Start and End Time of Event

Community Event with games, crafts and performers

Purpose of the Event

**Russ Tidwell-Board President & Main
 Stage Act Coordinator**

rtidwell@cox.net

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

Please mark for all request. (Note: Amenities are not available at all locations.)

Traffic/Street Control	see attached request	GC Police Dept.	see attached request	LR Zoo	see attached request
Extra Trash Receptacles	see attached request	GCRC	see attached request	Electricity Access	see attached request
Additional Request/Remarks	setup dates: Mon 8/17-Fri 8/21, 10-15 people Fri 10am approx 3 hrs, teardown dates: Mon 8/24 & 8/25, banner permit on zoo fences 4 weeks prior to festival				

Compliance with Code of Ordinances Sections 62-21 to 62-25, pertaining to levels of noise that are permitted, is required unless a waiver is granted by the Governing Body or the City Manager for a specifically designated date and time period. A copy of the applicable code sections can be obtained from the City Clerk.

****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 or 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

January 12, 2015

Date

For office use only		Zoo	KN 2/5/15	GCRC	JW 1/12/15
Police	JH 1/12/15	Electric	RKP w/ letter 1/14/15		
Fire	AS 1/12/15	Public Works	SC 1/12/15		
Inspection	CD signs same as last year	Parks/Grounds	AL 1/12/15		
City Manager	Application Received by		Raelene Stoecklein 1/12/2015		



**PUBLIC UTILITIES
DEPARTMENT**

MIKE MUIRHEAD
Public Utilities
Director
301 N 8th 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 11th St
620.276.1292

ED BORGMAN
Waste Water
Superintendent
345 S Jennie Barker Rd
620.276.1281

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

January 13, 2015

Russ Tidwell
Tumbleweed Festival
PO Box 296
Garden City, KS 67846

Dear Mr. Tidwell,

We have received your request for electrical assistance for the Tumbleweed festival the weekend of August 21, 2015 and would like to inform you changes have occurred that will impact your event. The electrical boxes will be set up, unlocked, and available for use by the end of business on Thursday, August 20, 2015. However, we will not provide you with electrical staff (electricians) as request for Friday during vendor and sound set up or for the remainder of the weekend. In addition, we are no longer able to provide extension cords; therefore, you and your vendors will be required to provide your own equipment.

Once our equipment is set up the Electric Department staff will leave and return to their normal duties. Should you have electrical issues you will need to contact the Law Enforcement Center at 276-1300 and they can dispatch our on call personnel.

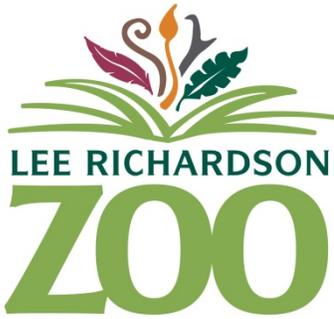
If you have any questions feel free to contact me at your convenience at 276-1290.

Sincerely,

Kent Pottorf
Electrical Engineering/SCADA Manager

KP:js

cc: Cliff Sonnenberg, Electric Superintendent
Mike Muirhead, Public Utilities Director
Kristi Newland, Zoo Director



Inspiring conservation of
wildlife and wild places.

KRISTI NEWLAND
Director
Kristi.Newland@gardencityks.us

JORDAN PIHA
General Curator
Jordan.Piha@gardencityks.us

NEIL ELMS
Facilities Manager
Neil.Elms@gardencityks.us

312 Finnup Drive
Garden City, KS 67846

Phone (620) 276-1250
Fax (620)-276-1259
Zoo.Department@gardencityks.us
www.leerichardsonzoo.org

*Lee Richardson Zoo is accredited
by the Association of Zoos and
Aquariums and is dedicated to
recreation, conservation,
education, and scientific studies.*

ACCREDITED BY THE
**ASSOCIATION
OF ZOOS &
AQUARIUMS**

Memo

11 February 2015

To: City Commission
Matt Allen, City Manager

From: Kristi Newland, Zoo Director

Issue:

Request from the board of the Tumbleweed Festival to use the area of the zoo known as the West Green to hold festivities Aug 21-23, 2015. The request includes waiving the Facility Usage fee, closing the zoo to zoo guest vehicular traffic starting at 4 p.m. and the West Green to zoo pedestrian guests at 5:30 p.m. on Friday Aug 21, and continuing both closures throughout the event. The Tumbleweed Festival board offers tent usage to the zoo and Friends of Lee Richardson Zoo (FOLRZ) for no charge during the year in exchange for using the West Green for the event at no charge.

Background:

This will be the 24th year for the Tumbleweed Festival. The festival has been located on zoo grounds since its inception. Fees for zoo usage have been waived in the past based on the agreement that the zoo and FOLRZ could use festival tents for events throughout the year free of charge. The festival board added Friday evening components to their weekend event schedule two years ago.

Alternatives:

1. Approve request as submitted
2. Modify request by changing hours the zoo is closed to traffic/West Green is closed to zoo pedestrians, and/or charging a usage fee
3. Deny request

Recommendation:

The Zoo Advisory Board and the Zoo Director recommend alternative 1 be adopted.

Fiscal Note:

Closing to guest vehicles reduces some of the income generated by the zoo and the FOLRZ. On other weekends (Sat/Sun) last August the zoo had 25-84 paying guests drive through the zoo (\$10 each). Due to over half of the zoo roads being closed during the event FOLRZ does not rent out the Safari Cycles which are very popular. Having the event on the west side of the zoo and often accessed by gates other than the pedestrian gate which is by the Safari Shoppe, as well as the presence of food vendors in the festival area reduces customer visitation to the Safari Shoppe for that weekend. On an average August weekend last year (not the festival weekend) the Safari Shoppe and Safari Cycles made \$3169 (\$2000 in sales in the shop and \$1169 from cycles).

Based on discussions between Zoo management, FOLRZ, and Tumbleweed Festival board representatives, FOLRZ has operated the Lee Richardson Zoo Railroad on a shortened route for a reduced ticket price for the last two years as well as operating the Dippin' Dots cart last year in the West Green area during the festival. This has reduced the impact of closing the zoo road and closing the West Green to zoo patrons.

Wear and tear on the West Green is increased during the period of event set up and the event itself: additional vehicle traffic, foot traffic, restrictions on watering, and numerous tent stakes pounded into the ground. Expenses required to repair the grounds vary year to year based on severity of impact.

For security purposes Zoo staff will be on grounds at all times during the event as well as set up or tear down. This generally requires some level of overtime due to covering regular staff duties and the extended hours of set up for the event and the event itself.

Per the approved Zoo Facility Use Guidelines and Agreement, the fee may be waived in lieu of a comparable donation of in-kind services or materials to the zoo or FOLRZ during the course of the year in which the event will occur. The usage fee for the time frame under discussion would be \$4,500 (\$1,500 each for Friday and Saturday evening, \$1000 each for Saturday and Sunday during the day).

Report of the City Manager



Memo

To: Mayor and City Commissioners

Thru: Matt Allen, City Manger

From: Fred Jones, Water Resource Manager and Steve Cottrell, City Engineer

Date: January 30, 2015

Re: Progress on Emergency Repairs to the Big Pool

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

An update on the progress of the emergency repairs to the swimming pool, authorized on January 20th and February 3rd is provided.

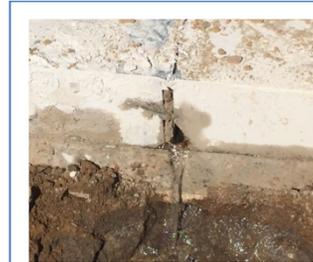
BACKGROUND

The City Commission authorized city staff to make emergency repairs to the Big Pool, at a cost not to exceed \$100,000. Staff negotiated a contract with Dick Construction in the amount of \$72,134.00, and the work has started. On February 3rd the Commission authorized an additional \$75,000 for the west wall of the racing pool. Plans are being finalized for construction of the new west wall and negotiation of the Change Order cost.

Since construction commenced on January 22nd the old 6" piping in the floor of the pool has been removed. The new 8" pipe has been placed in the trench and the contractor is waiting to receive the tapping saddles and fittings to install the taps in the bottom of the pool. We will be using 2" feeders at 12' spacing in the deep end and 2" feeders at 6' spacing in the shallow end. The old feeders were 1-1/4" at about 18' spacing.



New 8" Pipe in the trench.



Water finding its way from the plunge pool through the concrete.

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GARDEN CITY, KS
67846-0998
620.276.1160
FAX 620.276.1169
www.garden-city.org



On February 7th the Polar Plunge fundraiser was held at the big pool. The filling of the plunge pool exposed some leakage that we can investigate and repair when we address other joints within the facility. Crack repairs will be funded within the amount authorized by the initial commission action on February 3rd.

CITY COMMISSION

ROY CESSNA,

Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

ALTERNATIVES

There is no action required at this time.

RECOMMENDATION

There is no Governing Body action required at this time. The project is on schedule to be completed by May 1st.

FISCAL NOTE

Sufficient funds are available to cover another previously authorized \$175,000 in the Capital Improvements Fund.

MATTHEW C. ALLEN
City Manager

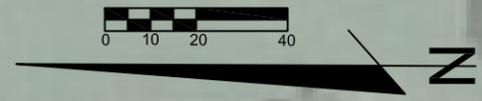
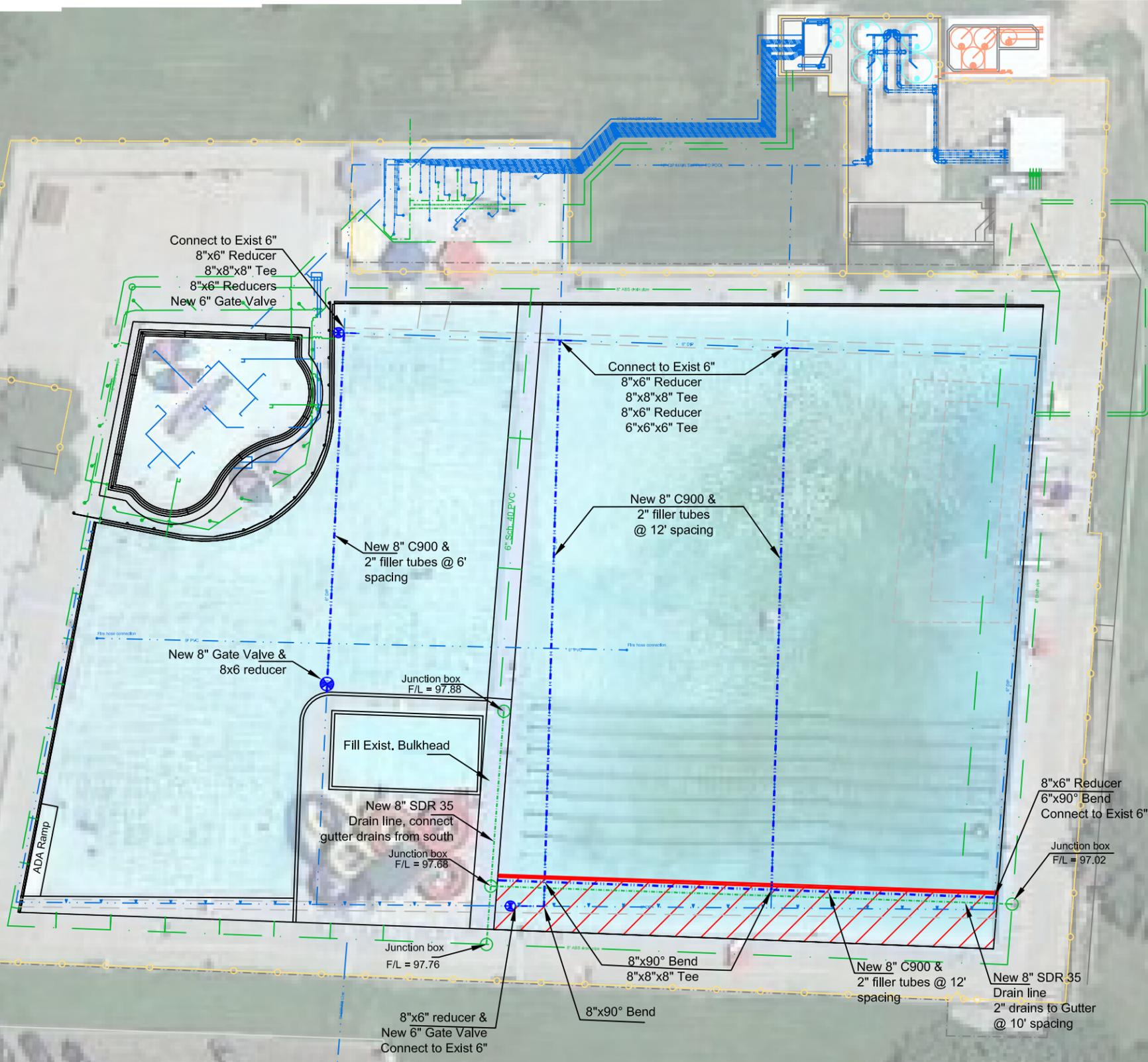
MELINDA A. HITZ, CPA
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RANDALL D. GRISELL
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LEGEND

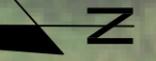
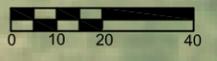
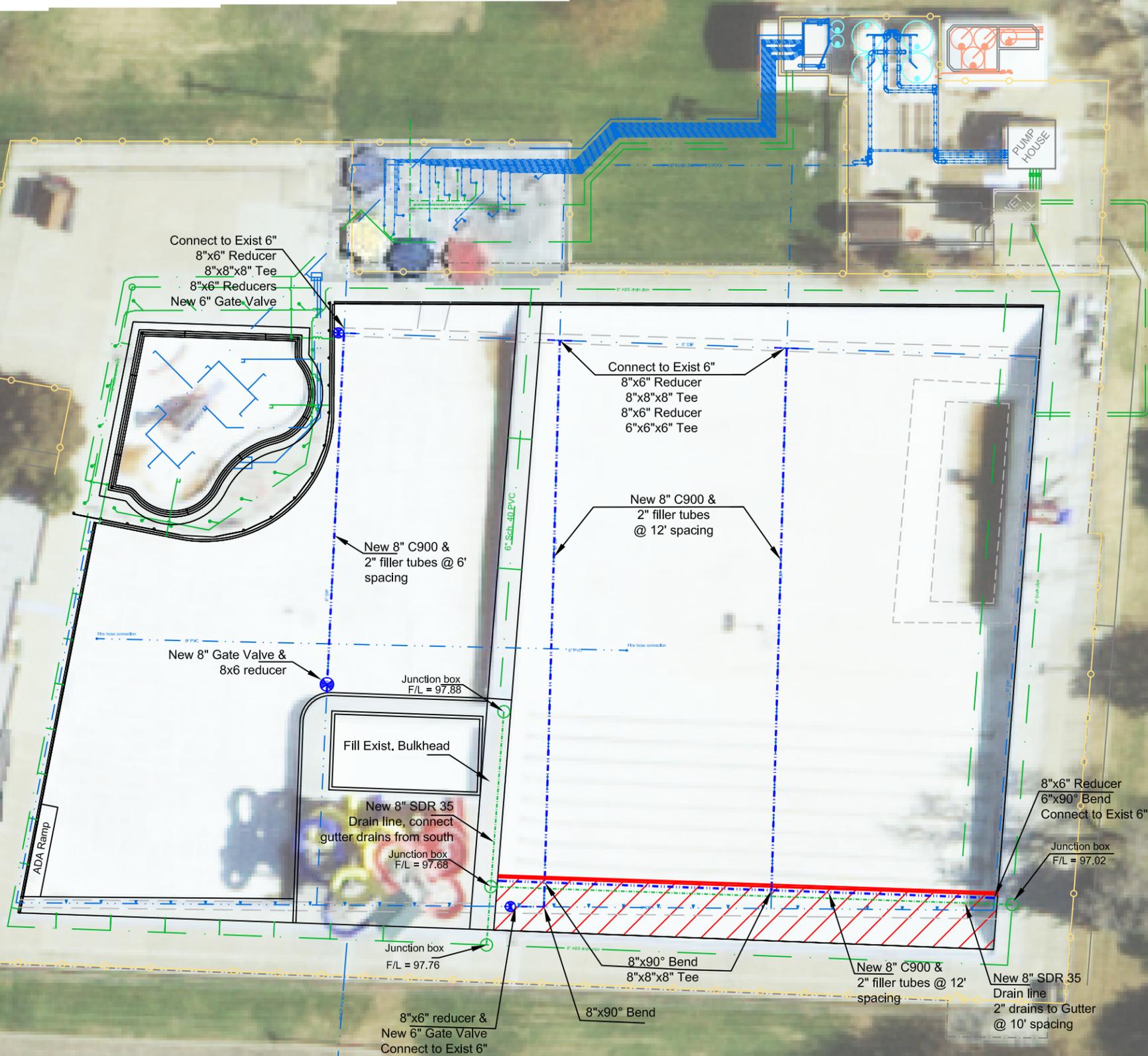
-  EXISTING POOL EDGE @ BOTTOM
-  EXISTING DECK EDGE
-  EXISTING RECIRC/SUPPLY LINE
-  NEW RECIRC/SUPPLY LINE
-  EXISTING DRAIN LINE
-  NEW DRAIN LINE
-  NEW WALL
-  NEW DECK
-  EXISTING FENCE



City of Garden City, Kansas	
Engineering Department	
Municipal Swimming Pool 2015 Pipe Replacement	
City Engineer: Steven F. Cottrell	Dr. By: R.R.M. / sfc
Date: Jan./Feb, 2015	Dr. No.: sfc
Scale: Shown	Dr. No.: 1 of 2

LEGEND

-  EXISTING POOL EDGE @ BOTTOM
-  EXISTING DECK EDGE
-  EXISTING RECIRC/SUPPLY LINE
-  NEW RECIRC/SUPPLY LINE
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-  NEW WALL
-  NEW DECK
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City of Garden City, Kansas		Engineering Department	
Municipal Swimming Pool 2015 Pipe Replacement			
City Engineer:	Steven F. Cottrell	Revisions:	
Date:	Jan/Feb, 2015	Dr. By:	R.R.M. / sfc
Scale:	Shown	Dr. No.:	sfc
			1 of 2



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

INSPECTIONS
620-276-1120

inspection@gardencityks.us

CODE COMPLIANCE
620-276-1120
code@gardencityks.us

**PLANNING AND
ZONING**
620-276-1170
planning@gardencityks.us

CITY ADMINISTRATIVE
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301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
PH 620.276.1170
FAX 620.276.1173
www.garden-city.org

Memo

To: City Commission

From: Kaleb Kentner

Cc: File

Date: 2/9/2015

Re: 2014 Planning and Community Development Annual Report

The Planning and Community Development Department has completed its annual report containing the following information regarding Garden City, Finney County and Holcomb:

1. Demographics
2. Code Compliance and Zoning Cases
3. Community Service Programs
4. Building Reports
5. Building Potential

Any questions regarding the report can be directed to the Community Development Department, 620-276-1170.



GARDEN CITY

— KANSAS —

*City of
Holcomb*

Finney *170*
County *NS*

**PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT**

2014 ANNUAL REPORT

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

ANNUAL REPORT

Prepared January 2015

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

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

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

BUDGET

Budget year	Budget	Revenue
2013	\$634,050	\$429,912.98
2014	\$777,115	\$314,856.36
2015	\$812,000	

DEPARTMENT MAJOR PROJECTS & GOALS

Finney County Subdivision & Zoning Regulations –2015-2017
FEMA Map Modernization Project- Ongoing- Unknown
Schulman Crossing Development Project- Ongoing
RHID Program- Ongoing
Implementation of new software program- 2015-2017
Update Garden City Subdivision Regulations -2015-2017
Update Landmark Ordinance- 2015
Update Garden City Landscaping Ordinance- 2015-2016

POPULATION, DEMOGRAPHICS & GENERAL COMMUNITY FACTORS

	 Garden City	 City of Holcomb	 Finney County
POPULATION			
January 2015 Estimated	30,761	2,259	41,069
2010 Census	26,658	2,094	36,776
2000 Census	28,451	2,025	40,523
1990 Census	24,097	1,400	33,070
AVERAGE HOUSEHOLD SIZE			
2010 Census	2.88	3.2	2.93
2000 Census	2.99	3.42	3.09
VACANT HOUSING			
2010 Census	6.10%	3.80%	6.90%
2000 Census	5.70%	2.60%	5.90%

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

CODE COMPLIANCE

YEAR	Code Complaints Investigated (Total of all Complaints)	 Garden City	 Holcomb	 Finney County
2014	861	813	0	48
2013	897	854	4	39
2012	892	758	3	131
2011	1554	1153	3	398
2010	1453			
2009	1137			
2008	1040			
2007	1170			
2006	964			
2005	915			
2004	619			
2003	656			
2002	606			
2001	528			
2000	602			

PLANNING & ZONING

YEAR	Total # of Cases Reviewed
2014	199
2013	175
2012	151
2011	175
2010	147
2009	188
2008	200
2007	224
2006	216
2005	185
2004	132
2003	140
2002	114
2001	166
2000	131

SITE PLANS:

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

YEAR	SITE PLAN REVIEW		
	Garden City	Holcomb	Finney County
2014	36	5	35
2013	16	1	3
2012	18	0	12
2011	19	0	28
2010	13	0	13
2009	22	0	4
2008	20	3	21
2007	20	0	21
2006	15	0	9
2005	21	0	16
2004	16	0	8
2003	29	0	10
2002	21	0	6
2001	42	2	20
2000	55	1	27

ZONING CASES:

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

YEAR	ZONING RELATED CASES		
	Garden City	Holcomb	Finney County
2014	26	2	14
2013	34	2	20
2012	37	1	18
2011	30	1	23
2010	34	2	25
2009	41	2	35
2008	34	2	27
2007	32	0	42
2006	26	6	30
2005	19	2	40
2004	23	1	21
2003	24	1	10
2002	34	1	13
2001	37	1	4
2000	6	2	10

SUBDIVISIONS:

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

YEAR	SUBDIVISIONS		
	Garden City	Holcomb	Finney County
2014	14	1	15
2013	15	2	23
2012	13	1	15
2011	9	1	22
2010	16	0	15
2009	14	2	13
2008	6	0	15
2007	7	0	18
2006	8	1	17
2005	21	0	16
2004	16	0	8
2003	29	0	10
2002	21	0	6
2001	28	6	18
2000	12	0	15

BOARD OF ZONING APPEALS CASES:

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

YEAR	BOARD OF ZONING APPEALS		
	Garden City	Holcomb	Finney County
2014	19	0	14
2013	13	3	9
2012	17	2	7
2011	15	2	12
2010	9	1	15
2009	18	6	24
2008	26	2	11
2007	22	0	15
2006	24	1	22
2005	9	0	13
2004	6	0	8
2003	7	0	12
2002	6	0	6
2001	1	0	7
2000	2	0	2

GARDEN CITY HISTORIC LANDMARK REVIEW CASES:

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

YEAR	HISTORIC LANDMARK CASES
2014	7
2013	6
2012	10
2011	13
2010	4
2009	7
2008	33
2007	47
2006	57
2005	28
2004	25
2003	8

GARDEN CITY COMMUNITY SERVICES

NEIGHBORHOOD REVITALIZATION TAX REBATE PROGRAM:

Neighborhood Revitalization Program Activity				
Year	TOTAL # OF APPLICANTS	TOTAL # OF APPLICANTS APPROVED	TOTAL REBATES	COMPLETED ACCOUNTS (TOTAL REBATES PAID OUT IN FINAL YEAR)
2014	6	6	As of January 8, 2015 \$32,249.80	
2013	6	6	\$81,797.37	10 \$19,836.16
2012	4	4	\$114,344.59	13 \$21,555.80
2011	7	7	\$108,679.10	8 \$8,350.00
2010	16	15	\$104,318.17	
2009	6	6	\$79,459.91	
2008	4	4	\$59,435.78	
2007	3	3	\$57,780.34	
2006	6	6	\$53,135.18	
2005	19	17	\$38,933.33	
2004	14	14	\$34,542.75	
2003	15	15	\$15,824.79	
2002	6	6	0	

HOME INSULATION REVOLVING LOAN FUND:

2000-2014 Home Insulation Loan Activity		
Year of Loan	Annual Loan Amount	Number of Applicants
2014	\$3,652.87	3
2013	\$2,486.70	2
2012	\$4,700.11	4
2011	\$6,128.49	5
2010	\$9,467.01	8
2009	\$7,952.66	5
2008	\$7,422.26	5
2007	\$11,235.62	10
2006	\$3,791.28	4
2005	\$2,990.80	5
2004	\$3,054.27	5
2003	\$4,262.64	8
2002	\$2,037.91	3
2001	\$2,470.37	6
2000	\$3,119.27	5
Totals	\$68,632.69	73

BUILDING INSPECTION – ANNUAL BUILDING PERMIT REPORT

City of Garden City: Average single family permits for the last five years: 13
City of Holcomb: Average single family permits for the last five years: 3.6
Finney County: Average single family permits for the last five years: 14.8

City of Garden City – Building Report

 2014 Permits	Single Family Residential Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (Two or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Miscellaneous Permits (Utility, Religious, Public or Non-Profit Projects)	TOTAL	TOTAL
									Fee, Permits & Valuation	Number of Inspections
									183,624.27	2459
									1,501	
									33,552,056	
2013 Permits	29	6	26-83	879	12	1	346	46	424,750.87	1502
									1,267	
									86,439,093	
2012 Permits	9	8	3-7	788	10	2	349	11	126,506.08	1639
									1184	
									23,093,820	
2011 PERMITS	10	1	3-35	959	9	4	239	63	83,850.18	1830
									1,290	
									15,452,605	
2010 PERMITS	7	2	2	1115	5	0	298	63	546,423.43	2681
									1492	
									109,694,323	
2009 PERMITS	10	3	4	1569	5	0	266	109	169,778.72	1645
									1966	
									26,275,407	
2008 PERMITS	10	0	1	3886	10	2	118	63	273,742.13	7190
									4090	
									40,195,309	
2007 PERMITS	8	3	0	878	2	1	60	36	64,280.33	3478
									988	
									14,678,103	
2006 PERMITS	12	1	0	693	0	1	57	45	43,984.36	2341
									809	
									10,244,427	
2005 PERMITS	13	1	0	492	3	0	56	29	20,748.42	2123
									594	
									11,264,031	
2004 PERMITS	31	4	0	483	6	2	79	16	25,464.49	2673
									621	
									14,000,284	
2003 PERMITS	32	6	0	459	15	1	70	8	33,176.20	3164
									591	
									19,302,844	
2002 PERMITS	55	2	4	509	13	0	85	8	38,117.05	3422
									676	
									38,588,069	
2001 PERMITS	43	14	6	717	6	2	115	10	27,056.10	3589
									913	
									17,265,967	
2000 PERMITS	30	67	20	1301	20	1	92	6	38,338.90	5055
									1,537	
									20,753,240	

City of Holcomb –Building Report

	Single Family Residential Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (Two or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Miscellaneous Permits (Utility, Religious, Public or Non-Profit Projects)	TOTAL Fee, Permits & Valuation	TOTAL Number of Inspections
	2014 Permits	1	0	0	68	1	0	4	2	9,008.5 76 1,258,193
2013 Permits	4	0	0	49	0	0	4	0	10,607.07 59 2,193,934	169
2012 PERMITS	4	0	0	68	0	0	21	0	9845.90 93 1,343,686	174
2011 PERMITS	2	0	0	43	0	0	4	1	4,392.50 50 616,779	96
2010 PERMITS	7	0	0	70	0	0	3	3	9665.40 83 1,458,376	233
2009 PERMITS	7	0	0	125	0	1	6	5	15,975.13 144 2,411,968	215
2008 PERMITS	5	0	0	236	0	1	8	10	18,668 260 2,047,344	388
2007 PERMITS	4	0	0	277	0	0	1	4	18,640.49 286 2,665,112	252
2006 PERMITS	6	0	0	58	0	0	0	1	5,591.30 65 1,737,063	268
2005 PERMITS	6	1	0	59	0	0	0	0	3,006.48 66 1,034,008	224
2004 PERMITS	9	0	0	63	0	0	0	3	4,056.74 75 1,437,890	273
2003 PERMITS	10	0	0	57	0	0	1	2	3,465.35 70 1,140,737	381
2002 PERMITS	9	0	0	51	0	0	2	1	3,126.40 63 1,443,485	337
2001 PERMITS	11	3	0	68	0	0	0	4	6,106.28 86 6,521,470	573
2000 PERMITS	10	3	0	45	0	0	0	1	526.90 59 4,749,615	336

Finney County –Building Report

	Single Family Residential Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (Two or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Miscellaneous Permits (Utility, Religious, Public or Non-Profit Projects)	TOTAL Fee, Permits & Valuation	TOTAL Number of Inspections
	2014 Permits	15	22	0	243	6	2	74	2	73,539.67 364 11,734,307
2013 Permits	18	8	0	141	8	5	34	6	39,973.85 218 65,749,345	427
2012 Permits	12	1	0	159	9	2	74	2	44,259.82 259 9,291,511	565
2011 PERMITS	11	3	0	215	7	3	86	12	52,764.22 336 10,769,887	637
2010 PERMITS	18	0	0	216	5	2	71	7	46,326.52 319 8,765,679	810
2009 PERMITS	23	7	0	285	1	0	80	8	47,873.31 404 7,587,121	655
2008 PERMITS	14	2	0	430	10	11	50	10	62,640.71 527 12,353,215	949
2007 PERMITS	15	7	0	180	2	12	38	3	45,343.41 257 10,059,952	937
2006 PERMITS	15	5	0	84	0	3	17	3	82,504.28 127 64,826,334	693
2005 PERMITS	11	11	0	71	7	2	14	11	11,325.55 127 4,394,195	645
2004 PERMITS	15	17	0	93	1	6	11	1	12,792.55 144 4,724,850	979
2003 PERMITS	18	24	0	96	4	6	17	1	16,871.88 166 6,371,938	1004
2002 PERMITS	20	18	0	99	2	3	21	2	14,777.08 165 6,531,734	1191
2001 PERMITS	14	11	2	111	6	3	23	1	16,859.55 171 8,440,970	851
2000 PERMITS	12	61	0	191	10	6	18	4	18,693.90 302 12,219,573	1661

Short Term and Long Term Building Potential

(Final Platted or Preliminary Platted Lots)

City of Garden City - Subdivisions	NUMBER OF LOTS AVAILABLE (Short term)	NUMBER OF LOTS AVAILABLE (Long Term)
Campus Gardens South Addition	4	
Cedar Ridge Estates Addition	2	
Fox Hill Addition	8	
Heritage Place Addition No. 1	18	
*Heritage Place Second Addition		38
*Miriah Heights Two		20
Ninth and Frederick	2	
Northeast Territory Addition No. 1	3	
Northeast Territory Addition No. 3	1	
Pheasant Valley Second Addition		26
Pheasant Valley Third Addition		27
Pheasant Valley "Villas Addition" Blk1	6	
Spor Addition	1	
Stone Addition Replat Tract A	1	
Wilson Addition No. 2	11	
Wilson Addition No. 5	8	
Amy Street Townhomes	7	
Cedar Ridge Estates	1	
East Cambridge Square Phase II	16	58
Orosco Addition, Phase 1	3	12
College Addition	1	
Samy Addition	6	
Hilton Plaza Addition	7	
Dixie Baker Addition	3	
Prairie View Acres Phase 1	21	
Clarion Park Estates	52	
Giardino Addition	2	
Total # of available lots as of Dec. 2014	184	181

Finney County - Subdivisions	NUMBER OF LOTS AVAILABLE (Short term)	NUMBER OF LOTS AVAILABLE (Long Term)
Rolling Hills Estates	8	
Rivers West Estates	21	
Windmill Estates	5	
Sagebrush Estates	22	21
Towns Riverview	19	
Towns Riverview South	12	
Two Lions Subdivision	5	
Riverside Subdivision	10	
Southwind	70	43
Hiview Acres	6	
Joss Tracts	5	
Monarch Estates	3	
Dreiling	1	
Bison Subdivision	6	
Dakota Additon	2	
Becker Subdivision	3	
Henkle Addition	4	
Highlands Addition	14	14
North Shore Estates	25	
Prairie Grass Addition	18	
Freedom Acres	21	
Southeast Suburban Estates	3	
Equine Ranches	5	
Harms Addition	5	
Terrace Estates	3	
T-Bone Stakes	4	
Golf Acres	5	
Henry Burt Addition 2	4	
Henry Burt Addition 3	2	
Henry Burt Addition 4	3	
Dakota 2 nd Addition	1	67
Karen Marie Murrell Addition	1	
Hillside Ranch Addition	2	
KMA Addition	1	
Sandhill Addition	1	
First Christian Giron	2	
Total # of available lots as of Dec. 2014	323	145

City of Holcomb - Subdivisions	NUMBER OF LOTS AVAILABLE (Short term)	NUMBER OF LOTS AVAILABLE (Long Term)
Joe's Replat	1	
Oldweiler Addition No. 1	4	
Cambridge Square Addition No. 2	14	
Cambridge Square Addition No. 3	4	
Barber Addition	3	
Beasely Subdivision	1	
Farr Addition	2	
Freeman Addition	10	
Sunnyside Addition	3	
Sassaman Addition	1	
Total # of available lots as of Dec. 2014	43	

January 29, 2015

*Ma to
FYI.*

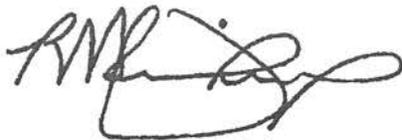
City of Garden City
Attn: Mike Muirhead
Public Works Director
PO Box 998
Garden City, KS 67846

Dear Mike Muirhead,

Under the administration of Utility Service Partners, Inc., the National League of Cities Service Line Warranty Program had another successful year. There was a great response to our services from your residents. Please find the enclosed annual royalty check payment for your calculated remuneration for the year of 2014. If you would like to view a detailed account of your remuneration, please contact Blake Stogner, Program Manager, at bstogner@utilitysp.net.

As always, we appreciate your business and look forward to serving your residents in 2015!

Sincerely,



Brad Carmichael,

Vice President, Business Development

Royalty Report

Partner Name	End Month / Year	Royalty Type	Payments Received	Product Royalty Amount	Royalty Amt	Refund Amt	Net Royalty Amt
Garden City, KS	January / 2014	Percentage	\$2,531.89	10.00%	\$250.72	\$0.00	\$250.72
Garden City, KS	February / 2014	Percentage	\$2,229.86	10.00%	\$218.52	\$0.00	\$218.52
Garden City, KS	March / 2014	Percentage	\$1,486.83	10.00%	\$147.25	\$0.00	\$147.25
Garden City, KS	April / 2014	Percentage	\$1,823.97	10.00%	\$181.31	(\$0.14)	\$181.17
Garden City, KS	May / 2014	Percentage	\$10,284.60	10.00%	\$1,027.17	(\$2.35)	\$1,024.82
Garden City, KS	June / 2014	Percentage	\$7,161.63	10.00%	\$714.93	\$0.00	\$714.93
Garden City, KS	July / 2014	Percentage	\$4,734.32	10.00%	\$472.26	(\$20.62)	\$451.65
Garden City, KS	August / 2014	Percentage	\$2,158.39	10.00%	\$214.94	\$0.00	\$214.94
Garden City, KS	September / 2014	Percentage	\$4,829.83	10.00%	\$481.87	(\$5.20)	\$476.67
Garden City, KS	October / 2014	Percentage	\$6,825.72	10.00%	\$682.17	(\$4.57)	\$677.59
Garden City, KS	November / 2014	Percentage	\$3,877.11	10.00%	\$386.61	\$0.00	\$386.61
Garden City, KS	December / 2014	Percentage	\$2,769.69	10.00%	\$276.51	\$0.00	\$276.51
Total			\$50,713.84		\$5,054.27	(\$32.87)	\$5,021.39

Column Name	Description
Partner Name	Service Line Warranties of America partner city and state
End Month / Year	Month and Year; Period of activity
Royalty Type	Type of royalty paid to partner
Payments Received	Total payments received for the period
Product Royalty Amount	Agreed upon percentage to be paid based on customer payments received
Royalty Amt	Calculated based on payments received * "Product Royalty Amount"
Refund Amt	Net dollar value of refunds paid to cancelled customers during the period
Net Royalty Amt	Total royalty to be paid; "Royalty Amount" minus "Refund Amount"

UTILITY SERVICE PARTNERS

19445

Vendor ID	Name	Payment Number	Check Date	Document Number	
CIT098	City of Garden City	00000000000020779	1/27/2015	19445	
Our Voucher Number	Date	Amount	Amount Paid	Discount	Net Amount Paid
'14 ROYALTY PAYMEN	1/26/2015	\$5,021.39	\$5,021.39	\$0.00	\$5,021.39

\$5,021.39 \$5,021.39 \$0.00 \$5,021.39

UTILITY SERVICE PARTNERS
PRIVATE LABEL, INC.
 11 GRANDVIEW CIRCLE, SUITE 100
 CANONSBURG, PA 15317
 (724) 229-4510

BB&T
BRANCH BANKING AND TRUST COMPANY
 WEST VIRGINIA
 69-339-515

19445

DATE
 1/27/2015

AMOUNT
 \$5,021.39

Security features. Details on back.

PAY Five Thousand Twenty One Dollars and 39 Cents

TO THE
 ORDER
 OF
 City of Garden City
 Attn: Mike Muirhead
 P.O Box 998
 Garden City KS 67846

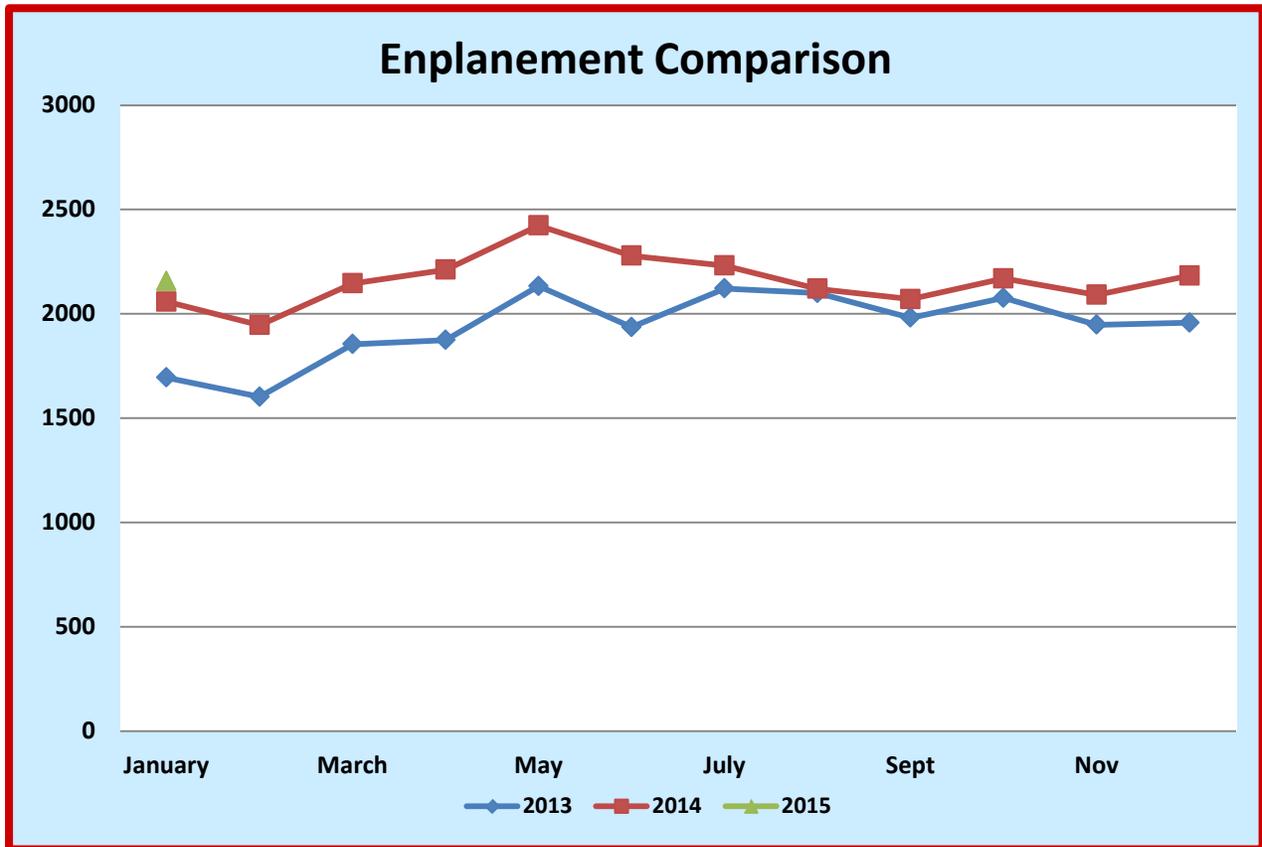
J. Au Cottled

 AUTHORIZED SIGNATURE

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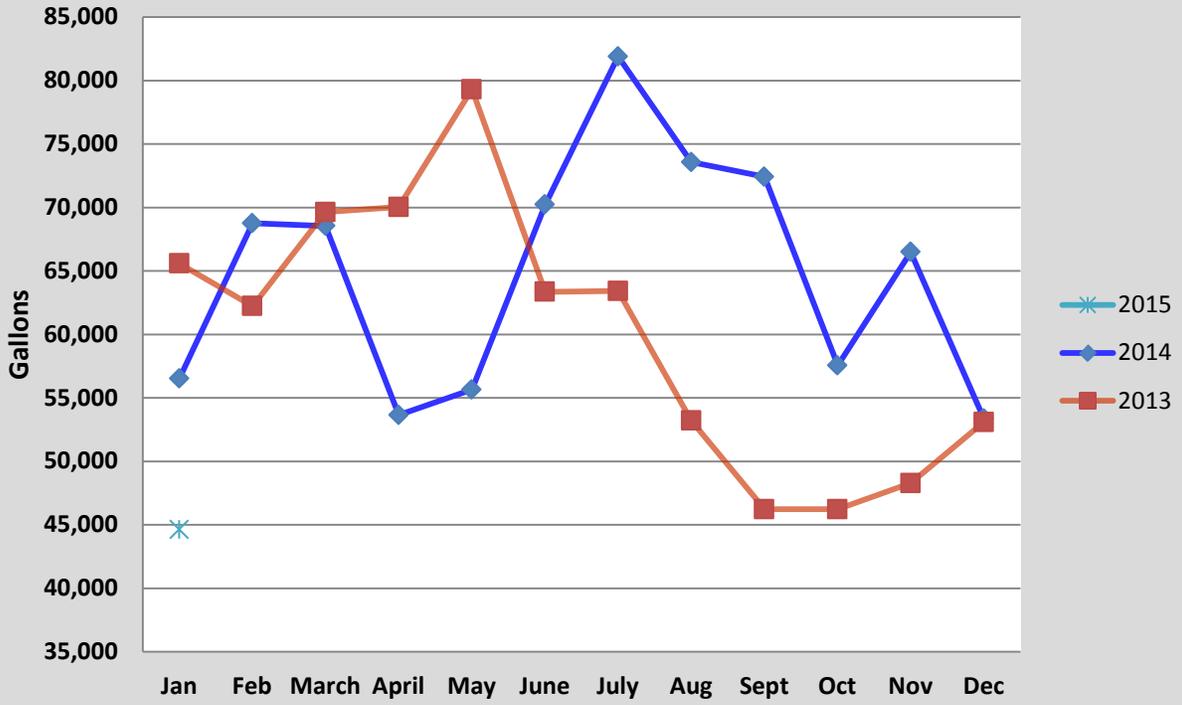
Staff Reports

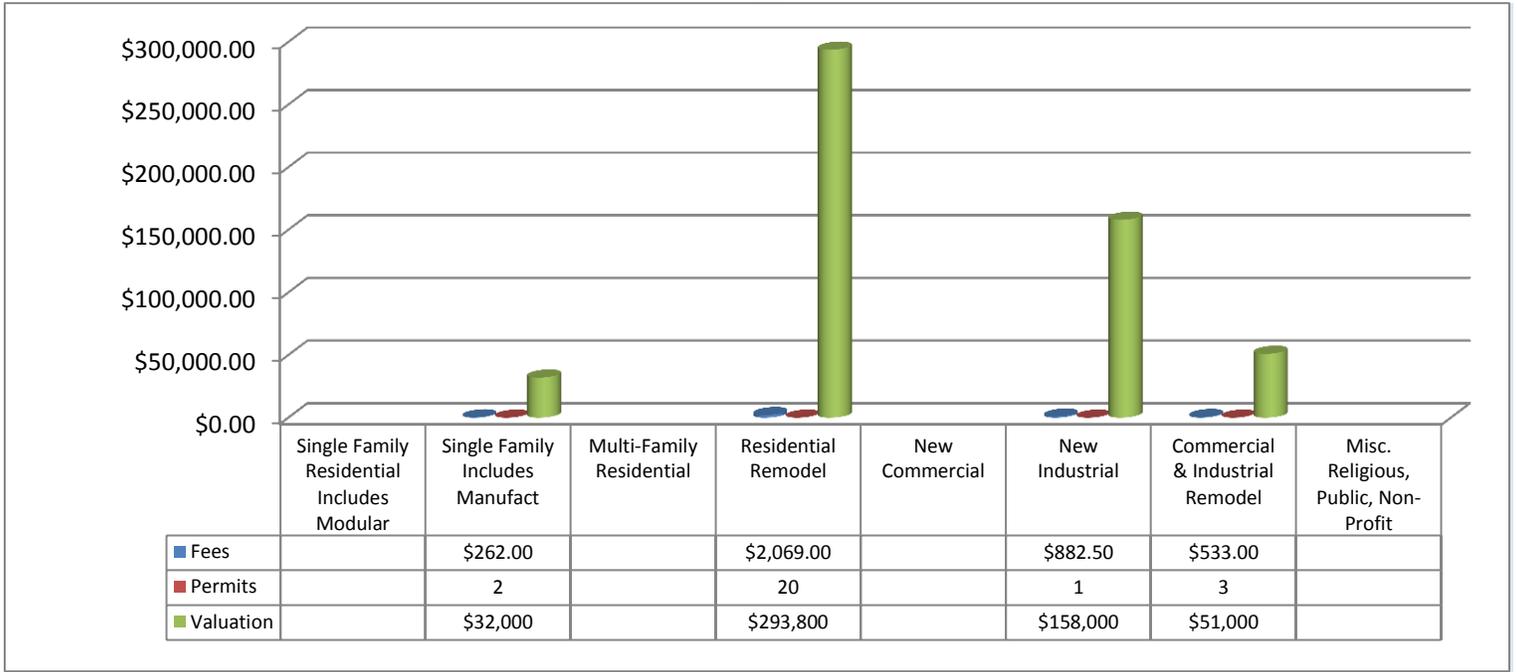
**GARDEN CITY REGIONAL AIRPORT
MONTHLY REPORTS**



Total Enplanements			
2015	American Eagle	Charters	Total
Jan	2157	51	2208
Feb			0
March			0
April			0
May			0
June			0
July			0
Aug			0
Sept			0
Oct			0
Nov			0
Dec			0
TOTAL	2157	51	2208

Fuel Sale Comparison





Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Finney County	BUILDING PERMIT	275 North FARMLAND	118.00	8,000	Building	Commercial/Industrial Remodel	INSTALL 6FT CHAIN LINK FENCE
Finney County	BUILDING PERMIT	4565 East HWY 50	285.00	35,000	Building	Commercial/Industrial Remodel	BUILD OFFICE IN EXISTING BUILDING-TERRACON
Finney County	ELECTRICAL	2810 East HWY 50, STE B	130.00	8,000	Electrical	Commercial/Industrial Remodel	112X60 STORAGE BUILDING-DOES NOT INCLUDE SUBS
Finney County	BUILDING PERMIT	2218 West MARY	882.50	158,000	Building	New Industrial	60X60 WAREHOUSE BUILDING
Finney County	BUILDING PERMIT	640 DONNA	56.00	6,000	Building	Residential Remodel	FINISH BASEMENT
Finney County	BUILDING PERMIT	111 CAMBRIDGE	170.00	10,000	Building	Residential Remodel	REMODEL & REPAIR FOUNDATION FOR WALL IN EXERCISE ROOM
Finney County	BUILDING PERMIT	7200 South HWY 83	42.00	2,000	Building	Residential Remodel	INSTALL WINDOW
Finney County	BUILDING PERMIT	108 DIAMOND HILL	1,107.00	250,000	Building	Residential Remodel	HOUSE ADDITION
Finney County	DEMO PERMIT	9610 East FIFTH PORT Drive	-	0	Demo	Residential Remodel	REMOVAL OF 2 MODULAR UNITS
Finney County	ELECTRICAL	2601 West MARY #108	42.00	420	Electrical	Residential Remodel	INSTALL 16X80 1995 CHAMPION MOBILE HOME
Finney County	ELECTRICAL	2601 West MARY #125	42.00	420	Electrical	Residential Remodel	INSTALL 16X80 1998 CHAMPION MOBILE HOME
Finney County	ELECTRICAL	2601 West MARY	69.00	5,500	Electrical	Residential Remodel	ELECTRICAL SERVICE FOR LIGHT POLES AROUND TRAILER PARK
Finney County	GAS	1303 BOOTS #21	42.00	300	Gas Permit	Residential Remodel	GAS PRESSURE TEST

Finney County	GAS	1830 North JENNIE BARKER	29.00	600	Gas Permit	Residential Remodel	INSTALL GAS LINE TO HOUSE
Finney County	GAS	111 NOTTINGHAM	42.00	1,000	Gas Permit	Residential Remodel	INSTALL A GAS LINE FROM THE GAS METER ON THE WEST SIDE OF THE HOUSE TO THE SHED NORTH OF IT FOR A HEATER
Finney County	GAS	2601 West MARY #125	29.00	200	Gas Permit	Residential Remodel	INSTALL 16X80 1998 CHAMPION MOBILE HOME
Finney County	GAS	2601 West MARY #108	42.00	200	Gas Permit	Residential Remodel	INSTALL 16X80 1995 CHAMPION MOBILE HOME
Finney County	MECHANICAL	1545 East RODKEY	42.00	2,850	Mechanical	Residential Remodel	C/O FAN COIL-#406516
Finney County	MECHANICAL	3085 SAGEBRUSH	105.00	10,600	Mechanical	Residential Remodel	CHANGE OUT 3 - 100K 80% FURNACES, 2 - 3 1/2 TON A/C AND 1 - 3 TON A/C.
Finney County	PLUMBING	635 DEER TRACK	42.00	900	Plumbing	Residential Remodel	INSTALL 40 GALLON ELECTRIC WATER HEATER
Finney County	PLUMBING	109 CAMBRIDGE	42.00	830	Plumbing	Residential Remodel	REPLACE 50 GALLON NATURAL GAS WATER HEATER
Finney County	PLUMBING	7200 South HWY 83	42.00	300	Plumbing	Residential Remodel	INSTALL 6 GALLON ELECTRIC WATER HEATER
Finney County	PLUMBING	2107 GRANDVIEW EAST	42.00	830	Plumbing	Residential Remodel	INSTALL 50 GALLON NATURAL GAS WATER HEATER
Finney County	PLUMBING	5870 SKYLINE	42.00	850	Plumbing	Residential Remodel	INSTALL 40 GALLON NATURAL GAS WATER HEATER
Finney County	BUILDING PERMIT	2601 West MARY #108	131.00	16,000	Building	SF Manufactured (HUD Standards)	INSTALL 16X80 1995 CHAMPION MOBILE HOME
Finney County	BUILDING PERMIT	2601 West MARY #125	131.00	16,000	Building	SF Manufactured (HUD Standards)	INSTALL 16X80 1998 CHAMPION MOBILE HOME



Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Garden City	BUILDING PERMIT	410 East SPRUCE	15,574.00	6,586,705	Building	Commercial/Industrial Remodel	RENOVATION & ADDITION TO EXISTING CANCER CENTER
Garden City	BUILDING PERMIT	109 GRANT Avenue	105.00	10,500	Building	Commercial/Industrial Remodel	WINDOW REPLACEMENT
Garden City	BUILDING PERMIT	214 South MAIN	260.00	20,000	Building	Commercial/Industrial Remodel	INTERIOR REMODEL - PALATERIA JUARITOS NEW ICE CREAM SHOP
Garden City	BUILDING PERMIT	602 East FULTON	62.00	4,200	Building	Commercial/Industrial Remodel	INSTALL DRIVEWAY
Garden City	PLUMBING	2522 TAYLOR	32.00	785	Plumbing	Commercial/Industrial Remodel	REPLACE 40 GALLON NATURAL GAS WATER HEATER
Garden City	SIGN PERMIT	118 West KANSAS	75.00	1,000	Wall Sign	Commercial/Industrial Remodel	UPDATE 3 X 2 WALL SIGN - 8 LETTERS. RE-FACE EXISTING 7 X 5 POLE SIGN.
Garden City	SIGN PERMIT	104 West KANSAS	35.00	0	Temporary Sign	Commercial/Industrial Remodel	TEMPORARY BANNER SIGN - LOAN MAX
Garden City	SIGN PERMIT	606 West FULTON	25.00	0	Temporary Sign	Commercial/Industrial Remodel	3 X 5 BANNER SIGN - FARM SHOW
Garden City	SIGN PERMIT	503 East KANSAS	-	0	Wall Sign	Commercial/Industrial Remodel	3x23.25 WALL SIGN-DOUBLE SHOT LIQUOR/CIGARRETTE CITY
Garden City	SIGN PERMIT	212 West FULTON	35.00	0	Temporary Sign	Commercial/Industrial Remodel	2X14 FLAG-UPRIGHTBANNER SIGN-EL PATRON MEXICAN RESTAURANT
Garden City	MECHANICAL	1505 East SPRUCE	105.00	15,146	Mechanical	Misc	C/O 2 ROOF TOP UNITS
Garden City	PLUMBING	801 CAMPUS	32.00	830	Plumbing	Misc	REPLACED A 50 GALLON NATURAL GAS WATER HEATER

Garden City	PLUMBING	518 South NINTH-CONCESSIONS BLDG	29.00	700	Plumbing	Misc	INSTALL 40 GALLON ELECTRIC WATER METER
Garden City	SIGN PERMIT	702 CAMPUS	-	0	Pole Sign	Misc	5X10 PYLON SIGN-FIRST ASSEMBLY OF GOD
Garden City	BUILDING PERMIT	410 West EMERSON	105.00	6,418	Building	Residential Remodel	WINDOW REPLACEMENT
Garden City	BUILDING PERMIT	1706 A	105.00	15,000	Building	Residential Remodel	MINOR INTERIOR REMODEL
Garden City	BUILDING PERMIT	2116 CENTER	200.00	36,000	Building	Residential Remodel	18 x 36 INGROUND SWIMMING POOL - Pool needs to be rotated or repositioned to maintain 25' setback from south property line.
Garden City	BUILDING PERMIT	1602 East FAIR	200.00	20,000	Building	Residential Remodel	REPLACE EXISTING DECK
Garden City	BUILDING PERMIT	2929 LORAINE	58.00	850	Building	Residential Remodel	REPLACE EXISTING PATIO SLAB AND ADD GUARD RAIL TO PATIO, REPLACE ROOF OF EXISTING PATIO STRUCTURE.
Garden City	BUILDING PERMIT	1714 CENTER	29.00	600	Building	Residential Remodel	6 FT WOOD FENCE
Garden City	BUILDING PERMIT	2124 COMMANCHE	56.00	5,100	Building	Residential Remodel	REPLACE WINDOWS
Garden City	BUILDING PERMIT	950 North JENNIE BARKER #42	29.00	3,000	Building	Residential Remodel	INSTALL 24 X 56 2014 SKYLINE RDMH
Garden City	BUILDING PERMIT	1013 North SECOND	56.00	5,000	Building	Residential Remodel	REPLACE WINDOWS AND SOME WINDOW WELLS
Garden City	BUILDING PERMIT	2905 TERRACE	105.00	9,167	Building	Residential Remodel	REPLACE VINYL SIDING & WINDOWS
Garden City	BUILDING PERMIT	1008 East HAMLIN	105.00	7,900	Building	Residential Remodel	REPLACE WINDOWS
Garden City	BUILDING PERMIT	601 East HAMLIN	105.00	6,995	Building	Residential Remodel	REPLACE WINDOWS
Garden City	BUILDING PERMIT	1010 East HAMLIN	56.00	5,400	Building	Residential Remodel	REPLACE WINDOWS
Garden City	BUILDING PERMIT	2509 C	29.00	1,250	Building	Residential Remodel	PARTIAL 3' AND 6' FENCE
Garden City	BUILDING PERMIT	131 West HAZEL	29.00	500	Building	Residential Remodel	REPLACE 6 FT WOOD GATE
Garden City	BUILDING PERMIT	308 North ELEVENTH	58.00	800	Building	Residential Remodel	3' X 70' SIDEWALK
Garden City	BUILDING PERMIT	207 South FIFTH	105.00	8,500	Building	Residential Remodel	REMODEL BATHROOM TO ADA BATHROOM
Garden City	BUILDING PERMIT	1107 BANCROFT	58.00	1,000	Building	Residential Remodel	8x14 FRONT PORCH
Garden City	BUILDING PERMIT	205 North TWELFTH	56.00	4,000	Building	Residential Remodel	6FT WOOD FENCE
Garden City	BUILDING PERMIT	904 North SEVENTH	200.00	40,000	Building	Residential Remodel	INTERIOR REMODEL
Garden City	BUILDING PERMIT	103 South THIRD	29.00	1,500	Building	Residential Remodel	REMODEL LIVING ROOM & 2 BEDROOMS
Garden City	BUILDING PERMIT	401 HUDSON	29.00	3,000	Building	Residential Remodel	NEW WINDOWS & SHEETROCK
Garden City	BUILDING PERMIT	1201 North TENTH	29.00	500	Building	Residential Remodel	12X12 WOOD SHED
Garden City	BUILDING PERMIT	2605 North MAIN	58.00	2,000	Building	Residential Remodel	INTERIOR REMODEL
Garden City	BUILDING PERMIT	312 West MARY #E-1	29.00	1,200	Building	Residential Remodel	REPAIR WALL DAMAGE FROM VEHICLE ACCIDENT
Garden City	BUILDING PERMIT	2009 North SEVENTH	29.00	1,000	Building	Residential Remodel	ADA RAMP
Garden City	BUILDING PERMIT	305 West MARY #A1	56.00	4,000	Building	Residential Remodel	REPAIR DAMAGE FROM VEHICLE ACCIDENT
Garden City	DEMO PERMIT	2321 North EIGHTH	-	0	Demo	Residential Remodel	DEMOLITION OF HOUSE AND GARAGE
Garden City	ELECTRICAL	1013 North SECOND	29.00	500	Electrical	Residential Remodel	UPGRADE SERVICE TO 200 AMP

Garden City	ELECTRICAL	613 North NINTH	29.00	700	Electrical	Residential Remodel	REWORK 100 AMP SERVICE
Garden City	ELECTRICAL	149 HONEY BEE	29.00	200	Electrical	Residential Remodel	REPAIR ELECTRICAL FIRE DAMAGE
Garden City	ELECTRICAL	904 EVANS	29.00	800	Electrical	Residential Remodel	REWORK 100 AMP SERVICE
Garden City	ELECTRICAL	2601 West MARY #129	42.00	420	Electrical	Residential Remodel	INSTALL 80X16 2000 LIBERTY MOBILE HOME-SETBACK 10' & 10' FROM ALL OTHER HOMES
Garden City	ELECTRICAL	1404 North TWELFTH	29.00	500	Electrical	Residential Remodel	UPGRADE SERVICE TO 100 AMP
Garden City	ELECTRICAL	702 North SECOND	29.00	500	Electrical	Residential Remodel	REPLACE SERVICE PANEL & UPGRADE TO 100 AMP
Garden City	EXCAVATION	909 North EIGHTH	30.00	0	Excavation	Residential Remodel	REPLACE WATER LINE
Garden City	EXCAVATION	2301 North SEVENTH	30.00	0	Excavation	Residential Remodel	REPLACE SEWER LINE
Garden City	GAS	2605 North MAIN	29.00	400	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	2601 West MARY #129	42.00	300	Gas Permit	Residential Remodel	INSTALL 80X16 2000 LIBERTY MOBILE HOME-SETBACK 10' & 10' FROM ALL OTHER HOMES
Garden City	GAS	407 North THIRD	29.00	650	Gas Permit	Residential Remodel	REPLACE GAS PIPE
Garden City	GAS	1706 A	29.00	500	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	506 North FOURTH	29.00	2,500	Gas Permit	Residential Remodel	REPAIR GAS LINE
Garden City	MECHANICAL	4101 East HWY 50 - #430	29.00	2,931	Mechanical	Residential Remodel	CHANGEOUT FURNACE - FLAG #406455
Garden City	MECHANICAL	2014 DOWNING	56.00	4,583	Mechanical	Residential Remodel	CHANGEOUT FURNACE & EVAPORATOR COIL - FLAG#406415
Garden City	MECHANICAL	705 West CAMPBELL #1	29.00	2,200	Mechanical	Residential Remodel	C/O 50K 80% FURNACE
Garden City	MECHANICAL	1811 OROSCO	105.00	7,270	Mechanical	Residential Remodel	C/O FURNACE, AIR CONDITIONER & WATER HEATER-404122
Garden City	PLUMBING	1110 North SEVENTH	29.00	1,100	Plumbing	Residential Remodel	INSTALL 50 GALLON NATURAL GAS WATER HEATER
Garden City	PLUMBING	703 LABRADOR	29.00	900	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	950 North JENNIE BARKER #105	29.00	300	Plumbing	Residential Remodel	INSTALL 40 GALLON TRAILER WATER HEATER PROVIDED BY CUSTOMER
Garden City	PLUMBING	103 South THIRD	29.00	300	Plumbing	Residential Remodel	REMODEL LIVING ROOM & 2 BEDROOMS
Garden City	PLUMBING	404 MAGNOLIA	29.00	850	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON NATURAL GAS WATER HEATER
Garden City	PLUMBING	2403 CASEY'S	29.00	1,000	Plumbing	Residential Remodel	INSTALL 50 GALLON NG WATER HEATER
Garden City	PLUMBING	510 GARDEN	29.00	900	Plumbing	Residential Remodel	INSTALL 40 GALLON NATURAL GAS WATER HEATER
Garden City	PLUMBING	2805 BARONS	29.00	800	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON NG WATER HEATER
Garden City	PLUMBING	101 South SECOND	29.00	795	Plumbing	Residential Remodel	INSTALL 30 GALLON WATER HEATER
Garden City	PLUMBING	1711 North SIXTH	29.00	1,280	Plumbing	Residential Remodel	RUN NEW WATER LINE FROM METER TO HOUSE
Garden City	PLUMBING	909 North EIGHTH	29.00	1,000	Plumbing	Residential Remodel	REPLACE WATER LINE
Garden City	PLUMBING	1705 JULIE	29.00	800	Plumbing	Residential Remodel	INSTALL 50 GALLON NATURAL GAS WATER HEATER
Garden City	PLUMBING	407 North THIRD	29.00	2,800	Plumbing	Residential Remodel	NEW WATER LINE

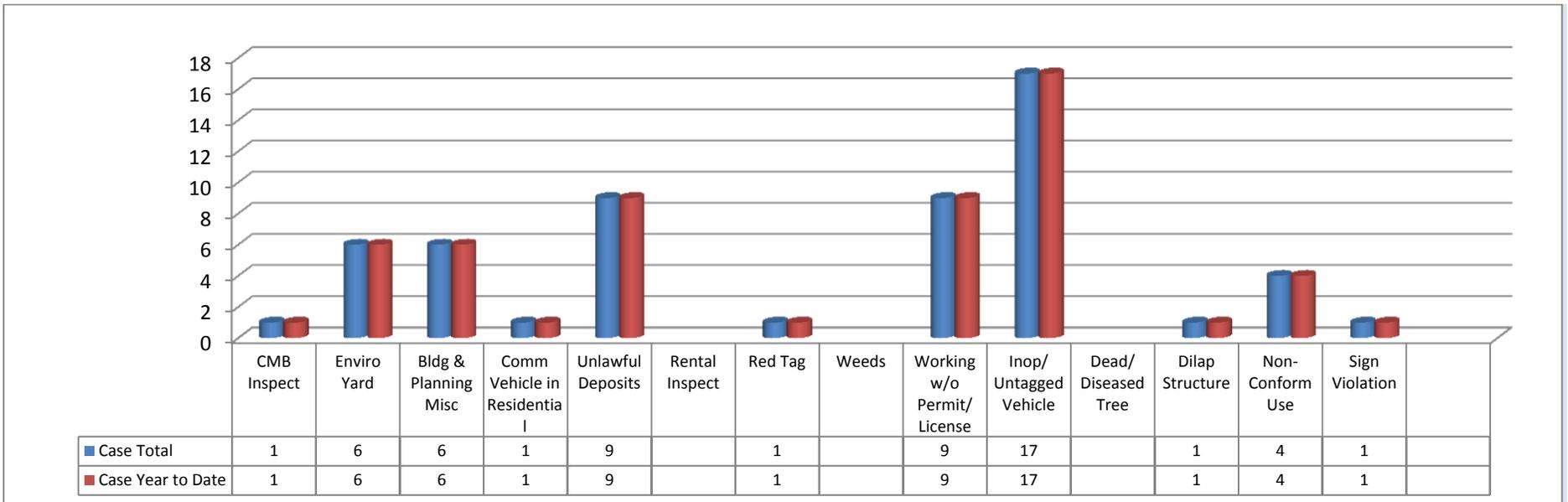
Garden City	PLUMBING	2828 LORAINE	29.00	850	Plumbing	Residential Remodel	INSTALL 40 GALLON NATURAL GAS WATER HEATER
Garden City	PLUMBING	2510 A	29.00	800	Plumbing	Residential Remodel	INSTALL 40 GALLON NATURAL GAS WATER HEATER
Garden City	PLUMBING	303 BALLINGER	29.00	800	Plumbing	Residential Remodel	REPLACE 40 GALLON WATER HEATER
Garden City	PLUMBING	624 North ELEVENTH	29.00	900	Plumbing	Residential Remodel	INSTALLATION OF NEW 40 GALLON WATER HEATER
Garden City	PLUMBING	1609 JULIE	29.00	1,500	Plumbing	Residential Remodel	REPLACE SEWER LINE
Garden City	PLUMBING	901 East JOHNSON	29.00	300	Plumbing	Residential Remodel	R/R 40 GALLON NATURAL GAS WATER HEATER
Garden City	PLUMBING	1316 North THIRTEENTH	29.00	900	Plumbing	Residential Remodel	INSTALL 40 GALLON NATURAL GAS WATER HEATER
Garden City	PLUMBING	2301 North SEVENTH	29.00	3,000	Plumbing	Residential Remodel	REPLACE SEWER LINE
Garden City	PLUMBING	2122 TARA	29.00	800	Plumbing	Residential Remodel	R/R WATER HEATER
Garden City	PLUMBING	2509 CARRIAGE	29.00	900	Plumbing	Residential Remodel	REMOVE AND REPLACE 50 GALLON WATER HEATER
Garden City	BUILDING PERMIT	950 North JENNIE BARKER #42	373.00	63,356	Building	SF Manufactured (HUD Standards)	INSTALL 24 X 56 2014 SKYLINE RDMH
Garden City	BUILDING PERMIT	502 JENNA	770.00	170,000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE - DOES NOT INCLUDE FINISHED BASEMENT



Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Holcomb	MECHANICAL	108 LARSON	56.00	4,980	Mechanical	Residential Remodel	CHANGEOUT FURNACE AND AIR CONDITIONER - FLAG #406416
Holcomb	PLUMBING	220 REDFORD	42.00	785	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON NATURAL GAS WATER HEATER
Holcomb	PLUMBING	204 JO ELLA	29.00	700	Plumbing	Residential Remodel	INSTALL 40 GALLON NATURAL GAS WATER HEATER
Holcomb	PLUMBING	301 JENNY	29.00	741	Plumbing	Residential Remodel	REPLACE 40 GALLON WATER HEATER



JANUARY 2015 CODE COMPLIANCE REPORT



Jurisdiction	File#	Address	Category	Description	Open Date	Close Date
Garden City	15-000013	1602 JAN	Vehicles	INOPERABLE/UNTAGGED VEHICLE-RED DISMANTLED VEHICLE	1/5/2015	1/23/2015
Garden City	15-000019	913 North EIGHTH	Unlawful Deposits	Couch and mattress	1/6/2015	1/6/2015
Garden City	15-000021	615 FLEMING	Vehicles	Mini van without plates	1/6/2015	
Garden City	15-000025	1212 GIBSON	Vehicles	2 door Nissan	1/6/2015	1/21/2015

Garden City	15-000026	211 SPENCER	Unlawful Deposits	Mattress and tire	1/7/2015	1/7/2015
Garden City	15-000027	606 CONKLING	Vehicles	Brown gmc truck	1/7/2015	
Garden City	15-000029	609 PENNSYLVANIA	Vehicles	INOPERABLE/UNTAGGED VEHICLE-Grey ford truck	1/7/2015	
Garden City	15-000030	1602 North THIRD	Vehicles	INOPERABLE/UNTAGGED VEHICLE-GREY & RED PICKUP	1/7/2015	1/29/2015
Garden City	15-000033	1213 FLEMING		CONSULTATION-PEARL'S SPORT SHOP	1/7/2015	
Garden City	15-000036	405 MAGNOLIA	Vehicles	INOPERABLE/UNTAGGED VEHICLE-GOLD 4 DOOR CAR	1/7/2015	
Garden City	15-000046	1903 East HWY 50	Sign	ILLEGAL SIGNS-LEWIS MOTORS	1/8/2015	1/26/2015
Garden City	15-000047	309 HUDSON	Vehicles	White truck send to pd	1/9/2015	1/9/2015
Garden City	15-000051	205 South FOURTH	Dilapidated Structure	DILAPIDATED STRUCTURE- BOARD UP	1/12/2015	1/14/2015
Garden City	15-000052	2603 North TAYLOR		CMB INSPECTION-EAGLES LODGE	1/12/2015	
Garden City	15-000061	215 WESLEY		Abandoned couch left on the side of the road in an empty lot.	1/13/2015	1/13/2015
Garden City	15-000063	1906 VINZANT	Unlawful Deposits	Furniture in alley next to alley	1/13/2015	1/13/2015
Garden City	15-000065	1301 NEW YORK	Environmental Yard	Trash and debris scattered throughout the yard.	1/13/2015	
Garden City	15-000067	1114 PEARL	Vehicles	INOPERABLE/UNTAGGED VEHICLES- GOLD NISSAN ALTIMA & BLACK NISSAN	1/13/2015	
Garden City	15-000076	207 South FOURTH	Environmental Yard	ENVIRONMENTAL YARD- TRASH, JUNK & DEBRIS ON PROPERTY	1/14/2015	2/9/2015
Garden City	15-000077	205 South FOURTH	Environmental Yard	ENVIRONMENTAL YARD- TRASH, JUNK & DEBRIS ON PROPERTY	1/14/2015	
Garden City	15-000078	1301 West MAPLE	Work w/o Permit	WORKING W/O A PERMIT	1/14/2015	
Garden City	15-000083	1604 A	Vehicles	Yellow Chevy truck without plates	1/15/2015	2/4/2015
Garden City	15-000085	503 East KANSAS	Work w/o Permit	WORKING W/O A PERMIT-CIGARETTE CITY	1/15/2015	
Garden City	15-000087	1910 ST JOHN	Vehicles	White firebird with expired tags	1/15/2015	2/3/2015
Garden City	15-000088	212 PENNSYLVANIA	Vehicles	Blue truck expired tags	1/15/2015	1/15/2015
Garden City	15-000089	2013 North THIRD	Vehicles	INOPERABLE/UNTAGGED VEHICLE-Black BMW expired tags	1/15/2015	
Garden City	15-000090	2107 North THIRD	Vehicles	INOPERABLE/UNTAGGED VEHICLE-White ford probe expired tags	1/15/2015	

Garden City	15-000094	303 WASHINGTON	Vehicles	Green truck with expired tags	1/16/2015	1/16/2015
Garden City	15-000098	1107 BANCROFT	Work w/o Permit	WORKING W/O A PERMIT-PORCH	1/16/2015	
Garden City	15-000099	950 North JENNIE BARKER #157	Work w/o Permit	WORK WITHOUT PERMIT- SHED	1/16/2015	1/20/2015
Garden City	15-000100	1107 BANCROFT	Work w/o Permit	Working without a permit	1/16/2015	1/16/2015
Garden City	15-000103	149 HONEY BEE	Red Tag	RED TAG-FIRE DAMAGE	1/20/2015	
Garden City	15-000116	1815 AMIR	ROW Obstruction	TREES OVERGROWN INTO ALLEY ROW	1/21/2015	1/27/2015
Garden City	15-000117	2011 HENDERSON	ROW Obstruction	TREES OVERGROWN INTO ALLEY ROW	1/21/2015	
Garden City	15-000118	2009 HENDERSON	ROW Obstruction	OVERGROWN TREES OBSTRUCTING ALLEY ROW	1/21/2015	
Garden City	15-000123	1602 North TENTH	ROW Obstruction	OVERGROWN TREE LIMBS OBSTRUCTING ALLEY ROW	1/21/2015	
Garden City	15-000124	1604 North TENTH	ROW Obstruction	OVERGROWN TREE LIMBS OBSTRUCTING ALLEY ROW	1/21/2015	
Garden City	15-000127	1511 East CHESTNUT	Environmental Yard	UNLAWFUL DEPOSITS-Trash next to dumpster	1/21/2015	
Garden City	15-000134	2601 North MAIN	Unlawful Deposits	Chair by dumpster	1/22/2015	1/22/2015
Garden City	15-000157	512 CONKLING	Unlawful Deposits	OVERGROWN TREE OBSTRUCTING ALLEY ROW	1/26/2015	1/27/2015
Garden City	15-000158	504 CONKLING	Unlawful Deposits	UNLAWFUL DEPOSITS-PIPE LAYING IN ALLEY ROW	1/26/2015	1/27/2015
Garden City	15-000166	309 HUDSON	Vehicles	INOPERABLE/UNTAGGED VEHICLE- CHRYSLER NEW YORKER IN REAR YARD	1/27/2015	
Garden City	15-000167	510 North TAYLOR		ENVIRONMENTAL YARD- FALLEN DEAD TREE	1/27/2015	2/6/2015
Garden City	15-000168	202 South FIRST	Environmental Yard	ENVIRONMENTAL YARD-PILES OF DIRT & CONCRETE MIXED WITH WEEDS	1/27/2015	1/28/2015
Garden City	15-000169	2002 DOWNING	Unlawful Deposits	UNLAWFUL DEPOSIT-TREE LIMBS IN ALLEY ROW	1/27/2015	1/30/2015
Garden City	15-000171	709 EVANS	Commercial Truck	COMMERCIAL TRUCK PARKING IN RESIDENTIAL AREA	1/28/2015	2/3/2015
Garden City	15-000172	404 CENTER	Non-Conforming Use	PARKING ON UNIMPROVED SURFACE	1/28/2015	
Garden City	15-000173	501 EUGENE	Non-Conforming Use	PARKING ON UNIMPROVED SURFACE	1/28/2015	
Garden City	15-000174	503 EUGENE	Non-Conforming Use	PARKING ON UNIMPROVED SURFACE	1/28/2015	
Garden City	15-000175	512 EUGENE	Non-Conforming Use	PARKING ON UNIMPROVED SURFACE	1/28/2015	

Garden City	15-000179	511 North THIRTEENTH	Vehicles	INOPERABLE/UNTTAGED VEHICLE-White van	1/28/2015	
Garden City	15-000180	2929 LORAIN	Work w/o Permit	WORKING W/O PERMIT-CONCRETE WORK	1/29/2015	
Garden City	15-000183	4101 East HWY 50 #333	Work w/o Permit	WORKING W/O A PERMIT-BUILDING ADDITION	1/29/2015	
Garden City	15-000184	1308 CONARD	Unlawful Deposits	UNLAWFUL DEPOSITS-OLD A/C & TREE LIMBS IN ALLEY ROW	1/29/2015	1/30/2015
Garden City	15-000192	601 East EDWARDS		WORKING W/O A PERMIT-REMODEL	1/30/2015	
Garden City	15-000193	1308 CONARD	Work w/o Permit	WORKING W/O A PERMIT-NEW FENCE	1/30/2015	



City of Garden City
Monthly Financial Report FY 2015
For the One Month Ended January 31, 2015
 Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended January 31, 2015.

GENERAL FUND AT A GLANCE

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Revenues	20,987,996	3,407,215	3,404,312
Expenditures	21,972,650	2,719,271	1,318,372
Revenues Over(Under)	(984,654)	687,944	2,085,940

UTILITY FUND REVENUES AT A GLANCE

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Electric	32,323,162	2,313,059	2,335,706
Solid Waste	3,451,750	257,459	243,474
Drainage Utility	207,500	15,828	16,650
Water and Sewage	8,164,750	477,286	495,759
TOTAL	44,147,162	3,063,632	3,091,589

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
City Sales Tax	5,800,000	521,960	480,712
County Sales Tax	3,450,000	300,664	287,336
Franchise Tax			0
Gas Utility	440,000	112,781	109,742
Telephone	67,000	4,694	5,993
CATV	232,000	0	0
Building Permits	228,250	9,925	32,624
Municipal Court Fines	1,000,000	64,044	73,855



**City of Garden City
Monthly Financial Report FY 2015
For the One Month Ended
January 31, 2015**

General Fund

General Fund Revenues collected through January were \$3,407,215. The January revenues represent 16.23% of the total revenues expected in the General Fund. Property tax distribution was 55.10% for the first of five payments in 2015.

General Fund Expenses are at 12.38% of the total expenditures expected in the General Fund.

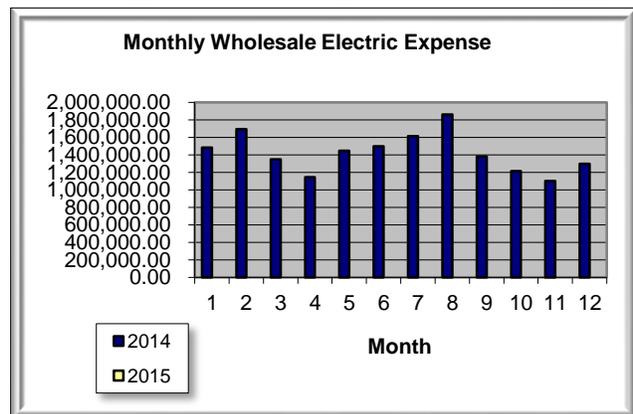
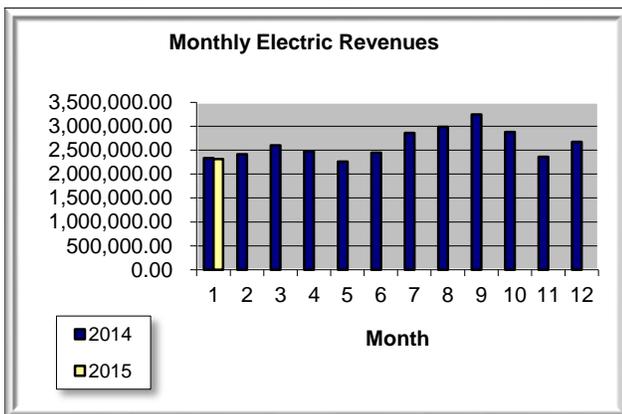
Selected Revenues

- City Sales Tax—Ahead by \$41,248 compared to January 2014 year to date collections, 8.58% ahead of 2014 for the one month ended.
- County Sales Tax— Collections for the one month ended are ahead of 2014 by \$13,328 or 4.64%.
- Franchise Tax—Budget estimates for 2015 remain approximately the same as 2014. Franchise fees are slightly higher than 2014 with the exception of telephone.
- Building Permits—Budget estimates for 2015 are based on 2014 revenues. Receipts are lower than this period in 2014.
- Municipal Court Fines—Budget estimates were revised down from the 2014 budget and collections through January were behind 2014.

Utility Funds

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$32,323,162 for 2015 were \$2,313,059 through one month or 7.16% of budget.

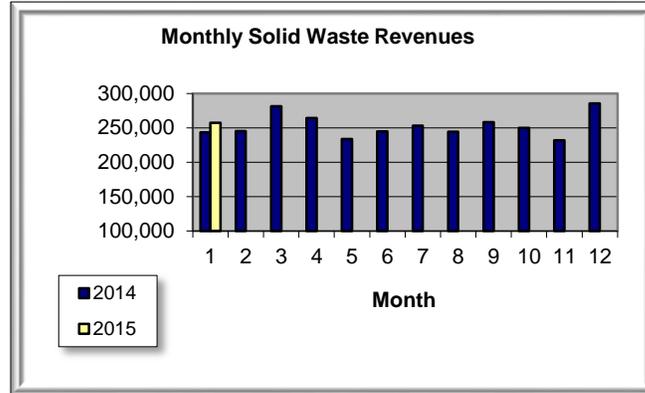


A main expense is Wholesale Electric in the Utility Fund. The 2015 revised budget for wholesale electric is \$19,212,000. The wholesale electric expense for January was not available at this printing.

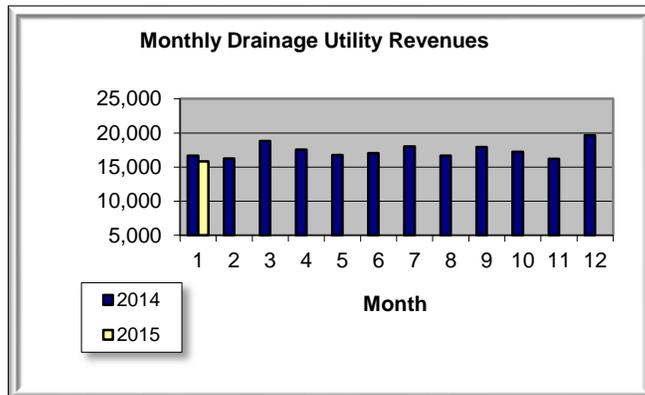


**City of Garden City
Monthly Financial Report FY 2015
For the One Month Ended
January 31, 2015**

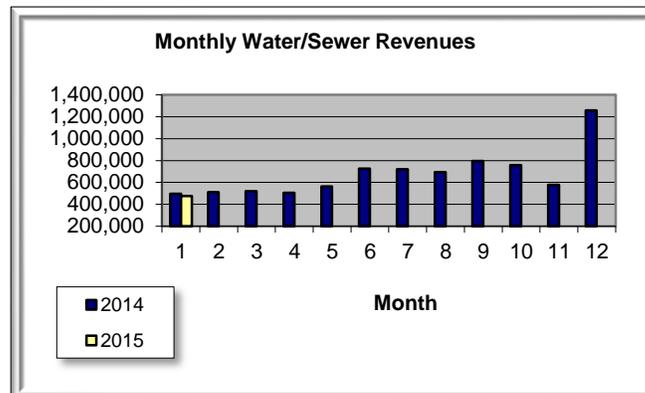
■Solid Waste revenues – revised budget at \$3,451,750 for 2015 were \$257,459 through one month or 7.46% of budget.



■Drainage Utility revenues – revised budget at \$207,500 for 2015 were \$15,828 through one month or 7.63%.



■Water and Sewage revenues - revised budget at \$8,164,750 for 2015 were \$477,286 through one month or 5.85% of budget.





CITY OF GARDEN CITY, KANSAS

Comparison of Cash Balances with Encumbrances and Composition of Cash

For the One Month Ended January 31, 2015

Fund	Unencumbered Cash Balance 1/1/2015	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 1/31/2015	Add Payables and Encumbrances	Treasurer's Cash 1/31/2015
Operating						
1 General	4,730,963.09	21,452,711.35	20,683,800.25	5,499,874.19	281,087.75	5,780,961.94
Debt Service Fund						
40 Bond and Interest	394,287.06	2,137,442.77	2,010,693.00	521,036.83	0.00	521,036.83
Special Revenue Funds						
4 TIF	0.00	681,518.05	115,449.64	566,068.41	14,347.19	580,415.60
5 Capital Improvement	690,371.20	1,172,318.65	922,258.51	940,431.34	8,429.48	948,860.82
6 Community Development Loan	14,667.06	7,670.10	7,085.47	15,251.69	0.00	15,251.69
7 Cemetery Endowment	27,023.48	5,215.20	1,869.25	30,369.43	0.00	30,369.43
8 Community Trust	1,277,499.49	1,242,599.14	869,596.30	1,650,502.33	0.00	1,650,502.33
10 DEA Forfeiture	41,720.15	14,403.28	38,044.81	18,078.62	160.04	18,238.66
11 Drug Enforcement	18,513.87	68,271.30	16,286.99	70,498.18	0.00	70,498.18
15 Enhanced Wireless 911	293,153.99	187,092.54	120,518.55	359,727.98	5,679.09	365,407.07
18 Finnup Trust	54,752.18	109,200.00	73,996.52	89,955.66	0.00	89,955.66
25 Recreation	0.00	940,908.26	940,908.26	0.00	0.00	0.00
26 Special Improvements	86,770.07	15,081.73	118,750.82	-16,899.02	55,196.11	38,297.09
27 Special Liability	155,936.04	30,000.00	24,597.66	161,338.38	5,573.32	166,911.70
29 Special Alcohol Programs	41,205.59	98,938.46	85,000.00	55,144.05	0.00	55,144.05
30 Special Recreation and Parks	97,756.84	128,102.93	112,166.85	113,692.92	0.00	113,692.92
31 FOLRZ Projects	0.00	0.00	0.00	0.00	0.00	0.00
32 Special Trafficway	971,543.57	711,562.62	707,991.53	975,114.66	30,503.22	1,005,617.88
50 Community Development Grant	0.00	13,279.25	13,279.25	0.00	0.00	0.00
52 Economic Development	371,988.85	15,317.15	538.42	386,767.58	0.00	386,767.58
53 Project Development	191,617.19	191,857.56	133,474.75	250,000.00	498.78	250,498.78
Total Special Revenue	4,334,519.57	5,633,336.22	4,301,813.58	5,666,042.21	120,387.23	5,786,429.44
Capital Projects Funds						
41 2013-GO Bond Projects	976,721.17	0.00	797,601.69	179,119.48	0.00	179,119.48
42 2014-GO Bond Projects	0.00	2,809,795.38	402,352.13	2,407,443.25	0.00	2,407,443.25
45 2012-GO Bond Projects	772,811.11	0.00	772,811.11	0.00	0.00	0.00
46 2012- Temporary Notes Durango P	2,300,843.93	10,764,276.84	13,065,120.77	0.00	0.00	0.00
48 2013-Temp Notes Series D	29,170.74	156,404.62	185,575.36	0.00	0.00	0.00
49 2013-Temp Notes Schulman Cross	5,618,097.65	0.00	4,322,682.20	1,295,415.45	0.00	1,295,415.45
Total Capital Projects	9,697,644.60	13,730,476.84	19,546,143.26	3,881,978.18	0.00	3,881,978.18
Enterprise Funds						
Electric Utility:						
67 Capital Reserve	0.00	750,000.00	0.00	750,000.00	0.00	750,000.00
68 General	3,508,279.17	31,527,289.81	30,254,781.81	4,780,787.17	1,707,842.52	6,488,629.69
69 Security Deposits	450,703.24	303,120.00	286,349.95	467,473.29	0.00	467,473.29
Total Electric Utility	3,958,982.41	32,580,409.81	30,541,131.76	5,998,260.46	1,707,842.52	7,706,102.98
Water and Sewer Utility:						
80 General	2,616,964.74	8,124,631.73	7,793,643.74	2,947,952.73	209,867.61	3,157,820.34
81 Wastewater Repair and Replacem	285,056.03	132,709.80	100,000.00	317,765.83	0.00	317,765.83
82 Water and Sewage Maintenance F	579,758.01	227,288.28	435,000.00	372,046.29	0.00	372,046.29
Total Water and Sewer Utility	3,481,778.78	8,484,629.81	8,328,643.74	3,637,764.85	209,867.61	3,847,632.46
Airport:						
60 General	310,665.07	1,047,682.01	836,670.32	521,676.76	21,276.79	542,953.55
61 Airport Improvement	58,774.14	375,350.73	335,366.19	98,758.68	0.00	98,758.68
Total Airport	369,439.21	1,423,032.74	1,172,036.51	620,435.44	21,276.79	641,712.23
Solid Waste Utility:						
75 General	1,371,930.93	3,036,770.61	3,012,781.74	1,395,919.80	88,423.41	1,484,343.21
Recreation Area:						
70 General Golf Course	70,927.93	896,975.49	917,740.78	50,162.64	12,361.74	62,524.38
71 Golf Course Building	15,150.15	6,513.00	14,705.67	6,957.48	0.00	6,957.48
Total Recreation Area	86,078.08	903,488.49	932,446.45	57,120.12	12,361.74	69,481.86
Drainage Utility:						
79 General	390,794.39	208,794.52	200,204.50	399,384.41	1,981.68	401,366.09
Internal Service Funds						
55 Health Insurance	350,019.55	3,903,165.20	3,928,446.35	324,738.40	3,915.12	328,653.52
56 Health Insurance Reserve	0.00	880,488.91	0.00	880,488.91	0.00	880,488.91
35 Workers Compensation	70,497.31	432,115.00	306,421.88	196,190.43	146.50	196,336.93
36 Workers Compensation Reserve	502,503.37	78.04	21,996.19	480,585.22	547.15	481,132.37
Total Internal Service	923,020.23	5,215,847.15	4,256,864.42	1,882,002.96	4,608.77	1,886,611.73
Total All Funds	29,739,438.35	94,806,940.31	94,986,559.21	29,559,819.45	2,447,837.50	32,007,656.95



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 1/1/2015 Through 1/31/2015

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
3022	CONNECTING LINKS	18,834.55	18,834.55	75,000.00	(56,165.45)
3023	CONSUMER USE TAX	71,673.63	71,673.63	800,000.00	(728,326.37)
3028	LIQUOR CONSUMPTION TAX	0.00	0.00	80,000.00	(80,000.00)
3040	AD VALOREM TAX	1,763,349.27	1,763,349.27	3,139,468.00	(1,376,118.73)
3041	AD VALOREM BACK TAX	43,646.07	43,646.07	140,000.00	(96,353.93)
3044	CITY SALES TAX	521,959.99	521,959.99	5,800,000.00	(5,278,040.01)
3046	COUNTY SALES TAX	300,663.50	300,663.50	3,450,000.00	(3,149,336.50)
3055	MOTOR VEHICLE TAX	108,476.06	108,476.06	375,237.00	(266,760.94)
3056	RECREATIONAL VEHICLE TAX	517.60	517.60	3,070.00	(2,552.40)
3057	HEAVY DUTY VEHICLE TAX	1,372.71	1,372.71	4,021.00	(2,648.29)
3058	COMMERCIAL VEHICLE TAX	767.54	767.54	0.00	767.54
3065	CATV FRANCHISE	0.00	0.00	232,000.00	(232,000.00)
3066	GAS UTILITY FRANCHISE	112,780.53	112,780.53	440,000.00	(327,219.47)
3067	TELEPHONE FRANCHISE	4,693.54	4,693.54	67,000.00	(62,306.46)
3115	CEMETERY SPACES	2,620.00	2,620.00	50,000.00	(47,380.00)
3301.01	ANIMAL BOARDING	708.29	708.29	15,000.00	(14,291.71)
3301.02	CAR STORAGE & TOWING	1,349.50	1,349.50	15,000.00	(13,650.50)
3301.05	FEES-FALSE ALARM	3,150.00	3,150.00	2,500.00	650.00
3301.07	FEES-GATE RECEIPTS	740.00	740.00	24,000.00	(23,260.00)
3301.08	FEES-GRAVE OPENINGS	6,450.00	6,450.00	60,000.00	(53,550.00)
3301.09	FEES-MONUMENT SETTING	50.00	50.00	3,000.00	(2,950.00)
3301.10	FEES-PLAT FILING	62.00	62.00	2,000.00	(1,938.00)
3301.11	FEES-REZONING	250.00	250.00	2,500.00	(2,250.00)
3301.12	FEES-RURAL FIRE CONTRACTS	(900.00)	(900.00)	200,000.00	(200,900.00)
3301.13	FEES-WAIVER FILING	500.00	500.00	2,000.00	(1,500.00)
3301.16	FINES-MUNICIPAL COURT	64,044.22	64,044.22	1,000,000.00	(935,955.78)
3301.17	FEES-STATE JUDGE	78.66	78.66	2,000.00	(1,921.34)
3301.18	FEES-STATE LAW ENFORCEMENT	3,046.75	3,046.75	65,000.00	(61,953.25)
3301.19	FEES-REINSTATEMENT	405.00	405.00	14,000.00	(13,595.00)
3301.20	FEES-RESTITUTION	1,393.92	1,393.92	0.00	1,393.92
3301.21	LEGAL COPIES	145.00	145.00	3,000.00	(2,855.00)
3301.22	PROBATION SCREENING	0.00	0.00	250.00	(250.00)
3301.23	FEES-CRIME STOPPER INFRACTION	985.00	985.00	10,000.00	(9,015.00)
3301.24	FEES-CRIME STOPPER MAJOR	585.00	585.00	0.00	585.00
3350.01	LICENSE-AMUSEMENT	0.00	0.00	2,000.00	(2,000.00)
3350.02	LICENSE-ARBORIST	100.00	100.00	500.00	(400.00)
3350.03	LICENSE-CEREAL MALT BEVERAGE	0.00	0.00	2,000.00	(2,000.00)
3350.04	LICENSE-CONTRACTOR	4,720.00	4,720.00	30,000.00	(25,280.00)
3350.06	LICENSE-ELECTRICIAN	2,689.00	2,689.00	6,500.00	(3,811.00)
3350.08	LICENSE-ITINERANT MERCHANT	100.00	100.00	8,000.00	(7,900.00)
3350.09	LICENSE-LIQUOR	1,000.00	1,000.00	15,000.00	(14,000.00)
3350.10	LICENSE-MECHANICAL	2,040.00	2,040.00	3,000.00	(960.00)
3350.12	LICENSE-PAWN SHOP	0.00	0.00	100.00	(100.00)
3350.13	LICENSE-PLUMBER	1,200.00	1,200.00	4,000.00	(2,800.00)
3350.15	LICENSE-TAXI	0.00	0.00	200.00	(200.00)
3350.16	TAGS-DOG & CAT	371.18	371.18	2,000.00	(1,628.82)
3400.01	PERMITS-BUILDING	7,850.50	7,850.50	180,000.00	(172,149.50)



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues

From 1/1/2015 Through 1/31/2015

3400.02	PERMITS-CURB CUT	0.00	0.00	250.00	(250.00)
3400.03	PERMITS-ELECTRIC	441.00	441.00	8,500.00	(8,059.00)
3400.04	PERMITS-EXCAVATION	160.00	160.00	2,500.00	(2,340.00)
3400.05	PERMITS-GAS	300.00	300.00	5,000.00	(4,700.00)
3400.08	PERMITS-MECHANICAL	210.00	210.00	12,000.00	(11,790.00)
3400.09	PERMITS-PLUMBING	793.00	793.00	10,000.00	(9,207.00)
3400.11	PERMITS-TV & SIGN	170.00	170.00	10,000.00	(9,830.00)
3435	INTEREST INCOME	37.16	37.16	40,000.00	(39,962.84)
3437	FINANCE CHARGE INCOME	13,062.41	13,062.41	12,000.00	1,062.41
3440.02	RENTAL-CITY FACILITIES	947.60	947.60	50,000.00	(49,052.40)
3440.03	RENTAL-DEPOT	100.00	100.00	1,200.00	(1,100.00)
3447	ROYALTIES-GAS WELLS	2,037.16	2,037.16	30,000.00	(27,962.84)
3450	SALE OF PROPERTY-AUCTION	0.00	0.00	15,000.00	(15,000.00)
3470.03	REIMBURSE-FINNUP TRUST	0.00	0.00	100.00	(100.00)
3470.04	REIMBURSE-POLICE SERVICES	0.00	0.00	220,000.00	(220,000.00)
3470.07	UTILITY FUNDS REIMBURSEMENT	330,175.00	330,175.00	3,962,100.00	(3,631,925.00)
3470.08	REIMBURSE-COUNTY	5,516.30	5,516.30	185,000.00	(179,483.70)
3470.09	REIMBURSE-HOLCOMB	0.00	0.00	42,000.00	(42,000.00)
3515	FUEL TAX REFUND	0.00	0.00	1,500.00	(1,500.00)
3600.02	MISCELLANEOUS-CEMETERY	1,310.00	1,310.00	0.00	1,310.00
3600.04	MISCELLANEOUS-INSPECTION	0.00	0.00	1,500.00	(1,500.00)
3600.07	MISCELLANEOUS-POLICE	(2,513.46)	(2,513.46)	0.00	(2,513.46)
3600.08	MISCELLANEOUS-STREET	0.00	0.00	50,000.00	(50,000.00)
	Total Income	<u>3,407,215.18</u>	<u>3,407,215.18</u>	<u>20,987,996.00</u>	<u>(17,580,780.82)</u>



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 1/1/2015 Through 1/31/2015

001 - GENERAL FUND

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	11,808.76	11,808.76	94,750.00	82,941.24
112	CITY MANAGER	102,895.10	102,895.10	535,750.00	432,854.90
113	SERVICE AND FINANCE	91,720.48	91,720.48	780,000.00	688,279.52
114	LEGAL SERVICES	0.00	0.00	116,500.00	116,500.00
115	MUNICIPAL COURT	43,723.24	43,723.24	711,000.00	667,276.76
116	HUMAN RESOURCES	29,754.77	29,754.77	234,750.00	204,995.23
117	INFORMATION TECH	12,710.44	12,710.44	494,800.00	482,089.56
118	CITY PROSECUTION	<u>37,890.30</u>	<u>37,890.30</u>	<u>292,000.00</u>	<u>254,109.70</u>
	Total Administration	330,503.09	330,503.09	3,259,550.00	2,929,046.91
121	POLICE-ADMINISTRATIVE	96,127.48	96,127.48	1,782,250.00	1,686,122.52
122	POLICE-INVESTIGATIONS	112,279.46	112,279.46	886,750.00	774,470.54
123	POLICE-PATROL	447,324.66	447,324.66	3,503,750.00	3,056,425.34
124	POLICE-SUPPORT SERVICES	174,619.26	174,619.26	1,420,000.00	1,245,380.74
125	POLICE-ANIMAL CONTROL	<u>21,930.58</u>	<u>21,930.58</u>	<u>251,000.00</u>	<u>229,069.42</u>
	Total Police	852,281.44	852,281.44	7,843,750.00	6,991,468.56
131	PUBLIC WORKS-PLANNING,COMM	44,456.89	44,456.89	371,250.00	326,793.11
132	PUBLIC WORKS-ENGINEERING	25,762.23	25,762.23	250,250.00	224,487.77
133	PUBLIC WORKS-STREET MAINT	361,529.13	361,529.13	1,489,250.00	1,127,720.87
134	PUBLIC WORKS-INSPECTIONS	44,045.15	44,045.15	440,750.00	396,704.85
135	PUBLIC WORKS-PARKS	<u>89,755.36</u>	<u>89,755.36</u>	<u>986,550.00</u>	<u>896,794.64</u>
	Total Public Works	565,548.76	565,548.76	3,538,050.00	2,972,501.24
141	ZOO-ADMINISTRATIVE	51,571.96	51,571.96	464,500.00	412,928.04
142	ZOO-MAINTENANCE DIVISION	31,833.60	31,833.60	384,750.00	352,916.40
144	ZOO-ANIMAL DIVISION	<u>125,788.08</u>	<u>125,788.08</u>	<u>1,197,500.00</u>	<u>1,071,711.92</u>
	Total Zoo	209,193.64	209,193.64	2,046,750.00	1,837,556.36
151	FIRE-ADMINISTRATIVE	41,771.25	41,771.25	406,500.00	364,728.75
152	FIRE-OPERATIONS	383,625.98	383,625.98	2,695,000.00	2,311,374.02
153	FIRE-VOLUNTEERS	935.12	935.12	22,000.00	21,064.88
154	FIRE-ARFF STATION	<u>1,320.00</u>	<u>1,320.00</u>	<u>96,000.00</u>	<u>94,680.00</u>
	Total Fire	427,652.35	427,652.35	3,219,500.00	2,791,847.65
161	CEMETERY-OPERATIONS	51,664.94	51,664.94	532,350.00	480,685.06
171	CAPITAL IMPROVEMENT	(17,573.00)	(17,573.00)	1,232,700.00	1,250,273.00
181	EMPLOYEE BENEFITS	<u>300,000.00</u>	<u>300,000.00</u>	<u>300,000.00</u>	<u>0.00</u>
	Total Expenses	<u>2,719,271.22</u>	<u>2,719,271.22</u>	<u>21,972,650.00</u>	<u>19,253,378.78</u>



City of Garden City
Statement of Revenues and Expenditures-Utility Fund Revenues
From 1/1/2015 Through 1/31/2015

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,236,252.51	2,236,252.51	31,040,565.00	(28,804,312.49)
3118	CONNECT FEES	5,641.00	5,641.00	98,292.00	(92,651.00)
3150	IDENTIFIED LONG/SHORT	(15.00)	(15.00)	0.00	(15.00)
3151	UNIDENTIFIED LONG/SHORT	2.81	2.81	0.00	2.81
3154	INSUFFICIENT FUNDS CHECKS	(1,466.32)	(1,466.32)	0.00	(1,466.32)
3155	RETURNED CHECK CHARGE	475.00	475.00	4,853.00	(4,378.00)
3185	PENALTIES	0.00	0.00	75,622.00	(75,622.00)
3201	REIMBURSE-DEVELOPER	0.00	0.00	27,683.00	(27,683.00)
3435	INTEREST INCOME	0.00	0.00	3,129.00	(3,129.00)
3492	SALES TAX	72,808.11	72,808.11	1,070,618.00	(997,809.89)
3600	MISCELLANEOUS	(638.79)	(638.79)	2,400.00	(3,038.79)
	Total Electric	2,313,059.32	2,313,059.32	32,323,162.00	(30,010,102.68)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	240,447.87	240,447.87	3,340,000.00	(3,099,552.13)
3185	PENALTIES	17,011.17	17,011.17	80,000.00	(62,988.83)
3195	RECYCLING SALES	0.00	0.00	30,000.00	(30,000.00)
3435	INTEREST INCOME	0.00	0.00	1,250.00	(1,250.00)
3515	FUEL TAX REFUND	0.00	0.00	500.00	(500.00)
	Total Solid Waste	257,459.04	257,459.04	3,451,750.00	(3,194,290.96)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	15,828.17	15,828.17	207,250.00	(191,421.83)
3435	INTEREST INCOME	0.00	0.00	250.00	(250.00)
	Total Drainage Utility	15,828.17	15,828.17	207,500.00	(191,671.83)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	193,685.13	193,685.13	2,660,000.00	(2,466,314.87)
3103	COLLECTIONS-WATER	232,546.71	232,546.71	4,500,000.00	(4,267,453.29)
3118	CONNECT FEES	735.00	735.00	18,000.00	(17,265.00)
3120	COUNTY SEWER FEES	19,311.04	19,311.04	112,000.00	(92,688.96)
3130	FIRE LEG FEES	12,700.00	12,700.00	15,000.00	(2,300.00)
3185	PENALTIES	357.86	357.86	120,000.00	(119,642.14)
3201	REIMBURSE-DEVELOPER	0.00	0.00	15,000.00	(15,000.00)
3225	SALE OF MATERIAL	0.00	0.00	15,000.00	(15,000.00)
3228	SEWER MAINTENANCE FEES	126.00	126.00	4,500.00	(4,374.00)
3229	SEWER TANK FEES	10,829.64	10,829.64	125,000.00	(114,170.36)
3257	WATER TANK SALES	2,068.76	2,068.76	40,000.00	(37,931.24)
3260	WATER TAP FEES	1,717.50	1,717.50	40,000.00	(38,282.50)
3494	TAX-WATER CONSUMPTION	2,475.76	2,475.76	65,000.00	(62,524.24)
3515	FUEL TAX REFUND	0.00	0.00	250.00	(250.00)
3600	MISCELLANEOUS	732.50	732.50	10,000.00	(9,267.50)
4010.20	TRANSFER-WTR SYS MAINT RESV	0.00	0.00	150,000.00	(150,000.00)
4010.21	TRANSFER-WASTEWTR R&R RESV	0.00	0.00	275,000.00	(275,000.00)
	Total Water and Wastewater	477,285.90	477,285.90	8,164,750.00	(7,687,464.10)
	Total Income	3,063,632.43	3,063,632.43	44,147,162.00	(41,083,529.57)

GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
 January of 2015
INCIDENTS REPORTED

OFFENSES	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Murder/Manslaughter	0	1	0
Rape	2	1	2
Robbery	0	0	0
Aggravated Assault	13	8	13
Burglary	11	11	11
Theft	45	61	45
Auto Theft	1	2	1
Arson	1	1	1
TOTAL	73	85	73
All Other Crimes	116	126	116
GRAND TOTAL	189	211	189

CRIMINAL ENFORCEMENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Adult Arrests	228	214	228
Juveniles Detained	25	28	25
TOTAL CUSTODY	253	242	253
Alcohol Related	13	15	13
Drug Related	35	36	35
Curfew Violations	4	4	4

INVESTIGATIONS DIVISION ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Total Cases Assigned	29	36	29
Total Active Cases	166	185	166
Adult Affidavits Filed	15	20	15
Juvenile Affidavits Filed	2	1	2
Follow-Up Contacts	437	521	437
Special Assignments	66	70	66
Search Warrants	6	10	6
Supplemental Reports	156	168	156
Other Reports	174	306	174
Cases Referred For Prosecution	58	56	58

TRAFFIC ACCIDENT INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Fatal Accidents	0	0	0
Injury Accidents	5	3	5
Non-Injury Accidents	56	65	56
TOTAL ACCIDENTS	61	68	61
Private Property Accidents	2	4	2

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 January of 2015**

OFFICERS ASSAULTED

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Firearm	0	0	0
Cutting Instrument	0	0	0
Other Dangerous Weapon	1	0	1
Hands, Fist, Feet, Etc.	7	8	7
Police Service Dog	0	0	0
TOTAL ASSAULTS	0	8	0

PATROL/CRD DIVISIONS SUMMARY

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Offense Reports	209	199	209
Supplemental Reports	110	86	110
Other Reports	90	74	90
Community Oriented Policing	261	205	261
Speeding Citations	34	32	34
Other Traffic Citations	296	163	296
Parking Citations	13	22	13
Warning Notices	416	351	416
Penal Summons	30	28	30
Felony Cases Cleared	37	33	37
Misdemeanor Cases Cleared	108	101	108
DUI Cases Cleared	10	5	10
Insecure Premises	13	8	13
Field Interviews	4	3	4
Citizen & Business Assists	136	111	136
Alarms	84	90	84
Adult Affidavits Filed	35	21	35
Juvenile Affidavits Filed	24	21	24

COMMUNICATIONS CENTER ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Non-Traffic Activities	2273	2182	2273
Traffic Activities	609	525	609
TOTAL ACTIVITIES	2882	2707	2882
911 Calls	1503	1555	1503
Finney County Sheriff's Office Activities	397	369	397

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 January of 2015**

RESPONSE TIME SUMMARY

DESCRIPTION	THIS MONTH	LAST YEAR	5 YEARS AGO
Average Emergency	2.54	2.28	3.34
Average Non-Emergency	10.57	11.47	14.01
Average Traffic Accident	11.38	14.33	16.47

ANIMAL INCIDENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Animals Impounded	167	101	167
Animals Disposed	31	38	31
Citations Issued	5	0	5
Animal Bites	1	1	1
Adoptions	32	49	32

TRAINING HOURS RECEIVED

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Administrative	4.00	11.50	4.00
Patrol/CRD Division	36.50	59.50	36.50
Support Services Division	51.75	10.00	51.75
Investigation Division	24.00	0.00	24.00
Instructor Hours	31.50	26.00	31.50
SUB-TOTAL TRAINING HRS	147.75	107.00	147.75
Academy Training Hours	96.00	120.00	96.00
TOTAL TRAINING HOURS	243.75	227.00	243.75

ADMINISTRATIVE INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Allegations Received	5	2	5
Unfounded	0	0	0
Unsubstantiated	0	0	0
Sustained	0	0	0
Exonerated	0	1	0
Violation Not Based On Complaint	0	0	0
Investigation In Progress	5	3	5
Administrative Closure	0	1	0
Commendations	1	2	1

Bias-Based Policing Statistics

January 2015

	January #	January %
SUBJECTS CONTACTED:	98	N/A
AGE:		
15 yoa - 19 yoa	25	26%
20 yoa - 29 yoa	25	26%
30 yoa - 49 yoa	29	30%
50+	19	19%
Not Provided	0	0%
<i>TOTAL</i>	98	100%
RACE:		
White	90	92%
Black	8	8%
Native American	0	0%
Asian	0	0%
Other	0	0%
More Than One Race	0	0%
Not Provided	0	0%
<i>TOTAL</i>	98	100%
GENDER:		
Male	63	64%
Female	35	36%
Unknown	0	0%
Not Provided	0	0%
<i>TOTAL</i>	98	100%
ETHNICITY:		
Hispanic/Latino	60	61%
Non-Hispanic	38	39%
Not Provided	0	0%
<i>TOTAL</i>	98	100%
RESPONSE AREA:		
1	25	26%
2	23	23%
3	16	16%
4	25	26%
5	9	9%
Not Provided	0	0%
<i>TOTAL</i>	98	100%

Bias-Based Policing Statistics

January 2015

	January #	January %
PRIMARY REASON FOR OFFICER INVESTIGATION:		
Call Related	11	11%
Officer Initiated	87	89%
Not Provided	0	0%
<i>TOTAL</i>	98	100%
INFORMATION OBTAINED BY:		
Officer's Perception	78	80%
Investigation	20	20%
Not Provided	0	0%
<i>TOTAL</i>	98	100%
RELIGIOUS DRESS:		
Yes	0	0%
No	98	100%
Not Provided	0	0%
<i>TOTAL</i>	98	100%
PRIMARY REASON FOR STOP:		
Moving Violation	65	66%
Equipment Violation	22	22%
Criminal Offense/Probable Cause	5	5%
Other Violation	4	4%
To Render Service	0	0%
Suspicious Circumstances	0	0%
Pre-existing Knowledge	2	2%
Special Detail	0	0%
Multiple Reasons	0	0%
Not Provided	0	0%
<i>TOTAL</i>	98	100%
ACTION TAKEN:		
Citation	73	74%
Search	0	0%
Warning	12	12%
Arrest	13	13%
Warrant Arrest	0	0%
Assistance Provided	0	0%
No Action	0	0%
Not Provided	0	0%
<i>TOTAL</i>	98	100%

Bias-Based Policing Statistics

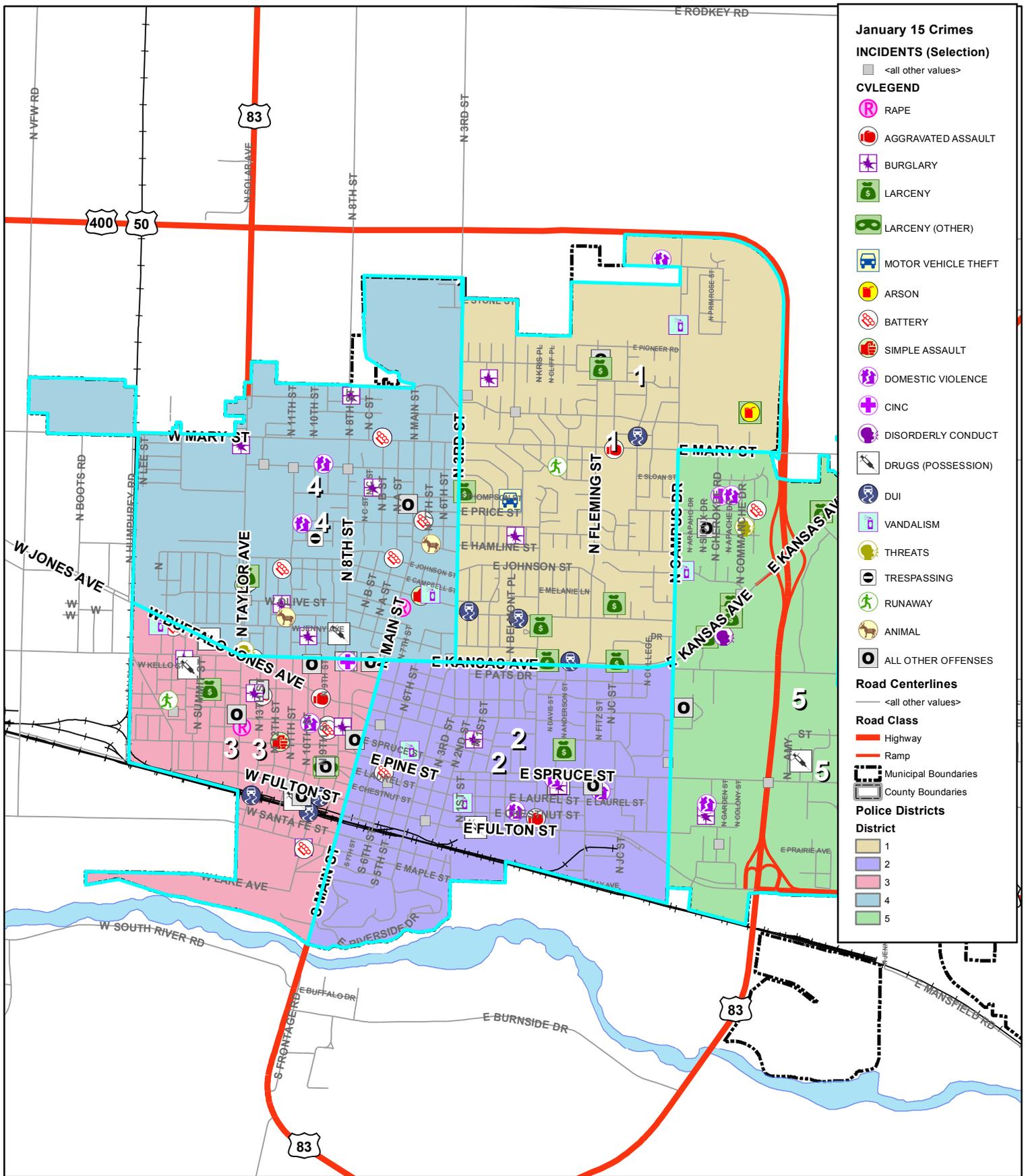
January 2015

	January #	January %
SEARCH RATIONALE:		
Not Applicable	89	91%
Vehicle Indicators	3	3%
Verbal Indicators	0	0%
Physical/Visual Indicators	2	2%
Document Indicators	1	1%
Incident to Arrest	3	3%
Other	0	0%
More Than One Reason	0	0%
Not Provided	0	0%
<i>TOTAL</i>	98	100%

TYPE OF SEARCH:		
No Search Conducted	87	89%
Consent Search Conducted	2	2%
Inventory	0	0%
Stop and Frisk	0	0%
Search Warrant	0	0%
No Search/Consent Denied	0	0%
Search Incident to Arrest	8	8%
Plain View	0	0%
Probable Cause	1	1%
More Than One Type	0	0%
Not Provided	0	0%
<i>TOTAL</i>	98	100%

CONTRABAND SEIZED:		
None	97	99%
Currency	0	0%
Firearms	0	0%
Other Weapons	0	0%
Drugs/Paraphernalia	1	1%
Alcohol/Tobacco Products	0	0%
Stolen Property	0	0%
Other	0	0%
More Than One Type	0	0%
Not Provided	0	0%
<i>TOTAL</i>	98	100%

Hispanic	Arrests	8	13%
	Citations	43	72%
	Warnings	9	15%
Non-Hispanic	Arrests	5	13%
	Citations	30	79%
	Warnings	3	8%



January 15 Crimes INCIDENTS (Selection)

- <all other values>
- Ⓡ RAPE
- Ⓢ AGGRAVATED ASSAULT
- Ⓣ BURGLARY
- Ⓤ LARCENY
- Ⓥ LARCENY (OTHER)
- Ⓦ MOTOR VEHICLE THEFT
- Ⓧ ARSON
- Ⓨ BATTERY
- Ⓩ SIMPLE ASSAULT
- ⓐ DOMESTIC VIOLENCE
- ⓑ CINC
- ⓓ DISORDERLY CONDUCT
- ⓔ DRUGS (POSSESSION)
- ⓕ DUI
- ⓖ VANDALISM
- ⓗ THREATS
- Ⓢ TRESPASSING
- Ⓣ RUNAWAY
- Ⓤ ANIMAL
- Ⓥ ALL OTHER OFFENSES

Road Centerlines

- <all other values>
- Highway
- Ramp
- Ⓜ Municipal Boundaries
- Ⓝ County Boundaries

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 PROJECT UPDATES
2015**

Revision No. 2 - Date: February 11, 2015

Completed Projects

Carry Over Projects From 2014

Proposed Project Pending

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
ENGINEERING - ADMINISTRATIVE																	
Capital Improvements Bond Issue									Ord?	Sale?	Closed?			0%	?/?/2015	0%	
Petitions for New Developments														0%		0%	
ENGINEERING - HIGHWAYS & MAJOR STREETS																	
A. STATE/FEDERAL AID																	
KLINK Fulton St. to Kansas			Const?	Const?	Const?									100%	8/29/13	80%	\$587,081 City share \$387,081
East Kansas Ped/Bike Facility		Easements	Bid?	Const?	Const?	Const?	Const?							95%		0%	\$831,000 2015 construction City share \$166,200
GI - Kansas Avenue Widening	Design		Right-of-way?		Bid?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	95%		0%	\$1,743,800 2015 work City share \$893,800	
KLINK - FY2014, 15 & 16						Design?	Design?	Design?	Design?	KDOT?	KDOT?	Bid?	0%		0%	\$800,000 2015-16 work City share \$400,000	
B. TE PROJECTS																	
Windsor Hotel stabilization	Const	Const	Const?	Const?	Const?	Const?	Const?							100%	3/13/14	54%	\$924,423 Preservation Alliance share \$313,063
ENGINEERING - LOCAL STREETS																	
A. CITY RECONSTRUCTION/CONSTRUCTION																	
KDOT Fund Exchange projects				Bid?	Const?	Const?	Const?	Const?						0%	?/?/2015	0%	\$285,000 FY 2014 - postponed to 2015, Arterial & Collector Modified Sealing
KDOT Fund Exchange projects		Decide	Apply?	KDOT?	KDOT?	KDOT?			Design?	Design?	Bid?			0%	?/?/2015	0%	\$286,000 FY 2015 - West Fulton, West Buffalo Jones?
Harvest Street Construction	Design	Design	Bid?	Const?	Const?	Const?	Const?							90%	?/?/2015	50%	\$150,000 Working with developer.
New Community Sidewalks		Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	0%		100%	\$30,000 \$0.00 - New Sidewalks throughout the Community, Filling Gaps	
B. DRAINAGE PROJECTS																	
FEMA Floodplain related projects														0%	On-hold	0%	Waiting on FEMA's letter.
C. TRAFFIC SIGNAL PROJECTS																	
Pedestrian Activated Warning Sign								Order?	Install?	Install?	Install?	Install?		0%	In-house	0%	\$ 15,000
Vehicle Detection Upgrades								Order?	Install?	Install?	Install?	Install?		0%	In-house	0%	\$ 35,000
D. SUBDIVISION CONSTRUCTION & SPECIAL ASSESSMENT PROJECTS																	
Samy Addition	Const	Const	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	100%	7/29/14	80%	\$1,575,000 Infrastructure for the Old Chicago, hotel & waterpark project
Clarion Park Estates	Const	Const	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	100%		15%	\$1,153,000 subdivision improvements
Prairie View Acres	Const	Const	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	100%		5%	subdivision improvements
PUBLIC WORKS - STREET MAINTENANCE PROJECTS																	
Steve																	
Street Sealing Program				Bid?	Const?	Const?								100%	?/?/2015	0%	\$414,190 Cycle Two
Crack Sealing Program	FINAL									Bid?	Const?	Const?		100%	?/?/2015	0%	\$143,424 2015 Cycle 2(172,000 lbs. \$191,150) - 2016 Cycle 3(186,000 lbs. \$212,900)
Community Sidewalk/Driveway	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	0%		0%	\$30,000 (Res. 0 - \$0 & Com. 0 - \$0, Obligated \$0, Available Funds \$0)
FIRE																	
Design Fire Station Remodel	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	0%		0%	\$85,000 Design the Central Fire Station addition and remodel.
POLICE																	
Design Indoor Shooting Range	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	0%		0%	\$50,000 Conduct a study and 30% preliminary design plans.

CITY PROJECT UPDATES 2015

Revision No. 2 - Date: February 11, 2015

Completed Projects

Carry Over Projects From 2014

Proposed Project Pending

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
PUBLIC WORKS - PARKS & GROUNDS																	
2014 Street Tree Pruning Prog.					Mark?	Bid?	Const?	Const?	Const?	Const?			0%	1/??/2015	0%	\$20,000	Carry over project for 2015, waiting on tree damage after the winter.
Maintenance Sealing Program					Const?	Const?	Const?	Const?					100%		0%	\$28,100	Carry over project for 2015
Entryway Improvements	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Bid?	Const?	Const?	Const?		0%	1/??/2015	0%	\$25,000	Working with CVB on the design of the entryway signs.
Sports Complex/Building Improve.				Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?		0%	1/??/2015	0%	\$70,000	Make improvements to sports complexes and public buildings.
Santa Fe Park Project	Design	BID	Const?	Const?	Const?	Const?							100%	2/10/15	0%		City/County Project to relocate the Santa Fe Park
REGIONAL AIRPORT																	
Design Partial Twy F and Twy C	Design	Design?	Design?										60%		0%	\$196,809	FAA Grant approved 6/11/14, City Share \$23,520
Construct Partial Twy F and Twy C				Bid?			Const?	Const?	Const?	Const?			0%		0%	\$1,369,128	FAA Grant approved 6/11/14, City Share \$136,914
Snow Removal Equipment	Design?	Design?	Design?	Design?	Bid?	Purchase?							0%		0%	\$977,200	FAA Grant approved 6/11/14, City Share \$97,720
RECREATION																	
Finnup Park Walking Trail Phase 2			Const?	Const?	Const?								100%	4/10/14	20%	\$60,000	Sunflower Trails Grant to Rec Commission, City share \$30,000
Swimming Pool pipe replacement	Const	Const	Const?	Const?									100%		40%	\$175,000	replace filler pipelines in pool floor and reconstruct west wall
ZOO																	
Elephant Yard Expansion													0%		0%	\$423,000	Under Review
Giraffe Bull Yard Renovation						Const?	Const?	Const?	Const?				100%		0%	\$36,000	Finnup Foundation \$15,000, City \$21,000
Maintenance Sealing Program					Const?	Const?	Const?	Const?					100%	1/??/2015	0%	\$19,630	In-house process
ELECTRIC																	
SCADA Development	Const?	Const?	Const?	Const?	Const?	Const?	Const?						100%		90%	\$125,000	System Monitoring
Street Construction Lighting Upgrade	Design	Bid?		Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$31,586	Kansas Ave (7th to 3rd)
Upgrade Street Lighting	Design	Bid?	Contract?			Const										\$18,501	Palace Drive
Substation #6 Transformer Repair	Bid	Contract	Const													\$35,000	De-gas both power transformers
Various Substations	Plan	Plan	Install	Install						Install	Install	Install				\$13,000	Wildlife mitigation
System Improvements (CIP 2015-13)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$226,698	Belmont to Squire
System Improvements (CIP 2015-9)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$139,641	Labrador Ridge Phase 3 rebuild
System Improvements (CIP 2015-2)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$155,332	Terrace to Belmont
System Improvements (CIP 2015-14)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$103,143	Cottontail-Windyview-Pioneer
System Improvements (CIP 2015-15)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$168,792	Fleming-Campus, Mary-Windyview
System Improvements (CIP 2015-10)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$40,887	Kingsbury-Mary-Coachman
WATER																	
Pressure Zone Change Valving	Design	Design?	Bid		Const?	Const?							50%			\$50,000	Control valve for pressure zone changes SE part of City
Lyle/Theron Main Replacement	Design	Design?	Bid		Const?	Const?							50%			\$240,000	Replace old main in problem area
Building Construction		Const	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	100%	12/29/15		\$1,201,800	New Water Service Building at Electric Service Facility
Main Replacement - Lyle Avenue	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?				\$164,000	Lyle Avenue - recommended from 2014
Main Replacement - 7th Street	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?				\$36,000	Seventh Street (Laurel to Holmes) 3000' (2016 project)
Master Control Valve	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?				\$74,000	Fulton east of the US83/US 50 interchange. Highly recommended in 2014 Master P

**CITY PROJECT UPDATES
2015**

Revision No. 2 - Date: February 11, 2015

Completed Projects

Carry Over Projects From 2014

Proposed Project Pending

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
WATER CONT.																	
Main and Kansas Tower																\$140,000	Clean and paint water tower
Water Main Cleaning Rehabilitation																\$21,000	Fifth Street (Fulton to Spruce)
Water Main Cleaning Rehabilitation																\$9,000	Conkling Avenue (Wallace to W Gibson)
Water Main Cleaning Rehabilitation																\$13,950	Summit Street (W Kansas to Wallace)
Water Main Cleaning Rehabilitation																\$7,830	Wallace Street (Summit to Bancroft)
Water Main Cleaning Rehabilitation																\$17,070	Chesterfield Street (Chesterfield - L Shaped Street)
Water Main Cleaning Rehabilitation																\$8,655	N Stoeckly Place (St John to Chesterfield)
Water Main Cleaning Rehabilitation																\$8,655	N Eugene Place (St John to Chesterfield)
Water Main Cleaning Rehabilitation																\$14,370	St John (Inge to Chesterfield)
WASTEWATER																	
SCADA Development		Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Const?	Const?	75%			\$125,000	WWTP Operation and Security
Airport Lagoon			Design?			Const?							0%			\$85,000	Rip-rap banks per KDHE
Campus & Harding Lift Station		BID		Const?	Const?	Const?							100%	1/27/15		\$119,800	Rehab Lift station from wet/drywell to wetwell/submersible pumps
Manhole Rehabilitation			Const?	Const?												\$45,000	Various
Rehabilitation of Lift Station			Const?	Const?												\$115,000	Campus and Harding
Rehabilitation of Lift Station									Const?	Const?						\$115,000	Mary Street
Design of Major Electrical Repairs		Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?				\$85,000	Oxidation Ditch



CITY OF GARDEN CITY ZOO DEPARTMENT JANUARY 2015 MONTHLY REPORT

ANIMAL DIVISION

ACCESSIONS:

Births/Hatchings

0.1 Addax

Transactions (Purchases, donations, etc.)

None

DEACCESSIONS

Deaths

1.4	Madagascar hissing cockroach	Undetermined
0.0.1	Milksnake	Systemic bacterial plaques and stomatitis
0.1	Roadrunner	Euthanized due to complications from broken leg
0.0.1	Woodhouse's toad	Liver cancer

Transactions (Sales, donations, etc.)

None

USDA inspection. Otters back on exhibit. Working with Whitney and Maintenance on otter and panda camera systems in anticipation of new births. Black footed ferret treated for gastroenteritis. General Curator attended Foreign Animal Disease outbreak workshop. Initiated group meetings for keepers doing animal training.

ADMINISTRATION DIVISION

Director attended the AZA Directors' Policy Workshop. Conference call with Director, General Curator, GLMV architect and construction company on elephant exhibit expansion project. Orientation for the new Facilities Manager. Worked on start up for LRZ use of San Diego Zoo Global Academy which will be used for staff and volunteer continuing education. End of year budget review. Compiling items for Finnup Foundations Trust Report (2014) and Request (2015). Discussed generator issues with the Electric Department. Discussed possible Drainage project with Parks Department and Zoo Facilities Manager. All-staff meeting: Zoo Biz game. All staff attended training on City's new employee review system.

EDUCATION DIVISION

The education division gave 103 formal programs to 2654 people, and 80 people in 4 classes learned from a discovery box check-out. The annual volunteer recruitment event was held with an attendance of ~20 people. Training began with 19 potential volunteers. The mid-year report for the Disney play space grant was submitted as well as an additional grant application to Burning Man Arts for the spirit nest in the play space. Creating three new signs for the large aviary flight in the winter. Emily Dodge started as Education Aide on January 5th and began training. New animal info sheets and animal handling guides were researched and created. A Valentine's Day event is being planned for Saturday, February 14th. Education and Animal divisions participated in renewed effort to create healthy living video for kids.

MAINTENANCE DIVISION

The otters are back on exhibit after the ozone system and secondary valve were repaired. Work continued in the rhino yard. Several small projects are underway including repair and modification to the old red panda enclosure; structure, stair, and plank repairs on the walkway; muntjac fence installation; design/build modification to the public fence around rhino and elephant yards; sign and graphic repairs and installs; design/build storage sheds for keeper equipment and tools; public fence repairs; and general building weatherization. Time was also devoted to landscape cleanup and a variety of zoo maintenance and repair needs, i.e., vehicles and cart repairs, electrical maintenance, rust and chipping paint, fraying door operator cables, failing swing gates, as well as many more necessities that help keep the zoo running smoothly.

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: 2/11/2015
Re: An Amendment to the rezoning Ordinance No. 2592-2013 to repeal this ordinance and to create the R-1 and R-3 zoning districts for the Chappel Heights First Addition subdivision

ISSUE: Staff is requesting an amended rezoning ordinance be adopted for Chappel Heights First Addition, to correct an error in the adopted zoning district.

BACKGROUND: Staff has discovered an error in the adopted zoning district for Chappel Heights First Addition. The original rezoning case, GC2013-12, was presented to the Planning Commission and the City Commission and approved to be rezoned from the "L-R" Low Density Residential District (a County zoning district) to the "R-1" Single Family Residential and "R-3" Multiple Family Residential Districts. However, the rezoning Ordinance No. 2592-2013 only included the "R-3" Multiple Family Residential District. This amended ordinance will repeal the original Ordinance No. 2592-2013 in its entirety and adopt a new rezoning ordinance reflecting the proper zoning districts. A diagram has been included that indicates the location of the specific "R-1" and "R-3" districts of the Chappel Heights subdivision.

ALTERNATIVES: The Governing Body may:

1. Approve the amended Ordinance as presented,
2. Deny the requested amended ordinance.

RECOMMENDATION: Staff recommends approval of the amended Ordinance.

FISCAL NOTE: There will be no financial impact to the City with this proposed amendment.

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

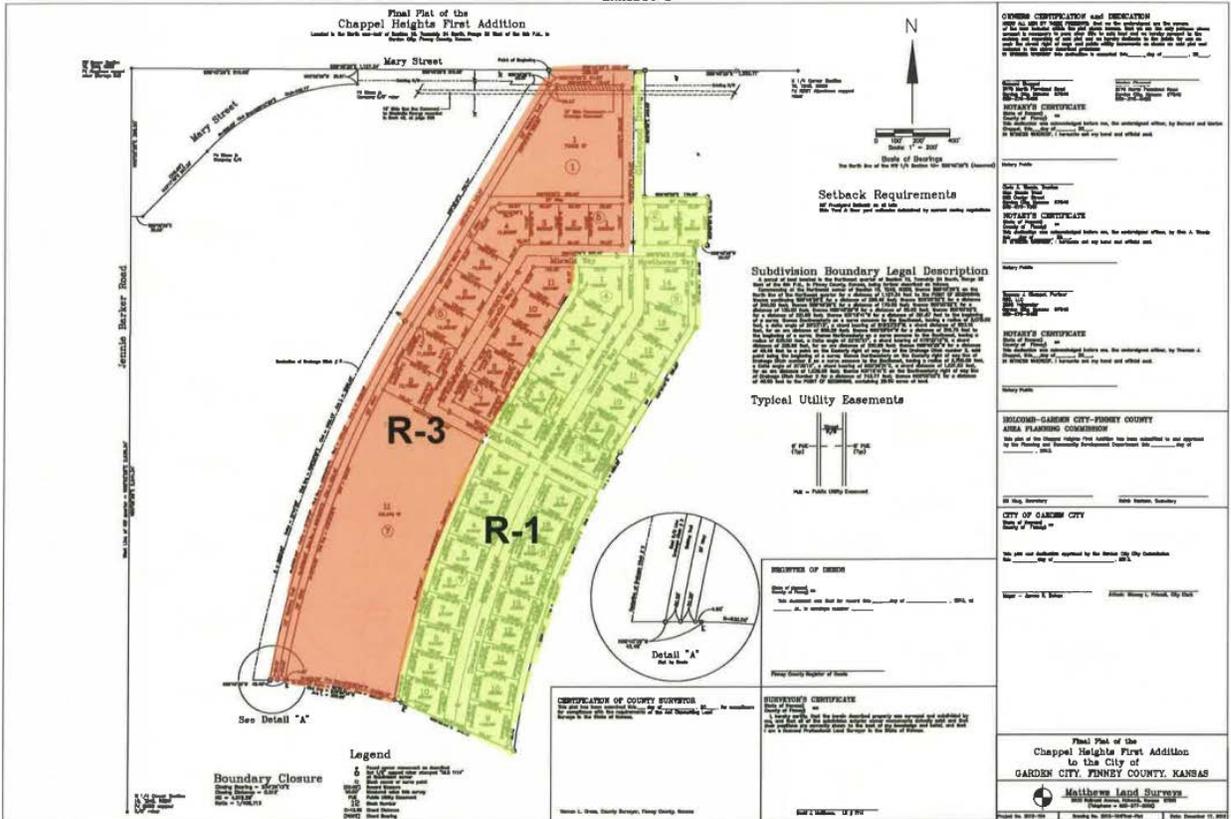
INSPECTIONS
620-276-1120
inspection@garden-city.org

CODE COMPLIANCE
620-276-1120
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**PLANNING AND
ZONING**
620-276-1170
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Residential Zoning Districts for the Chappel Heights First Addition



ORDINANCE NO. _____

AN ORDINANCE REZONING LAND FROM "L-R" LOW DENSITY RESIDENTIAL DISTRICT TO "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT AND "R-3" MULTIPLE FAMILY RESIDENTIAL DISTRICT IN THE CITY OF GARDEN CITY, KANSAS; AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GARDEN CITY, KANSAS; REPEALING THE CURRENT DISTRICT ZONING MAP AND ORDINANCE 2592-2013; 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. Ordinance No. 2592-2013, adopted on May 7, 2013 by the Governing Body of the City of Garden City which became effective on May 11, 2013 is hereby amended to correct the zoning districts established.

SECTION 2. The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2528-2011 with all amendments thereto, is hereby amended as follows:

The boundary of the "R-1" Single Family Residential District is hereby amended to include the following described real property:

Block 2, lots 1-2; Block 3, lots 8-14; Block 4, lots 1-6; Block 6, lots 9-17; and Block 7 lots 2-10 of the Final Plat of the Chappel Heights First Addition Located in the North one-half of Section 10, Township 24 South, Range 32 West of the 6th P.M., in Garden City, Finney County, Kansas

SECTION 2. The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2528-2011 with all amendments thereto, is hereby amended as follows:

The boundary of the "R-3" Multiple Family Residential District is hereby amended to include the following described real property:

Block 1, lot 1; Block 4, lots 7-11; Block 5, lots 1-9; and Block 7 lot 11 of the Final Plat of the Chappel Heights First Addition Located in the North one-half of Section 10, Township 24 South, Range 32 West of the 6th P.M., in Garden City, Finney County, Kansas

SECTION 3. Ordinance No. 2592-2013, as previously existing, is hereby repealed.

SECTION 4. The District Zoning Map referred to in the Zoning Regulations Article 3, Section 3, of the City of Garden City, Kansas, adopted by Ordinance No. 2528-2011, as previously existing and amended, is hereby amended, to be consistent with the amendments set forth herein.

SECTION 5. The current Zoning Ordinance and District Zoning Map of the City of Garden City, Kansas, as previously existing and amended, are repealed, to be replaced as amended in this ordinance.

SECTION 6. 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 17th day of February, 2015.

ROY GESSNA, Mayor

ATTEST:

CELYN N. HURTADO,
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL,
City Counselor



PUBLIC UTILITIES DEPARTMENT

MIKE MUIRHEAD
Public Utilities
Director
301 N 8th 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 11th St
620.276.1292

ED BORGMAN
Waste Water
Superintendent
345 S Jennie Barker Rd
620.276.1281

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MEMORANDUM

TO: Governing Body
THRU: Matt Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE : January 26, 2015
RE : Black Hills Energy Natural Gas Franchise Renewal

ISSUE:

Consideration and approval of natural gas franchise renewal for Black Hills Energy.

BACKGROUND:

Black Hills Energy was issued a 10 year franchise agreement in 2005 by City Ordinance No. 2298 for the purpose of providing natural gas within the City of Garden City's cooperate boundaries. Ordinance No. 2562-2012 was passed by the Governing Body in September of 2012 increasing the franchise fee from 4% to 5% of gross receipts from the sale, distribution or transportation of natural gas as measured by the customers meter. The current franchise agreement expires in April of 2015.

The table below reflects franchise fee payments made to the City of Garden City for the past 3 years.

Date	Amount	Name
1/11/2012	91,346.69	CITY OF GARDEN CITY
4/5/2012	140,749.16	CITY OF GARDEN CITY
7/10/2012	55,657.29	CITY OF GARDEN CITY
10/9/2012	44,935.60	CITY OF GARDEN CITY
1/9/2013	95,887.66	CITY OF GARDEN CITY
4/12/2013	188,449.78	CITY OF GARDEN CITY
7/12/2013	112,927.70	CITY OF GARDEN CITY
10/11/2013	56,489.82	CITY OF GARDEN CITY
1/13/2014	109,742.42	CITY OF GARDEN CITY
4/8/2014	211,894.36	CITY OF GARDEN CITY
7/7/2014	99,009.16	CITY OF GARDEN CITY
10/7/2014	58,017.06	CITY OF GARDEN CITY

Black Hills Energy has followed all provisions outlined in the current franchise agreement and works extremely well with all departments within the City. Black Hills Energy has been, and continues to be a very good cooperate neighbor in Garden City.



**PUBLIC UTILITIES
DEPARTMENT**

MIKE MUIRHEAD
Public Utilities
Director
301 N 8th 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 11th St
620.276.1292

ED BORGMAN
Waste Water
Superintendent
345 S Jennie Barker Rd
620.276.1281

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The proposed franchise renewal term is for a 15 year period with openers in the 5th and 10th year should it be determined necessary to amend it. The franchise fee will remain at the current rate of 5% of gross receipts

ALTERNATIVE:

- 1) Pass the proposed ordinance and authorize the Mayor to sign and the City Clerk to attest.
- 2) Do not pass the proposed ordinance and direct staff to investigate other alternatives.

RECCOMENDATION:

Staff recommends approval of alternative #1

FISCAL NOTE:

All franchise fees collected are deposited into the general fund.

Ordinance No. _____

An Ordinance granting Black Hills/Kansas Gas Utility Company, LLC d/b/a Black Hills Energy, a Kansas corporation, its lessees, successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Garden City, Kansas

Be it ordained by the Governing Body of the City of Garden City, Kansas, as follows:

FRANCHISE GRANTED

The City of Garden City, Kansas (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Black Hills/Kansas Gas Utility Company, LLC d/b/a Black Hills Energy, a Kansas limited liability corporation (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

TERM

The franchise granted hereunder shall remain in effect for a period of fifteen (15) years from the effective date of this Ordinance, as determined pursuant to state law. Grantor or Grantee may, for good cause, review this Ordinance and propose amendments thereto on the fifth (5th) or tenth (10th) anniversary of the effective date of this Ordinance. Grantor or Grantee shall notify the other party in writing, no later than one hundred and eighty (180) days before the 5th or 10th anniversary of the effective date of this Ordinance if it desires to amend the Ordinance. The Ordinance shall be amended only in a manner mutually agreed upon by Grantor and Grantee. The Grantor and Grantee shall negotiate in good faith to agree upon mutually satisfactory amendment(s). This Ordinance shall continue as written, unless amended as provided in this section. The effective date of this Ordinance and any amendments thereto shall be determined pursuant to state law.

FRANCHISE FEES OR TAXES

In consideration of the franchise granted herein, Grantee shall collect from its customers, located within the corporate limits of the City, and pay to the City an amount equal to:

- (1) Five percent (5%) of gross receipts received from the sale, distribution or transportation of natural gas, as measured at the customer's meter, delivered within current and future corporate limits of the City, and
- (2) A sum equal to the Volumetric Rate multiplied by the number of MMBtu of transported gas, as measured at customer's meter, delivered within current or future corporate limits of the City, for those customers who so qualify.
- (3) The sums in (1) and (2) shall be adjusted for the net write-off of uncollectible accounts and corrections of bills theretofore rendered.

Grantee shall at all times maintain an adequate pressure and supply of clean, standard natural gas. Volumes billed will be adjusted for heat content on the basis of 1,000 Btu per cubic foot.

Effective January 1, 2015, a Volumetric Rate will be implemented based on the Settlement Prices for natural gas futures contracts traded on the New York Mercantile Exchange (NYMEX) on the 15th day of each month as published daily in the Wall Street Journal (WSJ) on the following business day (or the next day in which a Settlement Price is published) for the twelve-month period beginning in July of the second preceding year and ending in June of the preceding year. For the 15th day of each month during said twelve-month period, the Settlement Prices for the next twelve months will be summed and divided by twelve to determine an average Settlement Price. The average Settlement Prices for each of the twelve months shall then be summed and divided by twelve and multiplied by 5% to obtain the Volumetric Rate.

Thereafter, the Volumetric Rate shall be recalculated annually by the City each July following the process herein described, to be effective January 1 of the next succeeding year and shall be effective upon filing of the completed Volumetric Rate Calculation Form with the City Clerk without the requirement of amendment of this ordinance.

Grantee shall apply for an annual permit for work conducted in the right-of-way. The terms of the permit requires advance notice of work performed. Cost is outlined in the schedule of fees in City Code.

The amount paid by Grantee shall be in lieu of, and Grantee shall be exempt from, all other occupation, license, excise or right-of-way permit fees or taxes which the City may impose for the rights and privileges herein granted for the privilege of doing business within the City's right-of-ways, and in the event any such fee, charge, license, tax or assessment shall be imposed by the City, the payment to be made in accordance with the provisions of this section shall be reduced in an amount equal to the annual burden of such fee, charge, license, tax or assessment imposed upon the Grantee. However, Grantee shall not be exempt from and shall remain obligated to pay: (1) ad valorem property taxes imposed generally upon its real and personal property; and (2) all fees, licenses and permits for business activities not directly associated with the sale and delivery of natural gas within the City.

Any consideration hereunder shall be reported and paid to the City by Grantee on a quarterly basis. Such payment shall be made not more than thirty (30) days following the close of the

period for which payment is due. Initial and final payments shall be prorated for the portion of the period at the beginning and end of the term of this Ordinance.

Grantee shall list the local franchise fee collected from customers as a separate item on bills for utility service issued to customers. If at any time an authority having proper jurisdiction, prohibits such recovery, then Grantee will no longer be obligated to collect and pay the franchise fee herein contemplated. Grantee, with written agreement of the City, may discount or reduce the franchise fee payable for natural gas delivered to a specific customer of Grantee when it is required to reduce the franchise fee to retain the business of that customer.

The City shall provide copies of annexation ordinances to Grantee on a timely basis to ensure appropriate franchise fee collection from customers within the corporate limits of the City. Grantee's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later: (a) of sixty (60) days after such Grantee's receipt from the Grantor of an updated Map including such annexed area, or (b) such time after such Grantee's receipt from the Grantor of an updated Map including such annexed area as is reasonably necessary for such Grantee to identify the customers in the annexed area obligated to pay the franchise fee.

The City shall have access to and the right to examine during normal business hours, those of Grantee's books, receipts, files, records and documents that are necessary to verify the correctness of payments due hereunder. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, then such mistake shall be corrected promptly upon discovery, such that any under-payment by Grantee shall be paid within 30 days of the recalculation and any over-payment by Grantee shall be discounted from the next payment(s) due by such Grantee to the Grantor; provided, however, that neither party shall have the obligation to correct a mistake that is discovered more than one (1) year after the occurrence thereof. The Grantor shall indemnify the Company from claims of any nature, including attorney fees, arising out of or related to the imposition and collection of the franchise fee. In addition, the Company shall not be liable for franchise fees from or refunds too any customer originally or subsequently identified, or incorrectly identified, by the Grantor or by the Company as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees.

GOVERNING RULES AND REGULATIONS

The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper jurisdiction take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties

of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor.

PROVISION FOR INADEQUATE ENERGY SUPPLIES

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

CONSTRUCTION AND MAINTENANCE OF GRANTEE'S FACILITIES

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good a condition as existed immediately prior to excavation.

Grantee agrees that for the term of this franchise, it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance and will fix its excavations within a commercially reasonable time period, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request and Grantor shall issue any permits or authorizations required by Grantor for the actions conducted by Grantee during the emergency situation.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as practical in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

EXTENSION OF GRANTEE'S FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Kansas Corporation Commission make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

RELOCATION OF GRANTEE'S FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, if such removal is necessary to prevent interference with Grantor's facilities.

If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference with such project, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief.

FORCE MAJEURE

It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid

force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

HOLD HARMLESS

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or equipment; provided, however, that Grantee need not save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

SUCCESSORS AND ASSIGNS

All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.

NO THIRD PARTY BENEFICIARIES

This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

SEVERABILITY

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

NON WAIVER

Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

REPEAL CONFLICTING ORDINANCES

This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 2298 and 2562-2012 of the City of Garden City, Kansas, are hereby repealed as of the effective date hereof.

EFFECT AND INTERPRETATION OF ORDINANCE

The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

EFFECTIVE DATE AND ACCEPTANCE

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon Grantee’s acceptance by written instrument, within sixty (60) days of passage by the Governing Body, and filing with the Clerk of the City of Garden City, Kansas. The Clerk of the City of Garden City, Kansas shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

Passed and approved by the Governing Body of the City of Garden City, Kansas, this _____ day of _____, 2015.

Mayor

Attest:

Clerk of City of Garden City, Kansas

RESOLUTION NO.

A RESOLUTION OF THE CITY OF GARDEN CITY, KANSAS, OPPOSING THE KANSAS STATE LEGISLATURE'S CONSIDERATION OF MAKING MUNICIPAL ELECTIONS PARTISAN AND MOVING THEM TO THE FALL OF EVEN NUMBERED YEARS.

WHEREAS, the Senate Ethics and Elections Committee of the Kansas Legislature originally considered SB 171, which would make nonpartisan city and school elections partisan and move them to the fall of even numbered years to be held in conjunction with state and federal elections; and,

WHEREAS, cities are not extensions of State and Federal government; they are municipal corporations best governed by local elected boards with the freedom to choose the best practices and techniques to manage their unique business and governmental services; and,

WHEREAS, the State Statutes currently in place providing for citizens to self-determine the best characteristics of governance for their community were established in 1917 in a response to the nationwide failure of party politics to be an effective or efficient way to manage local public services; and,

WHEREAS protecting home rule and preserving local determination in the governance of municipal corporations is a cornerstone of the City's legislative policy; and,

WHEREAS, the City feels that said legislation would unnecessarily interfere with local elections and would create the likelihood that local issues would be lost or ignored by voters during the course of large scale federal and state partisan elections; and,

WHEREAS, the City has concerns its issues would be relegated to the bottom of the ballot if placed with state and national elections leading to voter apathy with regards to such local issues; and,

WHEREAS, the City has concerns that partisan elections will harm the quality of city governments in Kansas and prohibit federal employees and active duty military from running for local office; and,

WHEREAS, the City is opposed to moving its elections to the fall of even numbered years.

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

The City of Garden City officially opposes SB 171 or any other legislation that would make local elections partisan or that moves local elections to the fall of even numbered years to be held in conjunction with state and federal elections.

ADOPTED by the Governing Body of the City of Garden City, Kansas on this 17th day of February, 2015.

ROY CESSNA, Mayor

Attest:

CELYN N. HURTADO, City Clerk

Old Business

New Business



TRIPLETT, WOOLF & GARRETSON, LLC

LAW FIRM

MEMORANDUM

To: Mayor and City Commissioners, City of Garden City, Kansas
From: Mary Carson, Triplett, Woolf & Garretson, LLC
Date: February 13, 2015
Re: Wheatland Electric Cooperative, Inc. request to direct Security Bank of Kansas City (“Bond Trustee”) to call for redemption three series of outstanding Water Supply Revenue Bonds issued by the City on behalf of Wheatland Electric Cooperative, Inc., designated Water Supply Revenue Bonds, Series 2005; Taxable Water Supply Revenue Bonds, Series 2010; and Water Supply Refunding Revenue Bonds, Series 2011.

Issue

The Governing Body is asked to direct the Bond Trustee to call for redemption the Series 2011 Bonds and the Series 2005 Bonds as described in a letter from Bruce Mueller, Wheatland Electric, dated February 11, 2015. The governing Body is also asked to direct the Bond Trustee to call the Series 2010 taxable bonds as described in a February 13, 2015 letter from Mr. Mueller.

Background

The City currently has three series of bonds outstanding, issued under the Kansas industrial revenue bond statutes, on behalf of Wheatland Electric Cooperative, Inc. (“Wheatland”) to finance Wheatland’s water utility facilities. The Series 2005 and the Series 2011 Bonds were issued as “exempt facility” under the Internal Revenue Code of 1986 and applicable regulations (the “Code”). As such, interest on the Bonds paid to bond owners is not included in gross income for federal income tax purposes. The Code imposes requirements on Wheatland that must be complied with to provide the interest on the Bonds will be and continue to be excluded from gross income. One such requirement is that Wheatland remains a regulated public water utility whose rates for furnishing water are reviewed and approved by the Kansas Corporation Commission (KCC) or a similar agency. Wheatland recently obtained an order from the KCC deregulating its operations, and although Wheatland requested the KCC to continue regulation of the water operations, the KCC declined. Wheatland has decided not to appeal the KCC order or otherwise attempt to regulate the water operations in compliance with the Code. The Code now requires Wheatland take “remedial action” with respect to the Series 2005 and Series 2011 Bonds to avoid a finding that interest on the Bonds is taxable.

The required remedial actions provide the affected bonds will continue to meet the requirements of the Code (and not be determined taxable) if (i) all the now “non-

qualified” bonds are redeemed on the earliest call date after the date the non-qualification occurs; or, (ii) if bonds are not callable within 90 days of that date, a defeasance escrow is created for such bonds providing that the bonds will be called on the earliest call date. The Series 2005 Bonds are now subject to optional redemption by the City, as issuer of the bonds, upon instructions from Wheatland, as obligor on the Bonds. The Series 2011 Bonds maturing on and after September 1, 2017 are subject to redemption on and after September 1, 2016. Under the remedial action rules, a defeasance escrow account must be created containing cash and investments sufficient to pay principal and interest on the 2011 Bonds until the earliest optional redemption date of September 1, 2016, and to pay the balance of the 2011 Bonds on the redemption date. Wheatland’s letter addressed to the City and the Bond Trustee dated February 11, 2015 makes this request of the City.

The City’s Taxable Water Supply Revenue Bonds, Series 2010 were issued on behalf of Wheatland to finance water facilities that did not otherwise qualify for tax-exemption under the Code. The interest paid on the Series 2010 is included in gross income for federal income tax purposes and the KCC order does not affect the status of the Series 2010 Bonds. In looking at financing for the redemptions of the tax-exempt bonds Wheatland has chosen to call the Series 2010 Bonds for redemption as well, as described in the second letter from Wheatland (dated February 13, 2014) attached to this memo. The Series 2010 Bonds maturing on and after September 1, 2016 may be redeemed on or after September 1, 2015. This will require creation of a defeasance escrow account with the bond trustee that will pay the Series 2010 Bonds until the redemption date of September 1, 2015.

The City is the issuer of each Series of Bonds, but the Bonds are issued on behalf of Wheatland and Wheatland has the sole obligation to pay principal of and interest on the Bonds either as they mature or on a call for early redemption. The bond documents provide Wheatland may instruct the City to call bonds for redemption and Wheatland has done so. The City, as issuer of the Bonds, now needs to approve the redemption request and direct the Bond Trustee to proceed with the redemption and defeasance of the Bonds. When Wheatland’s funds are deposited with the Bond Trustee under the bond documents or an escrow trust agreement, all of the City’s bonds issued on behalf of Wheatland will be considered paid and no longer outstanding. The City will deed back to Wheatland the Wheatland property currently held by the City and the Bond Trustee as security for payment of each series of Bonds and the City’s relationship with Wheatland regarding financing of the water facilities will end. Because the Bonds are Wheatland’s financial obligation, the City is acting as a conduit issuer of Bonds and should comply with Wheatland’s request. If the City refused to follow the request, Wheatland might sue the City to compel performance under the bond documents.

Alternatives

1. Direct the Bond Trustee to call the Series 2011 tax exempt bonds, the Series 2005 tax exempt bonds, and Series 2010 taxable bonds, as requested by Wheatland.
2. Do not direct the Bond Trustee to call the Series 2011 tax exempt bonds, the Series 2005 tax exempt bonds, and Series 2010 taxable bonds, as requested by Wheatland.

Recommendation

Bond Counsel recommends Alternative 1.

Fiscal Note

There is no direct fiscal note to the City in your consideration of this item.



February 11, 2015

VIA E-MAIL AND U.S. MAIL

City of Garden City, Kansas
Attn: Celyn Hurtado, City Clerk
301 N. 8th Street
P.O. Box 998
Garden City, KS 67846
Fax: (620) 276-1169

Security Bank of Kansas City
Attn: Shawn Hoebener, Pete Gardner, Tracy
Rhodes
701 Minnesota Ave. Suite 206
Kansas City, Kansas 66101
Fax: (316) 721-5248
(913) 279-7960

*RE: \$7,750,000 City of Garden City, Kansas
Water Supply Revenue Bonds, Series 2005
(Wheatland Electric Cooperative, Inc.)*

*\$4,120,000 City of Garden City, Kansas
Water Supply Refunding Revenue Bonds, Series 2011
(Wheatland Electric Cooperative, Inc.)*

Ladies and Gentlemen:

Subject to the conditions stated in the next paragraph of this letter, Wheatland Electric Cooperative, Inc. (the "Corporation") instructs the City of Garden City, Kansas (the "Issuer") to call and redeem prior to their maturity, all of the Issuer's outstanding Water Supply Revenue Bonds, Series 2005 (Wheatland Electric Cooperative, Inc.) (the "Series 2005 Bonds") and to provide any and all necessary notice that, pursuant to Section 302(c) of the Trust Indenture dated as of April 15, 2003, as amended and supplemented by a First Supplemental Indenture dated as of July 1, 2005 (the "2005 Indenture"), by and between the Issuer and Security Bank of Kansas City, as co-trustee (the "Trustee"), the Issuer intends to redeem and pay the Series 2005 Bonds on April 15, 2015 (the "Redemption Date"). The Bonds shall be redeemed at par.

The election and intent to redeem the Series 2005 Bonds is subject to the deposit with the Trustee, on the Redemption Date, of funds in the amount sufficient for the purpose of redeeming, in full, the Series 2005 Bonds. Any notice of redemption required to be mailed to the Bondholders must be conditioned upon the deposit with the Trustee, on the Redemption Date, of funds in the amounts sufficient for the stated purpose of redeeming the 2005 Bonds.

Subject to the conditions stated in the next paragraph of this letter, the Corporation further instructs the Issuer to call and redeem prior to their maturity, the Issuer's outstanding Water Supply Revenue Bonds, Series 2011 (Wheatland Electric Cooperative, Inc.) (the "Series 2011 Bonds") maturing on September 1, 2017 and thereafter, and to provide any and all necessary notice that, pursuant to Section 302(c) of the Trust Indenture dated as of April 15, 2003, as amended and supplemented by a Third Supplemental Indenture dated as of August 15, 2011 (the "2011 Indenture"), by and between the Issuer and Security Bank of Kansas City, as co-trustee (the "Trustee"), the Issuer intends to redeem and pay all of the Series 2011 Bonds maturing on September 1, 2017 and thereafter, on September 1, 2016. The Bonds shall be redeemed at par.

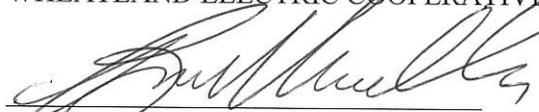
The election and intent to redeem the Series 2011 Bonds is subject to the deposit with the Trustee, pursuant to the terms of an Escrow Trust Agreement dated April 15, 2015, of funds in the amount sufficient for and solely for the purposes stated in the Escrow Trust Agreement, including the defeasance and redemption, in full, the of the Series 2011 Bonds as described in the Escrow Trust Agreement. Any notice of redemption required to be mailed to the Bondholders will be in the form specified in the 2011 Indenture and the Escrow Trust Agreement.

The Trustee is instructed to take all action required under the terms of the 2005 Indenture and the 2011 Indenture to give effect to the redemptions.

Thank you for your consideration. Please contact James McVay, Watkins Calcara, Chtd., Counsel to the Corporation at (620)792-8231 if you have any questions.

Sincerely,

WHEATLAND ELECTRIC COOPERATIVE, INC.



By: Bruce W. Mueller
Title: General Manager

cc: James McVay

[WHEATLAND LETTERHEAD]

February __, 2015

VIA ELECTRONIC MAIL AND

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

CITY OF GARDEN CITY, KANSAS

Attn: Matt Allen, City Manager

301 N. 8th Street

P. O. Box 998

Garden City, Kansas 67846

SECURITY BANK OF KANSAS CITY

Attn: Corporate Trust Department

701 Minnesota Ave., Suite 206

Kansas City, Kansas 66101

*RE: \$8,000,000 City of Garden City, Kansas
Taxable Water Supply Revenue Bonds, Series 2010
(Wheatland Electric Cooperative, Inc.)*

Ladies and Gentlemen:

Subject to the conditions stated in the following paragraph, Wheatland Electric Cooperative, Inc. (the "Corporation") instructs the City of Garden City, Kansas (the "Issuer") to call and redeem, prior to their maturity, all of the Issuer's outstanding Taxable Water Supply Revenue Bonds, Series 2010 (Wheatland Electric Cooperative, Inc.) (the "Series 2010 Bonds") and to provide any and all necessary notice that, pursuant to Section 302(c) of the Trust Indenture, dated as of April 15, 2003, as amended and supplemented by a Second Supplemental Trust Indenture, dated as of December 15, 2010 (the "2010 Indenture"), by and between the Issuer and Security Bank of Kansas City, as co-trustee (the "Trustee"), the Issuer intends to redeem and pay all of the Series 2010 Bonds maturing on September 1, 2016 and thereafter on September 1, 2015. The Bonds shall be redeemed at par.

The election and intent to redeem the Series 2010 Bonds is subject to the deposit with the Trustee, pursuant to the terms of an Escrow Trust Agreement, of funds in the amount sufficient for and solely for the purposes stated in the Escrow Trust Agreement, including the defeasance and redemption, in full, the of the Series 2010 Bonds as described in the Escrow Trust Agreement. Any notice of redemption required to be mailed to the Bondholders will be in the form specified in the 2010 Indenture and the Escrow Trust Agreement.

The Trustee is instructed to take all action required under the terms of the 2010 Indenture to give effect to the redemptions.

In a letter dated February 11, 2015, addressed to the Issuer and the Trustee, we informed you of our election to redeem or provide for the defeasance and subsequent redemption of the Issuer's \$7,750,000 Water Supply Revenue Bonds, Series 2005 (Wheatland Electric Cooperative, Inc.) (the "Series 2005 Bonds") and the Issuer's \$4,120,000 Water Supply Revenue Bonds, Series 2011 (Wheatland Electric Cooperative, Inc.) (the "Series 2011 Bonds"). The decision to provide for the defeasance and redemption of the Series 2010 Bonds as described in this letter, when accomplished, will mean no bonds of the Issuer secured as described in the Trust Indenture, dated as of April 15, 2003, as amended and supplemented by the First Supplemental Trust Indenture, dated July 1, 2005, the Second Supplemental Indenture (defined herein) and the Third Supplemental Indenture, dated as of August 15, 2011, will remain outstanding. Consequently, this letter also provides all necessary notice, pursuant to Section 17.1 of the Lease Agreement, dated as of April 15, 2003, as amended and supplemented by the First Supplemental Lease, dated July 1, 2005, the Second Supplemental Lease, dated December 15, 2010, and the Third Supplemental Lease, dated August 15, 2011 (the "Lease"), by and between the Issuer and the Tenant, that the Tenant intends to purchase the Project (as defined in the Lease), effective on April 15, 2015. This purchase is conditioned upon the redemption or defeasance of the Series 2005 Bonds, the Series 2010 Bonds and the Series 2011 Bonds described in this letter and the February 11, 2015 letter and payment by the Corporation of \$1,000.00 to the City of Garden City, Kansas.

Thank you for your consideration. Please contact James McVay, Watkins Calcara, Chtd., Counsel to the Corporation at (620)792-8231 if you have any questions.

Sincerely,

WHEATLAND ELECTRIC COOPERATIVE, INC.

By Bruce W. Mueller
General Manager

cc: James McVay

Finney County Economic Development Corporation

2014 Annual Report

**Garden City, Kansas
January 21, 2015**



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PURPOSE OF THE ANNUAL REPORT

The intent of the 2014 Annual Report is to present to the public and our partners an overview of Finney County Economic Development Corporation’s yearly activities and projects.

The Annual Report provides a representative view of a variety of activities that FCEDC manages, coordinates and implements throughout the year, all of which are extremely important components to the overall business environment of Finney County. This report is not fully comprehensive of all activities in which FCEDC participates. Furthermore, not every new or existing business that FCEDC has been engaged with during the course of the year is listed as that report would be too cumbersome. However, this should not be construed as an “incomplete” report. Instead, it is intended to provide a sampling to highlight the many and varied functions of FCEDC.

In FCEDC’s role as the lead agency for economic development in Finney County and southwest Kansas, the Board of Directors encourages and values community participation and input. We strive to build a stronger, more diversified economy by facilitating the growth and success of existing and new businesses.

Finney County Economic Development Corp.

1509 Fulton Terrace

Garden City, KS 67846

620-271-0388 • www.ficoedc.com



**Finney County
Economic Development Corporation**

2014 PARTNERS & BOARD OF DIRECTORS

FCEDC PARTNERS

CITY OF GARDEN CITY

CITY OF HOLCOMB

FINNEY COUNTY

GARDEN CITY COMMUNITY COLLEGE

FCEDC BOARD OF DIRECTORS

TOM WALKER, CHAIRMAN.....FINNEY COUNTY REPRESENTATIVE

RAY PURDY, VICE CHAIRMAN.....CITY OF GARDEN CITY REPRESENTATIVE

BOB KREUTZER.....FINNEY COUNTY REPRESENTATIVE

CATHY MCKINLEY.....CITY OF GARDEN CITY REPRESENTATIVE

GARY NEWMAN.....CITY OF HOLCOMB REPRESENTATIVE

RON SCHWARTZ.....GARDEN CITY COMMUNITY COLLEGE REPRESENTATIVE

SAM HANDS.....FINNEY COUNTY REPRESENTATIVE

FCEDC STAFF

LONA DUVALL, PRESIDENT

ALLIE MEDINA, PROJECT MANAGER

HANNAH ROTH, OFFICE MANAGER

OUR MISSION

***“To facilitate business expansion and retention in the Finney County area
that will build a stronger, more diversified economy
and increase the economic vitality and wealth of Finney County.”***

Finney County Economic Development Corporation’s purpose is to retain and attract employment and investments in a diversified local economy consistent with community economic development priorities.

Our mission will be accomplished in the following ways:

- **Creating** a business environment conducive to entrepreneurialism by providing financial support and technical assistance to primary businesses in collaboration with partner agencies.
- **Assisting** existing business and industry with growth and expansion plans through a proactive business retention and expansion program.
- **Promoting**, aiding, developing and advancing business and industry in the Finney County area that will provide skilled, high-wage jobs for the welfare of the community.

COOPERATIVE PARTNERING PHILOSOPHY:

The Finney County Economic Development Corporation is committed to ensuring economic vitality and innovation to enhance the community and quality of life for Finney County citizens.

The cooperative partnership among FCEDC, Finney County, the cities of Garden City and Holcomb, and Garden City Community College ensures steady, responsible economic growth. Finney County will continue to grow as a progressive, caring place to live characterized by a healthy civic infrastructure. This development partnership is built on a desire to improve the community and a cooperative spirit among the citizens. There is an understanding that economic development and community development is a process of continuous improvement that depends on teamwork, pride, cultural diversity and a tradition of innovation.

2014 REVIEW OF PROGRESS

Finney County had another stellar year in 2014. We have seen growth in many arenas. It is especially positive to note that the growth we are experiencing is *diversified* growth. Garden City has firmly entrenched itself as the Retail Hub of western Kansas, we have added new lodging facilities to accommodate the large number of business travelers and executives who choose Garden City as their overnight destination of choice when conducting business in western Kansas and we have seen continued growth in the agricultural sector. It has long been the goal of Finney County to continuously evolve and diversify our economic base. That commitment to progress and adaptation is paying off.

2015 GOALS AND OPPORTUNITIES

- FCEDC will continue to showcase Finney County as the location of choice for business and industry.
- FCEDC will continue to build the partnerships needed to provide a well-rounded, productive workforce to ensure future growth opportunities.
- FCEDC will continue partnering with existing businesses to assist with all aspects of their activities—our philosophy: **“Make it easy to do business in Finney County.”**
- FCEDC will continue to address community development as quality of life is a necessary component in making Finney County the best place to live and do business in western Kansas.
- FCEDC will continue to work diligently with State and Federal legislative bodies to ensure a friendly business climate.
- FCEDC will continue to work aggressively with regional and statewide efforts that better the opportunities for Kansas and the communities within the State. We will continue in our leadership role to assist the communities around us to sustain and prosper.

2014 INFORMATION TO NOTE

Garden City Regional Airport Enplanements: 2014: 26,352 (2011: 11,690.....
2012: 17,293.....2013: 24,079)

TOTAL Finney County Sales Tax Collection: \$7,538,847.38

Finney County Transient Guest Tax Collection: \$824,218.37* (up from
\$763,662.15** in 2013)

*Equates to \$13,736,973 in taxable room rent income @current 6% rate

**Equates to \$12,727,702 in taxable room rent income @ current 6% rate

2014 COMPLETED PROJECTS IN FINNEY COUNTY

TP&L, LLC EXPANSION

AGRIDYNE (HOLCOMB)

SCHULMAN CROSSING PHASE 2

PENDING FINNEY COUNTY PROSPECTS

FCEDC IS CURRENTLY WORKING WITH 6 ACTIVE PROSPECTS

- ◆ Manufacturing:1
- ◆ Food Processing: 1
- ◆ Distribution/ Logistics: 1
- ◆ Industrial: 1
- ◆ Hospitality: 1

INDUSTRY OPPORTUNITIES:

- ◆ Dairy Processing
- ◆ Food Processing
- ◆ Distribution and Logistics
- ◆ Value Added Agricultural Production

EXISTING INDUSTRIES WITH GROWTH POTENTIAL:

- ◆ Dairy Production
- ◆ Agricultural Products
- ◆ Manufacturing
- ◆ Secondary/ Technical Education Expansion
- ◆ Healthcare Expansion
- ◆ Oil & Gas Production
- ◆ Wind Energy Projects
- ◆ Retail
- ◆ Hospitality and Entertainment

ON THE HORIZON

RETIREMENT LIVING

HOUSING

Chappel Heights

Clarion Park Estates

Prairie View Estates

Cambridge--Phase 2

HEALTHCARE

Cancer Center

FCEDC ONGOING INITIATIVES

Industrial Park Development/ Site Certification

Community Development Involvement

Retirement Living Community Development

Housing

Workforce Development

Finney County Workforce Connection

Quality of Life Enhancement

Economic Development Partnerships (Local/Regional/Statewide)

E-Communities (Network Kansas) gap financing program

Legislative Activities/ Local Industry Advocacy
(Local/State/National)

Dairy Industry Growth

Local Alliances

Garden City Area Chamber of Commerce

Garden City Downtown Vision

Finney County Convention and Visitors Bureau

2014 CAPITAL INVESTMENTS

Finney County Total Capital Investments 2009-2014: \$ 122,069,152

	Garden City			Holcomb		
	NEW Commercial Permits	NEW Industrial Permits	Commercial & Industrial Remodel Permits	NEW Commercial Permits	NEW Industrial Permits	Commercial & Industrial Remodel Permits
2014	16,373,450	150,000	6,609,312	75,000	0	515,666
2013	15,456,010	10,000	10,746,638	1,128,000	0	150,680
2012	7,806,680	132,500	8,881,229	0	0	333,103
2011	1,908,694	6,165	2,013,906	0	0	7,900
2010	10,454,800	0	9,994,110	0	0	5,675
2009	2,172,900	0	7,399,516	0	18,300	95,278

	Finney County			Finney County, Garden City and Holcomb
	NEW-Commercial Permits	NEW-Industrial Permits	Commercial & Industrial Remodel Permits	Total \$ Valuation
2014	1,198,000	2,099,743	2,201,297	\$37,087,447
2013	561,600	1,840,000	398,225	\$30,294,153
2012	2,286,650	75,000	1,303,704	\$20,818,866
2011	1,783,984	1,858,093	2,966,822	\$10,545,564
2010	531,665	838,146	129,276	\$21,953,672
2009	31,680	0	538,055	\$10,255,729

2014 JOBS CREATED

Job growth, whether as a direct result of FCEDC services or in response to overall economic conditions, is a strong indicator of the vitality of our community. The information presented below will persistently direct the efforts of FCEDC and its partners as we seek opportunities to retain the current businesses of Finney County, recruit new business and industry to our region, and attract a high-quality workforce to meet labor demands.

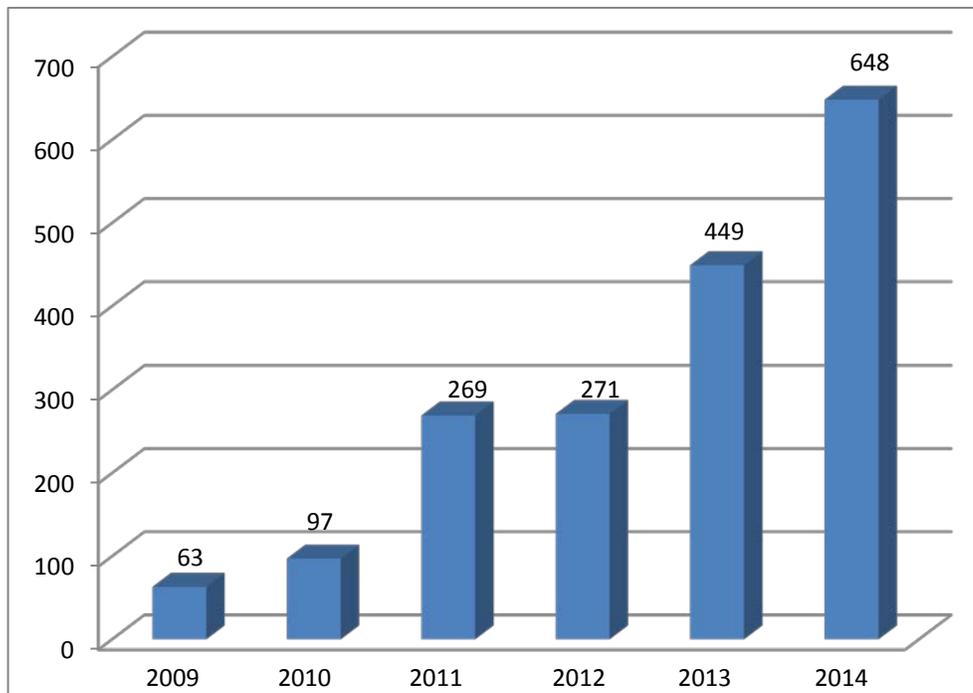
Businesses	Total Job Growth*
Total of 36 businesses surveyed	648

Survey information was sent to businesses in Finney County and posted on the FCEDC website. The information presented is based on 36 survey responses as of January 20, 2014.

**Total Job Growth does not include construction/ancillary jobs affiliated with the development or expansion of a business.*

FINNEY COUNTY JOB CREATION

Total Job Growth from 2009 – 2014



MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 9 February 2015

RE: KDOT FUND EXCHANGE PROGRAM

ISSUE

KDOT has requested applications for the 2015 fund exchange program, where we can exchange the federal funds for state funds and have more flexibility with projects. Staff is requesting direction from the Governing Body relating to an application for state funding.

BACKGROUND

This is the fifth year of the fund exchange program, which replaced the old STP project rotational process. The federal to state funds exchange rate is 90% and a local match is not required. After a State and City fund exchange agreement is executed, the project is developed as a standard city project – we design and let the project to bid, award a construction contract, and start the work. On a monthly basis, we invoice KDOT for reimbursement of our expenses.

The City is required to use the state funds for specific types of road or bridge improvement projects. Acceptable projects include, but are not limited to, the following:

- Roadway construction, reconstruction, or rehabilitation.
- Pavement preservation including mill/overlay, sealing, patching, or crack sealing.
- Safety improvements including traffic signals or installation of turn lanes.
- Construction or reconstruction of sidewalks, ADA ramps, or pedestrian signals.
- Replacement of deteriorated curb and gutter.
- Storm sewer repairs to restore or enhance positive drainage.
- Bridge construction, replacement, rehabilitation, repair, or removal.

The state funds may be used for all phases of a project – design engineering, right-of-way acquisition, utility relocations, construction, and construction inspection. Funds can be “stockpiled” for up to three years, to cover more expensive projects. KDOT estimates that Garden City would be eligible for \$310,318.44 in FFY 2015, or \$279,286.60 in state exchange funds, this is down about \$3,000 from 2014.



Engineering Department

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

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

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**Engineering
Department**

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

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

Our 2014 project is under contract for modified sealing on the arterial and collector streets. This work will be completed later this summer.

Options for a 2015 project are:

Option 1: The Local Street Reconstruction Program – a multi-year program which began in 2011 – has been our source of project recommendations. Since we had three years of street reconstruction in the Labrador Ridge, we could shift to other streets and neighborhoods. These have also been identified as needing attention.

- Buffalo Jones Avenue from 5-Points to 13th \$100,000
- Walnut St. from Eighth Street to Garden City Av. \$179,000

Option 2: Continue working in the Labrador Ridge area, the following streets are in the worst condition:

- Easy Street, north of Labrador Boulevard \$120,000
- Shamus Street, south of Labrador Boulevard \$120,000

ALTERNATIVES

- 1) Submit an application for Option 1 or 2, or other streets selected by the Governing Body.
- 2) Defer application for these funds and carry over for a larger project in 2016.

RECOMMENDATION

Direction from the Governing Body is requested.

FISCAL

The fund exchange program allows the City to avoid debt financing or do additional projects. The City will temporarily borrow funds from the Community Trust Fund until repaid by monthly reimbursements from KDOT.

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

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WATER DEPARTMENT
P O BOX 998
106 S. 11TH STREET
GARDEN CITY, KS
67846

~~~~~  
FRED JONES  
WATER RESOURCE  
MANAGER  
620-276-1291

~~~~~  
TONY HURTADO
SUPERINTENDENT
620-276-1292

~~~~~  
KACY QUINTANA  
ADMINISTRATIVE  
ASSISTANT  
620-276-1291  
FAX 620-276-1293  
~~~~~

To: Governing Body
Thru: Matt Allen, City Manager
From: Fred Jones, Water Resource Manager
Cc: Mike Muirhead, Public Utilities Director
Re: Cast Iron Water Main Cleaning 2015
Date: February 17, 2015

ISSUE

The Water Department requests authorization to approve a proposal to clean approximately 6,709' of cast iron water main in various locations of the city. The requested work is addition to the existing Sanitary Sewer Collections System agreement with Mayer Specialty Services, LLC of Goddard, Kansas.

BACKGROUND

In 2013-14 Mayer Specialty Services, LLC cleaned 9,665' of 4" and 6" cast iron water mains in the city water system. The cleaning process has improved the quality of water supplied to customers and reduced complaints regarding poor water quality.

Based on the initial success of the pilot program we propose to continue cleaning water mains throughout the city based on our tracking of water quality complaints. Based on our tracking we have identified approximately 6,709' of water main for cleaning. Mayer Specialty Services, LLC has proposed to clean the mains at a cost of \$15.00 per linear foot. The extended price for the proposed work is \$100,635.00. The proposal is attached with this memorandum.

- 5th Street (Fulton St. to Spruce Street): 1,455' of 4" water main to be cleaned in this section. This area is subject to frequent hydrant flushing activity in order to improve water quality.
- Conkling Ave. / Wallace St. / Summit St.: 1,989' of 4" water main to be cleaned. This is another problem area for water quality complaints. We are also flushing hydrants frequently in this area to help.

- Chesterfield St. / N. Stoeckly Pl. / N. Eugene Pl. / St. John St: 3,250' of water main to be cleaned. This will clean all water mains serving Stoeckly's Subdivision. Chesterfield St. has been increasingly problematic in the past few years.



5th Street (Fulton St. to Spruce St.)



Conkling Ave., Gibson St., Wallace St., Summit St.



Chesterfield Dr., N. Stoeckley Pl., N. Eugene Pl., St. John Street



ALTERNATIVES

1. Approve the work outlined in the proposal from Mayer Specialty, LLC.
2. Do not approve the proposal and direct staff to provide alternate solution.

RECCOMENDATION

Staff recommends approval of the proposal from Mayer Specialty, LLC.

FISCAL NOTE

Work budgeted in Materials – Water Mains (080-31-311-6040.05)



Date: 2/5/2015
Phone: 316-794-1165
Fax: (316) 794-2717
From: Todd Mayer
 TM

Fred Jones Garden City, City of 106 South 11th St. PO Box 998 Garden City, KS 67846	Phone: (620) 276-1291 Fax: (620) 276-1293 Email: fred.jones@gardencityks.us
---	--

Project: Cast Iron Water Line Cleaning 2015 (Various Locations)
 Bid Date: February 5, 2015

Item	Description	Quantity	Unit	Unit Price	Extended Price
1	Provide mobilization, labor, equipment and materials as described below to complete the cleaning of 4" and 6" existing cast iron water mains within the City of Garden City in the area described above.	6,709	LF	\$15.00	\$100,635.00

Footage listed is an estimate only based off of maps provided by the City. Work will be invoiced as per actual work completed as measured above ground by MSS and City personnel.

Inclusions:

- High pressure jetter and special percussion cutters for removal of heavy/hard tuberculation
- Tanker truck with high flow/pressure pumps to assist pigging operation
- Mini camera system to enable inspection of cleaning progress
- All necessary poly pigs and pig tracking equipment
- Pig launchers with fittings and labor to install launchers & exit points
- Labor to remove launchers/exit points and install pipe and fittings.
- Misc. tools, equipment, pumps, etc.

Exclusions:

- Backhoe and operator for all excavation (we will assist)
- Backfill and surface restoration
- Locates of any existing utilities in the affected area
- Rock for bedding of launcher and exit fittings
- Pipe and 45 degree bends to facilitate an exit point so water can be discharged onto street
- Public knowledge and notice that water will be shut off to affected houses
- Temporary water piping to houses, (we will assist and can provide 1" -1.5" live taps as needed)
- Labor to shut off and pull meters, then flush out after pigging (we will assist City personnel)
- All repair couplings and pipe to put line back together at launch and exit points
- Any chlorine or disinfectant required to treat the line after pigging and testing of water for acceptance
- Permits or connection fees of any kind

Thank you for the opportunity to provide pricing

ACCEPTANCE OF PROPOSAL AND NOTICE TO PROCEED

 Authorized Signature

 Date

No retainage may be withheld out of contracts less than \$1,000.00
 To ensure pricing, please provide notification of acceptance of this quote within thirty (30) days of bid date



To: Governing Body
From: Rachelle Powell
Date: February 11, 2015
RE: Skid Loader Bids

Issue

Governing Body consideration and rejection of bids for a skid loader at the Garden City Regional Airport.

Background

The Garden City Public Works Department bid out a skid loader on behalf of Garden City Regional Airport. The bid opening was Tuesday, February 10, 2015. The bid tab may be found in the accompanying information.

Staff intended to purchase a skid loader and participate in a buyback program offered by many equipment vendors. The buyback program begins a year after the purchase of the skid loader. The program provides a new skid loader annually with an annual payment. WhiteStar is the apparent low bidder in the amount of \$39,044.88 with a buyback program in the amount of \$3,344.88 annually.

Foley Tractor offered an alternative bid that consists of an annual lease program in the amount of \$3,500 with flexible renewal/cancellation options and the option to buy the skid loader outright. Staff evaluated the WhiteStar bid and the Foley Tractor bid and recommends the annual lease program with Foley tractor rather than WhiteStar's purchased skid loader and buyback program. The City's purchasing policy allows the approval of the department head to proceed with the annual lease for a skid loader as the value is under \$5,000.

Alternative

1. Governing Body rejection of bids for the skid loader at the Garden City Regional Airport.
2. Governing Body acceptance of the low bid from WhiteStar for the skid loader at Garden City Regional Airport.
3. Governing Body recommendation of alternative action.

Recommendation

Governing Body rejection of bids for a skid loader at the Garden City Regional Airport.

Fiscal Note

The airport has a budget of \$40,000 for new equipment. The recommendation would cost the city \$3,500 annually.

Bid Tab

BIDDERS	COST	LESS GOVT DISCOUNT	TOTAL CITY COST	DELIVERY DATE	EXCEPTIONS & COMMENTS
White Star Machinery	\$58,810.83	\$19,765.95	\$39,044.88	10 - 12 wks	Bobcat S650 T4
Foley Tractor	\$41,331.60 \$3,500/month	\$0.00	\$41,331.60 \$42,000.00	6 wks	CAT 246D 12 month lease
American Implement	\$59,118.00	\$16,526.91	\$42,591.09	8 wks	John Deere 323 E Series
Kanequip Inc	\$62,006.00	\$18,906.00	\$43,100.00	7 - 8 wks	New Holland L228
Foley Tractor	\$44,407.71 \$3,500/month	\$0.00	\$44,407.71 \$42,000.00	6 wks	*Option to annual lease \$3,500 with no purchase CAT 262 12 month lease 250 hrs/year - \$10/hour after that
Victor L. Phillips Co.	\$48,937.00 \$3,500/month	\$0.00	\$48,937.00 \$42,000.00	6 wks	Case SR270 12 month lease



MEMORANDUM

TO: Governing Body
FROM: Sam Curran, Director of Public Works
DATE: February 11, 2015
SUBJECT: Purchase Request for Solid Waste Collection Truck

CITY COMMISSION

ROY CESSNA,
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

ISSUE

Staff is requesting Governing Body consideration of accepting the low bid or alternate (CNG engine) bid from Maupin-Western Star Truck for the following item:

- Solid Waste Sideload Collection Truck

BACKGROUND

Bids were opened February 10, 2015 in the Administration Building at 10:00 a.m. for one (1) Solid Waste Collection Truck (sideloader). The low bidder was Maupin-Western Star Truck from Dodge City for \$140,097. The new truck will have a Freightliner chassis with a Champion Packer Body. The delivery date for the truck is mid-October from approval of the bid.

Alternate bids were also opened to compare and consider switching the City's Solid Waste's fleet over to CNG engines. The low bidder was Maupin-Western Star Truck from Dodge City for \$182,329. The difference in cost between CNG and diesel engines was \$42, 232. The new truck will have a Freightliner chassis with a Champion Packer Body. The delivery date for the truck is mid-October from approval of the bid.

Staff ran a quick fuel cost comparison to identify the time-frame to recover the difference in costs between the two trucks. It will take the City approximately seven years to make up the difference using \$3.44/gallon for diesel fuel and \$1.99/gallon for CNG fuel.

Staff has attached the bid tabulation sheet for your review.

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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ALTERNATIVES

1. Approve the low collection truck (diesel engine) bid from Dodge City Maupin-Western Star Truck for \$140,097.
2. Approve the low collection truck (CNG engine) bid from Dodge City Maupin-Western Star Truck for \$182,329.
3. Deny the bids.

RECOMMENDATION

Staff recommends Governing Body consideration and approval for the purchase of the 2015 Sideload Collection Truck; however, we need direction from the Governing Body on the type of engine.

FISCAL NOTE

Collection Truck - \$140,097, fund cite #075-51-511-6100.16; Budgeted Amount \$162,300.

Collection Truck - \$182,329, fund cite #075-51-511-6100.16; Need to amend 2015 budget by \$20,030 to cover the additional cost for the CNG engine.

CITY OF GARDEN CITY
SOLID WASTE COLLECTION TRUCK (SIDELOAD)
AND ALTERNATE BID - CNG

Bid Tabulation Sheet

Date & Time: Tuesday, 10 February 2015 10:00 a.m.
 Equipment: One (1) Solid Waste Collection Truck (SIDELOAD)
 Location: City Hall

DEPT. SOLID WASTE BUDGET \$162,300.00

BIDDERS	LIST PRICE	GOV'T DISCOUNT	LESS TRADE-IN	NET CITY COST	DELIVERY DATE	EXCEPTIONS & COMMENTS
Maupin-Western Star Truck Brian Tabor (800) 950-4155	\$157,597.00		\$17,500.00	\$140,097.00	Mid October	Freightliner MT106 w/Champion
Dodge City International Ken Kerschen (620) 276-8500	\$161,372.27		\$17,500.00	\$143,872.27	15 - 18 wks	International 7400 with Champion CL30-LH
Downing Sales & Service Inc. Jaret Wohler (785) 770-2612	\$152,504.00		\$15,000.00	\$137,504.00	150 - 210 days	DID NOT MEET SPECS International 7400 with PakMor HLR 29 Yard with Emco Lift Carriage, Streetside
Downing Sales & Service Inc. Jaret Wohler (785) 770-2612	\$149,227.00		\$15,000.00	\$134,227.00	280 - 340 days	DID NOT MEET SPECS Freightliner MS-106 with PakMor HLR 29 Yard with Emco Lift Carriage, Streetside
Maupin-Western Star Truck Brian Tabor (800) 950-4155	\$199,829.00		\$17,500.00	\$182,329.00	Mid October	ALTERNATE BID - CNG 2015 Freightliner M2 112



MEMORANDUM

TO: Governing Body
FROM: Sam Curran, Director of Public Works
DATE: February 11, 2015
SUBJECT: Purchase Request for Solid Waste Collection Truck

CITY COMMISSION

ROY CESSNA,
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

ISSUE

Staff is requesting Governing Body consideration of accepting the low bid from Downing Sales & Service Inc. which would require amending the current budget for the following item:

- Solid Waste Frontload Collection Truck

BACKGROUND

Bids were opened February 10, 2015 in the Administration Building at 10:00 a.m. for one (1) Solid Waste Collection Truck (frontload). The low bidder was Downing Sales & Service from Phillipsburg, MO for \$197,720. The new truck will have a Peterbilt chassis with a Bridgeport Packer Body. Delivery date for the truck would be 210 – 265 days from approval of the bid.

Staff is requesting to amend the 2015 Budget to include this vehicle. This addition to the fleet would create a backup system for our new commercial operation. The City started this operation in 2012 to help provide a better service to the high trash volume generators by using larger containers and/or small compactors. The change in operation eliminated the need for the rearload operation which requires two employees. This change in operation has assisted in reducing the number of pick-ups per week from 5/6 to 1, and employee overtime from 19 to 6 hours per pay period.

The problem we are facing today is vehicle failures. If this truck goes down for any reason, the City is unable to provide services for the larger containers or compactors. We experienced three failures in 2014. If approved, the new vehicle would go into service full time and the 2012 unit would be used as a backup unit.

Staff has attached the bid tabulation sheet for your review.

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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Finance Director

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City Counselor

ALTERNATIVES

1. Approve the low collection truck (frontload) bid from Downing Sales & Service from Phillipsburg, MO for \$197,720.
2. Deny the low collection truck (frontload) bid from Downing Sales & Service from Phillipsburg, MO for \$197,720 if the Governing body is interested in CNG engines.
3. Approve the low collection truck (frontload) bid from Downing Sales & Service from Phillipsburg, MO for \$212,720 and try to get a better price on the City trade-in.
4. Deny the bid and rebid the truck in 2016.

RECOMMENDATION

Staff recommends Governing Body consideration and approval for the purchase of the 2015 Frontload Collection Truck; however, we need direction from the Governing Body on the type of engine.

FISCAL NOTE

Collection Truck - \$0, fund cite #075-51-511-6100.16; Need to amend 2015 budget by \$212,720 to cover the proposed vehicle.

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GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

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CITY OF GARDEN CITY

SOLID WASTE COLLECTION TRUCK (FRONTLOAD)

Bid Tabulation Sheet

Date & Time: Tuesday, 10 February 2015 10:00 a.m.
 Equipment: One (1) Solid Waste Collection Truck (FRONTLOAD)
 Location: City Hall

DEPT. BUDGET
SOLID WASTE **\$0.00**

BIDDERS	LIST PRICE	GOV'T DISCOUNT	LESS TRADE-IN	NET CITY COST	DELIVERY DATE	EXCEPTIONS & COMMENTS
Downing Sales & Service Inc. Jaret Wohler (785) 770-2612	\$212,720.00		\$15,000.00	\$197,720.00	210 - 265 days	2016 Peterbilt 320 with Bridgeport Frontier 40 cu yd frontload
Armor Equipment Steve Simpson	\$240,868.00		\$25,000.00	\$215,868.00	3 weeks	2015 Mack MRU163 with Heil Body



Memo

To: City Commission

From: Craig Fisher

Date: 2/11/2015

Re: Board Appointment for Community Health Advisory Board

Issue: The Governing Body is asked to appoint members to fill all nine seats on the Community Health Board.

Background: On September 2, 2014, the City Commission adopted Resolution 2605-2014 creating the Community Health Advisory Board. The Board’s purpose is to “advise the governing body of the City of garden City, Kansas, with regard to policy issues involving community health, especially as it relates to the built environment”. I have been assigned to serve as the staff liaison and present the following names, in no particular order, serve in 1, 2, and 3 year terms on the Community Health Advisory Board: Scott Taylor, Ashley Goss, Lee Ann Schrader, Donna Gerstner, Troy Unruh, Kevin Campbell, Jette Desalvo, Beth Koksall, and Judy Nesser. In total ten applications were received, and the positions were filled on first come/first serve basis.

Alternatives:

1. The City Commission may appoint the following to the Community Health Advisory Board: Scott Taylor, Ashley Goss, Lee Ann Shrader to a three (3) year term, Donna Gerstner, Troy Unruh, Kevin Campbell to a two (2) year term, and Jette Desalvo, Beth Koksall, Jane Schneider to a one (1) year term.
2. Not appoint these applicants to the Community Health Advisory Board and recommend that staff continue to recruit board members.

Recommendations:

Staff recommends the Governing Body appoint the following to the Community Health Advisory Board to serve for the listed terms:

<u>Name</u>	<u>Term Length (years)</u>	<u>Term Expiration</u>
Scott Taylor	3	1/1/2018
Ashley Goss	3	1/1/2018
Lee Ann Shrader	3	1/1/2018
Donna Gerstner	2	1/1/2017
Troy Unruh	2	1/1/2017
Kevin Campbell	2	1/1/2017
Jette Desalvo	1	1/1/2016
Beth Koksall	1	1/1/2016
Judy Nusser	1	1/1/2016

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

INSPECTIONS
620-276-1120
inspection@gardencityks.us

CODE COMPLIANCE
620-276-1120
code@gardencityks.us

PLANNING AND ZONING
620-276-1170
planning@gardencityks.us

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GARDEN CITY, KS
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FAX 620.276.1173
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After these appointments, the Community Health Board will have no vacancies. Hereafter all appointments will be for three (3) years. The Community Health Advisory Board will hold its first meeting on March 12, 2015 at 4pm in the Commission Chambers

Attached are the applications of the nine purposed board members.

Craig Fisher
Planning Technician
Community Development Department

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

INSPECTIONS
620-276-1120
inspection@gardencityks.us

CODE COMPLIANCE
620-276-1120
code@gardencityks.us

**PLANNING AND
ZONING**
620-276-1170
planning@gardencityks.us

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GARDEN CITY IS MY TOWN TOO!

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

NAME: Lee Ann Shrader HOME PHONE: 620.276.3572

ADDRESS: 2201 Grandview East WORK PHONE: 620.765.1185

E-MAIL ADDRESS: lshrader@finneycountyhelpdesk.org

OCCUPATION (if employed): Executive Director

PLACE OF EMPLOYMENT: Finney County Community Health Coalition

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 25 years

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

As our community continues to grow, it's of utmost importance that we continue to promote the health and well-being of our citizens. I wish to serve as the Health Coalition representative.

OTHER APPLICABLE EXPERIENCE: Finney County Community Health Coalition Board;

City of Garden City Big Pool Advisory Committee (1st one); Rotary Board; Leadership Garden City
1998

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

Airport Advisory Board

Alcohol Fund Advisory Committee

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority

Parks & Tree Board

Planning Commission

Police/Citizen Board

Public Utilities Advisory Board

Recreation Commission

Traffic Advisory Committee

Zoning Board of Appeals

RETURN THIS FORM TO:

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City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998

** school dist. Jane Schneider
Neal Jr Science Acad.
High School.
Judy Nesser - reach out
@ coldwell banker
3 year - ready!*

GARDEN CITY IS MY TOWN TOO!

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

NAME: Donna Gierstner HOME PHONE: (620) 275-9673
ADDRESS: 804 Harold Ave WORK PHONE: (620) 272-7458
E-MAIL ADDRESS: gcbooboo@cox.net
OCCUPATION (if employed): Retired
PLACE OF EMPLOYMENT: _____

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 29 yrs

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

I have worked in the field all my life on health and wellness. I serve on the Tobacco Free KS Coalition

OTHER APPLICABLE EXPERIENCE: I manage the Chronic Disease Risk Reduction Grant for Finney County.

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

Airport Advisory Board

Alcohol Fund Advisory Committee

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority

Parks & Tree Board

Planning Commission

Police/Citizen Board

Public Utilities Advisory Board

Recreation Commission

Traffic Advisory Committee

Zoning Board of Appeals

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3-1 years - ready!

GARDEN CITY IS MY TOWN TOO!

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

NAME: Kevin Campbell HOME PHONE: 586.530.8380

ADDRESS: 1001 Gillespie Pl WORK PHONE: _____

E-MAIL ADDRESS: Kjcampbellconsulting@gmail.com

OCCUPATION (if employed): Team 7 INC.

PLACE OF EMPLOYMENT: Garden City

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 6 Yrs

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

I am an active member of the community interested in growth

OTHER APPLICABLE EXPERIENCE: _____

CIP Board, FCPA, YMCA Building Committee

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

Airport Advisory Board

Alcohol Fund Advisory Committee

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority

Parks & Tree Board

Planning Commission

Police/Citizen Board

Public Utilities Advisory Board

Recreation Commission

Traffic Advisory Committee

Zoning Board of Appeals

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3 - ready!

GARDEN CITY IS MY TOWN TOO!

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

NAME: Monique R. Davidovic HOME PHONE: 620-290-2689 cell

ADDRESS: 2711 Windy View #4 WORK PHONE: 620-272-5984

E-MAIL ADDRESS: monique.davidovic@dcf.ks.gov

OCCUPATION (if employed): Assistant Fiscal Supervisor - State of Kansas

PLACE OF EMPLOYMENT: Department for Children & Families

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 1996 - 18 years

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

My 3 sons are now grown and I have time to be able to contribute a little more to my community. The world is full bad things and can easily make a person's attitude "negative" but if you just complain about it, nothing will change. I think everyone should be involved in some way, in the area they live.

OTHER APPLICABLE EXPERIENCE: _____

I have accounting skills, strong leadership and organizational, and a team player.

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

Airport Advisory Board

Alcohol Fund Advisory Committee

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority

Parks & Tree Board

Planning Commission

Police/Citizen Board

Public Utilities Advisory Board

Recreation Commission

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Zoning Board of Appeals

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2/9/2015 - LM in work phone

GARDEN CITY IS MY TOWN TOO!

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

NAME: JETTE DESALVO HOME PHONE: 620 260 9421

ADDRESS: 1915 E HARDING WORK PHONE: 620 260 1452

E-MAIL ADDRESS: Jettesalvo6@hotmail.com

OCCUPATION (if employed): INDIRECT PROCESSING MANAGER

PLACE OF EMPLOYMENT: GOLDEN PLAINS CREDIT UNION

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 26 YRS

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

I'VE READ ON THE PAPER SOME VACANCIES & THE NEED FOR THIS COMMUNITY - I HAVE SERVED GC LEADERSHIP BOARD FEW YEARS AGO - SOCIAL COMMITTEE @ GPCU, OTHER APPLICABLE EXPERIENCE: KS.C.U. YOUTH EDUCATIONAL SCHOLARSHIP COM - MBR -

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

OR

Airport Advisory Board

Alcohol Fund Advisory Committee

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority

Parks & Tree Board

Planning Commission

Police/Citizen Board

Public Utilities Advisory Board

Recreation Commission

Traffic Advisory Committee

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GARDEN CITY IS MY TOWN TOO!

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

NAME: Ashley Goss HOME PHONE: 276-3823

ADDRESS: 5085 W. Farmland Rd. WORK PHONE: 272-3600

E-MAIL ADDRESS: agoss@finneycounty.org

OCCUPATION (if employed): Administrater

PLACE OF EMPLOYMENT: Finney County Health Department

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 1ife

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

this board will be a possiblr influence w/in the community
in advocating for healthier life styles & others things that
impact the health of our community.

OTHER APPLICABLE EXPERIENCE: _____

Health Department Director & have been for 5 years. Prior
5 years I worked in a different capacity w/in the health dept.

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

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

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GARDEN CITY IS MY TOWN TOO!

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

NAME: Scott J. Taylor HOME PHONE: 276-4088

ADDRESS: 1617 Crestway Drive WORK PHONE: 272-2561

E-MAIL ADDRESS: ScottTaylor@Centura.Org

OCCUPATION (if employed): President & CEO

PLACE OF EMPLOYMENT: St. Catherine Hospital

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 9 years

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

St. Catherine Hospital's mission is to care for the ill and to improve the health of the community. I view this committee as a key tool in shaping the health of Garden City.

OTHER APPLICABLE EXPERIENCE: 1) Pharmacist 2) Board of Directors of Kansas Hospital Association 3) Incident Commander at St. Catherine Hospital 4) Employer of 60% of the community medical providers.

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

Airport Advisory Board

Alcohol Fund Advisory Committee

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority

Parks & Tree Board

Planning Commission

Police/Citizen Board

Public Utilities Advisory Board

Recreation Commission

Traffic Advisory Committee

Zoning Board of Appeals

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GARDEN CITY IS MY TOWN TOO!

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

NAME: TROY UNRUH HOME PHONE: 620-521-8566

ADDRESS: 2402 BELMONT PL WORK PHONE: 620-275-0196

E-MAIL ADDRESS: troy.r.unruh.jogg@statefarm.com

OCCUPATION (if employed): STATE FARM INSURANCE / AGENT

PLACE OF EMPLOYMENT: STATE FARM INSURANCE

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 40 years.

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

I have a vested interest in the success of Garden City for my family. I want us to remain a stand out in the state.

OTHER APPLICABLE EXPERIENCE: GRANT WRITING & IMPLEMENTATION EXPT COACHING / TRAINING GROUP FITNESS /

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

Airport Advisory Board

Alcohol Fund Advisory Committee

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority

Parks & Tree Board

Planning Commission

Police/Citizen Board

Public Utilities Advisory Board

Recreation Commission

Traffic Advisory Committee

Zoning Board of Appeals

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Advisory Boards

GARDEN CITY IS MY TOWN TOO!

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

Name: Beth Koksai

Home phone: 620-290-1452

Address: 1121 Gillespie

Work phone: 620-272-2530

E-mail address: bethkoksai@centura.org

Occupation (if employed): Wellness Program Supervisor

Place of employment: St. Catherine Hospital

How long have you been a resident of garden city? 12 years as adult, but I moved to GC at age 5, left for college and returned in 2002.

Describe why you are interested in serving on a board/commission:

I have a degree in community health + want to make GC a healthier community to live in.

Other applicable experience:

LiveWell Finney County, FICO Community Health Coalition Member; WorkWell KS Community Chair.

Please indicate the boards on which you are interested in serving:

Airport Advisory Board

Local Housing Authority

Alcohol Fund Advisory Committee

Parks & Tree Board

Art Grant Committee

Planning Commission

Building Safety Board of Appeals

Police/Citizen Board

Community Health Advisory Board

Public Utilities Advisory Board

Cultural Relations

Recreation Commission

Golf Board

Traffic Advisory Committee

Landmarks Commission

Zoning Board of Appeals

Lee Richardson Zoo Advisory Board

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GARDEN CITY IS MY TOWN TOO!

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

NAME: Judy NUSSE ^{Cell} HOME PHONE: 620-276-1416

ADDRESS: 1735 E Parallel Rd. WORK PHONE: _____

E-MAIL ADDRESS: jnusser@gcnet.com

OCCUPATION (if employed): Real estate broker/owner

PLACE OF EMPLOYMENT: Coldwell Banker / The Real Estate Shoppe, Inc

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 50 years

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

Garden City is very important to me
as is health + well being

OTHER APPLICABLE EXPERIENCE: 34 years working in
real estate

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

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

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Consent Agenda



MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 10 February 2015

RE: SANTA FE PARK IRRIGATION SYSTEM

Engineering Department

ISSUE

Governing Body consideration and acceptance of bids received February 10, 2015 for the irrigation system at Santa Fe Park, located at the southeast corner of Thirteenth and Santa Fe Streets.

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

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

BACKGROUND

With the upcoming construction of the new Finney County Court Services building on Santa Fe Street next to the Juvenile Detention Center, it was necessary to relocate the playground at the northeast corner of Thirteenth and Santa Fe Streets to a County owned parcel across the street.

The bids received are attached. The bid was received, from Kel's Tender Lawn Care, Scott City, for \$5,995.00, which is under the engineer's estimate.

ALTERNATIVES

The Governing Body may award the contract to the low bidder, or reject all bids and cancel the project.

RECOMMENDATION

Staff recommends accepting the bid and awarding the contract to Kel's Tender Lawn Care, Scott City, in the amount of \$5,995.00, and authorizing the Mayor and City Clerk to execute the contracts when the documents are returned by the contractor.

FISCAL

Funding for this project is provided by Finney County from the Court Services Building project funds.

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FAX 620.276.1137
www.garden-city.org

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

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

SUMMARY OF BIDS
February 10, 2015 10:00 AM

SANTA FE PARK IRRIGATION SYSTEM

BIDDER	BID AMOUNT	
Engineer's Estimate	\$ 10,000.00	
Kel's Tender Lawn Care Scott City	\$ 5,995.00	LOW
Western Irrigation Inc. Garden City	\$ 6,680.00	
Ward's Garden Center,inc. Garden City	\$ 7,150.00	



To: Governing Body
From: Rachelle Powell
Date: February 11, 2015
RE: Scott Auction Lease

Issue

Governing Body consideration and approval of the Amendment to Lease Agreement between J. Kent Scott, d/b/a Scott Auction and the City of Garden City.

Background

Scott Auction currently rents 7.93 acres of land at the airport. The rental amount is \$1,500 annually. Mr. Scott expressed the need for additional land. The crop land adjacent to the Scott Auction land was previously rented; however the lease is up for bid (Pasture & Crop Land Exhibit). A portion of land indicated as Tract 3 on the accompanying information (Scott Auction Land Exhibit) was identified as potential area for the Scott Auction expansion. The land is sectioned off by utility poles, which help to clearly identify the boundaries between the proposed additional auction land and the crop land. This area increases the Scott Auction land by 3.40 acres for a total of 11.3 acres. The proposed amount would increase rent to \$2,000 annually. The rental amount breaks down to \$176.99 an acre, which is the highest per acre land rented at the airport.

Alternative

1. Governing Body approval of the Amendment to Lease Agreement between J. Kent Scott, d/b/a Scott Auction and the City of Garden City.
2. Governing Body denial of the Amendment to Lease Agreement between J. Kent Scott, d/b/a Scott Auction and the City of Garden City.
3. Governing Body recommendation of alternative action.

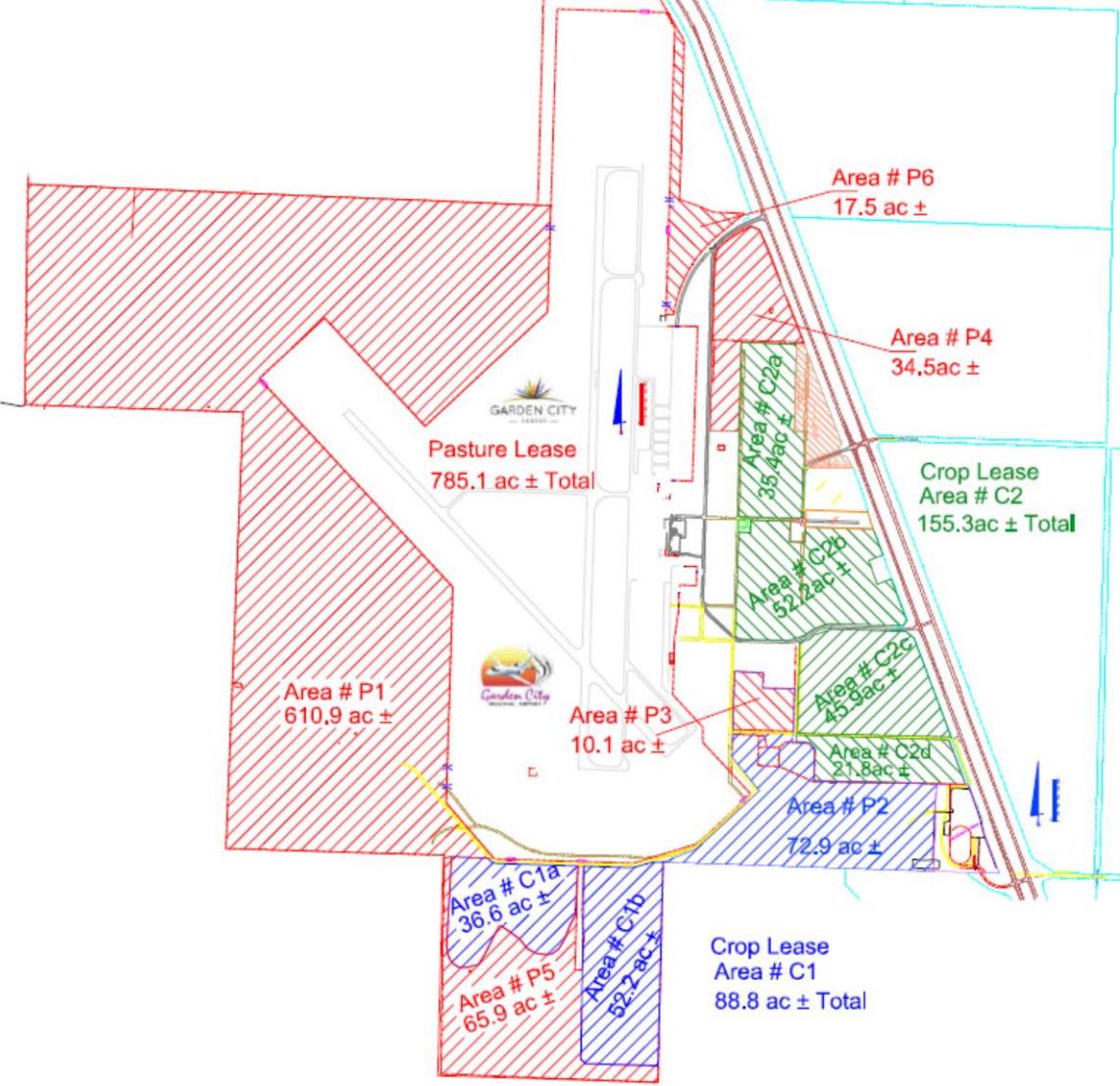
Recommendation

Governing Body approval of crop of the Amendment to Lease Agreement between J. Kent Scott, d/b/a Scott Auction and the City of Garden City

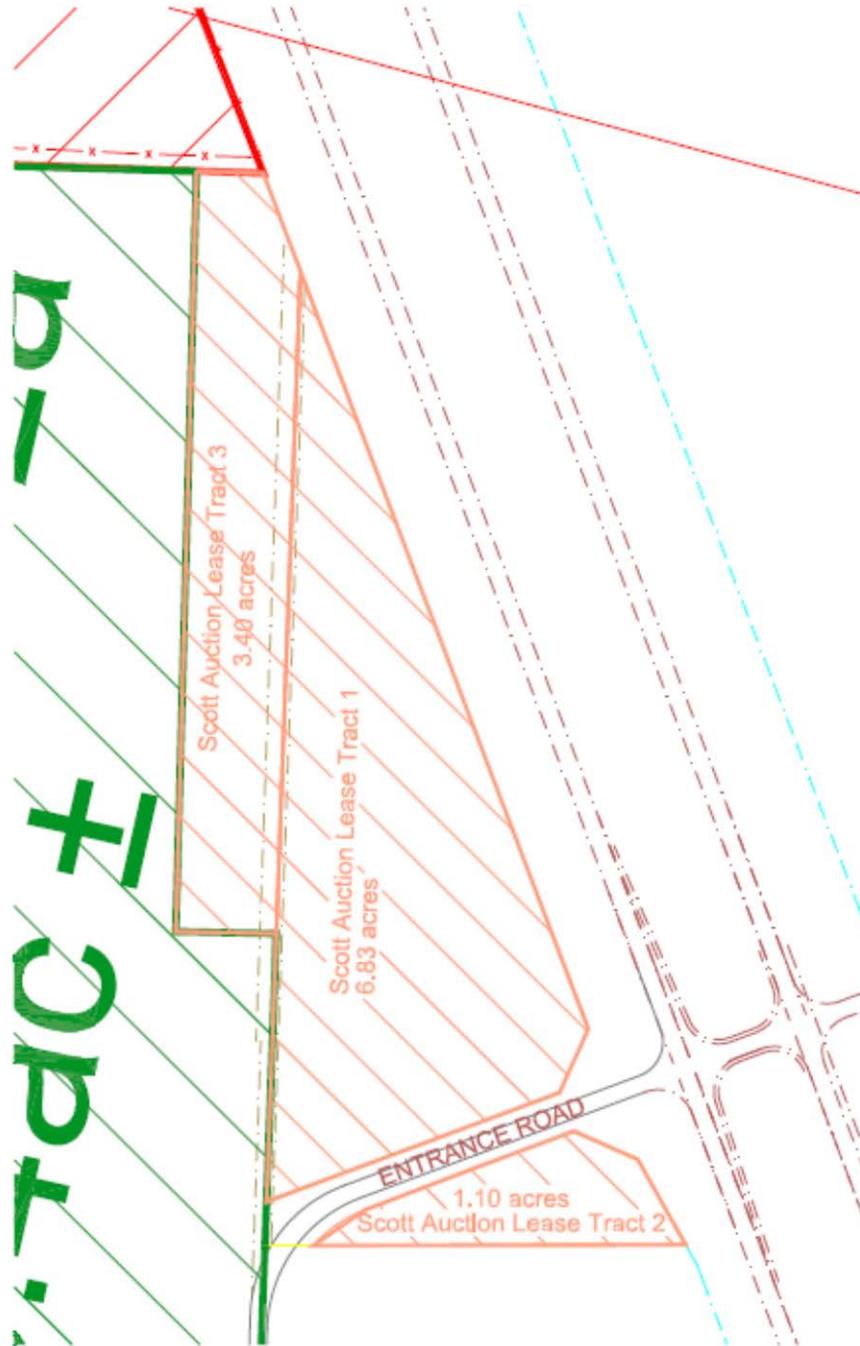
Fiscal Note

The aforementioned staff recommendation will generate \$2,000 in annual revenue.

Pasture & Crop Land Exhibit



Scott Auction Land Exhibit



AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (Amendment), made this ____ day of February, 2015, is an amendment to the Lease Agreement, dated September 7, 2005, by and between:

CITY OF GARDEN CITY, KANSAS, A MUNICIPAL CORPORATION,

hereinafter referred to as City, and

J. KENT SCOTT, D/B/A SCOTT AUCTION,

hereinafter referred to as Tenant.

The Lease Agreement is amended as set forth below:

1. The total acres leased to Tenant by City is amended from 7.93 acres, as follows:

11.3 acres of pasture land depicted as Tract 1, Tract 2, and Tract 3 on Exhibit A attached hereto and incorporated herein by reference (Leased Premises).

2. Paragraph 2 of the Agreement is amended as follows:

2. **RENT.** Tenant shall pay to City, as rental for the Leased Premises, the sum of Two Thousand Dollars (\$2,000) per year, to be paid on October 1, 2015, and on October 1st of each year thereafter during any renewal or extension term.

This Amendment shall become effective the 17th day of February, 2015.

All terms and conditions of the Lease Agreement not modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, City and Tenant have executed this Amendment on the dates set forth below.

City

CITY OF GARDEN CITY, KANSAS

DATE

By: _____
Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

Tenant

DATE

J. Kent Scott, d/b/a Scott Auction

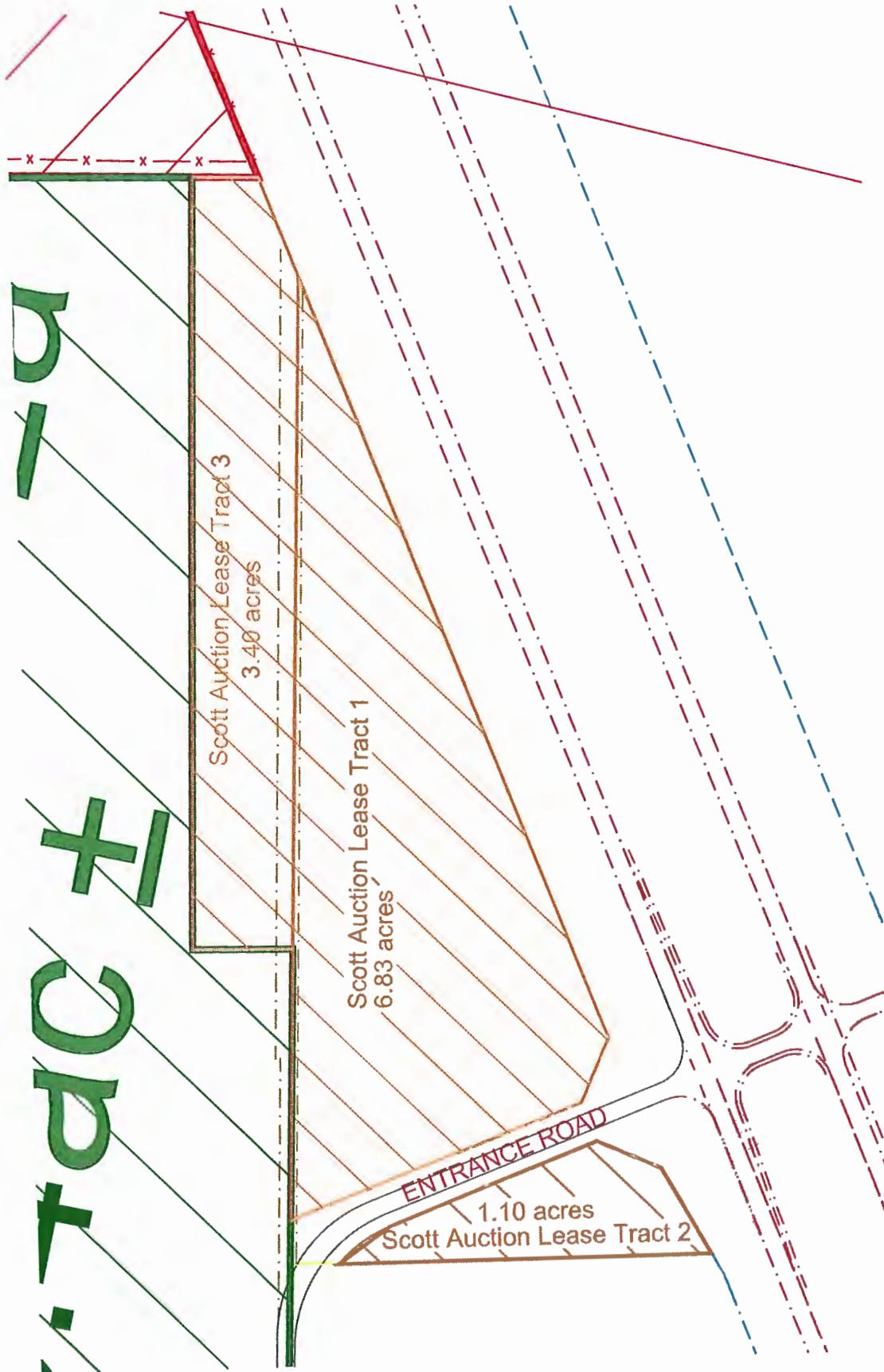


EXHIBIT A



To: Governing Body

From: Rachelle Powell

Date: February 6, 2015

RE: Crop Leases

Issue

Governing Body consideration and approval of crop lease agreements at the Garden City Regional Airport.

Background

Crop land at the airport is open for public bid every five years. The current crop leases will expire on February 28, 2015. The crop land is divided into parcels identified on the attached map. A Notice of Bid was publicly advertised and the bid opening was held on December 19, 2014 at 10:00 a.m. in the Airport Administrative Office. The highest bid per acre was accepted and the proposed leases may be found in the accompanying information. The bid tab is provided below.

Bid Amount (Per Acre)

Name	C1	C2
Ohmes	\$ 120.00	\$ 120.00
Wilson	\$ 115.13	\$ 115.13
Richmeier	\$ 103.00	\$ 103.00

Alternative

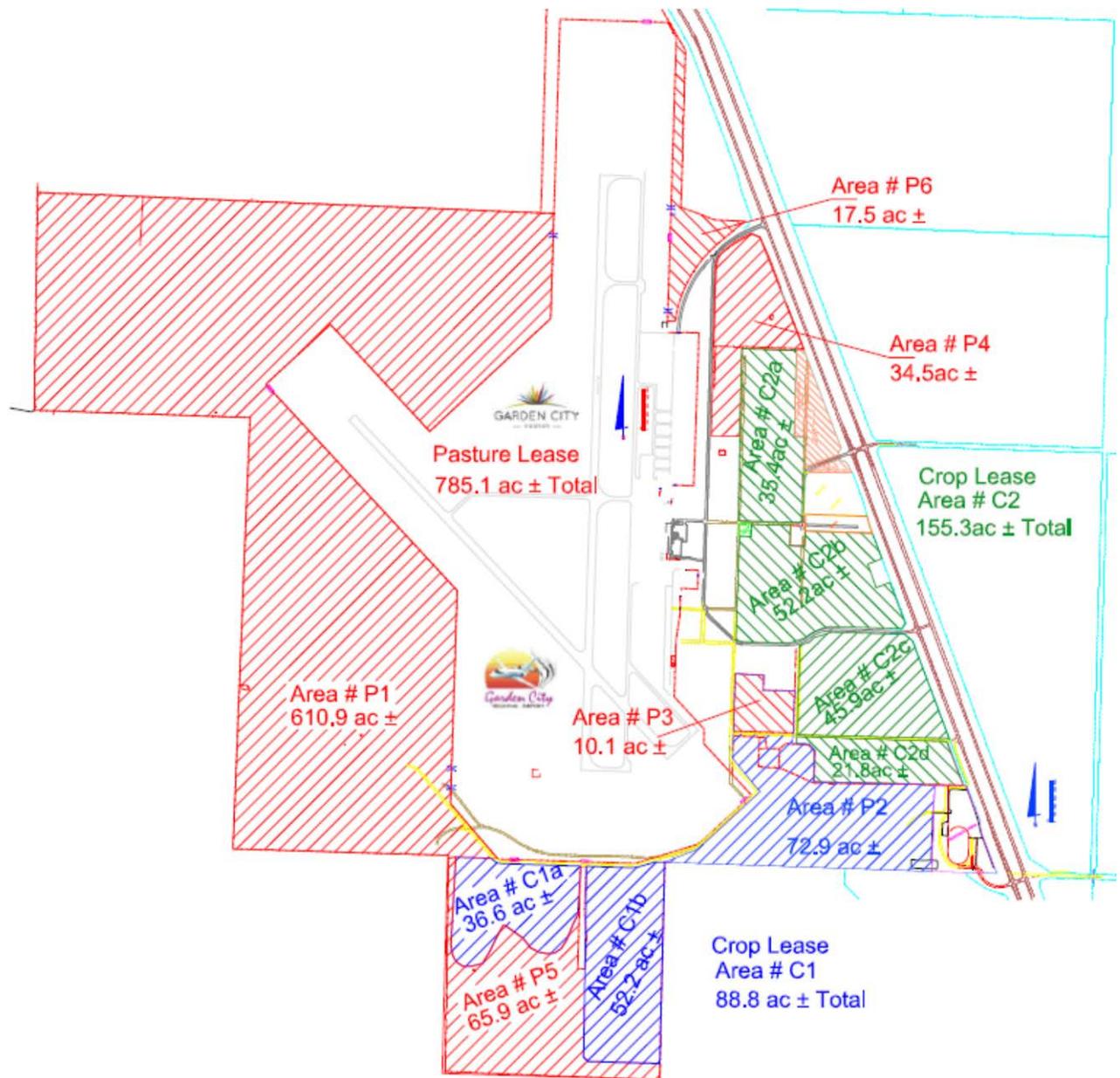
1. Governing Body approval of crop lease agreements at the Garden City Regional Airport.
2. Governing Body denial of crop lease agreements at the Garden City Regional Airport.
3. Governing Body recommendation of alternative action.

Recommendation

Governing Body approval of crop lease agreements at the Garden City Regional Airport.

Fiscal Note

The aforementioned staff recommendation will generate \$29,292 in annual revenue for years 2015-2020. This is an increase in revenue of \$4,414.13 annually from years 2010-2014.



LEASE AGREEMENT
(Crop - Tract C1)

THIS LEASE AGREEMENT (Agreement), made this ____ day of February, 2015, by and between the CITY OF GARDEN CITY, KANSAS (Landlord), and GEORGE OHMES (Tenant).

Landlord, in consideration of the terms and conditions set forth below, leases to Tenant the premises located at the Garden City Regional Airport (GCRA), Finney County, Kansas, more fully described as follows, to-wit:

88.8 acres of crop land depicted as C1a and C1b on Exhibit A attached hereto and incorporated herein by reference (Leased Premises).

1. **TERM.** The term of this Agreement shall be for a period of five (5) years from the 1st day of March, 2015, to the 1st day of March, 2020. Tenant acknowledges that the Leased Premises are part of an industrial development area at the GCRA and that future development may occur in the area, thereby interfering with Tenant's use of the Leased Premises. Tenant agrees that this Agreement may be terminated by Landlord, notwithstanding the term set forth in this paragraph, by Landlord giving Tenant written notice of termination, not less than ninety (90) days prior to the date of termination. If this Agreement is terminated by Landlord at a time when Tenant has paid rent for days beyond date of termination, Landlord shall refund rent to Tenant on a pro rata basis.

2. **RENT.** Tenant shall pay to Landlord as rent for the Leased Premises, the sum of Ten Thousand Six Hundred Fifty-six Dollars (\$10,656) per year, due December 30 of each annual term, with the first payment due December 30, 2015.

All payments shall be made payable to the City of Garden City, Kansas, and delivered to the Director of Aviation, Garden City Regional Airport, 2225 South Air Service Road, Suite 112, Garden City, Kansas 67846.

3. **CONDITION OF LEASED PREMISES.** Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.

4. **USE OF LEASED PREMISES.** Tenant may use the Leased Premises for the cultivation and harvesting of grain crops or the grazing of livestock. Tenant may rotate crops as deemed necessary by standard farming practices.

5. **WATER.** Tenant may use water from the leased premises for irrigation purposes. Tenant shall be solely responsible for all expenses and equipment for irrigation, including water production and distribution. Tenant shall pay to Landlord the following amount for water used on an annual basis.

0 to 48,000,000 gallons	-	No charge
Over 48,000,000 gallons	-	\$1.30 per 1,000 gallons used over 48,000,000 gallons

Tenant agrees to follow recognized water conservation and management techniques and procedures to protect against the wasteful use of water. The water use procedures of tenant shall be subject to the review of Landlord. The water use rights granted to Tenant herein may be terminated by Landlord should it come to the attention of Landlord that Tenant is allowing the unnecessary waste of water. Tenant may not sell water from the leased premises.

6. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against the Leased Premises and personal property owned by Tenant and located on the Leased Premises.

7. **MAINTENANCE.** Tenant shall be responsible for any necessary repairs and maintenance to the Leased Premises, including but not limited to, repairs and maintenance of all fencing, windmills, wells, and irrigation equipment.

8. **OPERATION DURING LEASE TERMINATION YEAR.** In the event any open ground exists during a lease termination year, Landlord and Tenant shall mutually agree upon a method for workings such ground in order to make it available for planting by a new tenant. To this end, Tenant shall either allow Landlord's new tenant access to the open ground for working purposes, or Landlord shall reimburse Tenant for normal and customary ground working at the customary rate applicable to such area. In the event Tenant has worked the open ground prior to receiving notice of lease termination, Tenant shall also be entitled to reimbursement for such ground working at the customary rate applicable to such area.

9. **GROWING CROPS.** All crops growing on the Leased Premises, whether growing at the time this Agreement is entered into, or at the end of any term, shall be the sole and exclusive property of Tenant, free and clear of any claim or right of Landlord.

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

Landlord shall be responsible to Tenant for any damage to Tenant's crops caused by the acts of Landlord.

11. **LIVESTOCK.** In the event of livestock running loose outside the Leased Premises, on any GCRA property, Tenant shall respond within 30 minutes of notice, and take control of and remove the livestock. If staff of Landlord must take control of or otherwise remove loose livestock, Tenant shall be assessed a fee of \$100.00 by Landlord for each such occurrence.

Landlord shall not be liable to Tenant for any damage, loss or death which might occur to any livestock as a result of removal of livestock by Landlord. Three (3) or more occurrences of Tenant's livestock from the Leased Premises being loose on GCRA property, during the term of this Agreement, shall result in termination of this Agreement, within ten (10) days of written notice of termination from Landlord to Tenant.

Landlord shall not be liable to Tenant for damage, loss or death which might occur to any livestock on the Leased Premises, as a result of any use or activity associated with the GCRA.

12. **ALTERATIONS.** Tenant shall not make any material or substantial alteration or addition to the Leased Premises without the prior written consent of Landlord. All installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of Landlord and shall remain upon and surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement. Tenant shall be responsible for erection of all necessary fencing required. At the request of Landlord, Tenant shall remove all installations, additions, or improvements added to the Leased Premises by Tenant during the term of this Agreement or any previous Agreement, and restore the Leased Premises to its original condition, at Tenant's sole expense. If Tenant fails to remove any installation, addition, or improvement and restore the Leased Premises, as instructed by Landlord, Landlord may take the appropriate steps to remove and restore, and assess all related expenses to Tenant.

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

14. **UTILITIES.** Tenant shall be responsible for the payment of all utilities used on the Leased Premises, said utilities to include, gas, electricity, water, and/or other services used, charged or imposed in or about or supplied to the Leased Premises.

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

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

17. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration or termination of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

18. **SURRENDER AND TERMINATION.** Upon expiration or termination of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to Landlord.

19. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of Landlord.

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

21. **NONDISCRIMINATION.**

- (a) Tenant, as part of the consideration hereof, for himself, his personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied

the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.

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

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

23. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that he will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

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

25. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of his employees or others. All such spills shall be reported immediately to Landlord. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant.

Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify Landlord for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, his employees, or others.

26. GENERAL COVENANTS.

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

(1) If to Landlord: Director of Aviation
Garden City Regional Airport
2225 South Air Service Road, Suite 112
Garden City, Kansas 67846
Telephone: (620) 276-1190

(2) If to Tenant: George Ohmes
9206 Road 1
Pierceville, Kansas 67868
Telephone: (620) _____

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

(b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Agreement.

(c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.

(e) This Agreement shall be construed in accordance with the laws of the state of Kansas.

(f) This Agreement may not be assigned by the Tenant without the prior written consent of the Landlord.

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

LANDLORD

CITY OF GARDEN CITY, KANSAS

By _____
Roy Cessna, Mayor

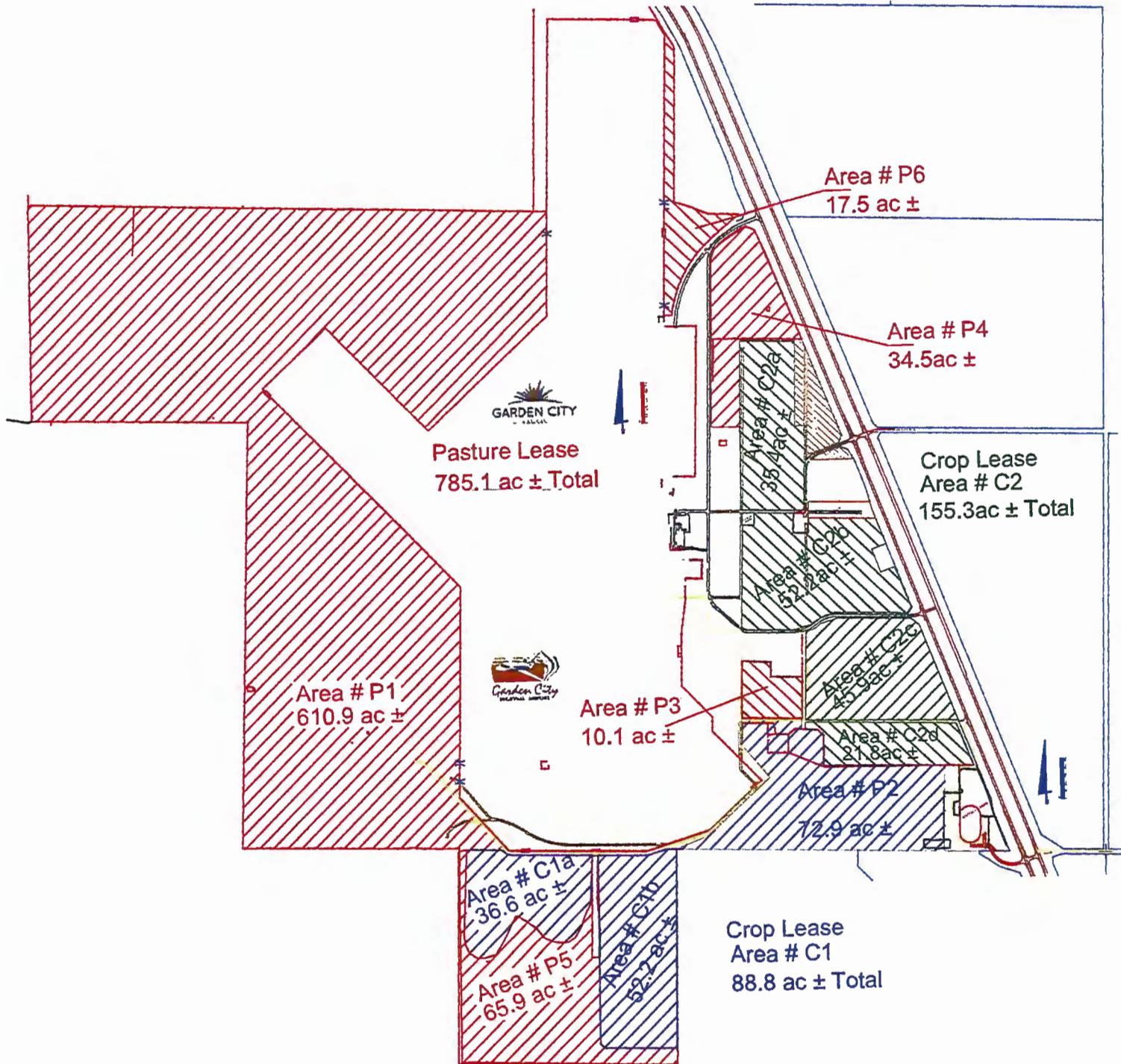
ATTEST:

Celyn N. Hurtado, City Clerk

TENANT

George Ohmes

EXHIBIT A



LEASE AGREEMENT
(Crop - Tract C2)

THIS LEASE AGREEMENT (Agreement), made this ____ day of February, 2015, by and between the CITY OF GARDEN CITY, KANSAS (Landlord), and GEORGE OHMES (Tenant).

Landlord, in consideration of the terms and conditions set forth below, leases to Tenant the premises located at the Garden City Regional Airport (GCRA), Finney County, Kansas, more fully described as follows, to-wit:

155.3 acres of crop land depicted as C2a, C2b, C2c, and C2d on Exhibit A attached hereto and incorporated herein by reference (Leased Premises).

1. **TERM.** The term of this Agreement shall be for a period of five (5) years from the 1st day of March, 2015, to the 1st day of March, 2020. Tenant acknowledges that the Leased Premises are part of an industrial development area at the GCRA and that future development may occur in the area, thereby interfering with Tenant's use of the Leased Premises. Tenant agrees that this Agreement may be terminated by Landlord, notwithstanding the term set forth in this paragraph, by Landlord giving Tenant written notice of termination, not less than ninety (90) days prior to the date of termination. If this Agreement is terminated by Landlord at a time when Tenant has paid rent for days beyond date of termination, Landlord shall refund rent to Tenant on a pro rata basis.

2. **RENT.** Tenant shall pay to Landlord as rent for the Leased Premises, the sum of Eighteen Thousand Six Hundred Thirty-six Dollars (\$18,636) per year, due December 30 of each annual term, with the first payment due December 30, 2015.

All payments shall be made payable to the City of Garden City, Kansas, and delivered to the Director of Aviation, Garden City Regional Airport, 2225 South Air Service Road, Suite 112, Garden City, Kansas 67846.

3. **CONDITION OF LEASED PREMISES.** Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.

4. **USE OF LEASED PREMISES.** Tenant may use the Leased Premises for the cultivation and harvesting of grain crops. Tenant may rotate crops as deemed necessary by standard farming practices.

5. **WATER.** Tenant may use water from the leased premises for irrigation purposes. Tenant shall be solely responsible for all expenses and equipment for irrigation, including water production and distribution. Tenant shall pay to Landlord the following amount for water used on an annual basis.

0 to 48,000,000 gallons – No charge
Over 48,000,000 gallons – \$1.30per 1,000 gallons used over 48,000,000 gallons

Tenant agrees to follow recognized water conservation and management techniques and procedures to protect against the wasteful use of water. The water use procedures of tenant shall be subject to the review of Landlord. The water use rights granted to Tenant herein may be terminated by Landlord should it come to the attention of Landlord that Tenant is allowing the unnecessary waste of water. Tenant may not sell water from the leased premises.

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

16. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration or termination of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

17. **SURRENDER AND TERMINATION.** Upon expiration or termination of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to Landlord.

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

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

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

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

22. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that he will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

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

24. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of his employees or others. All such spills shall be reported immediately to Landlord. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant.

Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify Landlord for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, his employees, or others.

25. **GENERAL COVENANTS.**

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

(1) If to Landlord: Director of Aviation
Garden City Regional Airport
2225 South Air Service Road, Suite 112
Garden City, Kansas 67846
Telephone: (620) 276-1190

(2) If to Tenant: George Ohmes
9206 Road 1
Pierceville, Kansas 67868
Telephone: (620) _____

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

- (b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Agreement.
- (c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the state of Kansas.
- (f) This Agreement may not be assigned by the Tenant without the prior written consent of the Landlord.

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

LANDLORD

CITY OF GARDEN CITY, KANSAS

By _____
Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

TENANT

George Ohmes

LEASE AGREEMENT

THIS LEASE AGREEMENT (Agreement), made this _____ day of February, 2015, between CITY OF GARDEN CITY, KANSAS, hereinafter referred to as Landlord, and Michael J. Richmeier, hereinafter referred to as Tenant.

WHEREAS, Landlord is the owner of real property adjacent to Valley View Cemetery in Garden City, Finney County, Kansas; and

WHEREAS, Tenant desires to lease the real property for the purpose of growing crops; and

WHEREAS, Landlord is desirous of leasing the real property to Tenant.

NOW, THEREFORE, the parties agree as follows:

1. **LEASED PREMISES.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, real property located adjacent to Valley View Cemetery, Garden City, Finney County, Kansas, more fully described as follows, to-wit:

A tract of land located in the South Half of the Northeast Quarter (S/2NE/4) and the North Half of the Southeast Quarter (N/2SE/4) of Section Six (6), Township Twenty-Four (24) South, Range Thirty-Two (32) West of the 6th P.M., in Finney County, Kansas; being further described as follows: Commencing at the Northeast Corner of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section Six (6), Township Twenty-Four (24) South, Range Thirty-Two (32) West of the 6th P.M.; thence S00°00'15"E on the East Line of the Northeast Quarter (NE/4) of Section Six (6) for a distance of 880.84 feet to the Northeast corner of the Valley View Cemetery; thence N89°44'04"W on the North Line of said cemetery for a distance of 1,075.51 feet; thence N89°48'30"W on the North Line of said cemetery for a distance of 62.87 feet to the Point of Beginning; thence S00°03'42"E on the West Line of said cemetery for a distance of 353.36 feet; thence S00°02'32"E on the West Line of said cemetery for a distance of 1,329.08 feet to a found 1/2" rebar at the Southwest Corner of said cemetery, said point also being on the Southerly right of way line of the Farmers Irrigation Ditch; thence N81°38'04"W on said right of way line for a distance of 153.17 feet; thence N72°56'35"W on said right of way line for a distance of 160.24 feet; thence N22°38'21"W on said right of way line for a distance of 44.56 feet; thence N07°17'46"W on said right of way line for a distance of 100.44 feet; thence N02°34'04"W on said right of way line for a distance of 47.72 feet; thence N61°23'16"W on said right of way line for a distance of 25.14 feet; thence N83°07'26"W on said right of way line for a distance of 46.95 feet; thence S89°11'47"W on said right of way line for a distance of 62.93 feet; thence S80°35'25"W on said right of way line for a distance of 75.16 feet; thence N84°36'45"W on said right of way line for a distance of 46.55 feet; thence N55°35'57"W on said right of way line for a distance of 37.41 feet; thence N56°46'00"W on said right of way line for a distance of 521.67 feet; thence N45°24'55"W on said right of way line for a distance of 114.86 feet to the Southeast Corner of Tract A of the Howard Smith First Survey; thence N16°37'32"W on the Easterly Line of the Howard Smith First Survey for a distance of 92.83 feet; thence

N06°06'10"W on the Easterly Line of said Smith survey for a distance of 72.51 feet to the Southeast corner of Tract B; thence N02°46'34"W on the East line of Tract B for a distance of 150.22 feet; thence N02°46'41"W on the Easterly line of said Smith survey for a distance of 430.27 feet to the Southeast corner of Tract F; thence N02°47'48"W on the Easterly line of said Smith survey for a distance of 260.57 feet to the Southeast corner of Tract H; thence N88°43'07"E for a distance of 1,211.94 feet to the Point of Beginning (Leased Premises). (The actual area leased to Tenant is approximately 30 acres within this legal description, as determined by Landlord.).

2. **TERM/RENEWAL.** The term of this Agreement shall be for a period of one (1) year from the 1st day of March, 2015, to the 1st day of March, 2016. This Agreement shall automatically renew each year for a new annual term unless either party gives written notice of termination of this Agreement at least sixty (60) days prior to the expiration of this Agreement, or as otherwise as may be required by K.S.A. 58-2506, with regard to the initial term or any extension term. If this Agreement is renewed, it shall be pursuant to the terms and conditions of this Agreement unless the parties mutually agree to modification of terms and conditions.

3. **RENT.** Tenant shall pay to Landlord as rent for the Leased Premises the sum of Twenty-five Dollars (\$25) per acre, for a total of Seven Hundred Fifty Dollars (\$750) per year, payable on or before the 15th day of August of each term.

4. **CONDITION OF LEASED PREMISES.** Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.

5. **USE OF LEASED PREMISES.** Tenant may use the Leased Premises for the cultivation and harvesting of crops. Tenant may rotate crops as deemed necessary by standard farming practices.

6. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against the Leased Premises which might arise as a direct result of Tenant's specific use of the Leased Premises and which otherwise would not be assessed against the Leased Premises, and personal property owned by Tenant and located on the Leased Premises.

7. **MAINTENANCE.** Tenant shall be responsible for any necessary repairs and maintenance to the Leased Premises.

8. **OPERATION DURING LEASE TERMINATION YEAR.** In the event any open ground exists during a lease termination year, Landlord and Tenant shall mutually agree upon a method for working such ground in order to make it available for planting by a new tenant. To this end, Tenant shall either allow Landlord's new tenant access to the open ground for working purposes, or Landlord shall reimburse Tenant for normal and customary ground working at the customary rate applicable to such area. In the event Tenant has worked the open ground prior to receiving notice of lease termination, Tenant shall also be entitled to reimbursement for such ground working at the customary rate applicable to such area.

9. **GROWING CROPS.** All crops growing on the Leased Premises, whether growing at the time this Agreement is entered into, or at the end of any term, shall be the sole and exclusive property of Tenant, free and clear of any claim or right of Landlord.

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

11. **ALTERATIONS.** Tenant shall not make any material or substantial alteration or addition to the Leased Premises without the prior written consent of Landlord. All installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of Landlord and shall remain upon and surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement. At the request of Landlord, Tenant shall remove all installations, additions, or improvements added to the Leased Premises by Tenant during the term of this Agreement, and restore the Leased Premises to its original condition, at Tenant's sole expense. If Tenant fails to remove any installation, addition, or improvement, and restore the Leased Premises, as instructed by Landlord, Landlord may take the appropriate steps to remove and restore, and assess all related expenses to Tenant. Landlord shall have no obligation to pay Tenant for any improvement to, or left upon, the Leased Premises at the expiration of this Agreement.

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

13. **UTILITIES.** Tenant shall be responsible for the payment of all utilities used on the Leased Premises, said utilities to include, gas, electricity, water, and/or other services used, charged or imposed in or about or supplied to the Leased Premises. Landlord shall retain any shares of the Finney County Water Users' Association it currently owns, and as may be allowed by contractual obligation, state statute, or administrative regulation.

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

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

16. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration or termination of the initial or any remaining term of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies

against Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

17. **SURRENDER AND TERMINATION.** Upon expiration or termination of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to Landlord.

18. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or sublet the Leased Premises, in whole or in part.

19. **STRICT COMPLIANCE WITH LAWS.** Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, State of Kansas, Finney County, Landlord, or any other governmental agency or entity having jurisdiction over matters related to the Leased Premises.

20. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of his employees or others. All such spills shall be reported immediately to Landlord. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant.

Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant agrees to indemnify Landlord for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, his employees, or others.

21. **DEVELOPMENT BY LANDLORD.** The parties acknowledge that Landlord has plans to develop portions of the Leased Premises for additional space for Valley View Cemetery. Tenant agrees that Landlord may develop portions of the Leased Premises during the original or any renewal term of this Agreement. Should the acreage of the Leased Premises be diminished by Landlord, the rent paid by Tenant shall be reduced at the rate of Twenty-five Dollars (\$25) for each acre removed from Tenant's use by Landlord.

22. **PRIOR LEASE AGREEMENTS.** This Agreement shall supersede and replace all prior lease agreements.

23. **GENERAL COVENANTS.**

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

(1) If to Landlord:

City Manager
P.O. Box 998
301 North Eighth
Garden City, Kansas 67846
(620) 276-1160

(2) If to Tenant: Michael J. Richmeier
2901 Castlewood Place
Garden City, Kansas 67846
(620) 272-4386

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

- (b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the real property covered by this Agreement.
- (c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

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

LANDLORD

CITY OF GARDEN CITY, KANSAS

Date

By _____
Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

TENANT

2/10/2015
Date

Michael J. Richmeier
Michael J. Richmeier

Other Entities Minutes



**ITEM 2
GARDEN CITY REGIONAL AIRPORT
ADVISORY BOARD MINUTES
JANUARY 8, 2015**

5:30 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT

Charlie Robinson, Marlo Miller, Darin Germann, Max Meschberger, and Ken Frey

MEMBERS EXCUSED

Ed Fischer

STAFF PRESENT

Rachelle Powell and Miranda Benedict

ITEM 1 PUBLIC COMMENT

No public comment.

ITEM 2 APPOINTMENT OF CHAIR, VICE-CHAIR, AND SECRETARY

Staff requests the appointment of Chair, Vice-Chair, and Secretary. Currently Charlie Robinson is Chair, Ken Frey is vice-chair, and Miranda Benedict is the Secretary. Darin Germann made a motion to appoint Marlo Miller as Chair and Max Meschberger as Vice-Chair. Ken Frey seconded the motion. The motion passed unanimously. Miranda Benedict will remain Secretary.

ITEM 3 APPROVAL OF DECEMBER 11, 2014 MINUTES

Charlie Robinson made a motion to approve the December 11, 2014 Airport Advisory Board minutes. Max Meschberger seconded the motion. The motion passed unanimously.

ITEM 4 RESOLUTIONS

Staff reviewed Resolutions 766, 2196, 2388 with the Airport Advisory Board.

ITEM 5 AIRPORT 101

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

ITEM 6 AAB MEMBER TERMS

Staff requests the Airport Advisory Board consideration and recommendation to the City Commission of appointment of three members to serve on the advisory board for a term of 01/01/2015 – 12/31/2017.

Charlie Robinson made a motion to recommend to the City Commission to appoint Marlo Miller, Max Meschberger, and Edward S. Ziegler. Darin Germann seconded the motion. The motion passed unanimously.

ITEM 7 DIRECTOR’S REPORT

Staff reviewed the Director’s report with the Airport Advisory Board.

ITEM 8 MONTHLY REPORTS

Staff discussed the monthly and year end reports with the Airport Advisory Board.

ITEM 9 BOARD MEMBER COMMENTS

- A. Ed Fischer – Excused.
- B. Charlie Robinson – Relayed a comment from a customer in the terminal in regards to their appreciation for the Dallas/Fort Worth air service.
- C. Ken Frey – No Comment.
- D. Marlo Miller – No Comment.
- E. Darin Germann – No Comment.
- F. Max Meschberger – No Comment.
- E. Vacant

ITEM 10 ADJOURNMENT

Max Meschberger made a motion to adjourn. Ken Frey seconded the motion. The motion passed unanimously.

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

Thursday, February 19, 2015
9:00 A.M. City Commission Chamber – Garden City, Kansas

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

8:30 A.M. WORKSHOP - AGENDA REVIEW BETWEEN STAFF AND COMMISSION MEMBERS <i>Public Comments/questions are welcome - NO DECISION CAN BE RENDERED.</i>
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- I. **CHAIRMAN CALLS REGULAR MEETING TO ORDER**
- II. **SWEARING IN OF NEW MEMBER- BRIAN SCHWINDT**
- III. **ELECTION OF OFFICERS**
- IV. **ELECTION OF NEW GCBZA MEMBER**
- V. **APPROVAL OF MINUTES- JANUARY 15, 2015.**
- VI. **PUBLIC COMMENT - Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VII. **GENERAL STAFF REPORT AND UPDATE**
- VIII. **SUBMITTAL OF EXHIBITS FOR THE RECORD**
 - A. **Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended**
 - B. **Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended**
 - C. **Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended**
 - D. **All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
 - E. **All application files in their entirety including Staff Reports**
- IX. **BUSINESS**
 - *Staff Report & Applicant Presentation*
 - *Public Hearing*
 - *Staff or Applicant Address Public Hearing Comments*
 - *Commission Action*

NEW BUSINESS:

FC2015-09: To consider a plat of the Spikes Lake Addition, located just east of Mary and Farmland Rd., at the request of Dave Matthews.

FC2015-10: To consider a plat of the Widows Addition Number 2, located at approximately 120 W. Annie Scheer Rd., at the request of Ken Parks.

GC2015-11: To consider rezoning 1012 N. Main from “C-2” General Commercial District to “R-3” Multi-family Residential District at the request of Rebecca Gigot.

DISCUSSION ITEMS:

- X. **ADJOURN**

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION

January 15, 2015

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, December 18, 2014 in the City Commission Chambers at the City of Garden City Administrative Center located at 301 North 8th Street, Garden City, Kansas.

I. CALL TO ORDER

Vice-Chairman Lopez called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Germann, Member Howard, Member Lucas, Member Schneider, Member Laubach and Member Lopez. Also present were Secretary Kentner, Staff Davidson and Staff Fisher.

II. SWEARING IN OF NEW MEMBERS- VICKI GERMANN, LORA SCHNEIDER, DOUG LAUBACH

III. APPROVAL OF MINUTES- December 18, 2014

Member Laubach makes motion to approve the minutes from December 18, 2014. Member Lucas seconds the motion. Votes were taken by yeas and nays and recorded as follows:

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider
Yea	Yea	Not Present	Yea	Not Present	Yea	Yea	Yea

Motion passed.

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

V. SUBMITTAL OF EXHIBITS FOR THE RECORD

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

NEW BUSINESS

H2015-02 MDT Development Addition Preliminary Plat, MDT Properties, LLC.

Staff Davidson reads staff report.

Pete Earles- I met with the Fire Chief last night so we will get the fire hydrants figured out and we are discussing the street lights with the utilities department. Since this is an industrial park, the sidewalks would be going nowhere. This development is a long way from the City of Holcomb. Are the sidewalks required on one or both sides of the road or can we eliminate them altogether?

Secretary Kentner- If you wanted to recommend to the Governing Body that they put them in on one or both sides or give them a waiver from them completely, that's up to you. The subdivision regulations require sidewalks on all streets. However, we understand that it may be a while before the City meets up with this development. The sidewalk would only serve the lots as they get developed. They would be required with the development of each property's building permit but not necessarily by the developer. It's your call how you want to recommend this.

Member Laubach- What you are asking is that you as the developer not be responsible for the sidewalks but the individual property owners would need to put in the sidewalks?

Secretary Kentner- Yes, the developer wouldn't be responsible to put them in, it would just need to be shown on the plat. The individual lots would need sidewalks when they get developed.

Pete Earles- We are actually requesting that the sidewalks not be required at all.

Member Lopez- The only concern I have is acting on behalf of the City of Holcomb.

Member Laubach- My feelings are that the sidewalks ultimately need to be there. I don't think that is necessarily up to the developer. I agree with Mario; I don't feel comfortable acting on behalf of the City of Holcomb.

Member Lucas- We need to make sure that the requirements for that type of zoning are in place. If they aren't satisfied with that, they can always look into rezoning.

Secretary Kentner- In Holcomb’s Comprehensive Plan, they discuss being multi-mobile including bicycles and sidewalks on all residential collector and arterial streets. You could recommend approval of the plat as submitted but leave the sidewalk decision up to the City of Holcomb. It is in the Comprehensive Plan that sidewalks are required.

Member Laubach- If we approve it as is, it will have sidewalks?

Secretary Kentner- Correct. The Governing Body can still waive it if they choose.

Member Lucas- I just go back to the zoning use; if the intent is to make it an industrial park, I’m fine with it.

Secretary Kentner- It’s actually commercial.

Member Lucas- Right, it’s “C-2”. But if the intent is to make it an industrial park, then they could change the zoning and go about it that way.

Secretary Kentner- All of the uses that have been proposed have been commercial.

Member Lucas- I understand that but if they don’t want sidewalks, they can go with the zoning change.

Secretary Kentner- Right. The only limitation would be the commercial uses

Member Schneider- Does the City require it on one side or both sides?

Secretary Kentner- I believe in residential it’s one side. It’s been a long time since we’ve had any commercial development in Holcomb.

Staff Davidson- The regulations aren’t specific. They are up to interpretation.

Secretary Kentner- It’s probably a good call to let the Governing Body make the call.

MEMBER LAUBACH MAKES MOTION TO APPROVE THE PRELIMINARY PLAT BUT LEAVE THE DECISION OF THE SIDEWALKS UP TO THE GOVERNING BODY.

MEMBER LUCAS SECONDS MOTION.

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

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider
Yea	Yea	Not Present	Yea	Not Present	Yea	Yea	Yea

Motion passed.

H2015-03 MDT Development Addition Final Plat, MDT Properties, LLC.

Staff Davidson reads staff report.

Pete Earles- There is going to be a drainage pond on the east side of the property but it will be owned by KDOT. That’s why there is a hold up; we are waiting on a response from KDOT. We will put in a storm sewer system and bore under Big Lowe Road so that it drains into the detention pond.

Member Laubach- Are you going to grass over the retention pond?

Pete Earles- We are going to plant grass, whether it grows is another issue. It will be sloped four-to-one and will not be fenced. If at a later date we need to fence it, we will address it then.

Secretary Kentner- Most of the detention ponds that KDOT owns are also maintained by KDOT.

Pete Earles- All of the utilities will be put in by the City of Holcomb.

MEMBER LAUBACH MAKES MOTION TO APPROVE FINAL PLAT.

MEMBER LUCAS SECONDS MOTION.

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

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider
Yea	Yea	Not Present	Yea	Not Present	Yea	Yea	Yea

Motion passed.

GC2015-08 J & J Addition Plat, 1620 E. Fulton Plz., Ken Parks

Staff Davidson reads staff report.

Member Laubach- The rezoning, is that for the whole plat?

Secretary Kentner- Just for lot one.

Ken Parks- The north line, the highway put in a spiral curve. It is ever changing which means that it can’t be defined. It’s not that I can’t locate it, I can’t define it. So we just straight lined it which means that there is maybe a foot that was dedicated in the right-of-way. The zoning was originally industrial, was changed to commercial and now it’s going back.

Secretary Kentner- Typically, this plat would have been done in office but since there was a dedication to the City, it has to go through the Planning Commission and Governing Body.

MEMBER LAUBACH MAKES MOTION TO APPROVE.

MEMBER LUCAS SECONDS MOTION.

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

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider
Recused	Yea	Not Present	Yea	Not Present	Yea	Yea	Yea

Motion passed.

GC2015-05: Rezone J & J Addition from “C-2” to “I-1”, Dao Ahn Tran

Staff Fisher reads staff report.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

Secretary Kentner- We did receive several calls from people who were just interested in what was happening. We pointed them toward the zoning regulations and let them know that anything listed in the “I-1” regulations would be a permitted use.

Member Lopez- So there weren’t any real concerns but just people interested in what was going on?

Secretary Kentner- Yes.

MEMBER LUCAS MAKES MOTION TO APPROVE REZONING.

MEMBER LAUBACH SECONDS MOTION.

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

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider
Recused	Yea	Not Present	Yea	Not Present	Yea	Yea	Yea

Motion passed.

GC2015-01: Rezone 3501 E. Spruce

Staff Fisher reads staff report.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

MEMBER LUCAS MAKES MOTION TO APPROVE REZONING.

MEMBER LAUBACH SECONDS MOTION.

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

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider
Yea	Yea	Not Present	Yea	Not Present	Yea	Yea	Yea

Motion passed.

GC2015-04 Amend Airport regulations to allow night watchman’s quarters in “A-I” and “A-O”

Staff Fisher reads staff report.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

Rachelle Powell, Airport Director, was asked her opinion. She stated that she and the Board are in favor of the CUP option.

Discussion ensued.

MEMBER LUCAS MAKES MOTION TO APPROVE AS A CUP.

MEMBER LAUBACH SECONDS MOTION.

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

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider
Yea	Yea	Not Present	Yea	Not Present	Yea	Yea	Yea

Motion passed.

Meeting adjourned at approximately 9:40am.

Ken Rishel
Mario Lopez

Chairman
Vice-Chairman

Kaleb Kentner
Carol Davidson
Craig Fisher
Secretary

Garden City Police Department
Police Citizen's Advisory Board Meeting
January 20, 2015

Present: James R. Hawkins, Chief of Police; Stan Kennedy; Connie Bonwell; Charles Allen; Mellaina Johnson; Alyssa Weber; Brandon Neeb; Cindy Hernandez; Vinh Nguyen.

Not Present: Mel Galvez; Sergeant Andrew Roush; Lupe Carrasco, Administrative Assistant.

The meeting convened at 1730.

Chief Hawkins welcomed Stan Kennedy and Vinh Nguyen as new members of PCAB.

Chief Hawkins led a review of the Master Activity Reports for the month of December.

Chief Hawkins advised members of the Kansas Special Olympics Polar Plunge to be held on February 7, 2015.

Chief Hawkins updated members on the proposed Indoor Firing Range as a Capital Improvement Project.

The meeting adjourned at 1820.

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, February 3, 2015

Members Present: Tammy Rieth, Taylor Freburg, Kathy Diehl, Jimmy Deal

Members Absent: Debbie Reynolds, Jami Kilgore, Evelyn Bowman

Others Present: Kristi Newland, Donna Wohler, Brian Nelson, Neil Elms

- I. The meeting was called to order at 5:10
- II. Approval of Agenda –The agenda was approved.
- III. Approval of Minutes –The minutes from the January meeting were approved.
- IV. New Business
 - a. Zoo Monthly Report – A female addax was the first baby born at the zoo this year. A USDA inspection took place and went well. Kristi attended the AZA Directors’ Policy Workshop in Florida. The Electric Department is working with staff to get the elephant barn generator operational. Volunteer training has begun with 19 participants. A Valentine’s Day family event is being planned with animal encounters, crafts, and a drawing. Maintenance is making improvements in the rhino yard and repairing the walkway in Wild Asia.
 - b. FOLRZ Report – Friends are preparing for the annual banquet, meeting with potential board members, and beginning to hire staff for the Safari Shoppe, train drivers, etc.
 - c. Tumbleweed Festival Request – The Tumbleweed Festival board of directors sent the annual letter outlining services they are requesting from the City. This includes waiver of the Facility Use fee in exchange for the zoo’s use of their tents and closing the zoo to vehicles during the festival. Tammy moved to approve the request, Jimmy seconded and the motion passed.
- V. Old Business
 - a. Elephant Yard Expansion Update – A conference call with zoo staff, the Construction Company, and architect revisited cost estimates for the project. The construction company said the \$385,000 budgeted wouldn’t cover the cost for the basic plan of post and cable fence and gates, and estimated it would cost closer to \$500,000.
 - b. Annual Dinner February 12 (date change) - Jason Bredahl from the Cheyenne Mt. Zoo will be speaking on Giraffes. Brian passed out invitation cards.
- VI. Board Member Reports – Taylor asked if there had been any public reaction from Kristi’s newspaper article about elephants. She said there hadn’t been much, and the board wondered about criteria for places we might consider sending our elephants in the future. Kristi mentioned the IMLS study the zoo participated in that found the more social contacts an elephant has the better. So two requirements would be a zoo within a day’s drive (to reduce the stress of the move), where there is a social group that they could fit into. There would be other requirements as well.
- VII. The meeting was adjourned at 6:06 p.m.

Next scheduled Meeting is March 3, 2015 at 5:00 p.m.