

AGENDA
CITY COMMISSION MEETING
Tuesday, March 17, 2015
1:00 P.M.

- I. No Pre-meeting.**
- 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. Vickie Harshbarger, Mosaic of Garden City, requests Governing Body consideration and approval to authorize the Mayor to proclaim March 2015 as Intellectual and Developmental Disabilities Awareness Month.
 - B. Governing Body consideration and approval to authorize the Mayor to proclaim March 27, 2015 as Alan Geier Day.
 - C. Jimmy Deal, on behalf of Leave a Legacy Foundation requests Governing Body consideration and approval for the temporary closure of public vehicle access to Lee Richardson Zoo on Saturday, October 3, 2015 from 8:00 a.m. – 10:30 a.m., a waiver of the fees associated with hanging of banners and signs and assistance from Garden City Police Department.
- VII. REPORT OF THE CITY MANAGER.**
 - A. The City has received correspondence from Cox Communication regarding channel line-up changes.
 - B. Staff has provided an update on the progress of the emergency repairs to the swimming pool.
 - C. Staff has provided several items of information for Governing Body review including the following: from Director of Aviation Powell the monthly activity report, from Cemetery Sexton Stevenson the monthly activity report, from Community Development Director Kentner the building and code enforcement reports, from Public Works Director Curran the monthly projects report and transit report, from Finance Director Hitz monthly financials, from Police Chief Hawkins the monthly activity report, from Zoo Director Newland the monthly activity report.

D. Public Works Director Curran has provided information for Governing Body review concerning the 2015 Spring Clean-Up Program to be undertaken March 30 – April 10, 2015.

E. Meetings of note:

- ✓ March 21, 2015 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- ✓ March 21, 2015 – Shop Small Saturday in Downtown Garden City
- ✓ March 25, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ March 26, 2015 – Farewell reception for Human Resource Director Michelle Stegman from 2:00 p.m. – 4:00 p.m. at the City Administrative Center 2nd floor Meeting Room
- ✓ March 27, 2015 – Retirement reception for Parks Superintendent Alan Geier from 2:00 p.m. – 4:00 p.m. at the City Administrative Center 2nd floor Meeting Room
- ✓ March 28, 2015 - GCPD Citizens Police Academy – seven sessions held once a week from 9:00 a.m. – 12:00 p.m.
- ✓ March 30, 2015 – City of Holcomb and City of Garden City Candidate Forum at the City Administrative Center at 6:00 p.m.
- ✓ March 30 – April 10, 2015 – Spring Clean-Up
- ✓ April 1, 2015 – Garden City Community College and USD 457 Candidate Forum at the City Administrative Center at 6:00 p.m.
- ✓ April 4, 2015 – Lee Richardson Zoo’s Eggstravaganza from 8:30 a.m. – 3:30 p.m.
- ✓ April 7, 2015 – Election Day
- ✓ 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.
- ✓ April 18, 2015 – Shop Small Saturday in Downtown Garden City
- ✓ April 18, 2015 – The Taste of Garden City at the Clarion Inn from 6:00 – 8:30 p.m.
- ✓ April 22, 2015 – Earth Day at Lee Richardson Zoo
- ✓ May 8, 2015 – 2nd Annual Downtown Vision Golf Tournament at The Golf Club at Southwind
- ✓ May 20, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

A. Appropriation Ordinance No. 2384-2015A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

A. Bernard Chappel, Glen Woods Trust and RBC-LLC, the property owners of Chappel Heights, requests annexation of a 13.58 acre tract adjacent to Chappel Heights First Addition. An Ordinance is presented for Governing Body consideration and approval.

1. Ordinance No. _____ - 2015, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A. 12-520(c).

B. Resolution No. _____ - 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.

X. OLD BUSINESS.

A. Governing Body consideration and authorization to release a request for proposals from qualified zoos to assume care and custody of the elephants currently at Lee Richardson Zoo.

B. At your November 4, 2014 meeting, the Governing Body authorized issuing a new Request for Proposals (RFP) for use of the State Theater. Three proposals were submitted and presentations for Governing Body consideration are scheduled as follows:

1. 1:30 p.m. Finney County Preservation Alliance
2. 2:00 p.m. Garden City Recreation Commission
3. 2:30 p.m. State Theater Project

XI. NEW BUSINESS.

A. The Governing Body is asked to consider and approve the distribution of Community Grant funds as recommended by the Alcohol Fund Advisory Committee.

B. The Governing Body is asked to consider and approve the distribution of AFAC funds as recommended by the Alcohol Fund Advisory Committee.

C. The Governing Body is asked to consider and approve the distribution of the Art funds as recommended by the Arts Committee.

D. Advisory Board Recommendations:

1. Approval of installing Stop signs on Terminal Avenue at the intersections of Terminal Avenue and Fleming Streets and Terminal Avenue and JC Street Street.
2. Approval of the installation of the Pedestrian Crosswalk with signage on Spruce Street and GCCC Campus Road having city staff install an ADA ramp with GCCC reimbursing the City for the cost of the concrete.
3. Deny the request to install crosswalk with activated warning signs at the intersection of Campus Drive and Gene Avenue. Board is requesting for additional information.
4. Approval of the installation of Dip signs on Labrador Boulevard at the intersection of Labrador Boulevard and Henderson for eastbound and westbound traffic.

E. Advisory Board Recommendations:

1. Local Housing Authority – 1 appointment

F. **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 acceptance of an electric easement from Commerce Bank, N.A. for their new bank at 1515 E. Kansas Avenue.
2. Governing Body consideration and acceptance of bids received on March 10, 2015 for a 15’ mowing deck and 4WD pickup for the Street Department.
3. Staff requests authorization to contract with PEC Engineering to perform the necessary studies as required by the Kansas Department of Health and Environment to prove that the current Wastewater Treatment Plant meets the requirements regarding total nitrogen and phosphorous removal.
4. Staff requests authorization to contract with PEC Consulting to perform a Sanitary Sewer Collections Master Plan for the City.
5. Governing Body consideration and approval of the purchase of 31 mobile data terminals (MDT’s) for Police patrol vehicles.

6. Licenses:

(2015 New)

- a) Hart Constructions, LLCClass A General
- b) Wolters ConstructionClass B General
- c) Solomon’s Plumbing, LLCClass D-P Plumbing w/ Gas
- d) Professional Mechanical Contractors, Inc.Class D-P Plumbing w/ Gas
- e) Professional Mechanical Contractors, Inc.Class D-P Plumbing w/ Gas

(2015 Renewal)

- f) Pyramid Plumbing,Class B General
- g) N8’s ConstructionClass C General
- h) Partin Electric..... Class D-E Electrical
- i) Pyramid Plumbing.....Class D-P Plumbing w/ Gas
- j) Pyramid Plumbing..... Class E-BF Backflow Test
- k) Fast Eddie’s Appliance Repair Class E-SOC Specialized Other
- l) KONE, Inc.Class E-SOC Specialized Other

XII. CITY COMMISSION REPORTS.

A. Mayor Cessna

B. Commissioner Dale

C. Commissioner Doll

D. Commissioner Fankhauser

E. Commissioner Law

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
March 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, March 3, 2015 with all members present. Commissioner Law opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Commissioner Law moved to approve and allow the Mayor to proclaim April 24, 2015 as Arbor Day. Commission Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Dale moved to approve and allow the Mayor to proclaim the month of March 2015 as Problem Gambling Awareness 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	Yea

Proposals for use of the State Theater were submitted Monday, March 2, 2015. City Engineer Cottrell indicated he would the proposals to the Governing Body for review. Presentations would be scheduled for the next City Commission meeting on March 17, 2015.

Staff provided an update on the progress of the emergency repairs to the swimming pool.

The Governing Body was advised of the progression of staff and advisory group meetings that would recommend the appropriate action to take regarding Lee Richardson Zoo's two elephants and the long range plan for the elephant exhibit.

Public Utilities Director Muirhead included a public notification for a Statewide Emergency Siren Test.

Finance Director Hitz provided the monthly sales tax report for Governing Body review.

Meetings of note:

- ✓ 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 21, 2015 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- ✓ March 21, 2015 – Shop Small Saturday in Downtown Garden City
- ✓ March 25, 2015 – Garden City Area Chamber of Commerce monthly breakfast at 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.
- ✓ March 30, 2015 – Candidate Forum at the City Administrative Center, TBA
- ✓ April 4, 2015 – Lee Richardson Zoo's Eggstravaganza from 8:30 a.m. – 3:30 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.
- ✓ April 18, 2015 – Shop Small Saturday in Downtown Garden City
- ✓ April 22, 2015 – Earth Day at Lee Richardson Zoo
- ✓ May 8, 2015 – 2nd Annual Downtown Vision Golf Tournament at The Golf Club at Southwind

Appropriation Ordinance No. 2383-2015A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,930,097.24,” was read and considered section by section. Commissioner Law moved to approve and pass Appropriation Ordinance No. 2383-2015A. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2691-2015, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “C-2” GENERAL COMMERCIAL DISTRICT TO “R-3” MULTIPLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE ZONING ORDINANCE AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS (1012 N. Main Street),” was read and considered section by section. Commissioner Doll moved to approve Ordinance No. 2691-2015. 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	Yea

Bernard Chappel, on behalf of the property owners of Chappel Heights, requested annexation of a 13.58 acre tract adjacent to Chappel Heights First Addition. This is a non-contiguous annexation and requires consent of the County Commission.

Resolution No. 2624-2015, “A RESOLUTION REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS OF FINNEY COUNTY, KANSAS, MAKE FINDINGS AND DETERMINATIONS PURSUANT TO K.S.A.12-520C, THAT THE ANNEXATION OF A PARCEL OF LAND WILL NOT HINDER OR PREVENT THE PROPER GROWTH AND DEVELOPMENT OF THE AREA OR THAT OF ANY OTHER INCORPORATED CITY LOCATED WITHIN FINNEY COUNTY, KANSAS,” was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2624-2015. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Amro Samy, owner of Clarion Inn and Sleep Inn, requested vacation of Kansas Plaza on the south and east side of the property. Governing Body requested more finalized details for the plan.

Commissioner Fankhauser moved to approve a request from the Finney County Historical Society for a waiver of the sign ordinance and waiver of the fees associated with placing a sign at the Main Street Zoo entrance and at Third Street & Kansas Avenue for the annual Antique Appraisal event. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the 2015-2016 goals discussed at the February 23, 2015 retreat. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Nicole Lucas, Executive Director of Garden City Downtown Vision reviewed the organization's 2014 annual report.

Commissioner Law moved to approve the request from Stone Development, Inc. to release the surplus right-of-way at Jennie Barker Road and Spruce Street and authorization for the Mayor and City Clerk to execute the necessary deed. 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	Abstained	Yea

Commissioner Fankhauser moved to appoint Ed Sattler to fill the unexpired term to end December 2015 on the Parks and Tree Advisory Board. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve the following:

1. Governing Body acceptance of a temporary construction easement from Wal-Mart Real Estate Business Trust for the Kansas Avenue Pathway project.
2. Governing Body consideration and approval of a three-year manhole rehabilitation agreement with Mayer Specialty Services for 2015-2017.
3. Governing Body consideration and approval of bids received on February 20, 2015 for a distribution transformer.
4. Governing Body consideration and approval of bids received on February 24, 2015 for the purchase of a Toro 4100-D Mower for the Parks Department.
5. Governing Body consideration and approval of bids received on February 23, 2015 for the purchase of a heavy duty utility vehicle for Buffalo Dunes Golf Course.
6. Governing Body consideration and acceptance of the sole bid from Dynamic Technologies d/b/a Ocean Systems for hardware/software upgrade for the Garden City Police Departments audio/video forensic computer system.
7. Governing Body consideration and approval of bids received for six vehicles for Garden City Police Department.
8. Governing Body consideration and approval of a contract for plan review services with Larry Laubhan.
9. Quit Claim Deed from Heirs of Vera M. McQueen transferring Space 8, Lot 170, Zone A of Sunset Memorial Gardens to Randall J. McQueen.
10. Quit Claim Deed from Alfred J. Buschmann transferring Spaces 1, 2, 3 and 4, Lot 56, Zone D of Valley View Cemetery to John Dee Buschmann.

11. Permission for Henry or Jenny Cruz to reserve Space 3, Lot 7, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

12. Licenses:

(2015 New)

- a) Coast to Coast Builders, Inc. Class A General
- b) M&J Electric of Wichita, LLC Class D-E Electrical
- c) Downey Lawn & Landscaping (Arborist) Class E-SOC Specialized Other
- d) Downey Lawn & Landscaping (Fences) Class E-SOC Specialized Other
- e) Downey Lawn & Landscaping (Sprinkler)..... Class E-SOC Specialized Other

(2015 Renewal)

- f) Janet Doll Goldsmith..... Precious Metal
- g) Joyeria America..... Precious Metal
- h) Joyeria America..... Pawnbroker

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Law had no comments.

Mayor Cessna congratulated the 6A State Wrestlers on their third straight 6A team championship and the two State Champions, Tevin Briscoe and Michael Prieto. Mayor Cessna thanked Representative Russ Jennings, Representative John Doll and Senator Larry Powell for giving the Governing Body a better insight on state legislature during the morning's pre-meeting. Mayor Cessna commented that he has read a lot of books in the last few days since the Read Across America proclamation. Mayor Cessna stated the City had a record sales tax month. Mayor Cessna thanked Finney County Board of Commissioners and City of Holcomb Commissioners for the Joint Meeting and suggested that the meetings happen more often. Mayor Cessna clarified that he, the City Manager, and the Governing Body did promote the countywide sales tax ballot issue on March 4, 2014.

Commissioner Dale thanked staff for making the Commissioner's jobs easier. Commissioner Dale thanked the Street Department for the great job they have done recently on clearing the city streets of snow. Commissioner Dale invited the Garden

City High School 6A State Wrestlers to come to another Commission meeting to celebrate their three straight championships.

Commissioner Doll congratulated the Garden City High School 6A State Championship wrestlers.

Commissioner Fankhauser thanked Representative Russ Jennings, Representative John Doll and Senator Larry Powell for updating the Governing Body on the legislative issues.

Petitions

PROCLAMATION

- WHEREAS, the month of March, 2015, has been designated as “National Intellectual and Developmental Disabilities Awareness Month” in order to celebrate and recognize people with disabilities; and
- WHEREAS, disability is a natural part of the human experience and in no way diminishes the right of people with disabilities to make choices, contribute to society and experience in full the many blessings of American society; and
- WHEREAS, family members, friends and the community at large all play a role in supporting people with disabilities as they pursue their dreams; and
- WHEREAS, the goals of this city properly include helping people with disabilities realize full access to housing, employment and the recreation activities which help create productive and satisfying lives, and to live as independently as possible.

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

**Intellectual and Development
Disabilities Awareness Month**

and call upon on the citizens of Garden City to observe the month with appropriate programs and activities. Furthermore, I encourage the citizens of Garden City to seek information from those organizations with expertise in matters concerning professionals who support individuals with intellectual and developmental disabilities.

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

Roy Cessna, Mayor

Attest:

Celyn N. Hurtado, City Clerk

PROCLAMATION

- WHEREAS,*** *Alan Geier was appointed as a charter member of the Garden City Tree board on August 8, 1973; and*
- WHEREAS,*** *He began working for the City of Garden City at Lee Richardson Zoo on February 22, 1988; and*
- WHEREAS,*** *He has served as Grounds Foreman for the Parks and Zoo Department and was promoted to Superintendent of Public Grounds, a division of the Public Works Department on June 1, 1996; and*
- WHEREAS,*** *Superintendent Geier has taken great care in expanding and enhancing the green space and places people gather in Garden City and has devoted a significant amount of his career creating the foundation of a vibrant city; and*
- WHEREAS,*** *Superintendent Geier will retire from employment with the City of Garden City on April 1, 2015 after more than 26 years; and*
- WHEREAS,*** *Superintendent Geier will long be regarded as one of the hardest working, most dedicated and most recognizable public servants in Garden City's history,*
- NOW, THEREFORE,*** *I, Roy Cessna, Mayor of the City of Garden City, Kansas, do hereby proclaim March 27, 2015 as*

ALAN GEIER DAY

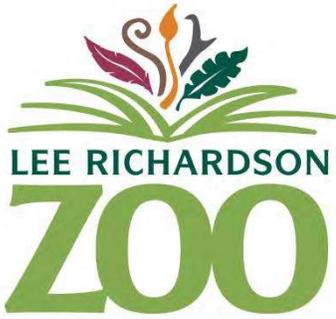
in Garden City, Kansas and urge all citizens to acknowledge and express their sincere appreciation and thanks for his service to the community, and highly commend him for the manner in which he has carried out his responsibilities and duties as Superintendent of Public Grounds for the City of Garden City.

SIGNED AND SEALED *this 17th day of March, 2015.*

Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk



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

9 March 2015

To: City Commission
Matt Allen, City Manager

From: Kristi Newland, Zoo Director

Issue:

Request from Leave a Legacy Foundation for their races beginning and ending at Lee Richardson Zoo on Oct 3, 2015. The request includes closing the zoo to guest vehicular traffic from 8 a.m. to 10:30 a.m., permitting event set up personnel into the zoo for free, as well as access to limited zoo facilities prior to zoo public hours.

Background:

This will be the 8th year for the Leave a Legacy Race. The race has been based at the zoo since its inception. The fee for zoo closure to guest vehicles for a few hours has been waived, and set up personnel permitted admission at no charge in the past. Early access to facilities on the day of the event has been covered by staff with minor scheduling adjustments incurring no further expense. Leave a Legacy has always made a generous donation to the zoo after the event.

Alternatives:

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

Recommendation:

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

Fiscal Note:

Closing to guest vehicles reduces some of the income generated by the zoo and the FOLRZ. The approved Zoo Facilities Use Guidelines and Agreement lists \$100/hr for closing to vehicles.

For security purposes Zoo staff will be on grounds at all times during the event as well as set up or tear down. Set up and tear down within zoo grounds was done during zoo regular hours. The day of event will require roughly 1-2 hours coverage outside of normal work hours which staff will be able to shift to cover.

The donation from Leave a Legacy Foundation in the past has always been more than enough to cover any lost revenue or additional staffing needed for the event.



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

March 5, 2015

Today's Date

Leave A Legacy Foundation Annual 5k & 10k Road Race

Name of Event (if applicable)

Saturday, October 03, 2015

Date of Event

Start and end at LRZ, see map attached

Location of Event

8:00 a.m. - 10:30 a.m.

Start and End Time of Event

Cancer awarness

Purpose of the Event

Jimmy Deal

PO Box 734, GC

620-260-7939

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

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

Street Closure and/or Barricades	access to Zoo facilities, closing vehicle access to Zoo, barricade at 4th ST vehicle entrance of Zoo	Steven's Park Bandshell	n/a	Noise Waiver**	n/a
Extra Trash Receptacles		Restrooms (Park Shelter Keys)	n/a	Electricity Access	n/a
Additional Request/Remarks	traffic control from PD at Fulton/4th, Fulton/Main & Main ST Arkansas River Bridge, waive sign fee/ordinance for banners at Main ST Zoo fence & GCCC (with their approval), selling/placement 18"x24" yard signs (see request for placement)				

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

March 5, 2015

Signature

Date

For office use only		KDOT	
Police		Zoo	KN 3/9/15
Fire		Public Works	
Community Devel		Parks/Grounds	
City Manager - Commission		Application Received by	Raelene Stoecklein 3/5/15



March 5th, 2015

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

Re: 2015 Legacy 10-K and Spirit 5-K

To Whom It May Concern:

This letter is to serve as formal request for approval and assistance of the City of Garden City with the up-coming Legacy 10-K and Spirit 5-K Road Races. These races are to be held on **October 3rd, 2015**. They will **begin at 8:30 am**. Both races start and end in the Lee Richardson Zoo. This will be our eighth year hosting this event and the format will be similar to years past. A map of both courses is attached. Last year we hosted over 400 runners/walkers and I anticipate a similar turn out again this year.

As in past years, our organization will be **hanging banners at several locations** around Garden City about one month prior to the event. Last year the City was **willing to waive the fees** associated with the permits to hang these banners. I am requesting the **same waiver in 2015**, as this event is in support of a not-for-profit organization that directly benefits the citizens of Garden City.

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

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



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

Last year, the Leave a Legacy Foundation sold 18" by 24" yard signs as a means to raise funds, show support for loved ones and advertise the event. We sold over 200 signs and would like to try selling more in 2015, with the City Commission's approval. Signs are sold to individuals to be placed in their yards, similar to political campaign signs. The Foundation will place them in the yard's of those who have purchased them, remove them a few days prior to our event, place them at the Clarion Inn, during registration on Oct. 3rd, move them to the Starting line of the runs on Oct. 3rd, and then move them to the grounds surrounding St. Catherine Hospital where they will remain for the Month of October. Volunteers will remove them by November 2nd, 2015. The Foundation will coordinate all aspects of this endeavor, just as we did last year.

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

Sincerely,

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



10K: Starting Line - 4th and Maple

(Main Entrance to Finnup Park and the Zoo).

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

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

5K: Starting Line - 4th and Maple

(Main Entrance to Finnup Park and the Zoo).

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

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



Report of the City Manager



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

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

February 24, 2015

Dear Matt Allen,

The following channel changes will occur for Cox Communications and Cox Business customers on or after Wednesday, March 18th:

- HLN, channel 26, will also be available to TV Economy and TV Economy Plus customers and a digital receiver or Cable CARD is required to view this channel.
- HLN HD, channel 2026, will also be available to TV Economy and TV Economy Plus customers and an HD digital receiver or Cable CARD is required to view this channel.
- Encore en Español, channel 91, will also be available to EI Mix customers and a digital receiver or CableCARD is required to view this channel.

Consumer-owned devices equipped with a CableCARD may require an advanced TV set top receiver or tuning adapter in order to receive all programming options offered by Cox Advanced TV.

We are truly grateful for the opportunity to serve your community. Please feel free to contact me at (785) 215-6720 or coleen.jennison@cox.com should you have any questions.

Sincerely,

Coleen Jennison
Government Affairs Director
Cox Communications Central Region



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



Memo

To: Mayor and City Commissioners

Thru: Matt Allen, City Manger

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

Date: March 17, 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

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. BOX 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

ISSUE

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

BACKGROUND

The recent moderate temperatures are back in our favor and work is progressing. Concrete has been placed at all three locations on the pool floor. The City Engineer is reviewing material submittals for the installation of the filler nozzles on the pool floor. The nozzles will be installed after the concrete has had sufficient time to cure.



Water stop material in place prior to pour of concrete.



The south excavation with concrete in place.



Workers finish step along the east wall of the pool.

The contractor will now begin construction of the west wall of the pool. The cost of the west wall improvements is \$88,000. This is higher than the previous \$75,000 estimate – the final design plans included additional work items not contemplated in the original estimate. This brings our contact total to \$160,134.00.

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 the previously authorized \$175,000 in the Capital Improvements Fund.

CITY COMMISSION

ROY CESSNA,

Mayor

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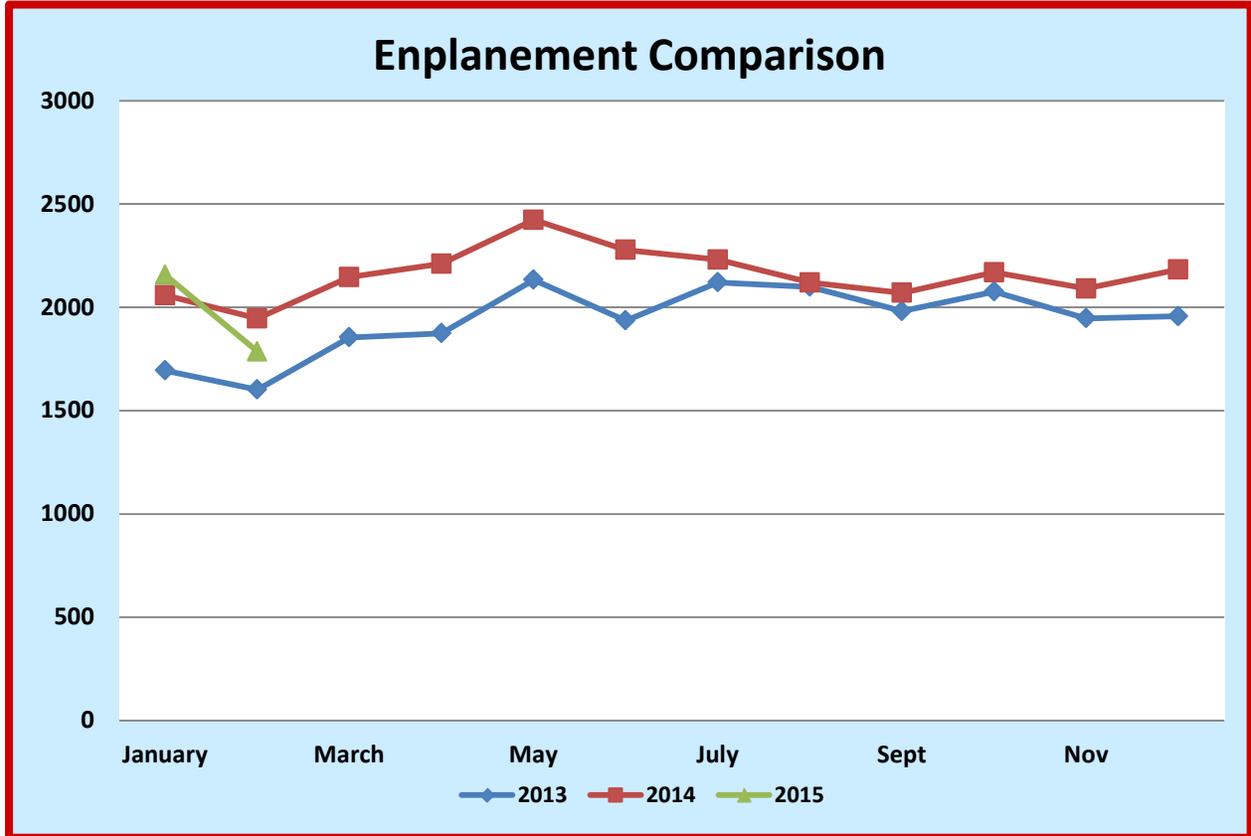
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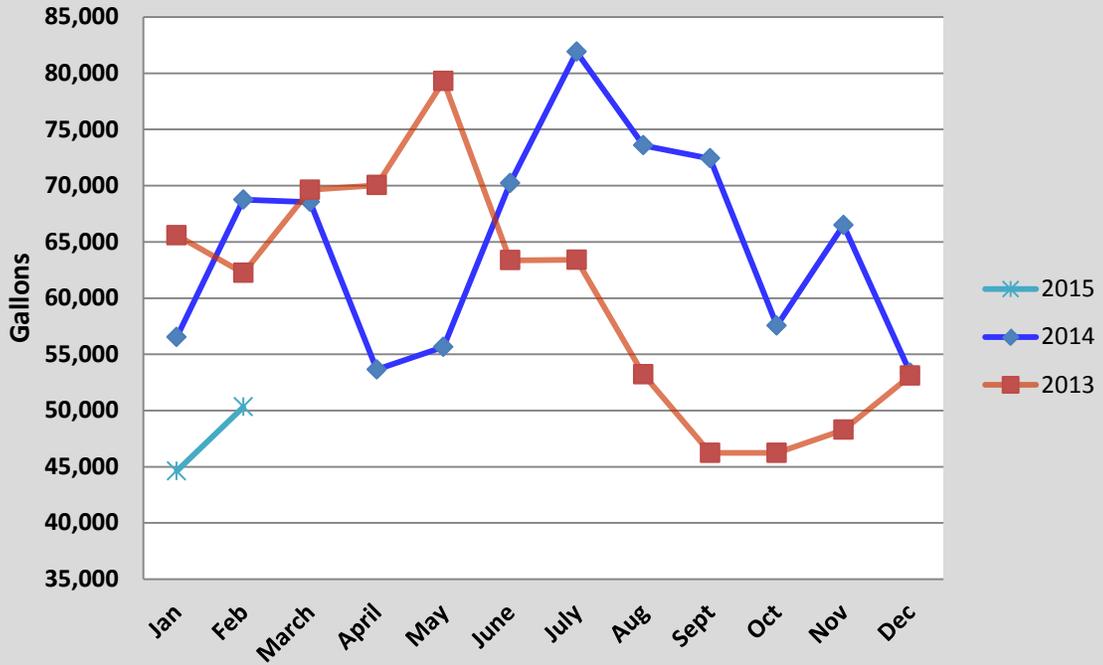
Staff Reports

**GARDEN CITY REGIONAL AIRPORT
MONTHLY REPORTS**



Total Enplanements			
2015	American Eagle	Charters	Total
Jan	2157	51	2208
Feb	1786		1786
March			0
April			0
May			0
June			0
July			0
Aug			0
Sept			0
Oct			0
Nov			0
Dec			0
TOTAL	3943	51	3994

Fuel Sale Comparison



City Manager / Cemetery Report FEBRUARY 2015

Cemetery	# of Burials	# of Spaces Sold	# of Spaces Reserved	Revenue Generated			
				Spaces Sold	Spaces Resvd	Opening/Closing of Graves	Other Fees VVC/SMG
VVC	11	8	2	\$ 3,400.00	\$ 2,300.00	\$ 3,850.00	
SMG							\$ 475.00

Total Revenue	\$ 10,025.00
----------------------	---------------------

Spaces Sold: Revenue collected from spaces purchased at time of need or pre-need

Spaces Reserved: Payments collected from reserved spaces

OTHER FEES: Monument Layouts
 Weekend/Holiday Service Fees
 Tree Removal
 Chair Rental
 Administrative Fees

Planning & Community Development Building Report February 2015





Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Finney County	BUILDING PERMIT	1325 West LINCOLN Road	88.00	4,000	Commercial Repair/Remodel	Commercial/Industrial Remodel	SIDEWALK & DRIVEWAY
Finney County	BUILDING PERMIT	4395 East HWY 50	105.00	6,300	Building	Commercial/Industrial Remodel	REMOVE AND REPLACE ROOF TO DECK USING TPO ROOFING SYSTEM - 12.5 SQUARES, 1/2" INSULATION BOARD AND TPO.
Finney County	BUILDING PERMIT	3105 North IBP	1675.00	375,000	Building	Commercial/Industrial Remodel	REMOVE AND REPLACE ROOF (INSULATION AND MODIFIED 420 SQUARES)
Finney County	GAS	2104 West JONES	29.00	1,000	Gas Permit	Commercial/Industrial Remodel	GAS PRESSURE TEST
Finney County	GAS	77 GRANDVIEW	71.00	800	Gas Permit	Commercial/Industrial Remodel	INSTALL GAS VALVE ON MAIN BURNER IN KITCHEN - GAS PRESSURE TEST
Finney County	PLUMBING	901 West MAPLE	29.00	2,500	Plumbing	Commercial/Industrial Remodel	INSTALL NEW PLUMBING SYSTEM FOR ONE ADA BATHROOM IN THE SHOP
Finney County	MECHANICAL	3210 West JONES	29.00	2,900	Mechanical	Commercial/Industrial Remodel	CHANGEOUT WALL FURNACE
Finney County	GAS	210 South FARMLAND-#3	42.00	200	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Finney County	PLUMBING	4170 East HWY 50 #108	29.00	300	Plumbing	Residential Remodel	REMOVE AND REPLACE 40 GAL WATER HEATER
Finney County	GAS	1404 GRANDVIEW EAST	42.00	600	Gas Permit	Residential Remodel	RUN GAS LINE FROM POOL EQUIPMENT TO THE GAS OUTLET IN BASEMENT
Finney County	PLUMBING	2601 West MARY #401	42.00	150	Plumbing	Residential Remodel	GAS PRESSURE TEST
Finney County	BUILDING PERMIT	6035 North SIXTEEN MILE	265.00	26,000	Building	Residential Remodel	30 x 40 x 10 POST FRAME BUILDING
Finney County	ELECTRICAL	2345 South OLD HWY 83	42.00	600	Electrical	Residential Remodel	REWORK SERIVE TO ADD NEW SERVICE TO A RESIDENCE-200 AMP
Finney County	BUILDING PERMIT	2175 CC RIDER Road	458.50	82,760	Building	Residential Remodel	CONSTRUCT NEW 42' X 64' MORTON BUILDING

Finney County	BUILDING PERMIT	1301 West MAPLE	105.00	25,000	Building	Residential Remodel	HOME ADDITION AND RE-MODEL
Finney County	BUILDING PERMIT	7005 LYLE	29.00	2,500	Building	Residential Remodel	CONSTRUCTION OF NEW STORM SHELTER
Finney County	PLUMBING	3044 KATHRYN	29.00	200	Plumbing	Residential Remodel	GAS PRESSURE TEST
Finney County	BUILDING PERMIT	319 HILLSIDE	29.00	200	Building	Residential Remodel	INSTALL L-SHAPED FENCE
Finney County	BUILDING PERMIT	1550 East SIX MILE	2459.20	663,000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME
Finney County	BUILDING PERMIT	2218 West MARY	675.00	120,000	Building	Commercial/Industrial Remodel	CONSTRUCT 40 X 50 STEEL BUILDING-KANAMAK

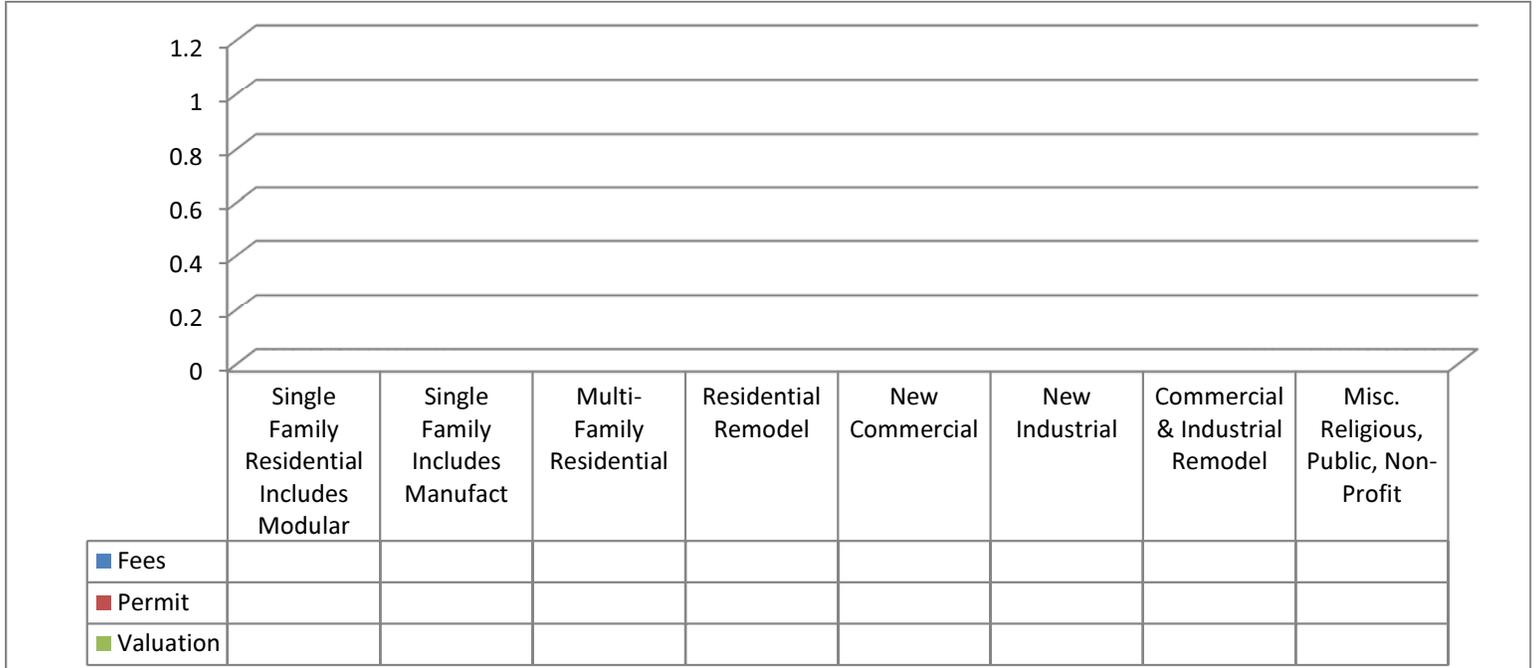
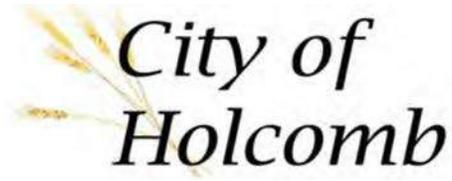


Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Garden City	SIGN PERMIT	1402 East KANSAS	0.00	0	Pole Sign	Commercial/Industrial Remodel	10' X 12' PYLON SIGN
Garden City	ELECTRICAL	404 East FULTON	29.00	500	Electrical	Commercial/Industrial Remodel	UPGRADE ELECTRICAL SERVICE TO 200 AMP
Garden City	BUILDING PERMIT	2006 East MARY Street	105.00	13,000	Building	Commercial/Industrial Remodel	ADDING EMERGENCY GENERATOR TO EXISTING WATER TOWER COMPOUND
Garden City	ELECTRICAL	2890 PRAIRIE	29.00	150	Electrical	Commercial/Industrial Remodel	RESTORE TWO METERS TO BUILDING FOR SEPERATING TENANTS.
Garden City	MECHANICAL	1408 East FULTON	62.00	2,850	Mechanical	Commercial/Industrial Remodel	C/O 2-2.5TON A/C'S & 75K 80% FURNACE
Garden City	SIGN PERMIT	1621 East FULTON	375.00	0	Pole Sign	Commercial/Industrial Remodel	VARIOUS FLAGS ATTACHED TO 5 LIGHT POLES - SIGNS
Garden City	SIGN PERMIT	1719 East KANSAS	300.00	0	Wall Sign	Commercial/Industrial Remodel	1-8X9 POLE,1-4X5 WALL SIGN,3- LETTER SIGNS-ARBY'S
Garden City	BUILDING PERMIT	401 East SPRUCE	1362.00	300,000	Commercial Repair/Remodel	Commercial/Industrial Remodel	REMODEL OF REHAB UNIT - ST. CATHERINE HOSPITAL
Garden City	SIGN PERMIT	4255 East HWY 50	25.00	300	Temporary Sign	Commercial/Industrial Remodel	3' X 8' OPEN HOUSE SIGN
Garden City	MECHANICAL	2703 North HWY 83	105.00	10,000	Mechanical	Commercial/Industrial Remodel	INSTALL NEW 5 TON A/C & 100K 80% FURNACE
Garden City	GAS	912 East FULTON	32.00	450	Gas Permit	Commercial/Industrial Remodel	NEW GAS LINE FOR 2 BBQ COOKERS LOCATED IN REAR YARD
Garden City	DEMO PERMIT	116 East LAUREL	30.00	300,000	Demo	Commercial/Industrial Remodel	INTERIOR DEMO

Garden City	BUILDING PERMIT	409 North EIGHTH	210.00	10,000	Building	Commercial/Industrial Remodel	MINOR RE-MODEL - SHEET ROCK WALLS, FLOOR & DROP CEILINGS.
Garden City	DEMO PERMIT	423 North MAIN	30.00	0	Demo	Commercial/Industrial Remodel	DEMO OF OFFICE INTERIOR
Garden City	PLUMBING	1408 BUFFALO JONES	32.00	6,390	Plumbing	Commercial/Industrial Remodel	INSTALL 100 GALLON WATER HEATER
Garden City	EXCAVATION	W & E SIDE OF N. 8THST, W/IN 100' OF W MARY ST	0.00	0	Excavation	Misc	INSTALL GROUNDWATER MONITORING WELLS FOR KS DEPT OF HEALTH AND ENVIRONMENT
Garden City	BUILDING PERMIT	140 HARVEST	0.00	1,200,000	Building	Misc	BUILDING ADDITION & REMODEL
Garden City	MECHANICAL	1719 TEXAS	200.00	32,000	Mechanical	Misc	CHANGE OUT 3 - 125K 80% FURNACES; 3 - 5 TON A/C; 1 - 5 TON A/C; 4 - 3 TON A/C; 1 - 3 1/2 TON A/C; 1 - 125K 80% FURNACE; 4 - 100K 80% FURNACES AND 1 - 75K 80% FURNACE.
Garden City	BUILDING PERMIT	1750 LAREU RD	3160.00	750,000	Building	New Commercial	NEW COMMERCIAL BUILDING-RIB CRIB RESTAURANT
Garden City	BUILDING PERMIT	2703 North HWY 83	130.00	7,000	Commercial Alteration/Addition	New Commercial	ADDITION INTERIOR FINISH-WARD'S CAFE
Garden City	BUILDING PERMIT	990 STONE CREEK Drive	14160.00	6,000,000	Building	New Commercial	NEW WATERPARK
Garden City	CURB CUT	913 North EIGHTH	30.00	0	Sidewalk	Residential Remodel	REPLACE SIDEWALK IN FRONT OF HOUSE
Garden City	PLUMBING	1402 East HACKBERRY	29.00	805	Plumbing	Residential Remodel	INSTALL 40 GALLON NATURAL GAS WATER HEATER
Garden City	MECHANICAL	517 COLONY	56.00	4,453	Mechanical	Residential Remodel	REPLACE FURNACE
Garden City	BUILDING PERMIT	4101 East HWY 50 #333	29.00	1,500	Building	Residential Remodel	PORCH ADDITION TO TRAILER
Garden City	BUILDING PERMIT	202 West THOMPSON	105.00	18,731	Building	Residential Remodel	INSTALL 14 NEW WINDOWS
Garden City	MECHANICAL	1607 A	105.00	6,654	Mechanical	Residential Remodel	INSTALL GAS FURNACE (40,000 BTU, 90%), AIR CONDITIONER (2 TON), AND COMFORT COIL (2 TON).
Garden City	ELECTRICAL	504 North THIRTEENTH	29.00	750	Electrical	Residential Remodel	REPLACE EXISTING ELECTRICAL SERVICE AND PANEL.
Garden City	PLUMBING	609 North ELEVENTH	29.00	850	Plumbing	Residential Remodel	R/R 40 GALLON WATER HEATER
Garden City	DEMO PERMIT	204 South FIRST	60.00	0	Demo	Residential Remodel	DEMOLITION OF EXISTING FOUNDATION
Garden City	BUILDING PERMIT	2009 PINECREST	58.00	500	Building	Residential Remodel	6' CEDAR FENCE
Garden City	PLUMBING	1801 JULIE	29.00	950	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON NG WATER HEATER
Garden City	BUILDING PERMIT	1713 SUMMERWOOD	105.00	16,000	Building	Residential Remodel	WINDOW AND DOOR INSTALLATION
Garden City	BUILDING PERMIT	CORNER OF SPRUCE AND JENNIE BARKER NORTH 1360 LINEAR FEET	535.00	100,000	Building	Residential Remodel	6 FOOT BRICK PRIVACY WALL
Garden City	BUILDING PERMIT	4101 East HWY 50 #320	56.00	3,300	Building	Residential Remodel	MINOR REMODEL - WINDOWS & GAS PRESSURE TEST
Garden City	CURB CUT	2803 PEARLY JANE	30.00	0	Curb Cut	Residential Remodel	REPLACE SIDEWALK RUNNING THROUGH DRIVEWAY
Garden City	PLUMBING	1711 A	29.00	0	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
Garden City	MECHANICAL	1508 ST JOHN	29.00	0	Mechanical	Residential Remodel	ADD AIR CONDITIONER-#407094

Garden City	PLUMBING	501 HUDSON	29.00	1,800	Plumbing	Residential Remodel	REPLACE SEWER LINE
Garden City	MECHANICAL	2520 North SIXTH	105.00	7,200	Mechanical	Residential Remodel	INSALL 3 TON 17 SEER AIR CONDITIONER & 92% FURNACE & 3 TON COIL
Garden City	BUILDING PERMIT	903 West OLIVE	29.00	1,000	Building	Residential Remodel	4 FT CHAINLINK FENCE
Garden City	PLUMBING	1703 North EIGHTH	29.00	950	Plumbing	Residential Remodel	INSTALL 50 GALLON NG WATER HEATER
Garden City	EXCAVATION	501 HUDSON	30.00	0	Excavation	Residential Remodel	REPLACE SEWER LINE
Garden City	BUILDING PERMIT	3313 PRIMROSE	210.00	10,500	Residential Repair/Remodel	Residential Remodel	R/R 40SQ COMP SHINGLES
Garden City	PLUMBING	307 North TWELFTH	29.00	1,500	Plumbing	Residential Remodel	REPLACE SEWER LINE
Garden City	EXCAVATION	307 North TWELFTH	30.00	0	Excavation	Residential Remodel	REPLACE SEWER LINE
Garden City	ELECTRICAL	1201 East SPRUCE	29.00	750	Electrical	Residential Remodel	RELOCATE SERVICE & REPLACE PANEL-100 AMP
Garden City	BUILDING PERMIT	308 West CAMPBELL	210.00	10,000	Building	Residential Remodel	INTERIOR REMODEL
Garden City	PLUMBING	1706 PRAIRIE PARK	29.00	750	Plumbing	Residential Remodel	R/R 40 GALLON NATURAL GAS WATER HEATER
Garden City	MECHANICAL	308 North FIRST	56.00	4,800	Mechanical	Residential Remodel	INSTALL NEW 80% 75K BTU FURNACE & 3TON A/C
Garden City	BUILDING PERMIT	1308 CONARD	29.00	900	Building	Residential Remodel	6FT WOOD FENCE
Garden City	PLUMBING	911 DAVIS	29.00	2,500	Plumbing	Residential Remodel	REPLACE SEWER LINE
Garden City	BUILDING PERMIT	2108 PARKWOOD	210.00	10,000	Residential Repair/Remodel	Residential Remodel	NEW WINDOW INSTALLATION
Garden City	PLUMBING	801 PATS	29.00	741	Plumbing	Residential Remodel	R/R 40 GALLON WATER HEATER
Garden City	MECHANICAL	1002 SAFFORD	56.00	6,000	Mechanical	Residential Remodel	INSTALL NEW FURNACE, A/C & VENTS
Garden City	EXCAVATION	911 DAVIS	30.00	0	Excavation	Residential Remodel	REPLACE SEWER LINE
Garden City	ELECTRICAL	308 West CAMPBELL	105.00	6,500	Electrical	Residential Remodel	REWIRE HOUSE, REPLACE PANEL & 100 AMP SERVICE
Garden City	PLUMBING	2702 North EIGHTH	29.00	900	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	701 JENNY	29.00	1,200	Plumbing	Residential Remodel	REPLACE WATER LINE FROM METER TO HOME
Garden City	BUILDING PERMIT	2004 ANTELOPE	200.00	26,000	Building	Residential Remodel	15 x 30 INGROUND SWIMMING POOL
Garden City	MECHANICAL	606 East KANSAS	29.00	1,600	Mechanical	Residential Remodel	CHANGE OUT 75K 80% UNIT HEATER
Garden City	BUILDING PERMIT	511 SUSAN	702.00	150,000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY RESIDENCE
Garden City	BUILDING PERMIT	629 WARRIOR #A & B	600.00	120,000	Building	Multi-Family	NEW DUPLEX - Foundation & under slab work only until further notice.
Garden City	BUILDING PERMIT	617 WARRIOR A & B	600.00	120,000	Building	Multi-Family	NEW DUPLEX - Foundation & under slab work only until further notice.
Garden City	BUILDING PERMIT	621 WARRIOR A&B	600.00	120,000	Building	Multi-Family	NEW DUPLEX - Foundation & under slab work only until further notice.
Garden City	BUILDING PERMIT	625 WARRIOR A&B	600.00	120,000	Building	Multi-Family	NEW DUPLEX - Foundation & under slab work only until further notice.
Garden City	BUILDING PERMIT	601 WARRIOR #A & B	600.00	120,000	Building	Multi-Family	NEW DUPLEX-Foundation & under slab work only until further notice.
Garden City	BUILDING PERMIT	605 WARRIOR #A & B	600.00	120,000	Building	Multi-Family	NEW DUPLEX-Foundation & under slab work only until further notice

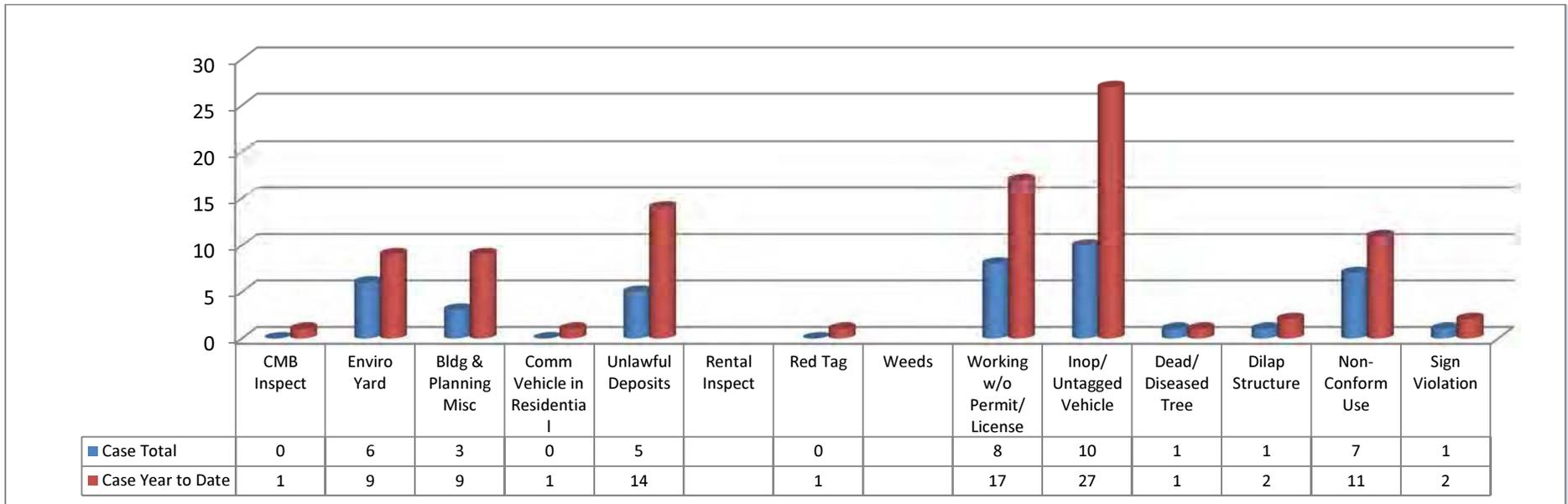
Garden City	BUILDING PERMIT	609 WARRIOR #A & B	600.00	120,000	Building	Multi-Family	NEW DUPLEX
Garden City	BUILDING PERMIT	613 WARRIOR #A & B	600.00	120,000	Building	Multi-Family	NEW DUPLEX-Foundation & under slab work only until further notice



No Permits requested or issued for the month of February, 2015



FEBRUARY 2015 CODE COMPLIANCE REPORT



Jurisdiction	File#	Address	Category	Description	Open Date	Close Date
Garden City	15-000197	2504 B	Bldg Code Misc	CONSULTATION W/ OWNER RE: ROOM ENCLOSURE	2/2/2015	
Garden City	15-000229	1106 North MAIN	Bldg Code Misc	CONSULTATION-MEET W/ PASTOR OF FUMC RE: ADDITION	2/9/2015	
Garden City	15-000254	4101 East HWY 50-#539	Bldg Code Misc	BLDG CODE MISC.-VERIFY MOBILE HOME IS IN GOOD CONDITION & MEETS CODE	2/11/2015	

CITY PROJECT UPDATES 2015

Revision No.3 - Date: March 10, 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%	2/2/2015	0%	
Petitions for New Developments														0%		0%	
ENGINEERING - HIGHWAYS & MAJOR STREETS																	
A. STATE/FEDERAL AID																	
KLINK Fulton St. to Kansas				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		KDOT?	Right-of-way?				Bid?	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	58%	\$924,423 Preservation Alliance share \$313,063
ENGINEERING - LOCAL STREETS																	
A. CITY RECONSTRUCTION/CONSTRUCTION																	
KDOT Fund Exchange projects				Bid?	Const?	Const?	Const?	Const?						0%	2/2/2015	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%	2/2/2015	0%	\$286,000 FY 2015 - Walnut & Buffalo Jones
Harvest Street Construction	Design	Design	Design	Bid?	Const?	Const?	Const?							90%	2/2/2015	50%	\$150,000 Working with developer.
New Community Sidewalks		Const?	Const	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?		0%		24%	\$30,000 \$7,094 - 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%	2/2/2015	0%	\$414,190 Cycle Two
Crack Sealing Program	FINAL									Bid?	Const?	Const?		100%	2/2/2015	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%	\$20,000 (Res. 1 - \$207.00 & Com. 0 - \$0, Obligated \$1,800.00, Available Funds \$17,993)
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.3 - Date: March 10, 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?	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	30%		City/County Project to relocate the Santa Fe Park
REGIONAL AIRPORT																	
Design Partial Twy F and Twy C	Design	Design	Design	Design?									95%		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%	4/27/15	0%	\$1,369,128	FAA Grant approved 6/11/14, City Share \$136,914
Snow Removal Equipment	Design?	Design?	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
Construct Picnic Shelter						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																	
Building Construction		Const	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	100%	12/29/15	6%	\$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?	60%			\$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 Plan

CITY PROJECT UPDATES 2015

Revision No.3 - Date: March 10, 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?	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	Mary Street
Design of Major Electrical Repairs		Design?					\$85,000	Oxidation Ditch										

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

TRANSPORTATION DEPARTMENT REPORT FOR FEBRUARY, 2015

City Link provided 4,535 for a daily average of 227 rides. Mini Bus was 1,128 for a daily average of 56. Since schools were closed on the 23rd due to the weather many of our riders did not realize we were open so found other transportation. We will need to work on communicating to the public that the Executive Director now makes the decision so even if schools are closed we may still be in operation. The drivers reported it was treacherous and slow going particularly that morning. Tony Martinez, Orange Route driver reported being missed by a semi on the by-pass by inches due to the other driver sliding through the intersection. We were glad to see it all melt!

We provided dispatching for Dodge City's scheduled door to door bus service for 1,930 rides in February for a daily average was 97. They also had snow and ice over there.

We teamed up with KU Transportation Center to host a Braun wheelchair lift maintenance and repair seminar in our building. The maintenance bay and training room is wonderful for this hands on type of training. We had people from transit agencies, service repair shops and distributors from across the region attend this vital training. When a lift breaks down we are required to get it repaired immediately so it can go back into service to meet the ADA regulations. With so few certified lift technicians in our area many of us were struggling to meet the requirement. We requested a training take place in our facility so providers could get their staff trained and we could get some service shops trained in lift maintenance and repairs.

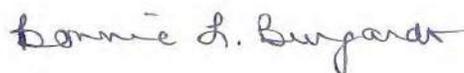
I worked with CMA to provide all of our necessary documentation for the A-133 audit for the CTD and the FCCA for the State Fiscal year 2013/2014. We are required to complete it and submit it to the federal clearinghouse by March 31, 2015. They are also auditing the City of Dodge City and the City of Liberal as part of the CTD audit this year.

We had a conference call CTD meeting. Josh Powers reported that he will be taking over for Stacey Cowan as our program manager, in addition to all of his other duties. KDOT does not plan on replacing Stacey or the other program manager Connie Spencer who also retired in January. He announced that all of our CTD meetings from now on will be conference calls. This was good news to the other agencies that have been traveling to Garden City for our meetings.

City Link was mentioned in the Catholic Health Association of the United States February issue as one of the many accomplishments of the Finney County Health Coalition.

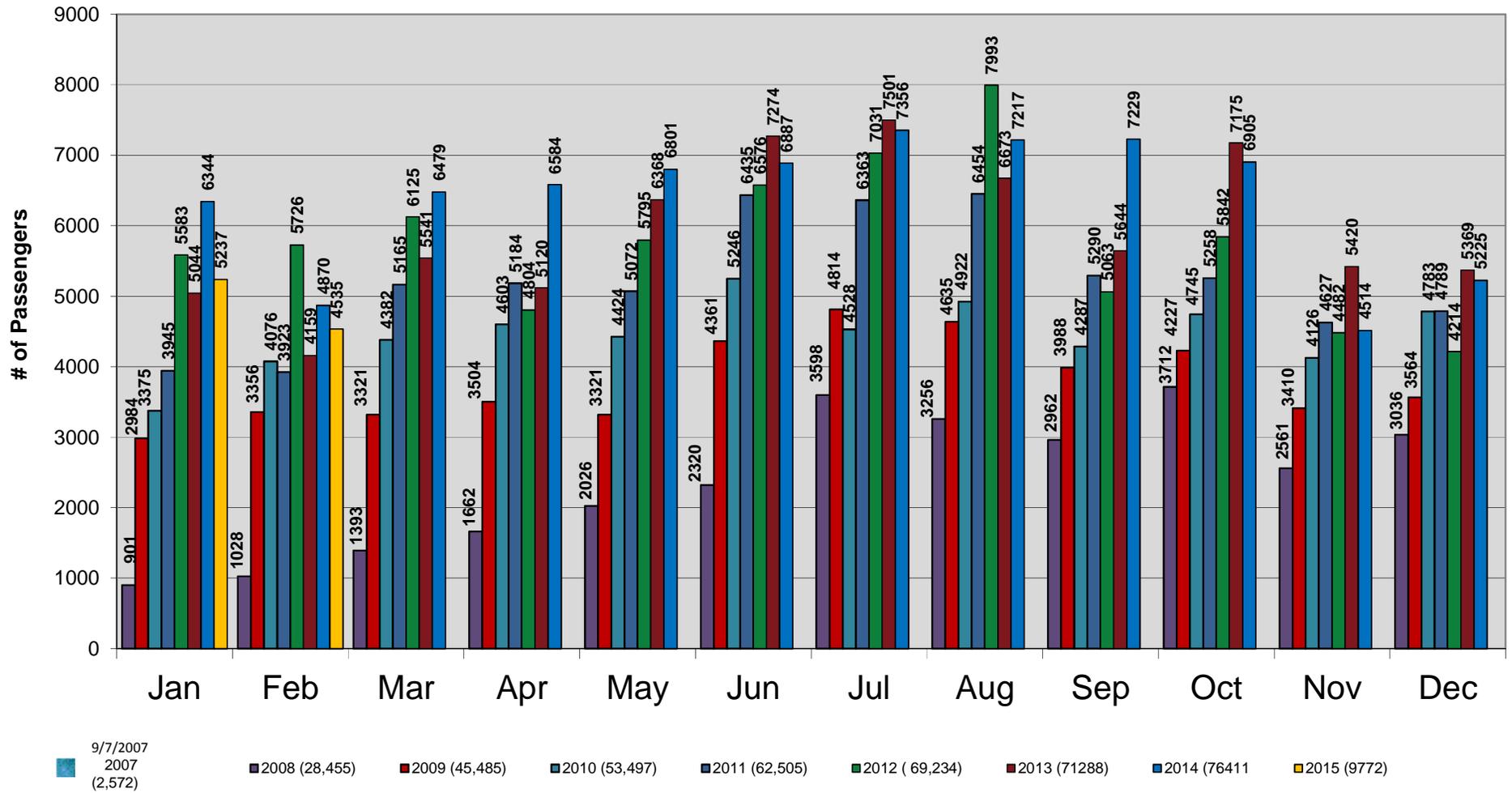
I spent a great deal of time working in the new QuickBooks to pull the information needed to complete the KDOT reimbursement request for January. It totaled nearly \$65,000 so was imperative it be sent in on time. I trained Marcy on the KDOT and TRACK reports. I also worked with the new bookkeeper, Chrystal Bazan training her on all the complexities of our accounting so we can pull reports for all our different funding partners and KDOT reporting.

Respectfully submitted,

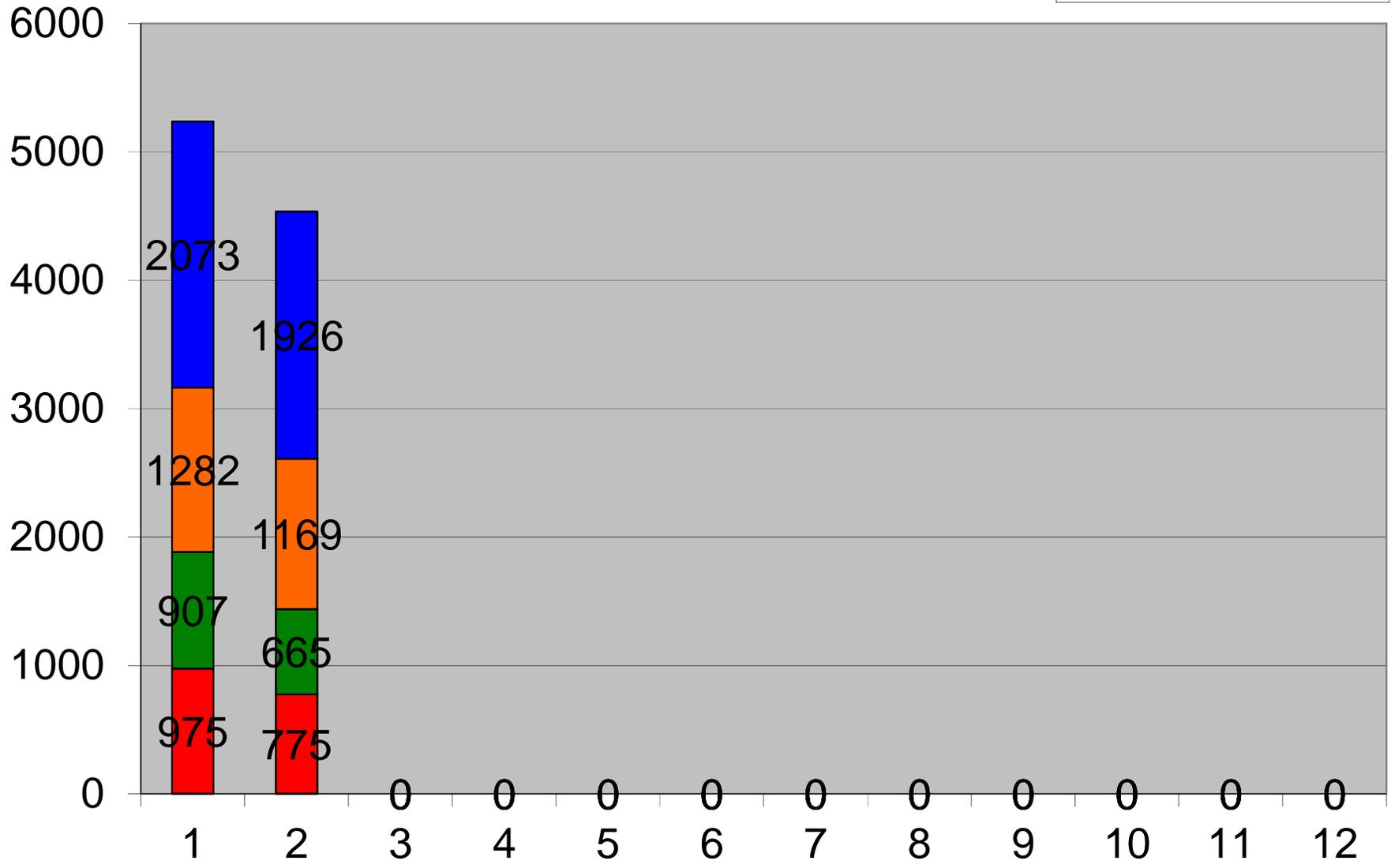
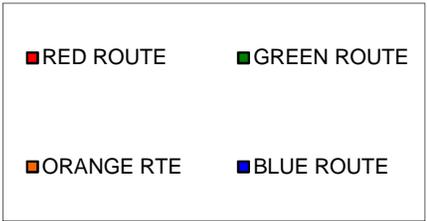


Sponsored by the Finney County Committee on Aging, Inc.; Finney County; City of Garden City; KDOT Public Transit Program; FTA and donations from friends like you.

City Link Ridership Yearly Comparison

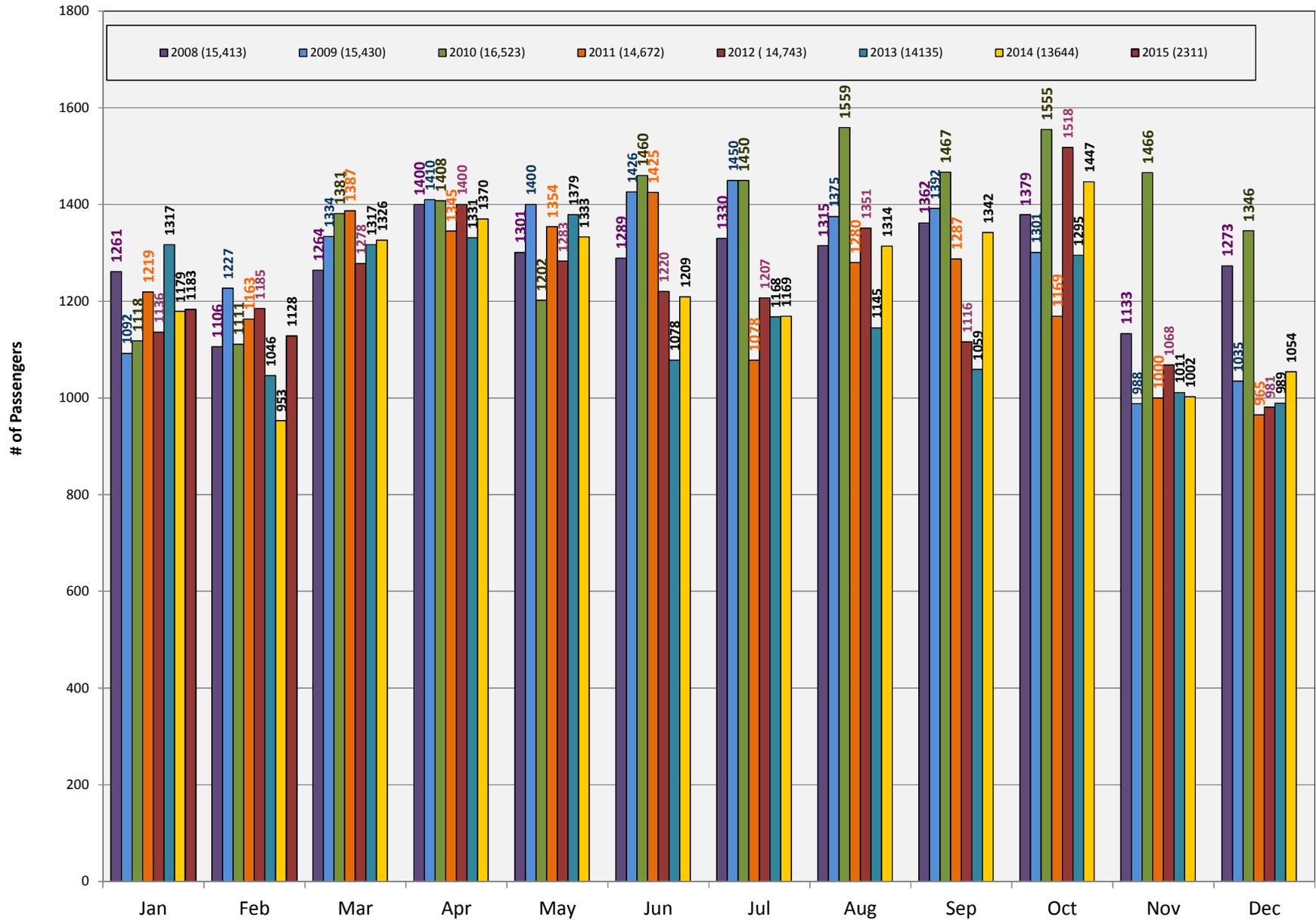


CITY LINK RIDERSHIP 2015



JANUARY 2015 THRU DECEMBER 2015

Mini Bus Ridership Yearly Comparison



**FINNEY COUNTY TRANSIT REPORT
FEBRUARY, 2015**

	REPAIRS/ MAINT./ OTHER	FUEL	MILES DRIVEN	MILES ON VEHICLE	FARES	ELDLY	DSBL	GEN. PUBLIC	TOTAL PASS.	NON- AMBUL.	LIFT STANDEE	CANE/ WLKR.	INSURANCE	NON- ON-TIME
#28	\$0.00	\$255.91	89	5836	\$20.00	21	2	1	24	1	3	7	\$0.00	0
#29	\$0.00	\$397.73	816	10141	\$200.01	24	14	148	186	0	0	0	\$0.00	0
	Serviced-oil change/lube/filter/air cleaner/tire rotation													
#30	\$0.00	\$326.04	232	8205	\$15.07	7	5	23	35	0	0	0	\$0.00	0
#27	\$245.18	\$507.56	632	74069	\$167.02	5	0	80	85	0	0	0	\$0.00	0
	Replaced front brake pads													
#12	\$420.09	\$382.64	1,669	41740	\$231.90	188	111	62	361	40	36	92	\$0.00	0
	Serviced-oil change/lube/oil, transmission and air filter,													
#14	\$132.50	\$28.86	44	70178	\$6.00	9	1	2	12	0	0	5	\$0.00	0
	Replaced muffler and hangers													
#15	\$0.00	\$309.97	779	38585	\$175.00	145	56	14	215	23	36	74	\$0.00	0
	Replaced left brake light													
#16	\$83.28	\$640.37	3,285	38698	\$710.28	167	254	1391	1812	0	0	0	\$0.00	0
	Serviced-oil change/lube/oil and air filters/rotated tires, replaced rear brake pads, replaced spot mirror													
#17	\$661.80	\$253.14	961	45784	\$200.00	129	64	21	214	38	0	68	\$0.00	0
	Serviced-oil change/lube/oil and transmission filters and fluid, replaced rear brake pads, lift switch load sensor													
#18	\$0.00	\$110.12	583	32252	\$152.00	66	20	27	113	11	16	27	\$0.00	0
	Tighten handles on lift													
#19	\$622.55	\$219.62	730	34900	\$117.00	128	38	15	181	31	0	33	\$0.00	0
	Serviced-oil change/lube/oil, air and transmission filters and fluid, replaced rear brake pads, rotated tires, hydraulic cylinder													
#20	\$182.50	\$737.28	4,464	29937	\$560.25	82	70	990	1142	2	0	4	\$0.00	0
	Serviced-oil change/lube/filter/rotated tires, replaced bolts on bike rack													
#21	\$18.28	\$63.73	173	106775	\$44.34	14	15	85	114	0	0	0	\$0.00	0
	Air filter													
#23	\$373.77	\$369.62	2,298	93506	\$324.61	45	81	529	655	0	0	0	\$0.00	0
	Serviced-oil change/lube/oil filter, tires rotated, replaced rear brake pads, replaced air filter, Access-AriZe belts													
#24	\$214.75	\$158.88	201	103836	\$25.07	0	0	35	35	0	0	0	\$0.00	0
	Replaced front crank shaft/ timing cover seal/balancer bolt													
#25	\$357.81	\$421.53	1,928	94525	\$197.02	61	56	292	409	0	0	0	\$0.00	0
	Serviced-oil change/lube/oil filter, tire rotation, replaced front brake pads, replaced Low and High beam head light													
#26	\$0.00	\$108.58	297	92806	\$28.50	14	4	52	70	0	0	0	\$0.00	0
TOTALS	\$3,312.51	\$5,291.58	19,181		\$3,174.07	1,105	791	3,767	5,663	146	91	310	\$0.00	0

Rides This Month:	Year to Date Rides:	REIMBURSEMENTS:	KDOT	FROM:	\$46,898.09	FOR :
CITY LINK RIDERSHIP:	4,535	9,772	Dec., 2015			# on Mini Bus ADA List: 270
MINI BUS RIDERSHIP:	1,128	2,311				# on Mini Bus DR List: 29
	5,663	12,083				# on City Link Half Fare: 121



City of Garden City
Monthly Financial Report FY 2015
For the Two Months Ended February 28, 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 February 28, 2015.

GENERAL FUND AT A GLANCE

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Revenues	20,987,996	5,129,355	4,776,673
Expenditures	21,972,650	4,148,580	3,661,878
Revenues Over(Under)	(984,654)	980,775	1,114,795

UTILITY FUND REVENUES AT A GLANCE

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Electric	32,323,162	4,608,550	4,749,359
Solid Waste	3,451,750	552,628	488,828
Drainage Utility	207,500	32,147	32,890
Water and Sewage	8,164,750	939,733	1,007,786
TOTAL	44,147,162	6,133,058	6,278,863

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
City Sales Tax	5,800,000	1,160,595	1,056,019
County Sales Tax	3,450,000	663,495	622,683
Franchise Tax			
Gas Utility	440,000	112,781	166,367
Telephone	67,000	9,754	11,939
CATV	232,000	0	0
Building Permits	228,250	55,542	48,260
Municipal Court Fines	1,000,000	137,825	149,761



**City of Garden City
 Monthly Financial Report FY 2015
 For the Two Months Ended
 February 28, 2015**

General Fund

General Fund Revenues collected through February were \$5,129,355. The February revenues represent 24.44% 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 18.88% of the total expenditures expected in the General Fund.

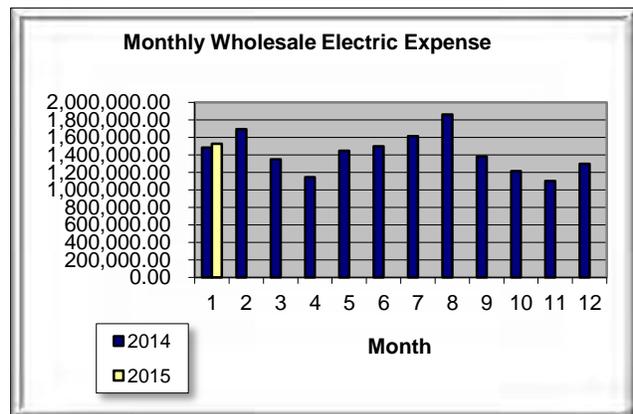
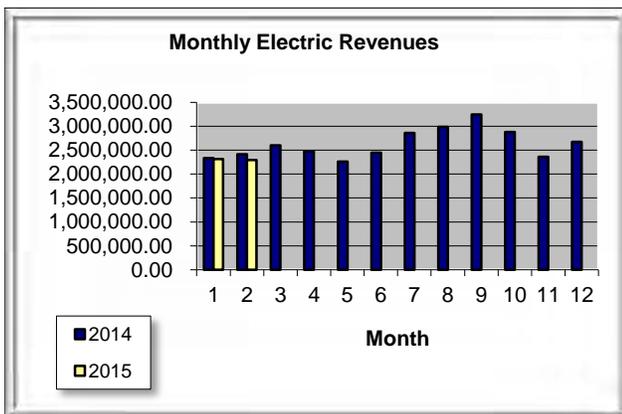
Selected Revenues

- City Sales Tax—Ahead by \$104,504 compared to February 2014 year to date collections, 9.90% ahead of 2014 for the two months ended.
- County Sales Tax— Collections for the two months ended are ahead of 2014 by \$40,812 or 6.55%.
- Franchise Tax—Budget estimates for 2015 remain approximately the same as 2014. Franchise fees are slightly lower than 2014.
- Building Permits—Budget estimates for 2015 are based on 2014 revenues. Receipts are higher than this period in 2014.
- Municipal Court Fines—Budget estimates were revised down from the 2014 budget and collections through February 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 \$4,608,550 through two months or 14.26% of budget.

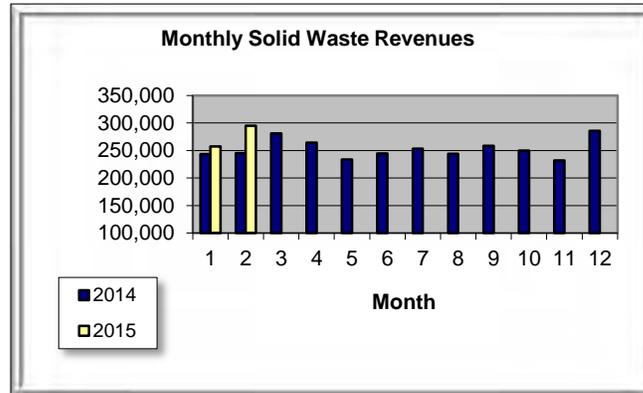


A main expense is Wholesale Electric in the Utility Fund. The 2015 revised budget for wholesale electric is \$19,212,000. The wholesale electric expense for February was not available at this printing.

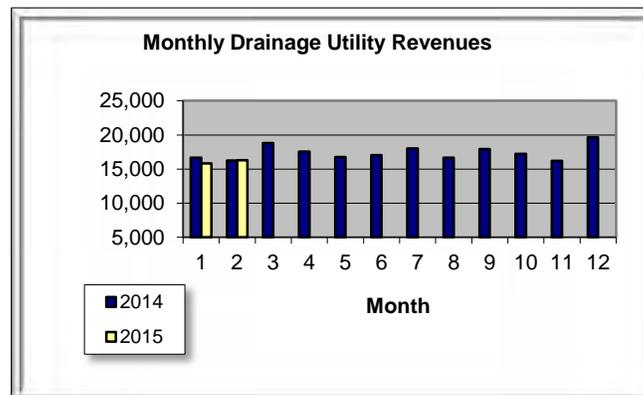


City of Garden City Monthly Financial Report FY 2015 For the Two Months Ended February 28, 2015

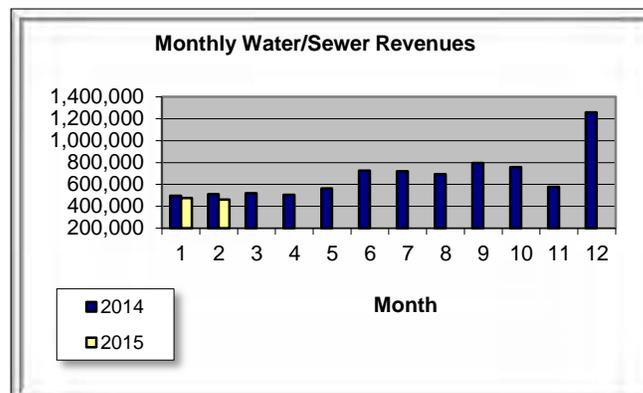
■Solid Waste revenues – revised budget at \$3,451,750 for 2015 were \$552,628 through two months or 16.01% of budget.



■Drainage Utility revenues – revised budget at \$207,500 for 2015 were \$32,147 through two months or 15.49%.



■Water and Sewage revenues - revised budget at \$8,164,750 for 2015 were \$939,733 through two months or 11.51% of budget.





CITY OF GARDEN CITY, KANSAS
 Comparison of Cash Balances with Encumbrances and Composition of Cash
 For the Two Months Ended February 28, 2015

Fund	Unencumbered Cash Balance 1/1/2015	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 2/28/2015	Add Payables and Encumbrances	Treasurer's Cash 2/28/2015
Operating						
1 General	5,499,874.19	5,129,355.06	4,050,368.33	6,578,860.92	98,212.00	6,677,072.92
Debt Service Fund						
40 Bond and Interest	521,036.83	1,309,015.20	0.00	1,830,052.03	0.00	1,830,052.03
Special Revenue Funds						
4 TIF	566,068.41	625,665.39	29,811.06	1,161,922.74	0.00	1,161,922.74
5 Capital Improvement	940,431.34	1,365.29	5,936.58	935,860.05	0.00	935,860.05
6 Community Development Loan	15,251.69	364.30	0.00	15,615.99	0.00	15,615.99
7 Cemetery Endowment	30,369.43	1,000.00	0.00	31,369.43	0.00	31,369.43
8 Community Trust	1,650,502.33	112,520.13	0.00	1,763,022.46	0.00	1,763,022.46
10 DEA Forfeiture	18,078.62	2,624.54	160.04	20,543.12	0.00	20,543.12
11 Drug Enforcement	70,498.18	2,004.64	0.00	72,502.82	0.00	72,502.82
15 Enhanced Wireless 911	359,727.98	29,648.88	22,998.61	366,378.25	0.00	366,378.25
18 Finnup Trust	89,955.66	0.00	1,117.73	88,837.93	0.00	88,837.93
25 Recreation	0.00	507,838.59	507,838.59	0.00	0.00	0.00
26 Special Improvements	-16,899.02	-2,825.00	-36,383.26	16,659.24	0.00	16,659.24
27 Special Liability	161,338.38	0.00	2,715.00	158,623.38	0.00	158,623.38
29 Special Alcohol Programs	55,144.05	0.00	0.00	55,144.05	0.00	55,144.05
30 Special Recreation and Parks	113,692.92	1,852.65	-231.82	115,777.39	0.00	115,777.39
31 FOLRZ Projects				0.00	0.00	0.00
32 Special Trafficway	975,114.66	175,136.10	179,059.97	971,190.79	0.00	971,190.79
50 Community Development Grant	0.00	0.00	0.00	0.00	0.00	0.00
52 Economic Development	386,767.58	1,896.18	351.52	388,312.24	0.00	388,312.24
53 Project Development	250,000.00	847.39	0.00	250,847.39	0.00	250,847.39
Total Special Revenue	5,666,042.21	1,459,939.08	713,374.02	6,412,607.27	0.00	6,412,607.27
Capital Projects Funds						
41 2013-GO Bond Projects	179,119.48	0.00	0.00	179,119.48	0.00	179,119.48
42 2014-GO Bond Projects	2,407,443.25	0.00	304,121.36	2,103,321.89	0.00	2,103,321.89
45 2012-GO Bond Projects	0.00			0.00	0.00	0.00
46 2012- Temporary Notes Durango P	0.00			0.00	0.00	0.00
48 2013-Temp Notes Series D	0.00			0.00	0.00	0.00
49 2013-Temp Notes Schulman Cross	1,295,415.45	0.00	208,721.21	1,086,694.24	0.00	1,086,694.24
Total Capital Projects	3,881,978.18	0.00	512,842.57	3,369,135.61	0.00	3,369,135.61
Enterprise Funds						
Electric Utility:						
67 Capital Reserve	750,000.00	125,000.00	0.00	875,000.00	0.00	875,000.00
68 General	4,780,787.17	4,608,550.35	3,102,422.08	6,286,915.44	34,926.75	6,321,842.19
69 Security Deposits	467,473.29	48,710.00	10,167.38	506,015.91	0.00	506,015.91
Total Electric Utility	5,998,260.46	4,782,260.35	3,112,589.46	7,667,931.35	34,926.75	7,702,858.10
Water and Sewer Utility:						
80 General	2,947,952.73	939,733.08	877,774.51	3,009,911.30	0.00	3,009,911.30
81 Wastewater Repair and Replacem	317,765.83	20,392.88	0.00	338,158.71	0.00	338,158.71
82 Water and Sewage Maintenance F	372,046.29	24,172.97	0.00	396,219.26	0.00	396,219.26
Total Water and Sewer Utility	3,637,764.85	984,298.93	877,774.51	3,744,289.27	0.00	3,744,289.27
Airport:						
60 General	521,676.76	520,639.59	127,038.63	915,277.72	0.00	915,277.72
61 Airport Improvement	98,758.68	31,096.52	23,999.16	105,856.04	0.00	105,856.04
Total Airport	620,435.44	551,736.11	151,037.79	1,021,133.76	0.00	1,021,133.76
Solid Waste Utility:						
75 General	1,395,919.80	552,628.22	453,184.56	1,495,363.46	122,250.00	1,617,613.46
Recreation Area:						
70 General Golf Course	50,162.64	23,044.17	164,016.92	-90,810.11	0.00	-90,810.11
71 Golf Course Building	6,957.48	115.50	0.00	7,072.98	0.00	7,072.98
Total Recreation Area	57,120.12	23,159.67	164,016.92	-83,737.13	0.00	-83,737.13
Drainage Utility:						
79 General	399,384.41	32,146.63	20,288.76	411,242.28	0.00	411,242.28
Internal Service Funds						
55 Health Insurance	324,738.40	556,333.58	802,693.47	78,378.51	0.00	78,378.51
56 Health Insurance Reserve	880,488.91	0.00	0.00	880,488.91	0.00	880,488.91
35 Workers Compensation	196,190.43	440,250.00	250,489.20	385,951.23	0.00	385,951.23
36 Workers Compensation Reserve	480,585.22	0.00	9,190.26	471,394.96	0.00	471,394.96
Total Internal Service	1,882,002.96	996,583.58	1,062,372.93	1,816,213.61	0.00	1,816,213.61
Total All Funds	29,559,819.45	15,821,122.83	11,117,849.85	34,263,092.43	255,388.75	34,518,481.18



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 2/1/2015 Through 2/28/2015

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
3022	CONNECTING LINKS	0.00	93,558.57	75,000.00	18,558.57
3023	CONSUMER USE TAX	97,375.06	1,024,107.35	800,000.00	224,107.35
3028	LIQUOR CONSUMPTION TAX	0.00	98,938.49	79,000.00	19,938.49
3035	STATE REVENUE STAMP	(25.00)	(1,150.00)	0.00	(1,150.00)
3040	AD VALOREM TAX	0.00	5,209,499.36	3,405,000.00	1,804,499.36
3041	AD VALOREM BACK TAX	0.00	139,853.76	140,000.00	(146.24)
3044	CITY SALES TAX	638,635.14	7,319,623.77	5,750,000.00	1,569,623.77
3046	COUNTY SALES TAX	362,831.80	4,331,238.69	3,450,000.00	881,238.69
3055	MOTOR VEHICLE TAX	0.00	596,561.53	455,000.00	141,561.53
3056	RECREATIONAL VEHICLE TAX	0.00	4,364.86	3,600.00	764.86
3057	HEAVY DUTY VEHICLE TAX	0.00	4,870.95	3,300.00	1,570.95
3058	COMMERCIAL VEHICLE TAX	0.00	24,357.32	0.00	24,357.32
3065	CATV FRANCHISE	0.00	233,715.13	230,000.00	3,715.13
3066	GAS UTILITY FRANCHISE	0.00	591,443.53	440,000.00	151,443.53
3067	TELEPHONE FRANCHISE	5,060.09	73,740.54	68,000.00	5,740.54
3115	CEMETERY SPACES	5,180.00	50,900.00	50,000.00	900.00
3301.01	ANIMAL BOARDING	1,615.16	15,403.57	15,000.00	403.57
3301.02	CAR STORAGE & TOWING	955.00	24,769.00	15,000.00	9,769.00
3301.05	FEES-FALSE ALARM	(150.00)	5,200.00	2,200.00	3,000.00
3301.07	FEES-GATE RECEIPTS	850.00	23,546.00	22,000.00	1,546.00
3301.08	FEES-GRAVE OPENINGS	5,150.00	81,085.00	60,000.00	21,085.00
3301.09	FEES-MONUMENT SETTING	250.00	3,000.00	3,000.00	0.00
3301.10	FEES-PLAT FILING	(6.00)	1,655.33	1,500.00	155.33
3301.11	FEES-REZONING	0.00	4,510.00	3,000.00	1,510.00
3301.12	FEES-RURAL FIRE CONTRACTS	0.00	188,329.12	200,000.00	(11,670.88)
3301.13	FEES-WAIVER FILING	765.00	10,110.31	2,000.00	8,110.31
3301.16	FINES-MUNICIPAL COURT	73,781.27	1,058,742.50	960,000.00	98,742.50
3301.17	FEES-STATE JUDGE	95.50	1,480.76	1,750.00	(269.24)
3301.18	FEES-STATE LAW ENFORCEMENT	3,638.34	56,138.05	55,000.00	1,138.05
3301.19	FEES-REINSTATEMENT	486.00	10,854.00	12,000.00	(1,146.00)
3301.20	FEES-RESTITUTION	1,011.00	3,645.76	0.00	3,645.76
3301.21	LEGAL COPIES	515.75	3,555.40	3,000.00	555.40
3301.22	PROBATION SCREENING	0.00	30.00	250.00	(220.00)
3301.23	FEES-CRIME STOPPER INFRACTION	1,486.00	19,257.00	10,000.00	9,257.00
3301.24	FEES-CRIME STOPPER MAJOR	(83.00)	1,360.00	0.00	1,360.00
3350.01	LICENSE-AMUSEMENT	0.00	100.00	2,000.00	(1,900.00)
3350.02	LICENSE-ARBORIST	200.00	600.00	500.00	100.00
3350.03	LICENSE-CEREAL MALT BEVERAGE	125.00	3,750.00	2,000.00	1,750.00
3350.04	LICENSE-CONTRACTOR	1,700.00	39,185.00	30,000.00	9,185.00
3350.06	LICENSE-ELECTRICIAN	260.00	8,719.00	6,500.00	2,219.00
3350.08	LICENSE-ITINERANT MERCHANT	0.00	9,465.00	8,000.00	1,465.00
3350.09	LICENSE-LIQUOR	0.00	5,650.00	5,000.00	650.00
3350.10	LICENSE-MECHANICAL	580.00	6,465.60	3,000.00	3,465.60
3350.12	LICENSE-PAWN SHOP	75.00	300.00	100.00	200.00
3350.13	LICENSE-PLUMBER	0.00	4,110.00	4,000.00	110.00
3350.15	LICENSE-TAXI	0.00	0.00	200.00	(200.00)
3350.16	TAGS-DOG & CAT	337.94	3,233.55	2,000.00	1,233.55
3400.01	PERMITS-BUILDING	41,594.50	253,928.37	200,000.00	53,928.37



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

From 2/1/2015 Through 2/28/2015

3400.02	PERMITS-CURB CUT	0.00	1,590.00	250.00	1,340.00
3400.03	PERMITS-ELECTRIC	205.00	9,196.25	8,500.00	696.25
3400.04	PERMITS-EXCAVATION	1,250.00	3,880.00	2,500.00	1,380.00
3400.05	PERMITS-GAS	113.00	5,650.00	5,000.00	650.00
3400.06	PERMITS-HOUSE MOVING	0.00	200.00	0.00	200.00
3400.08	PERMITS-MECHANICAL	1,687.75	13,827.75	12,000.00	1,827.75
3400.09	PERMITS-PLUMBING	667.00	15,510.50	10,000.00	5,510.50
3400.11	PERMITS-TV & SIGN	100.00	11,482.00	10,000.00	1,482.00
3435	INTEREST INCOME	1,227.41	34,352.21	37,500.00	(3,147.79)
3437	FINANCE CHARGE INCOME	(297.80)	45,864.44	12,000.00	33,864.44
3440.02	RENTAL-CITY FACILITIES	976.03	49,124.80	50,000.00	(875.20)
3440.03	RENTAL-DEPOT	100.00	1,400.00	1,200.00	200.00
3447	ROYALTIES-GAS WELLS	1,936.91	37,352.88	30,000.00	7,352.88
3450	SALE OF PROPERTY-AUCTION	0.00	22,755.55	15,000.00	7,755.55
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	1,000.00	185,000.00	184,000.00	1,000.00
3470.02	REIMBURSE-ENGINEERING	0.00	275,000.00	275,000.00	0.00
3470.03	REIMBURSE-FINNUP TRUST	0.00	0.00	100.00	(100.00)
3470.04	REIMBURSE-POLICE SERVICES	0.00	243,364.90	220,000.00	23,364.90
3470.07	UTILITY FUNDS REIMBURSEMENT	330,175.00	3,600,275.69	2,793,600.00	806,675.69
3470.08	REIMBURSE-COUNTY	95,642.93	243,423.53	160,000.00	83,423.53
3470.09	REIMBURSE-HOLCOMB	42,000.00	84,000.00	42,000.00	42,000.00
3515	FUEL TAX REFUND	0.00	0.00	1,500.00	(1,500.00)
3600.01	MISCELLANEOUS-ADMINISTRATION	1,007.10	1,173.74	0.00	1,173.74
3600.02	MISCELLANEOUS-CEMETERY	50.00	3,535.00	0.00	3,535.00
3600.04	MISCELLANEOUS-INSPECTION	10.00	85.00	1,487.00	(1,402.00)
3600.07	MISCELLANEOUS-POLICE	0.00	220.00	0.00	220.00
3600.08	MISCELLANEOUS-STREET	0.00	50,000.00	50,000.00	0.00
Total Income		1,722,139.88	26,582,066.41	20,499,537.00	6,082,529.41



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 2/1/2015 Through 2/28/2015

001 - GENERAL FUND

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	3,199.18	15,007.94	94,750.00	79,742.06
112	CITY MANAGER	33,069.56	135,964.66	535,750.00	399,785.34
113	SERVICE AND FINANCE	54,147.76	145,868.24	780,000.00	634,131.76
114	LEGAL SERVICES	13,972.00	13,972.00	116,500.00	102,528.00
115	MUNICIPAL COURT	38,807.75	82,530.99	711,000.00	628,469.01
116	HUMAN RESOURCES	12,314.63	42,069.40	234,750.00	192,680.60
117	INFORMATION TECH	21,448.45	34,158.89	494,800.00	460,641.11
118	CITY PROSECUTION	<u>22,488.29</u>	<u>60,378.59</u>	<u>292,000.00</u>	<u>231,621.41</u>
	Total Administration	199,447.62	529,950.71	3,259,550.00	2,729,599.29
121	POLICE-ADMINISTRATIVE	138,525.62	234,653.10	1,782,250.00	1,547,596.90
122	POLICE-INVESTIGATIONS	64,218.20	176,497.66	886,750.00	710,252.34
123	POLICE-PATROL	244,461.54	691,786.20	3,503,750.00	2,811,963.80
124	POLICE-SUPPORT SERVICES	86,862.79	261,482.05	1,420,000.00	1,158,517.95
125	POLICE-ANIMAL CONTROL	<u>15,387.64</u>	<u>37,318.22</u>	<u>251,000.00</u>	<u>213,681.78</u>
	Total Police	549,455.79	1,401,737.23	7,843,750.00	6,442,012.77
131	PUBLIC WORKS-PLANNING,COMM	27,746.78	72,203.67	371,250.00	299,046.33
132	PUBLIC WORKS-ENGINEERING	21,246.48	47,008.71	250,250.00	203,241.29
133	PUBLIC WORKS-STREET MAINT	69,320.17	430,849.30	1,489,250.00	1,058,400.70
134	PUBLIC WORKS-INSPECTIONS	34,112.29	78,157.44	440,750.00	362,592.56
135	PUBLIC WORKS-PARKS	<u>46,502.39</u>	<u>136,257.75</u>	<u>986,550.00</u>	<u>850,292.25</u>
	Total Public Works	198,928.11	764,476.87	3,538,050.00	2,773,573.13
141	ZOO-ADMINISTRATIVE	34,241.87	85,813.83	464,500.00	378,686.17
142	ZOO-MAINTENANCE DIVISION	20,760.58	52,594.18	384,750.00	332,155.82
144	ZOO-ANIMAL DIVISION	<u>85,196.30</u>	<u>210,984.38</u>	<u>1,197,500.00</u>	<u>986,515.62</u>
	Total Zoo	140,198.75	349,392.39	2,046,750.00	1,697,357.61
151	FIRE-ADMINISTRATIVE	17,782.36	59,553.61	406,500.00	346,946.39
152	FIRE-OPERATIONS	210,703.18	620,287.42	2,695,000.00	2,074,712.58
153	FIRE-VOLUNTEERS	629.18	1,564.30	22,000.00	20,435.70
154	FIRE-ARFF STATION	<u>21.82</u>	<u>1,341.82</u>	<u>96,000.00</u>	<u>94,658.18</u>
	Total Fire	229,136.54	682,747.15	3,219,500.00	2,536,752.85
161	CEMETERY-OPERATIONS	25,638.01	77,302.95	532,350.00	455,047.05
171	CAPITAL IMPROVEMENT	60,546.03	42,973.03	1,232,700.00	1,189,726.97
181	EMPLOYEE BENEFITS	<u>0.00</u>	<u>300,000.00</u>	<u>300,000.00</u>	<u>0.00</u>
	Total Expenses	<u>1,403,350.85</u>	<u>4,148,580.33</u>	<u>21,972,650.00</u>	<u>17,824,069.67</u>



City of Garden City
 Statement of Revenues and Expenditures-Utility Fund Revenues
 From 2/1/2015 Through 2/28/2015

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,203,564.75	4,439,817.26	31,040,565.00	(26,600,747.74)
3110.01	COLLECTIONS-COIN BOX	510.40	510.40	0.00	510.40
3118	CONNECT FEES	5,747.00	11,388.00	98,292.00	(86,904.00)
3150	IDENTIFIED LONG/SHORT	(255.00)	(270.00)	0.00	(270.00)
3151	UNIDENTIFIED LONG/SHORT	151.69	154.50	0.00	154.50
3154	INSUFFICIENT FUNDS CHECKS	(531.61)	(1,997.93)	0.00	(1,997.93)
3155	RETURNED CHECK CHARGE	450.00	925.00	4,853.00	(3,928.00)
3185	PENALTIES	0.00	0.00	75,622.00	(75,622.00)
3201	REIMBURSE-DEVELOPER	11,632.00	11,632.00	27,683.00	(16,051.00)
3435	INTEREST INCOME	21.24	21.24	3,129.00	(3,107.76)
3492	SALES TAX	67,767.53	140,575.64	1,070,618.00	(930,042.36)
3600	MISCELLANEOUS	6,433.03	5,794.24	2,400.00	3,394.24
	Total Electric	2,295,491.03	4,608,550.35	32,323,162.00	(27,714,611.65)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	270,210.47	510,658.34	3,340,000.00	(2,829,341.66)
3185	PENALTIES	18,108.77	35,119.94	80,000.00	(44,880.06)
3195	RECYCLING SALES	6,714.05	6,714.05	30,000.00	(23,285.95)
3435	INTEREST INCOME	135.89	135.89	1,250.00	(1,114.11)
3515	FUEL TAX REFUND	0.00	0.00	500.00	(500.00)
	Total Solide Waste	295,169.18	552,628.22	3,451,750.00	(2,899,121.78)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	16,318.46	32,146.63	207,250.00	(175,103.37)
3435	INTEREST INCOME	0.00	0.00	250.00	(250.00)
	Total Drainage Utility	16,318.46	32,146.63	207,500.00	(175,353.37)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	195,897.08	389,582.21	2,660,000.00	(2,270,417.79)
3103	COLLECTIONS-WATER	226,135.71	458,682.42	4,500,000.00	(4,041,317.58)
3118	CONNECT FEES	1,290.00	2,025.00	18,000.00	(15,975.00)
3120	COUNTY SEWER FEES	0.00	19,311.04	112,000.00	(92,688.96)
3130	FIRE LEG FEES	2,200.00	14,900.00	15,000.00	(100.00)
3185	PENALTIES	0.00	357.86	120,000.00	(119,642.14)
3201	REIMBURSE-DEVELOPER	2,000.00	2,000.00	15,000.00	(13,000.00)
3225	SALE OF MATERIAL	456.17	456.17	15,000.00	(14,543.83)
3228	SEWER MAINTENANCE FEES	160.00	286.00	4,500.00	(4,214.00)
3229	SEWER TANK FEES	13,682.92	24,512.56	125,000.00	(100,487.44)
3257	WATER TANK SALES	5,946.50	8,015.26	40,000.00	(31,984.74)
3260	WATER TAP FEES	11,556.08	13,273.58	40,000.00	(26,726.42)
3494	TAX-WATER CONSUMPTION	2,390.22	4,865.98	65,000.00	(60,134.02)
3515	FUEL TAX REFUND	0.00	0.00	250.00	(250.00)
3600	MISCELLANEOUS	732.50	1,465.00	10,000.00	(8,535.00)
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	462,447.18	939,733.08	8,164,750.00	(7,225,016.92)
	Total Income	<u>3,069,425.85</u>	<u>6,133,058.28</u>	<u>44,147,162.00</u>	<u>(38,014,103.72)</u>

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

OFFENSES	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Murder/Manslaughter	0	0	0
Rape	0	2	2
Robbery	1	0	1
Aggravated Assault	3	13	16
Burglary	7	11	18
Theft	41	45	86
Auto Theft	1	1	2
Arson	0	1	1
TOTAL	53	73	126
All Other Crimes	93	116	209
GRAND TOTAL	146	189	335

CRIMINAL ENFORCEMENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Adult Arrests	218	228	446
Juveniles Detained	20	25	45
TOTAL CUSTODY	238	253	491
Alcohol Related	29	13	42
Drug Related	35	35	70
Curfew Violations	3	4	7

INVESTIGATIONS DIVISION ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Total Cases Assigned	22	29	51
Total Active Cases	163	166	329
Adult Affidavits Filed	13	15	28
Juvenile Affidavits Filed	1	2	3
Follow-Up Contacts	488	437	925
Special Assignments	21	66	87
Search Warrants	12	6	18
Supplemental Reports	131	156	287
Other Reports	139	174	313
Cases Referred For Prosecution	42	58	100

TRAFFIC ACCIDENT INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Fatal Accidents	0	0	0
Injury Accidents	2	5	7
Non-Injury Accidents	58	56	114
TOTAL ACCIDENTS	60	61	121
Private Property Accidents	2	2	4

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 February 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	3	1	4
Hands, Fist, Feet, Etc.	0	7	7
Police Service Dog	0	0	0
TOTAL ASSAULTS	3	0	3

PATROL/CRD DIVISIONS SUMMARY

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Offense Reports	154	209	363
Supplemental Reports	90	110	200
Other Reports	90	90	180
Community Oriented Policing	269	261	530
Speeding Citations	33	34	67
Other Traffic Citations	279	296	575
Parking Citations	19	13	32
Warning Notices	475	416	891
Penal Summons	33	30	63
Felony Cases Cleared	28	37	65
Misdemeanor Cases Cleared	113	108	221
DUI Cases Cleared	21	10	31
Insecure Premises	5	13	18
Field Interviews	4	4	8
Citizen & Business Assists	126	136	262
Alarms	68	84	152
Adult Affidavits Filed	29	35	64
Juvenile Affidavits Filed	12	24	36

COMMUNICATIONS CENTER ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Non-Traffic Activities	2056	2273	4329
Traffic Activities	697	609	1306
TOTAL ACTIVITIES	2753	2882	5635
911 Calls	1415	1503	2918
Finney County Sheriff's Office Activities	412	397	809

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

RESPONSE TIME SUMMARY

DESCRIPTION	THIS MONTH	LAST YEAR	5 YEARS AGO
Average Emergency	3.34	4.09	2.50
Average Non-Emergency	12.07	13.29	12.28
Average Traffic Accident	13.49	9.06	10.73

ANIMAL INCIDENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Animals Impounded	91	167	258
Animals Disposed	33	31	64
Citations Issued	4	5	9
Animal Bites	1	1	2
Adoptions	46	32	78

TRAINING HOURS RECEIVED

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Administrative	31.00	4.00	35.00
Patrol/CRD Division	376.50	36.50	413.00
Support Services Division	27.00	51.75	78.75
Investigation Division	33.00	24.00	57.00
Instructor Hours	69.00	31.50	100.50
SUB-TOTAL TRAINING HRS	536.50	147.75	684.25
Academy Training Hours	0.00	96.00	96.00
TOTAL TRAINING HOURS	536.50	243.75	780.25

ADMINISTRATIVE INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Allegations Received	0	5	5
Unfounded	0	0	0
Unsubstantiated	0	0	0
Sustained	2	0	2
Exonerated	1	0	1
Violation Not Based On Complaint	0	0	0
Investigation In Progress	2	5	7
Administrative Closure	1	0	1
Commendations	2	1	3

Bias-Based Policing Statistics

February 2015

	January #	January %	February #	February %
SUBJECTS CONTACTED:	98	N/A	164	N/A
AGE:				
15 yoa - 19 yoa	25	26%	28	17%
20 yoa - 29 yoa	25	26%	53	32%
30 yoa - 49 yoa	29	30%	64	39%
50+	19	19%	19	12%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	98	100%	164	100%
RACE:				
White	90	92%	151	92%
Black	8	8%	9	5%
Native American	0	0%	1	1%
Asian	0	0%	3	2%
Other	0	0%	0	0%
More Than One Race	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	98	100%	164	100%
GENDER:				
Male	63	64%	115	70%
Female	35	36%	49	30%
Unknown	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	98	100%	164	100%
ETHNICITY:				
Hispanic/Latino	60	61%	91	55%
Non-Hispanic	38	39%	73	45%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	98	100%	164	100%
RESPONSE AREA:				
1	25	26%	37	23%
2	23	23%	38	23%
3	16	16%	30	18%
4	25	26%	35	21%
5	9	9%	24	15%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	98	100%	164	100%
PRIMARY REASON FOR OFFICER INVESTIGATION:				
Call Related	11	11%	18	11%
Officer Initiated	87	89%	146	89%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	98	100%	164	100%
INFORMATION OBTAINED BY:				
Officer's Perception	78	80%	136	83%
Investigation	20	20%	28	17%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	98	100%	164	100%

Bias-Based Policing Statistics

February 2015

	January #	January %	February #	February %
RELIGIOUS DRESS:				
Yes	0	0%	2	1%
No	98	100%	162	99%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	98	100%	164	100%
PRIMARY REASON FOR STOP:				
Moving Violation	65	66%	109	66%
Equipment Violation	22	22%	33	20%
Criminal Offense/Probable Cause	5	5%	12	7%
Other Violation	4	4%	6	4%
To Render Service	0	0%	1	1%
Suspicious Circumstances	0	0%	3	2%
Pre-existing Knowledge	2	2%	0	0%
Special Detail	0	0%	0	0%
Multiple Reasons	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	98	100%	164	100%
ACTION TAKEN:				
Citation	73	74%	118	72%
Search	0	0%	0	0%
Warning	12	12%	21	13%
Arrest	13	13%	25	15%
Warrant Arrest	0	0%	0	0%
Assistance Provided	0	0%	0	0%
No Action	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	98	100%	164	100%
SEARCH RATIONALE:				
Not Applicable	89	91%	147	90%
Vehicle Indicators	3	3%	1	1%
Verbal Indicators	0	0%	2	1%
Physical/Visual Indicators	2	2%	4	2%
Document Indicators	1	1%	0	0%
Incident to Arrest	3	3%	9	5%
Other	0	0%	1	1%
More Than One Reason	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	98	100%	164	100%
TYPE OF SEARCH:				
No Search Conducted	87	89%	140	85%
Consent Search Conducted	2	2%	3	2%
Inventory	0	0%	0	0%
Stop and Frisk	0	0%	0	0%
Search Warrant	0	0%	0	0%
No Search/Consent Denied	0	0%	0	0%
Search Incident to Arrest	8	8%	17	10%
Plain View	0	0%	2	1%
Probable Cause	1	1%	2	1%
More Than One Type	0	0%	0	0%
Not Provided	0	0%	0	0%

Bias-Based Policing Statistics

February 2015

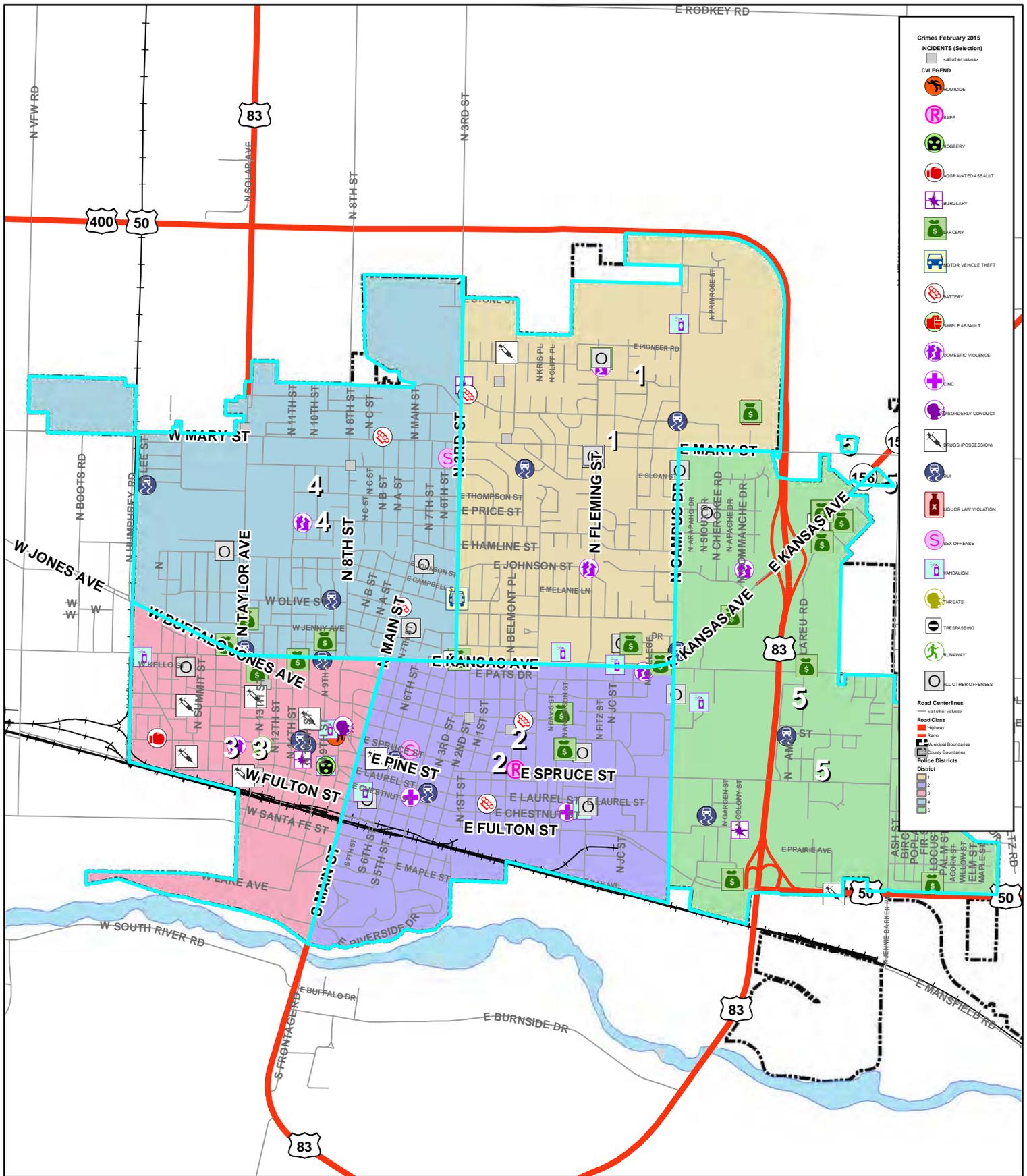
	January #	January %	February #	February %
<i>TOTAL</i>	98	100%	164	100%

Bias-Based Policing Statistics

February 2015

		January #	January %	February #	February %
CONTRABAND SEIZED:					
	None	97	99%	149	91%
	Currency	0	0%	1	1%
	Firearms	0	0%	0	0%
	Other Weapons	0	0%	0	0%
	Drugs/Paraphernalia	1	1%	3	2%
	Alcohol/Tobacco Products	0	0%	10	6%
	Stolen Property	0	0%	0	0%
	Other	0	0%	1	1%
	More Than One Type	0	0%	0	0%
	Not Provided	0	0%	0	0%
	<i>TOTAL</i>	98	100%	164	100%

Hispanic	Arrests	8	13%	15	16%
	Citations	43	72%	70	77%
	Warnings	9	15%	6	7%
		0			
Non-Hispanic	Arrests	5	13%	10	14%
	Citations	30	79%	48	66%
	Warnings	3	8%	15	21%



Garden City PD

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



City of Garden City Public Works

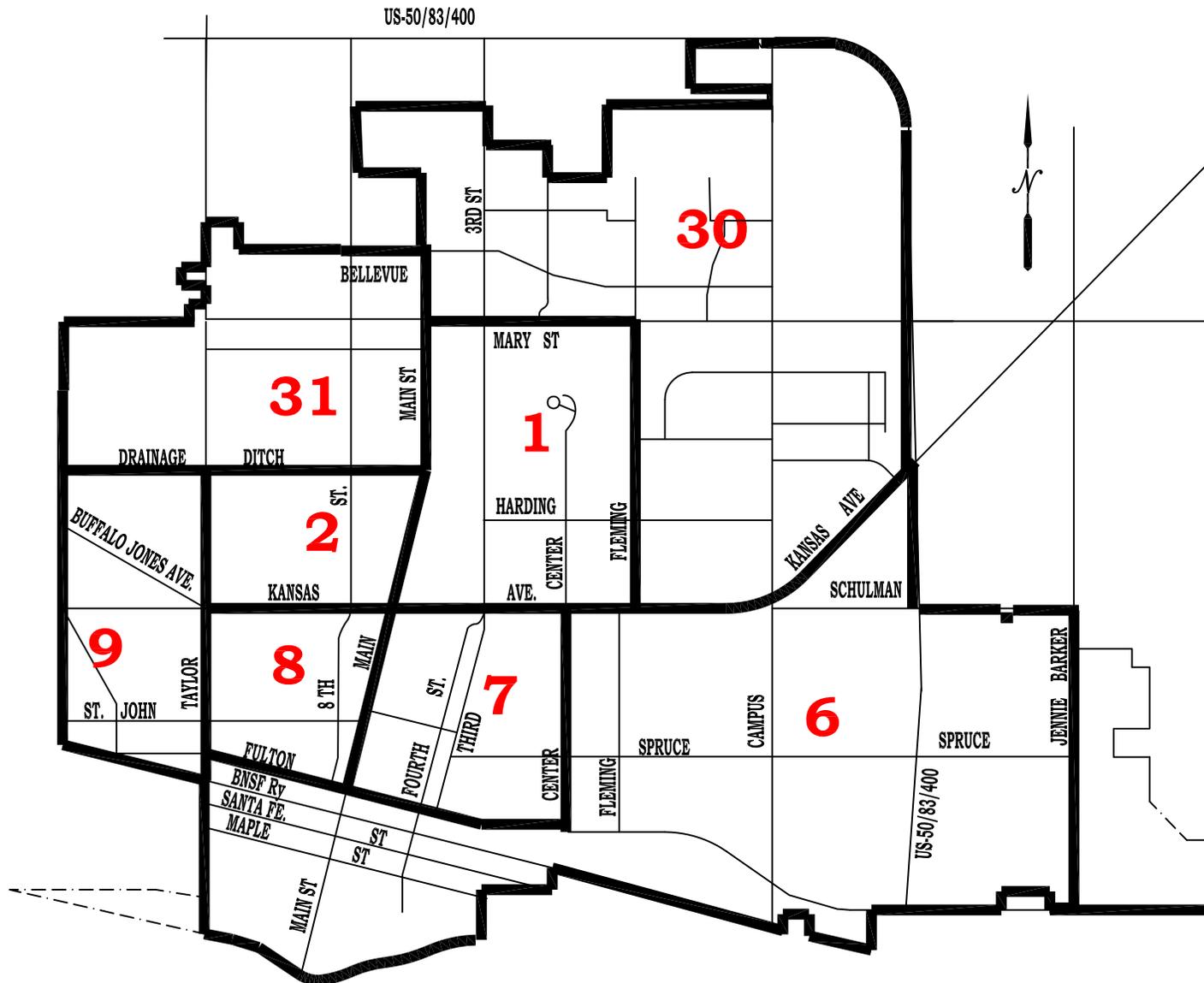
2015 Spring Clean-Up March 30 – April 10, 2015

RULES:

1. Clean-up is for Residential Areas **ONLY**. (No Commercial).
2. **ALL ITEMS** to be picked up must be placed by the street curb, NO alley pick-ups.
3. **Please do not put your debris on the water meters.**
4. Because of landfill regulations, we ask homeowners to separate tree trimmings into one pile, old furniture and boxes into another, and old appliances into another.
5. **IMPORTANT! - We are unable to pick up Refrigerators or Air Conditioners** unless arrangements are made with the Street Department. The Street Department is not responsible for having the units decharged of all **Refrigerants**. A copy of the certification must be attached to each unit before collection.
6. We can pick up tree trimmings as long as they are no longer than **8 feet** in length.
7. **One truckload of tree branches/brush per home.**
8. Grass clippings and leaves are not permitted.
9. Liquid paints and petroleum products (oil, roofing tar, crack sealer, gas, diesel and etc) are not permitted.
10. Vehicle motors or batteries are not permitted.
11. Shingles or roofing materials are not permitted.
12. Building demolition debris is not permitted.
13. The cost of **all Tires and Rim Removal** will be charged back to the address the City crews collect them from.
14. Any waste created by a contractor for tree trimming, home remodeling, appliances, and etc. will not be accepted. The contractor is responsible for the removal service.

For those individuals who have been missed, please call 276-1270 before Friday, April 3rd or Thursday, April 9th, to make arrangements to have your trash collected.

This is a great opportunity to clean up old furniture and junk in the alleys. The City of Garden City encourages all residents to take pride in the appearance of Garden City by participating in the 2015 Spring Clean-Up Program.



GARDEN CITY
PUBLIC WORKS DEPARTMENT
2015 SPRING CLEAN UP
March 30 - April 10
FOR MORE INFO
CALL 276-1270
 CLEAN UP BOUNDARY LINE 



**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 10 March 2015

RE: ANNEXATION REQUEST

ISSUE

Bernard Chappel, Glen Woods Trust and RBC-LLC, the property owners of Chappel Heights, requests annexation of a 13.58 acre tract adjacent to Chappel Heights First Addition. An Ordinance is presented for Governing Body consideration and approval.

BACKGROUND

Chappel Heights First Addition was annexed in 2013, which was also a non-contiguous annexation. Even though Chappel Heights First Addition is in the City Limits, since it was a non-contiguous annexation it may not be used to establish contiguity and thus requires consent of the County Commission. The County Commission is scheduled to act on their resolution on Monday, March 16th.

ALTERNATIVES

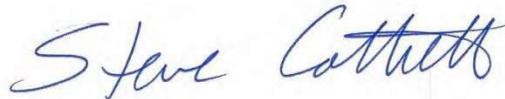
The Governing Body may adopt the ordinance or defer action to a later date. Should the Count not indicate their consent on March 16th, this matter will have to be deferred to a later date.

RECOMMENDATION

Staff recommends adopting the Ordinance.

FISCAL

There is no cost to the City for this action.



Engineering Department

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

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

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

(PUBLISHED IN THE GARDEN CITY TELEGRAM ON THIS ____ DAY OF _____, 2015)

ORDINANCE NO. ____-2015

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

WHEREAS, the following described land adjoins the City of Garden City, Kansas, and is generally located in the Northwest Quarter of Section 10, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas; and

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

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

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

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

A tract of land in the Northwest Quarter of Section 10, Township 24 South, Range 32 West of the Sixth Principal Meridian, City of Garden City, Finney County, Kansas described as follows: Beginning at the Southeast Corner of Lot 2, Block 2, Chappel Heights, First Addition, City of Garden City, Finney County, Kansas; thence N 01°25'37" E 129.94 feet (Plat: N 00°00'52" W 130.00 feet); thence S 88°18'53" E 339.98 feet; thence S 01°25'58" W 619.97 feet; thence N 88°18'53" W 158.87 feet; thence S 32°42'25" W 271.57 feet; thence on a curve to the left with a radius of 1755.00 feet an arc distance of 816.49 feet, chord being S 19°22'22" W 809.14 feet; thence S 24°29'50" W 59.85 feet; thence N 65°30'10" W 155.41 feet; thence N 65°29'49" W 179.14 feet; thence N 24°31'48" E 59.98 feet to the Southeast Corner of Chappel Heights, First Addition, City of Garden City;

thence on a curve to the right with a radius of 2075.00 feet, an arc distance of 859.25 feet (Plat: 859.29 feet), chord being N 20°50'16" E 853.13 feet; thence N 32°42'25" E 391.88 feet (Plat: N 31°15'41" E 391.87 feet); thence N 01°25'41" E 222.07 feet (Plat: N 00°00'52" W 221.99 feet); thence S 88°16'55" E 29.99 feet (Plat: S 89°45'29" E 30.00 feet) to the point of beginning, containing 13.58 acres.

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, this 17th day of March, 2015.

Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado. City Clerk

RESOLUTION NO. _____

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

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

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

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

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

- 1604 Walker- Inoperable and/or unregistered vehicle-Teal Nissan Altima*
- 805 Conkling- Inoperable and/or unregistered vehicle- Red Dodge Pickup & White Pontiac Firebird*
- 1002 N. 5th Street- Inoperable and/or unregistered vehicle- White Jeep*

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 17th day of March, 2015.

Roy Cessna, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

1604 Walker



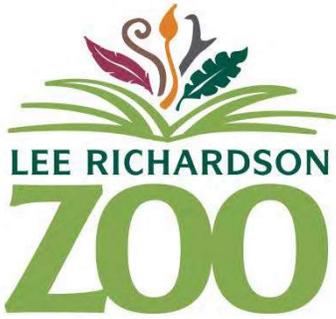
805 Conkling



1002 N. 5TH Street



Old Business



11 March 2015
To: City Commission
Cc: Matt Allen, City Manager
From: 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**

Issue: The governing body is asked to consider and authorize the release of a request for proposals from qualified zoos to assume care and custody of the elephants currently at Lee Richardson Zoo.

Background:

Within the North American captive African elephant population there are not enough youngsters to replace the older animals as they pass away. There are not enough in the population to fill all the spaces currently occupied, especially at those facilities holding a small group of older female elephants. Elephants are very social animals and meeting those needs throughout their lives is a key component of their care. Considering the age of the elephants at Lee Richardson Zoo, this combination of factors has brought the zoo to a crossroads regarding the elephants (Missy and Kimba) who reside there.

Lee Richardson Zoo currently houses two female elephants: 46 year-old Missy, and 33 year-old Kimba. There are 4 female elephants in North America older than Missy, the oldest one turning 55 this year. Current Association of Zoos and Aquariums (AZA) elephant management and accreditation standards include that an accredited zoo that has only one elephant will most likely receive a recommendation to send that elephant to another facility to address the social needs of that elephant. Based on population analysis and current trends Lee Richardson Zoo will most likely be down to one elephant within the next 5 years.

The importance of the social aspect of an elephant's life was reinforced in the results of an elephant welfare study recently undertaken by 96% of the AZA facilities that hold elephants, including Lee Richardson Zoo. The more social contacts (having multiple social partners) an elephant had, the more their welfare was improved with reduced obesity, stress, and stereotypical behaviors. Stereotypical behaviors are defined as unvarying and repetitive behaviors with no apparent goal or function, i.e. swaying in place.

There are currently 14 other accredited facilities in addition to Lee Richardson Zoo that have informed AZA's Elephant TAG (Taxon Advisory Group) that they would be able to add an elephant(s) now or within the next four years. These facilities are located throughout the country and most have committed to holding larger groups (more than 3) of elephants and their offspring. Animal managers looking for new facilities to send their last elephant will give consideration to the size of the program



at the new facility. A larger elephant program offers increased social contacts for the elephant and can keep that elephant until the end of its days, while a smaller program like ours will increase the social factor to a small degree and is more likely to have to send that elephant to another location again within its lifetime when the “new” facility is down to one elephant.

Missy and Kimba have been together for 30 years. Based on staff observations over the eight years Missy and Kimba have been at Lee Richardson Zoo, Kimba takes cues from and is comforted by Missy. Missy is also more comfortable when Kimba is present. It has been documented that elephants grieve the passing of their companions. Based on discussions with other elephant professionals, and the social nature of elephants, when Missy passes, it benefits Kimba to have relationships with other elephants already established. The same would hold true for Missy if Kimba were to pass first. Based on staff experience, discussions with other elephant professionals, and the social nature of elephants, transitioning to a new facility will be facilitated by the presence of a long-time companion rather than adjusting alone.

Zoos have been modifying procedures to try to improve breeding success for years. Based on the social nature of elephants, one step taken has been to modify social groupings to more closely mimic natural groupings found in the wild – housing female elephants and offspring in herds, and older males in smaller groups. Lee Richardson Zoo’s elephant facilities cannot hold male elephants, nor can it hold a family group of elephants.

Alternatives:

1. Authorize the release of a request for proposals from qualified zoos to assume custody and care of the elephants currently at Lee Richardson Zoo.
2. Direct staff to continue to provide care for two female elephants until down to one. That one would most likely then travel to another facility to satisfy her social needs.

Recommendation:

Based on ages, availability, and the social nature of elephants, the Zoo Director with the support of the Zoo Advisory Board and the board of Friends of Lee Richardson Zoo recommends releasing a request for proposals from qualified zoos to assume care and custody of the elephants currently at Lee Richardson Zoo. (Alternative 1)

Fiscal note: Staff does not anticipate any net savings or cost as a result of this decision as we do not anticipate staff changes and would seek a replacement exhibit.



Friends
of Lee Richardson Zoo

P.O. Box 1638 • Garden City, KS 67846
620.276.6243 • director@folrz.com



March 6, 2015

City of Garden City
301 N. 8th St.
Garden City, KS 67846
Attention: City Commissioners

Dear Commissioners,

We, the board of the Friends of Lee Richardson Zoo, stand behind Kristi Newland and her staff with her request to begin the process of soliciting proposals from qualified zoos to assume the care and custody of the elephants currently residing at our zoo. We believe that this decision has not been made lightly and that it is in the best interest of both elephants to relocate to their 'forever home.' This will allow them to acclimate to the new surroundings and a new herd with the comfort of a companion.

The board of the Friends of Lee Richardson Zoo believes that the elephant exhibit is a critical component of the zoo. To that end, we intend to work diligently to find a solution that will bring elephants back to Garden City. In order to meet our goal of returning the elephants within a decade, we will require the cooperation of the City, Ms. Newland and her staff. Though we can't save our current girls from the inevitable, we feel like it is paramount to save the exhibit for the sake of our community and all who come to visit our Lee Richardson Zoo. At the same time, we will continue with our current fundraising efforts to address the improvement and replacement of several current exhibits.

The Lee Richardson Zoo is a unique and very special place for the residents of Southwest Kansas. While recognizing the importance of the elephants to our community, we also understand that this action must be undertaken for the best interest and welfare of the animals.

With best regards,

Carole Geier
Board Chair
Friends of Lee Richardson Zoo

CG/th, jg

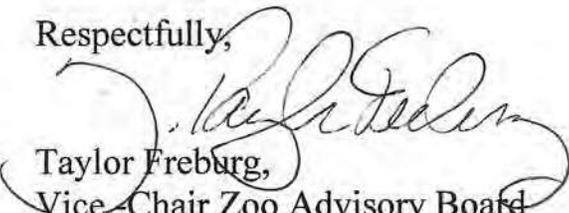
11 March 2015

To: City Commission
Cc: Matt Allen, City Manager

From: Zoo Advisory Board

Based on initial discussions at the October 7, 2014 City Commission pre-meeting and follow-up discussions at subsequent Zoo Advisory Board meetings regarding the elephants at Lee Richardson Zoo (care standards, facilities, population analysis and trends, and elephant social needs), the Zoo Advisory Board supports soliciting proposals from qualified zoos to assume the care and custody of Missy and Kimba in order to meet their social needs as they age.

Respectfully,



Taylor Freburg,
Vice-Chair Zoo Advisory Board

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 11 March 2015

RE: STATE THEATER

ISSUE

At your November 4, 2014 meeting, the Governing Body authorized issuing a new Request for Proposals (RFP) for use of the State Theater. Three proposals were submitted and presentations have been scheduled for Governing Body consideration.

BACKGROUND

On March 2nd, three proposals for use of the State Theater were received. The proposals received are attached along with the RFP. Also attached is a side-by-side comparison of key points.

The Finney County Preservation Alliance in collaboration with the String Academy of the Plains proposes a facility that would provide movies, live theater, concerts, office and meeting space for arts groups, a late night coffee shop and a small business incubator space.

Duane West and the Garden City Recreation Commission propose to use the facility for live theater, movies, concerts, recitals, special event rentals and their performing arts activities, as they have provided in past years.

The State Theater Project proposes providing at least four live productions, running 3 weeks each, per year, a holiday production and other one-night events.

The schedule of presentations on March 17th is as follows:

- 1:30 p.m. – Finney County Preservation Alliance
- 2:00 p.m. – Garden City Recreation Commission
- 2:30 p.m. – State Theater Project

ALTERNATIVES

- 1) The Governing Body may accept one of the proposals and authorize appropriate contract negotiations.
- 2) The Governing Body may defer a decision until a later meeting.
- 3) The Governing Body may reject all proposals and give new instructions to staff for the facility.



Engineering Department

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

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

CITY ADMINISTRATIVE
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301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
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FAX 620.276.1137
www.garden-city.org



**Engineering
Department**

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

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

RECOMMENDATION

Staff requests direction from the Governing Body regarding this matter.

FISCAL

Project costs are presented on the comparison sheet. The City has \$50,000 available, from the 2011 G.O. bond issue, for environmental remediation, of which \$10,000 has since been earmarked for life safety improvements. These funds can be given or reimbursed to the selected party for their use on the building. If the building is in private ownership, it would return to the tax rolls. The building is currently appraised at \$329,700, which would bring the City \$2,774 in property taxes at the 2014 mill levy. The renovation would certainly increase the valuation, yielding additional tax revenue.

The fiscal impact to the City would also be positive from the avoidance of further maintenance expense on the building.

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

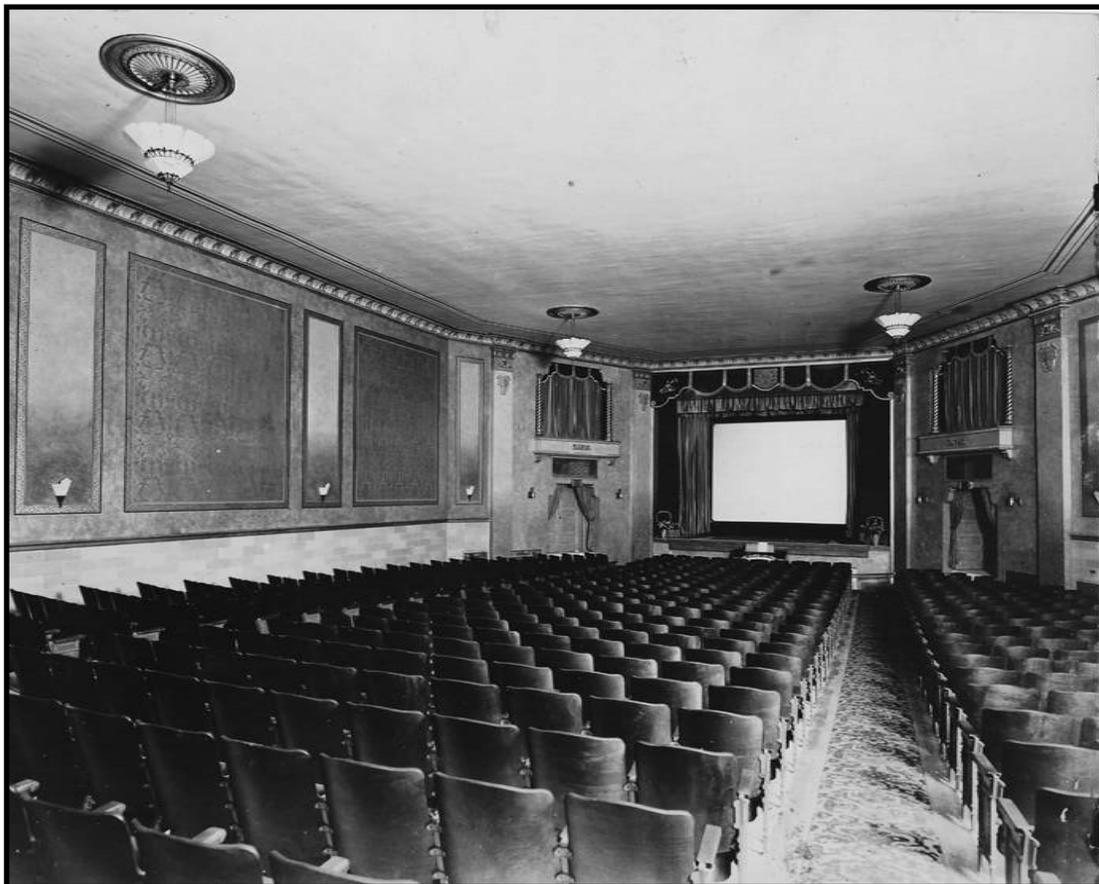
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**STATE THEATER
Proposal Summary**

Proposal from	Finney County Preservation Alliance in collaboration with String Academy of the Plains	Duane West & Garden City Recreation Commission	The State Theater Project (Mark A. Pamplin)
Proposed use	Non-profit theater, playhouse, concert hall, also for lectures and weddings. Provide office and meeting space for related organizations which do not have a "home". Late night coffee shop for "night life" on Main Street.	Performing Arts facility, with similar mix of activities as they have offered in the past. Community theater productions, films, concerts, stand-up comedy, open mic nights, recitals, special private event rentals etc.	Community theater for live productions and one night events. 3 live productions per year, running 3 weeks each, 4 stand-up comedy shows, annual Christmas Show and Saturday morning children's programs.
Drawings	Conceptual floor plans	Conceptual floor plans for several configurations	Conceptual floor plans
Waivers requested from City Regulations	Life Safety upgrades per RFP. City assistance with some of environmental remediation costs. Remval of 1967 façade. Window replacement and water removal in basement.	Environmental remediation costs (\$50,000)	Building Permits at no cost and City assistance with environmental remediation costs.
Acquisition of property	Sale of property for \$1.00 in October 2016 and annual property tax waver.	Mr. West purchases property, at an amount to be determined, direct deed to GCRC	Donation of property requested, private ownership
Financing	Private financing through grants and other fundraising avenues; coffeeshop and concession sales	Cost estimate provided. GCRC, community donations and fundraising, program and user fees.	Private financing through individual and corporate investor/donations, grants and/or private charities.
Schedule	5 Phase restoration plan over 5 to 10 years.	2 year short term improvements, long term to be determined.	No schedule presented for short term buiding upgrades and rennovations
Base Value of Property (County Appraiser)	\$329,700	\$329,700	\$329,700
Assessed Valuation (25%)	\$0	Exempt	\$82,425
City Property Tax (if privately owned) (33.65 mills)	\$0	\$0	\$2,774

STATE THEATRE

A historic restoration proposal by the Finney County Preservation Alliance
in collaboration with the String Academy of the Plains





P.O. Box 97 • Garden City, KS 67846
gardencitywindsorhotel@gmail.com

March 2, 2015

City of Garden City
301 N. Eight Street
Garden City, Kansas 67846
Attention: City Commissioners

STATE THEATRE PROPOSAL FOR USE

I am pleased to submit this application on behalf of the Finney County Preservation Alliance (FCPA) to the City of Garden City for consideration. As you will see through a review of the proposed project, the FCPA is seeking ownership of the historic State Theatre, located at 418 North Main Street for non-profit use as a theater, playhouse and concert hall.

For seventy years, the historic State Theatre shined like a star every night as the favorite movie house in Garden City. Every curtain rise revealed a new adventure – down a yellow brick road, to a galaxy far away, and even to the center of the Earth.

Now that theater is dark. Pauline Kael once said, “A good movie can make you feel alive again, in contact, not just lost in another city. Good movies make you care, make you believe in possibilities again.” Having stood “black” for the last 15 years, it’s time for an encore. It’s time to believe in the possibility of the State Theatre.

Enclosed is the building proposal. Should you have any questions regarding any of the contents of the enclosed proposal, please feel free to contact Brian Nelson at 620-640-0470.

On behalf of my organization and the people we serve, I respectfully submit the enclosed proposal for your consideration.

Cheers!

Brian Nelson
Treasurer
Finney County Preservation Alliance

PROPOSAL

1. APPLICANT:

Organization: Finney County Preservation Alliance

Address: P.O. Box 97, Garden City, Kansas 67846

Contact: Brian Nelson, treasurer

Phone number: 620-640-0470

2. CHARACTER AND TYPE OF USE:

The Finney County Preservation Alliance (FCPA) is currently seeking ownership of the historic State Theatre for non-profit use as a theater, playhouse and concert hall. Built in 1929, the historic State Theatre is remembered as a movie theater, but also played host to live theater when first constructed.

“The building will be the most complete and the finest in Kansas west of Wichita,” said Fred Jacobs, architect of State Theatre.

This is how the State Theatre should be remembered, and preserved – as the finest in Kansas, west of Wichita. Having many original decorative elements stripped during a 1967 renovation, the FCPA’s intent is to use the remaining historic “bones” of the theater and historic photographs to restore the building back to its 1929 roots at a cost of \$1.5 to \$2 million.

The theater restoration will occur in a series of phases, while maintaining interim use of the facility during the restoration. The finished theater will benefit Garden City with the following uses:

- Provide a playhouse featuring sliver screen and artistic films in addition to the possibility of showing Spanish films.
- Provide a live-theater venue for community theater groups.
- Provide a concert hall for the String Academy of the Plains (SAOTP) and any other organization of interest (possibly the Live On Stage series as well).
- Provide office and meeting space for related organizations in the community, which currently lack a “home” (SAOTP, Live On Stage and The Tumbleweed Festival for example).
- Provide a creative space for lectures and weddings.
- Provide a late-night coffee shop in an effort to reintroduce “night life” on Main Street.
- Provide a business incubator for a small business.

The FCPA (a non-profit with a 501(c)(3) status) has primarily focused efforts on the Windsor Hotel restoration, since creation in 1997, with a mission to help preserve the rich history of Finney County through the preservation of historical, architectural, visual and environmental heritage through advocacy, education and alliance building. Progress on the Windsor Hotel project has been slow, but fruitful, with a current \$1 million construction phase in the works. After evaluating progress over the last 17 years, the FCPA has decided it is time to start hiring paid staff. Volunteer groups have proven worthwhile, but successful non-profits are always driven with paid employees. The FCPA is currently in the process of creating a full-time development director position to offer Windsor Hotel tours, manage the membership base, operate a gift shop, write grants, plan events and offer education outreach of historic preservation in Southwest Kansas. If given acquisition of the theater, the FCPA development director will also reserve time to manage State Theatre fundraising until the project is rolling well enough to hire a theater manager. A development director is sought for hire by July 1, 2015.

As the Windsor Hotel restoration is a huge undertaking, a State Theatre Entertainment Company committee will be created under the FCPA umbrella to focus solely on fundraising for the State Theatre. It is understood that past fundraising attempts for this building have failed. The FCPA believes these are partly due to “unrealistic” renovations and lack of an official non-profit organization for people to comfortably open their checkbooks too. The original State Theater committee that was formed in 2001 focused on a \$3.4 million renovation, which included digging out the entire auditorium to create a large basement space underneath. Additionally, the rest of the building was to be gutted, offering no historic restoration. The Garden City Rec then took over use of the building. While proposing a much more frugal renovation, the Garden City Rec was still depending on tax dollars to renovate part of the building, and still offered no historic restoration. Most recently, local Mark Pamplin proposed a \$3 million renovation, by, again, gutting the building and trying to force a “theater-in-the-round” into a rectangular building. With a limited-use venue (not configured for movies or concerts) and questionable non-profit ties to seek donations, Pamplin was also unsuccessful. Again, the most recent proposal offered no historic restoration.

Historic restorations help communities keep their “sense of place.” Garden City has seen a lot of chain businesses open recently. While the outskirts of town have started to boom, there is a need to make sure that Main Street is not forgotten, for that is where the heart of the City truly lies. With determined entrepreneurs, the Downtown District is still in need of a venue that draws people downtown. The State Theatre is one of those possible venues. True, the building can be cleared out and turned into a retail space by an out-of-town developer, but that does not offer as much benefit as a lively concert hall.

The State Theatre is the only remaining theater downtown. By investing in grass-root efforts to historically restore the building, the City is assuring the community that the heart of the City will stay downtown.

The FCPA has collaborated on this proposal with another local 501(c)(3) non-profit organization, the String Academy of the Plains (SAOTP). As background, the SAOTP was founded eight years ago and exists for the establishment, promotion and continued growth of string-musical-education in Western Kansas, Eastern Colorado and Northern Oklahoma. Charged by Executive Director Priscilla Hallberg, the SAOTP teaches string instrument classes to both children (they have taught several hundred) and adults. The SAOTP offers public workshops and master classes, which foster inspiration and excitement, and also presents students with role models. The Academy hosts a concert series called Strings and Friends to raise awareness and interest of string music in Southwest Kansas. Previously the SAOTP has offered these concerts wherever they could find the space, usually at the Community Congressional Church or Stevens' Park. With a concert hall, the SAOTP will be able to establish their roots better, while broadening their mission to include a greater scope of the arts and bringing new musical interests to Garden City.

Any non-profit organization wanting to use the theater under FCPA management will be given the chance to do so free of charge, given they cannot sell concession or conflict with movie showings. The FCPA will manage both concessions and movie showings in the theater as a funding source. Most theaters secure a large bulk of their operating income through concessions, primarily popcorn.

Concessions will operate from storefront 422 Main Street (in the storefront located north of the foyer). It is the hope of the FCPA to open and run a late night coffee shop at this location with the theater concessions. As the space only measures approximately 14 by 28 feet, seating for the coffee shop will extend into the theater foyer. There is an old doorway that connects the two rooms, currently walled in. This will be opened back up. The original building housed two of these small retail storefronts. To historically restore the space, the FCPA intends to rebuild the other 14 by 28 foot storeroom and rent it out as a business incubator for a startup business. This would mean the current mezzanine staircase that exits down toward Main Street in the theater foyer would be demolished and replaced with a u-shaped staircase, as originally constructed.

The theater mezzanine will be renovated for non-profit offices and a meeting room. Public restrooms will be located into the basement of 422 Main Street. An ADA accessible restroom will be located on the ground floor of the building. The balcony will provide seating, as it was intended for. Seating between both the balcony and the lower auditorium is estimated to house about 600 individuals. Thus, a sprinkler system will be installed.

3. FINANCIAL CAPABILITY TO COMPLETE AND OPERATE

The FCPA has reinvested over \$1 million in the Windsor Hotel and is quite capable of raising funds. This was accomplished through volunteer efforts, fundraising events and grant writing. Funds generated will increase with the hiring of a development director. As stated previously, a theater manager will be hired once the project is able to financially sustain itself.

4. TIMELINE TO COMPLETE PROJECT

It's a fact: historic restorations take time. Architect William Morris, of William Morris Associates, walked through and evaluated the building on February 18 with the FCPA and SAOTP. Morris is a member of the Kansas Historic Theater Association and has been involved with several historic theater restorations throughout Kansas. He estimated a historic restoration of the State Theatre would cost \$1.5 - \$2 million. The FCPA is not going to pretend these funds can be raised in a single year.

Much of the first year will be spent in the planning stages. Fundraising events will be planned and initiated. Life safety and environmental quality will be investigated further. A goal will be set to remove the 1967 aluminum façade before it reaches its 50th birthday in 2017. At 50 years of age, the Kansas State Historical Society considers the façade historic. As the City Landmarks Commission is currently trying to list the downtown businesses district as a Historic District, the 1967 façade would suddenly become a contributing building. Basically, the 1967 façade would stay in place forever and the 1929 art deco façade beneath would never see the light of day.

As a grass-root effort, the FCPA anticipates a full restoration in five to 10 years divided in the following five phases:

- Phase one: remove 1967 façade, restore 1929 brick façade, investigate additional life safety and environmental quality needs and address those needs.
- Phase two: open coffee shop, renovate to meet ADA requirements, relocated updated public restrooms to basement of 422 Main Street and add ADA restroom to ground floor.

- Phase three: restoration of foyer, construction of business incubator and addition of new State Theatre marquee.
- Phase four: Mezzanine, projector room and balcony restoration.
- Phase five: Auditorium, stage and basement restoration (under stage).

5. PRIVATE VS. PUBLIC FUNDING

The FCPA will secure funds through private donations, fundraising events and theater usage. Tax dollars are not requested for use after the sale of the property to the FCPA. Historic restoration is estimated at \$1.5 to \$2 million.

Proposed funding is anticipated as:

Grant funding _____	\$1,000,000
Membership appeals _____	\$300,000
Seat adoption campaign for new seats _____	\$215,000
Fundraising events _____	\$175,000
Coffee shop and concessions (net after expenses) _____	\$175,000
Kickstarter.com online campaign _____	\$85,000
Sale of current 472 seats _____	\$20,000
Memorabilia shadow boxes _____	\$5,000
TOTAL _____	\$1,975,000

6. INCENTIVES REQUEST

The FCPA requests the following from the City of Garden City before sale of the building:

1. Sale of the property from the City to the FCPA for \$1 (one dollar) with ownership exchange in 18 months (October 2016).
2. Annual property tax waiver.
3. Life safety upgrades as listed in the State Theatre Request for Proposals packet.
4. Reimbursement for some environmental remediation costs as offered in the State Theatre Request for Proposals packet.
5. Removal of the 1967 façade.
6. Repair or replacement of four damaged windows in the basement under the stage.
7. Water removal in basement.
8. Proper cleaning of broken fluorescent light bulbs in the mezzanine, which may contain mercury.

The FCPA appreciates any aid the City is able to offer, but primarily requests incentives number one and two.

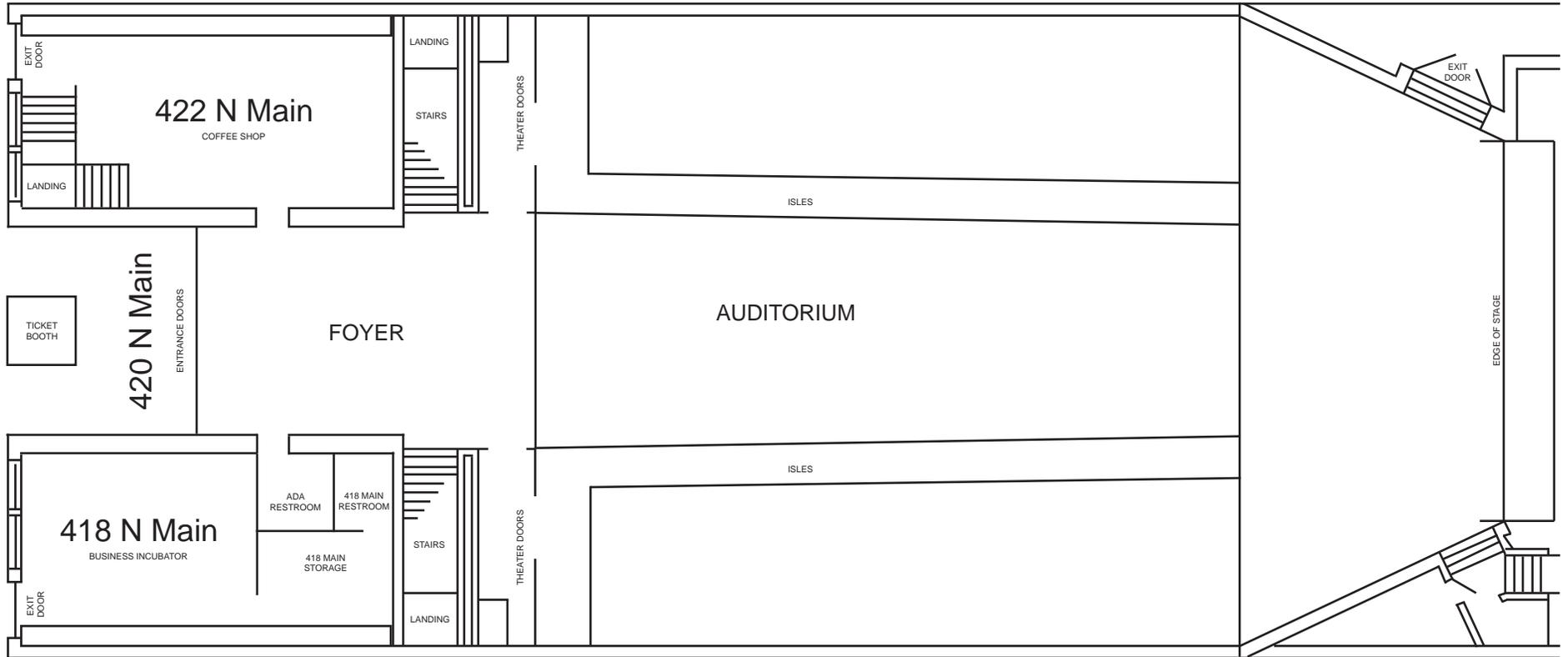
7. QUALIFICATIONS OF USER AND EXPERIENCE WITH TYPE OF USE

The FCPA has a 17-year record of fundraising for historic preservation in Finney County. Architect William Morris, of William Morris Associates, has expressed interest in aiding in this project, though the FCPA may opt to hire Treanor Architects, as they are the current architect firm working on the Windsor Hotel. Historic theaters have been restored across the state of Kansas and have formed the Kansas Historic Theatre Association for networking purposes. The FCPA and SAOTP met with the organization president, John Holecek (McPherson Opera House Company), who has offered to advise the FCPA on their historic restoration journey.

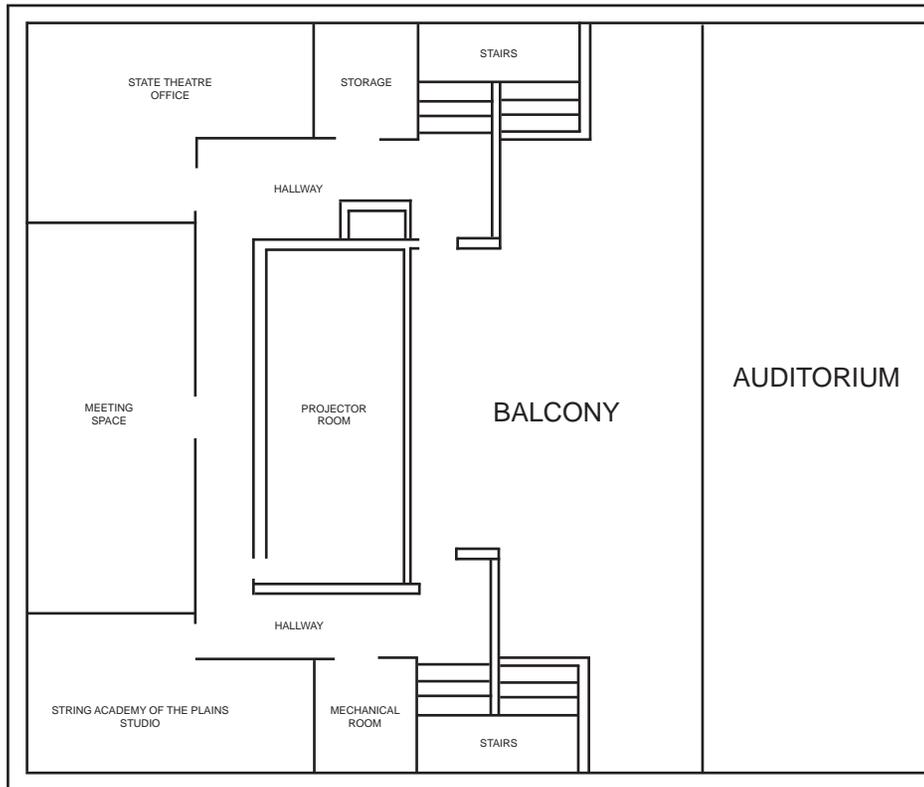
8. SUPPORTING MATERIALS

The following items have been attached with this proposal:

- Floor plans of proposed historic restoration
- Photographs of historic example features in theater

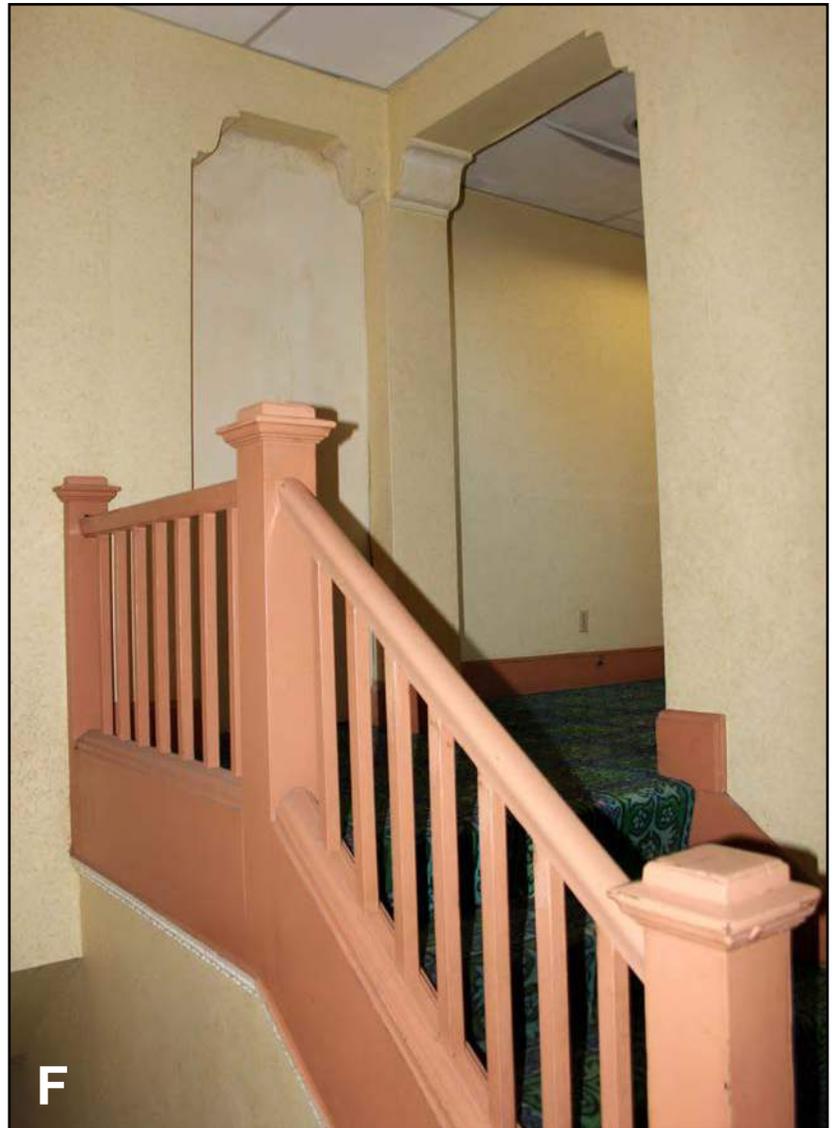


STATE THEATRE HISTORIC RESTORATION FLOOR 1



STATE THEATRE HISTORIC RESTORATION FLOOR 2

Examples of historic elements still intact in the 1929 State Theatre



Though the building had a major remodel in 1967, there are still examples of the original 1929 features. Photo A is an example of one of the original plaster light fixtures. Photo B is of the original moldings still on the balcony. Photo C is of moldings on the original staircase. Photo D is a decorative corner piece on the stage's proscenium arch. Photo E is the original side wall tile, though it has been painted yellow and has carpet over most of it. Photo F is one of the original staircases with wooden banister. When built, there were two staircases that reflected one another. The remaining staircase will be used to reproduce the other. Also notice in photo, original trim and decorative corners in walkways. Photo G is of a plaster column currently housed at the Finney County Museum. There are two surviving of four and they will be returned to the theater if historically restored.

DUANE E. WEST
ATTORNEY AT LAW-Retired
Box 712-Garden City, Ks 67846
620/276-6754
dowest@gcnet.com

March 2, 2015

PROPOSAL FOR USE FOR STATE THEATRE

Mr. Mayor and Commissioners:

In response to your directions, I am formally asking that I be allowed to purchase the property at 418 N. Main Street, formally know as the State Theatre. My intentions are to purchase the property from the City for an agreed upon amount, and to then deed the property to the Garden City Recreation Commission which has a plan to continue its use as a Performing Arts venue.

The Recreation Commission has the resources to do the renovations and refurbishing over a period of time that will permit the structure's continued use for the performing arts. The Commission's theatre division has a track record of presenting outstanding programs for the community, including usage of the State Theatre, time and again. This will allow the building to once again become a viable place for the performing arts and improve and enhance the Downtown area.

During the almost 59 years my wife and I have been married, we have supported and been proponents for the Arts in this community. It has been a privilege to utilize some of our resources in such a way. Having a viable, on-going performing arts venue will immeasurably improve our quality of life and attract others from the surrounding area to our community.

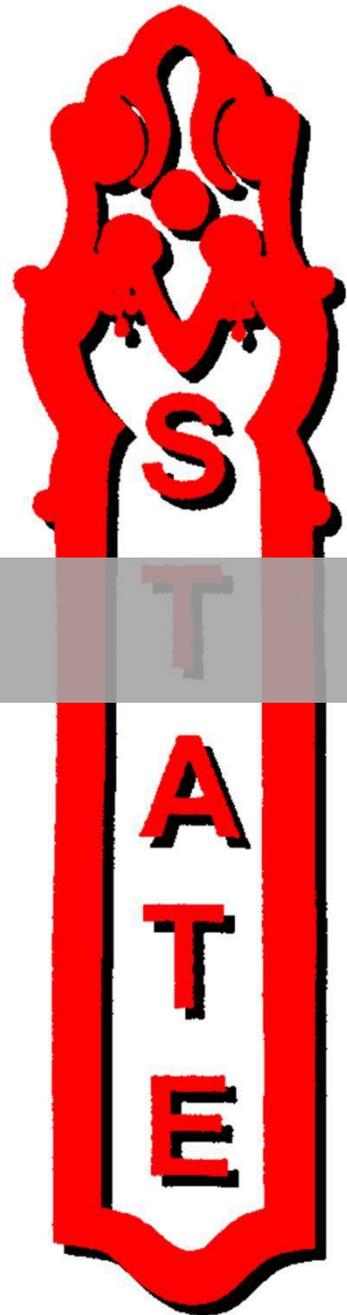
With all of the on-going and proposed improvements in the various sports areas, we must be careful to continue and nourish our very human connection with the arts! That is the sole intent of this proposal.

I will be present on Mar. 17th when this matter comes up for your consideration. Should you have any questions prior to that time, please contact me at your convenience.

Respectfully submitted

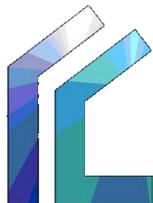

Duane West

2/27/2015



GCRC

STATE THEATRE



Request for Proposal | Brian Seagraves & John Washington



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State Theatre

Request for Proposal

Submitted by Garden City Recreation Commission

Mission

The mission of Garden City Recreation Commission is to provide recreational opportunities to enhance the quality of life for the people of the community by promoting social interaction and the productive use of leisure time.

Introduction

Vision for future growth of programs for the community has always been an objective of Garden City Recreation Commission. Our biggest growth has occurred when we've obtained additional facilities that allowed us to develop new programs and space for the community to utilize.

In April of 1995 we were provided support from City Commissioner's and Staff for a facility to call our own. We saw growth in participation go from 87,838 to 89,429 in 1996. With continued support from the City of Garden City and the Garden City Recreation Commission Board, facilities have been added and expanded since then, and participation for 2011 ended at 178,842. The increase in recent years is partially attributed to the increase in Performing Arts programs.

We started using the State Theatre sparingly in 2006 through 2010 due to lack of space in the community to run programs. In 2011 we began utilizing the State continually as a space for Community Theatre and newly developed programs (as demonstrated from our list of offerings in 2012). Community Theatre has grown in the number of offerings throughout the year initially due to the availability of the State. Despite the construction of new facilities in the community that house theatre we continue to find it very difficult to find rehearsal space and production space. In past years the State helped fill the void that we had in the area of Performing Arts facilities utilized by the community.

With all this in mind, we would like to request that the City sell The State Theatre to Duane West, who has agreed to deed the property to the Garden City Recreation Commission, allowing us to utilize it for Performing Arts space. We would renovate in a phased priority system and program the venue as we did in 2010-2012 with a goal of perpetual usage. We also ask that the City pay the remediation costs (as previously offered).

Previous GCRC Programming at The State (2012)

During the course of 2012 we brought over 4000 people through the doors of the State.
(Closed for summer months, lack of air conditioning)

- 3 Community Theatre productions
 - 10 Audition Days
 - 90 Rehearsals
 - 9 Performances
 - 15 Set Building days
- After-School Drama Club (2 Days-a-week) in Spring
- Radiance Effect Concert
- “Many Hands” Documentary Screening
- 2 Stand-Up Comedy Nights
- Backseat All-Star Concert (plus rehearsal night)
- Audition Workshop
- Historical Tours
- Fi.Co. Historical Society Movie at Fall Fest
- NPR Concert at Fall Fest
- Rummage Sale
- Rocky Horror Picture Show
- Dueling Divas (plus 2 rehearsal nights)
- Girl Scout Presentation
- “Mom’s Day Shopping” Movie w/ Downtown Vision
- Veterans Day Movie

Financial Capability:

- Recreation Commission
- Community Donations & Fundraisers
- Program & User Fees

Timeline:

- Remediation—June 2015
- Auditorium Refurbished—December 2015
- ADA Restrooms —September 2016
- Balcony Converted for Tech—December 2015-2016
- Climate Control—March 2017
- Building Façade—TBD
- Stage Basement Remodel/Existing Heating & Cooling Removal —TBD

Financing:

Recreation Commission

- 030 Recreation Fund
- Program & Rental Income

Community

- Adopt-A-Seat Program
- Renovation Partners
- Fundraising Events

Experience of Type of Use:

Garden City Recreation Commission has been conducting Community Theatre since the 1970s with a continued program throughout the year. We provide professional staff to run our programs in the area of Arts. Our current Arts Director, Brian Seagraves, possesses a Bachelor of Arts in Theatre and Recreation from Southwest Baptist University in Bolivar, Missouri and has served the Garden City Recreation Commission in this capacity for the last 7 years. Prior to coming to Garden City, Brian taught Introduction to Community Theatre and Humanities at Ozarks Technical Community College and was on staff at Stained Glass Theatre, both in Springfield, Missouri.

Projected Type of Use:

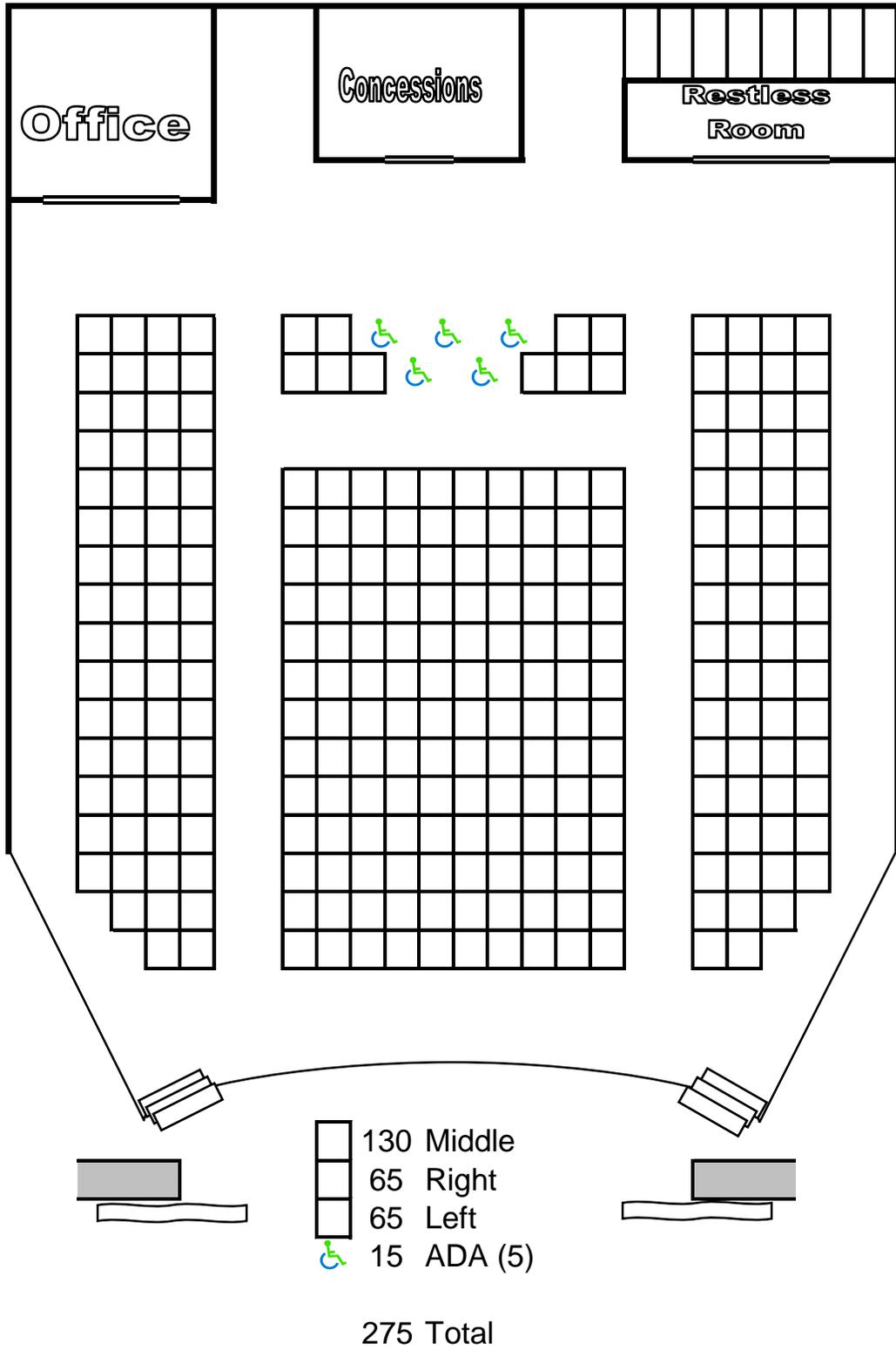
Community Performing Arts Center

- Community Theatre
- Films
- Concerts
- Stand-up Comedy
- Open Mic Nights
- Recitals: Dance, Piano, etc.

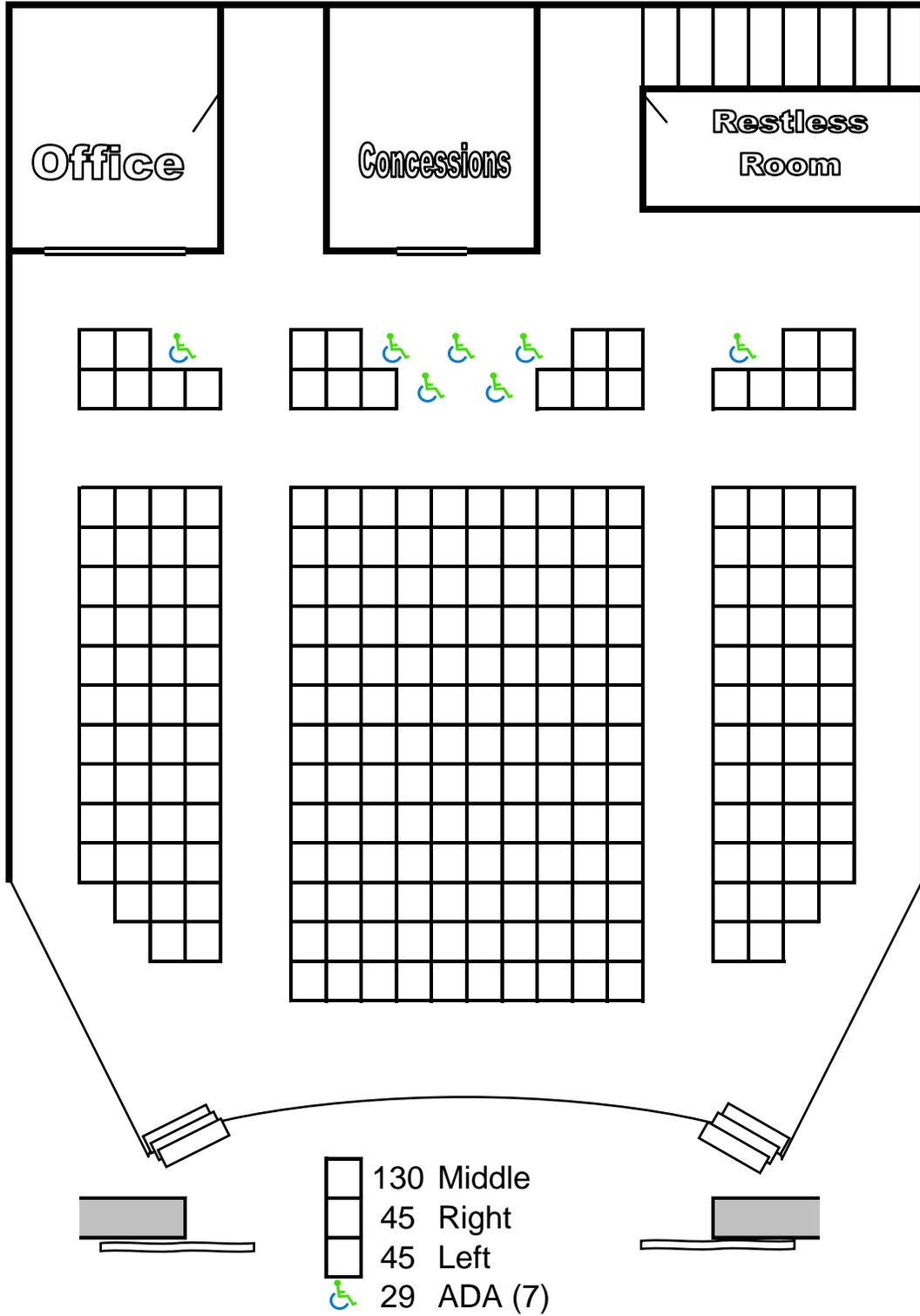
Rental Hall

- Weddings
- Birthdays
- Private & Corporate Parties
- Worship Services
- Recitals: Dance, Piano, etc.
- Public/Educational Conference

Seating Option 1

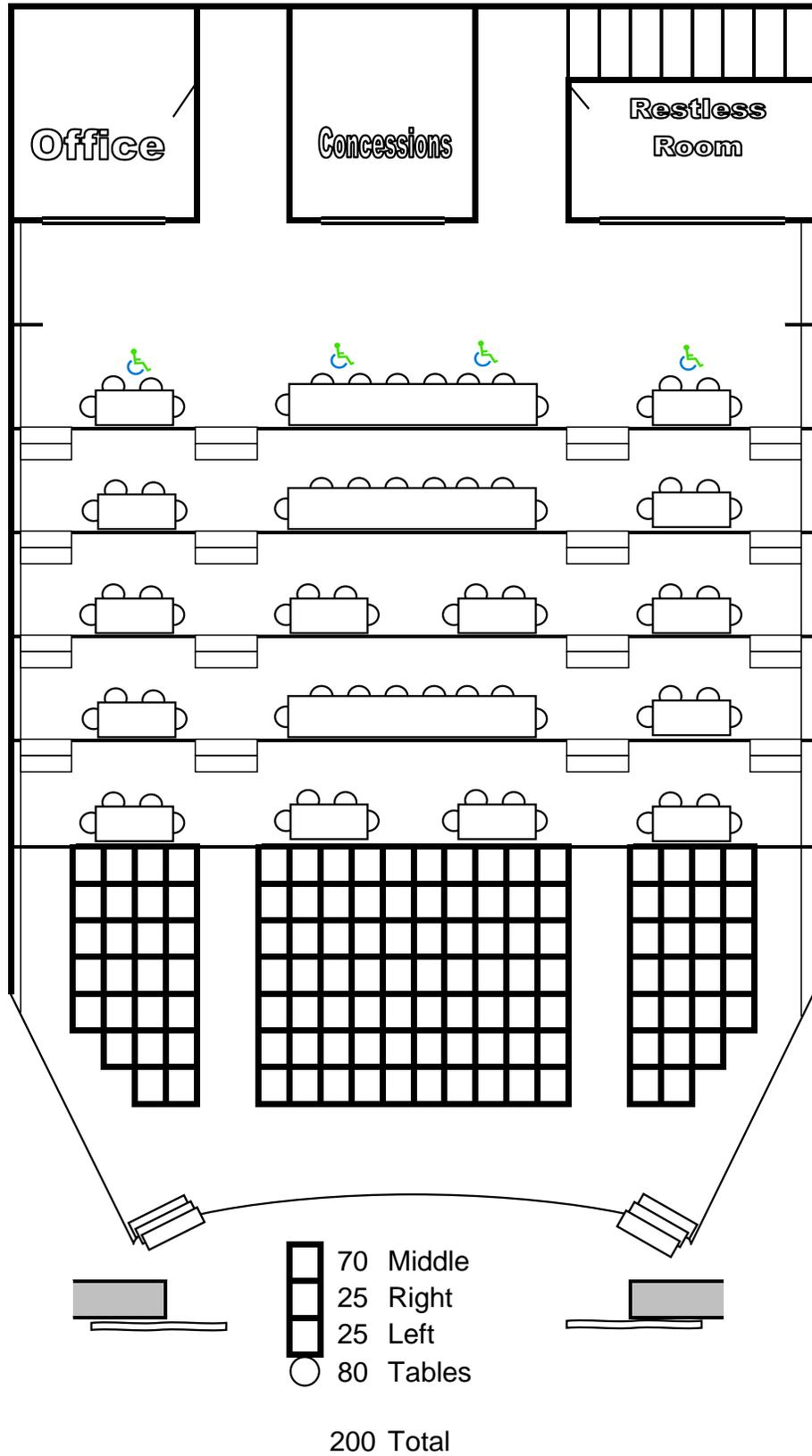


Seating Option 2

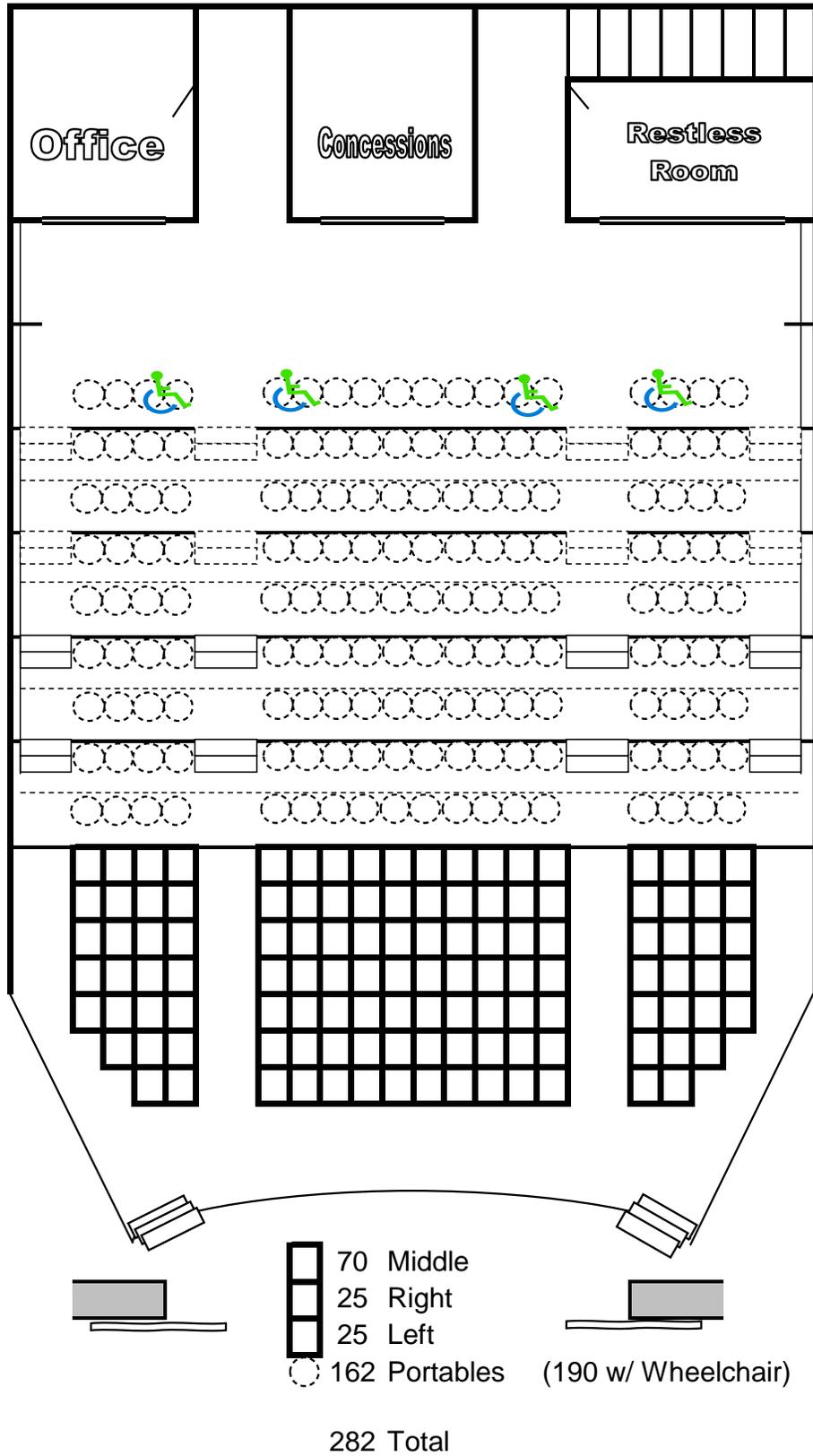


249 Total

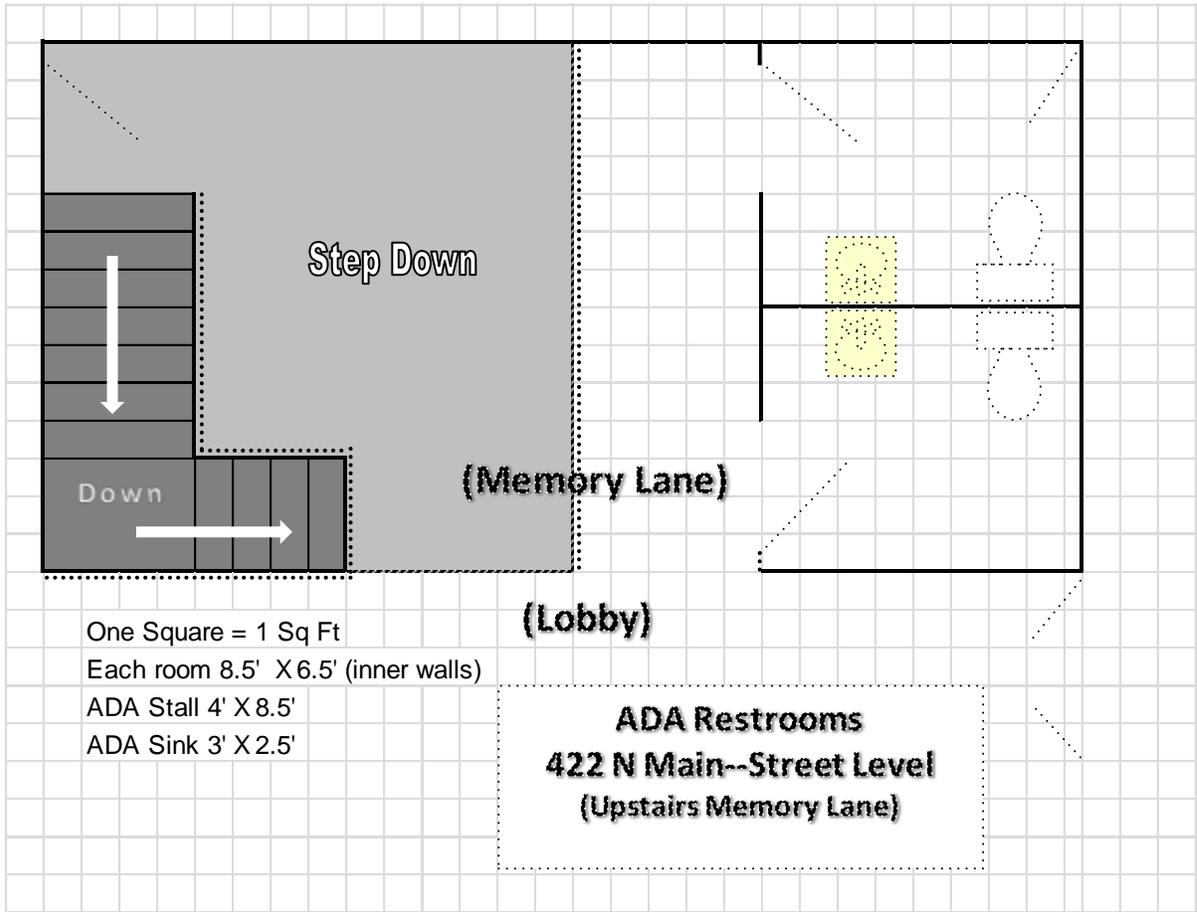
Seating Option 3 (works in conjunction w/ Option 4)



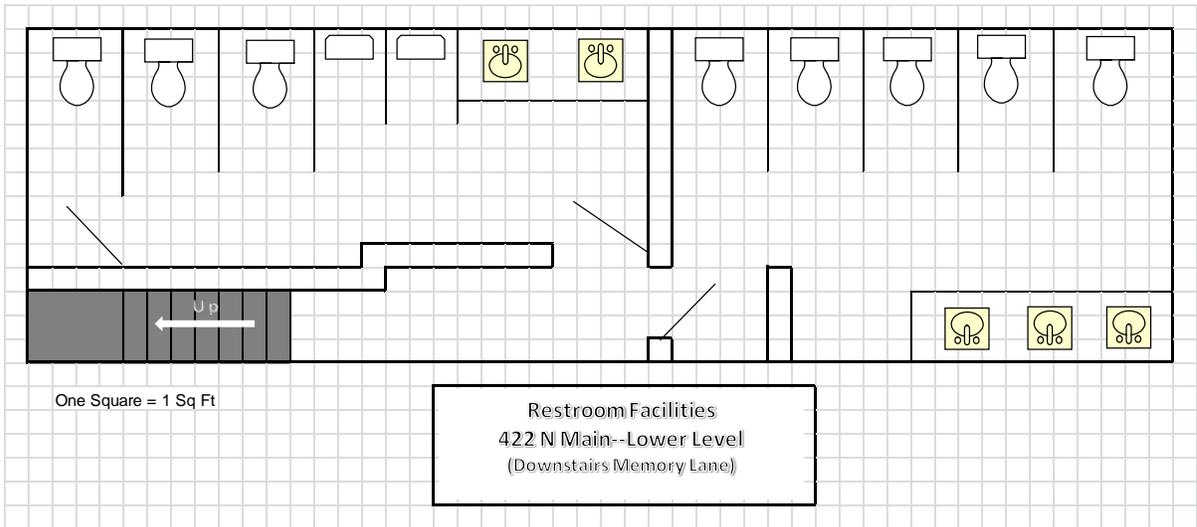
Seating Option 4 (works in conjunction w/ Option 3)



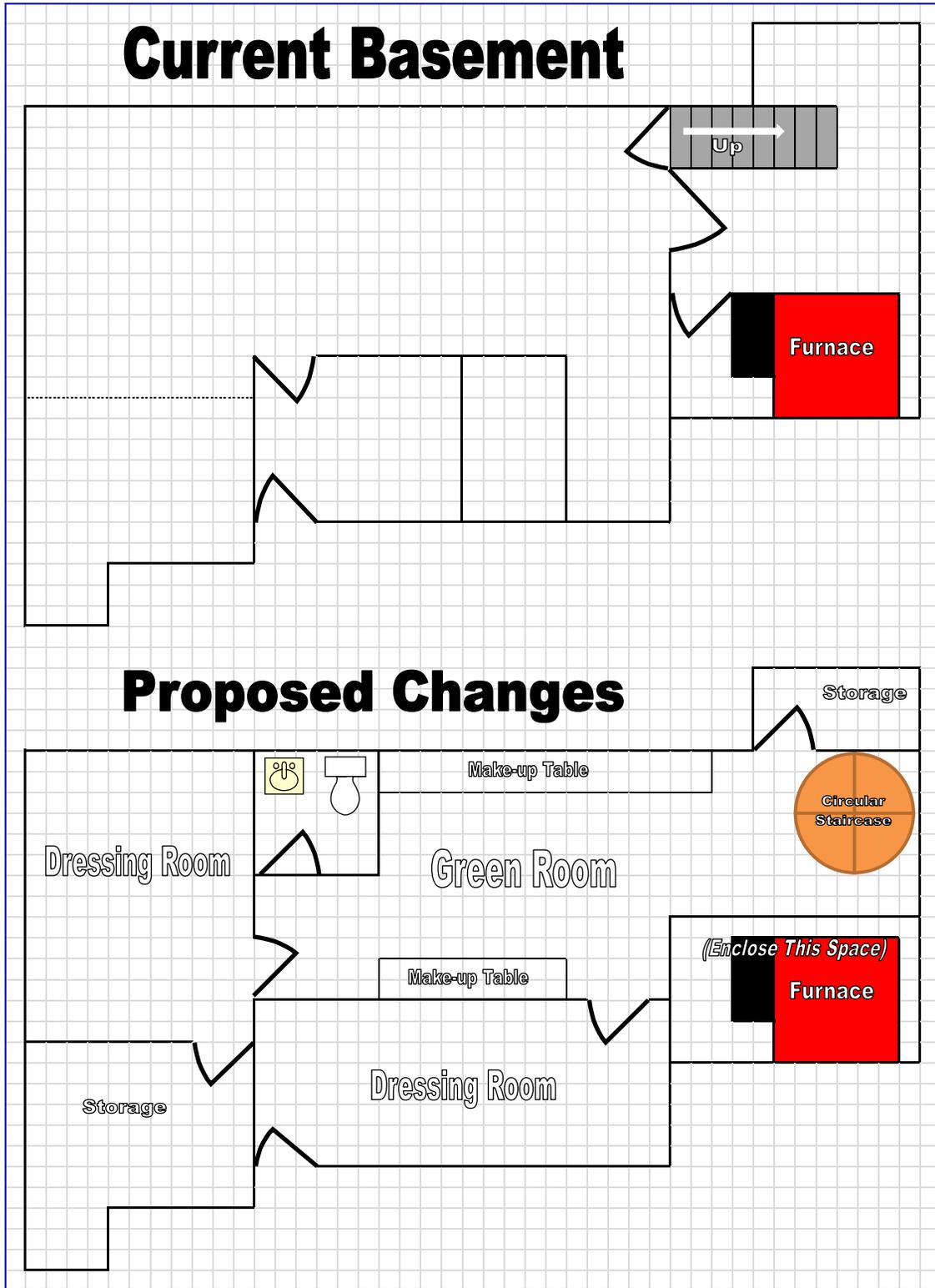
ADA Restrooms



Relocated Restroom Suites



Renovated Stage Basement



Proposed Renovation Budget

STATE THEATER PROPOSAL

	Initial	Revised (2/26/15)	
Phase I (Public Funding)	\$ 300,000	\$ 209,000	
Heating Cooling (Energy Audit Funded)	\$ 75,000	\$ 40,000	Unit Donated
Roof Repair (Insurance--\$25,000)	\$ 50,000	\$ -	Done
Mold Removal	\$ 50,000	\$ 50,000	City (as offered)
Sprinkler System	\$ 75,000	\$ 75,000	(if needed)
ADA Bathrooms	\$ 20,000	\$ 10,000	Redesigned
ADA Doors	\$ 5,000	\$ 5,000	
ADA Seating	\$ 2,000	\$ 2,000	
Emergency Exit	\$ 4,000	\$ 4,000	
Stage Entrance/Exit	\$ 4,000	\$ 4,000	
Restroom Repair	\$ 5,000	\$ 5,000	
General Cleaning & Repair	\$ 10,000	\$ 10,000	
New Marquee Lettering	\$ -	\$ 4,000	Added
Phase II (Public & Private Funding)	\$ 180,000	\$ 172,000	
Relocate Restrooms	\$ 75,000	\$ 75,000	
Lobby Flooring/Walls/Ceiling	\$ 5,000	\$ 5,000	
Front Door Remodel	\$ 10,000	\$ 10,000	
Concession Stand Remodel	\$ 5,000	\$ 5,000	
New Proscenium	\$ 5,000	\$ 5,000	
Apron	\$ 5,000	\$ -	Done
Curtain/Motor	\$ 10,000	\$ 10,000	
Seating	\$ 5,000	\$ 5,000	
Remodel Office Suite	\$ 3,000	\$ 3,000	
Remodel Balcony	\$ 10,000	\$ 5,000	Recalculated
Cry Room/Office	\$ 3,000	\$ 5,000	Recalculated
Auditorium Walls	\$ 4,000	\$ 4,000	
Ceiling	\$ 5,000	\$ 5,000	
General Cleaning and Repair	\$ 5,000	\$ 5,000	
Technical Installation	\$ 30,000	\$ 30,000	
Phase III	\$ 320,000	\$ 250,000	
Fly System	\$ 70,000	\$ -	Done
Marquee/Façade	\$ 250,000	\$ 250,000	Possible Sponsor
Phase IV	\$ 350,000	\$ -	Canceled
Acquire Additional Building (North)	\$ 250,000	\$ -	Unlikely
Remodel/Connect New Building	\$ 100,000	\$ -	Unnecessary
TOTAL PROJECT	\$ 1,150,000	\$ 631,000	



A PROPOSAL FOR THE STATE THEATRE OF GARDEN CITY, KANSAS

MISSION:

To present enjoyable family theater which has at its core outstanding acting and exceptional production values.

To create a friendly, helpful atmosphere for visitors while ensuring that each guest is met with outstanding customer service.

To provide a creative and nurturing environment in which ideas may be freely exchanged.

To establish and sponsor educational outreach programs within the community.

REQUEST: The State Theatre Project would like to request the City of Garden City to donate the building at 418 N. Main St and the \$50,000.00 allocated for the building as start up for The State Community Theatre.



SHORT TERM:

- Start up business (acquire insurance, permits, etc.)
- Place the theater on the Finney County Historical registry, allowing us to use the theater for productions with minimal renovations
- Update facility: acquire air conditioning; repair heating, plumbing, marquee, windows
- Assemble Board of Advisors: Select a group of local people to be a part of our advisory board to help and guide the fundraising process
- Continue providing live entertainment: a season of plays, concerts and stand up comedy
- Continue community outreach: The State Theatre is devoted to being a real "community" theater by sponsoring non-profit organizations in Finney County and providing organizations such as churches with an easy means of fundraising. The State Theatre had successful fundraisers for the Finney County Humane Society and the Salvation Army, and has future plans to support additional organizations, including the Emmaus House and ABC Pregnancy Center. The State Theatre helped raise over \$1,100 for St. Dominic's youth group.

LONG TERM

- Obtain our Not For Profit status, opening The State Theatre to tax-deductible donations and grant funding in order to pay for capital improvements.
- Plan 2016 season of productions: Four 3-week plays plus a Christmas show, four stand-up comedy shows. Season tickets and Saturday shows for children will be introduced. Also, the theater will be rented out for local concerts.
- Begin to comply with A.D.A. standards, beginning with ground floor restrooms.
- Renovate lobby & auditorium, create a central ticketing office with online purchasing capabilities, acquire light & sound equipment.

EDUCATIONAL:

- The State Theater aims to provide learning opportunities for Theater Arts majors at community colleges and universities throughout the state of Kansas. Students will receive valuable professional level experience at a theater that aims to be the leading professional theater of Western Kansas and one of the leading regional theaters in the Midwest. Scholarships and paid internships will be made available through educational grants for the arts. In the first five years, the State Theater aims to provide at least one fully paid internship annually, and in the future, one fully paid internship per production. Professional performing experience is invaluable for artists in training. Much of Kansas's professional level talent leaves the state after completing their fine arts degrees. By establishing a stepping stone for these young professionals we aim to provide Kansas artists with the tools that they will need in any professional theater setting and to provide them with the opportunity to collaborate with a community of local professional artists that will mentor and foster their talents and skills.
- Teaming with the Garden City YMCA offer theatre programs and courses for adults and children alike.



1 The set for The Odd Couple



2 Over 600lbs of food raised for Humane Society



3 135 toys collected for Salvation Army for toydrive



. The members of The State Theatre Project would like to thank you for the opportunity to describe what are goals are for The State Theatre on Main St. We had a successful year in 2014 with our productions of *The Odd Couple* and *Catch Me If You Can*

I would very much like to continue what we have begun: producing high quality, successful, family-entertainment—each play running three weekends; supporting local charities—collecting over 600 lb. pet food for Finney County Humane Society/100+ toys & cash raised for the Salvation Army; building our sponsorship, audience and talent base; and creating economic benefit. With the addition of a water park, minor league baseball and a sports arena, we at the STP would like to help art and theatre grow with Garden City

Short term upgrades prior to the major renovation to the facility will make it comfortable, safe, accessible and attractive—not only bringing an audience from Southwest Kansas, but tour groups from all over Kansas. This is an opportunity to not only restore The State Theatre as a staple of Main Street (as it had been for 70 years), but to bring live entertainment downtown.

These upgrades include the following:

- Ground floor bathroom(s)
- Update AC & heat
- Central ticketing office
- Remodel lobby & concession stand
- Remodel upstairs bathrooms
- Lights & sound equipment
- Remodel dressing rooms
- Restore marquee
- Paint showroom

Once the building is secured for the project, we will pursue corporate donations and grants from local foundations, forming an advisory board and building our investor group. We will be looking for individuals who care for the arts and commerce—turning our Main St. in to a show place

Thank you for your consideration. If you have any queries in the meantime, feel free to call me at **620-290-1416** or email mapamp@msn.com. I look forward to discussing our accomplishments and goals for the short and long term future of the theater.

Yours sincerely,

Mark A. Pamplin



GARDEN CITY

— KANSAS —

**REQUEST FOR PROPOSALS
FOR USE OF THE
STATE THEATER BUILDING**

2014

STATE THEATER USE REQUEST FOR PROPOSALS

The City of Garden City is requesting formal proposals for the use of the State Theater building, 418 N. Main Street. Proposals will be received at the City Engineer's Office, 301 N. 8th Street, Garden City, Kansas, until 10:00 a.m., March 2, 2015. Presentations to the City Commission will then be made on March 17, 2015.

The proposal documents may be obtained from the City Engineer's Office. The proposals will be evaluated by the City Commission. The City reserves the right to reject any or all proposals and to accept the proposal deemed to be in the best interest of the City. The documents are also available electronically. Email steve.cottrell@gardencityks.us for further information.

A handwritten signature in blue ink that reads "Steve Cottrell". The signature is written in a cursive style with a blue ink color.

Steven F. Cottrell, P.E.
City Engineer

STATE THEATER USE PROPOSAL GENERAL

The City of Garden City is requesting formal proposals for the use of the State Theater building, 418 N. Main Street. Proposals will be received at the City Engineer's Office, 301 N. 8th Street, Garden City, Kansas, until 10:00 a.m., March 2, 2015. Presentations to the City Commission will then be made on March 17, 2015.

A calendar for Selection is contained herein. Minor variations may occur due to conflicts.

Specific information on the property follows. Additional requirements also follow.

Evaluation criteria may include, but are not limited to, the following factors:

- Character and type of use
- Financial capability to complete and operate the proposed use
- Timeline to complete the project
- Private financing vs. public financing
- Incentives requested
- Qualifications of the user and experience with the type of use proposed.

Contact the City Engineer's office, 620-276-1130, with questions about this process or to access to the building.

The City reserves the right to reject any or all proposals and to accept the proposal deemed to be in the best interest of the City.

**CITY OF GARDEN CITY
STATE THEATER USE PROPOSAL
SELECTION PROCEDURE**

A. INITIAL SUBMITTALS *(2 hard copies & PDF or other electronic files)*

1. *Submittals* for ranking proposals
 - A. Written description of the proposed use with sufficient detail to convey the intent for building and property use
 - B. Identification of the major parties involved
 - C. Preliminary drawings Floor plan sketches with sufficient detail to convey the respondent's intent for building and property use
 - D. Waivers, if any, requested from City development policies and regulations
 - E. Method of financing the project
 - i. Proof of commitment of funding to complete and operate the proposed use
 - ii. Private v. Public funding
 - iii. Incentives requested such as –
 - a. Acquisition of the property
 - b. Waiver of permit fees
 - F. Projected schedule to complete the project *(specific dates are not required, use number of weeks or months)*

B. PRESENTATIONS & SELECTION

The submittals will be provided to the City Commission with their meeting materials for the March 17, 2015 meeting. All respondents will make presentations on March 17. City staff will notify the respondents about the presentation schedule for the meeting.

The City reserves the right to reject any or all proposals and to accept the proposal deemed to be in the best interest of the City.

C. CONTRACT/SALE

A sales contract will be prepared, which may include a revision clause should the project not be started and/or completed within a specified timeline.

STATE THEATER BUILDING



Building History: the building was constructed in 1929 as a theater, and remained open for that function until December 1999, when the City acquired the property. The property includes the small storefront at 422 N. Main Street. Original building plans are not available, however we have some drawings, see attached, based upon building measurement.

Building Size: 10,000 ± Sq. Ft. total floor area

Seating Capacity: main auditorium – 386 seats currently with spaces for 100+ additional
balcony – 86 seats with spaces for 11 additional
most of the additional seats are in storage

Handicap Access: The building is not currently ADA accessible. Restrooms are on the balcony level of the theater and in the basement of 422, which are accessible only by stairways.

Life Safety: Prior to any use of the building for public occupancy, the City will install Exit Lights, Emergency Lighting, fire extinguishers, and a functional rear exit door near the stage. Depending upon the final use of the building, the new owner will need to fully investigate additional life safety needs. Interim use of the structure as it exists will require consultation with the City Building Inspection and Fire Departments. Refer to the November 24, 2014 report from Fire Marshall for information on code concerns.

Types of use:

- Non-profit use as a theater or playhouse
- For profit use as a theater or playhouse.
- For profit use consistent with existing Zoning.

Environmental: The City had the building evaluated for indoor environmental quality, asbestos and lead materials in 2009, copies attached. The City may reimburse the selected party for some of the environmental remediation costs.

Utilities:

Water – two 3/4” services on Main Street

Sewer – service at rear of building from alley

Electric – 400 amp, 3 phase service on east side of building.

Solid Waste – dumpster at rear of building

Gas – service at rear of building

Phone – service at rear of building

Cable TV – no service in building

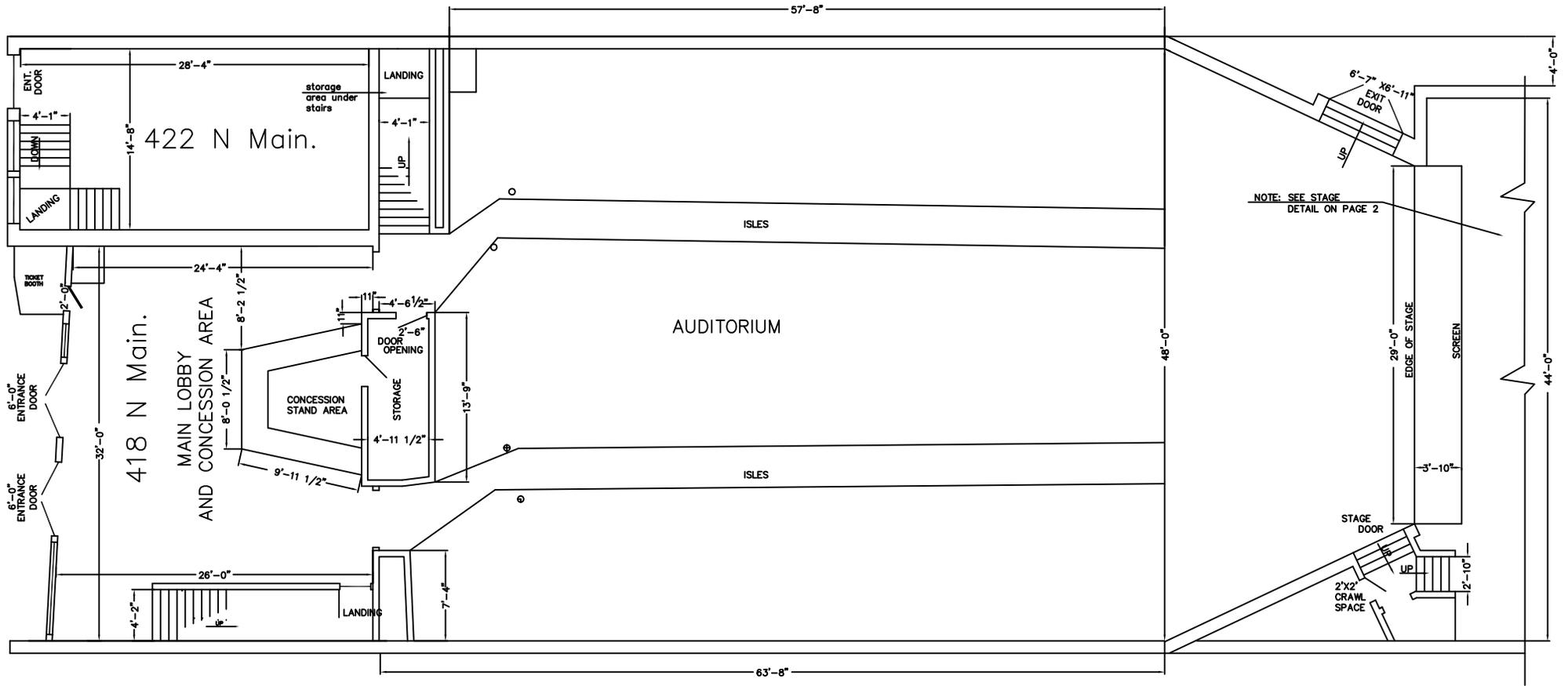
Current Zoning: C-3, Central Business, see attached.

Parking: The property does not have any reserved off street parking. Parking is available on street and at any City parking lot.

Floodplain: The site is not in the existing or proposed floodplain.

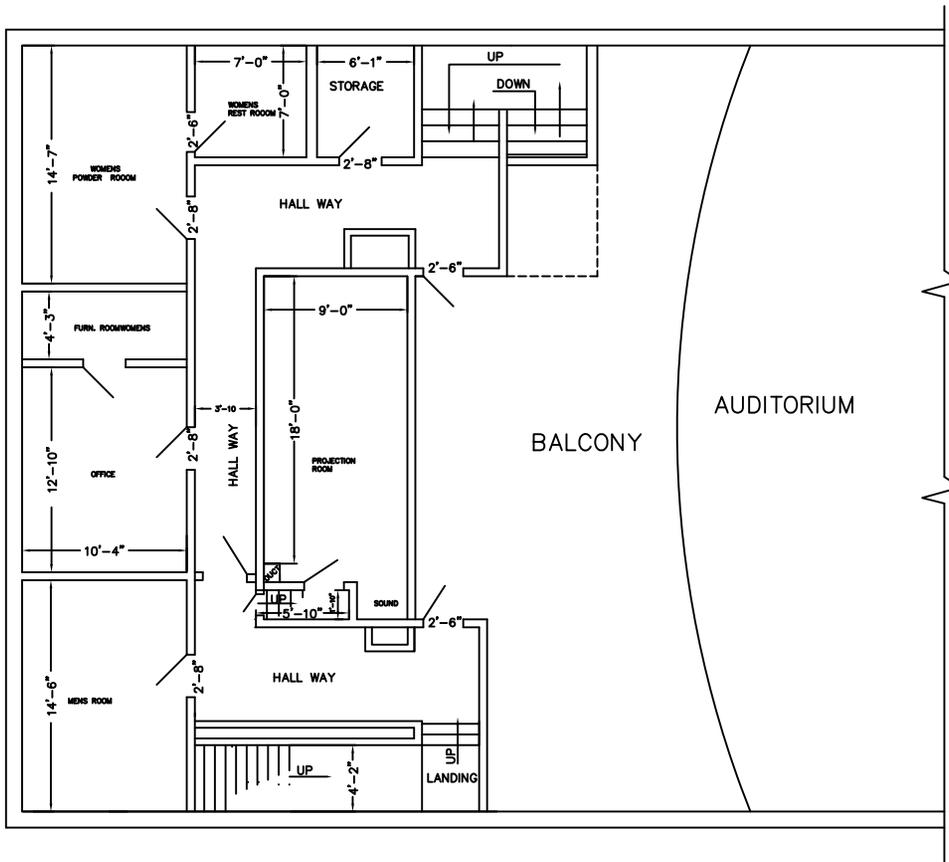
**STATE THEATER BUILDING USE PROPOSAL
SCHEDULE FOR SELECTION**

Advertise & distribute RFP	December 26, 2014
Submit Proposals, City Engineer's Office	March 2, 2015
Presentations to City Commission	March 17, 2015
City Commission decision	March 17 – April 7, 2015
Negotiate Lease/Sale	April, 2015
City Commission Approval of Lease/Sale	April – May, 2015

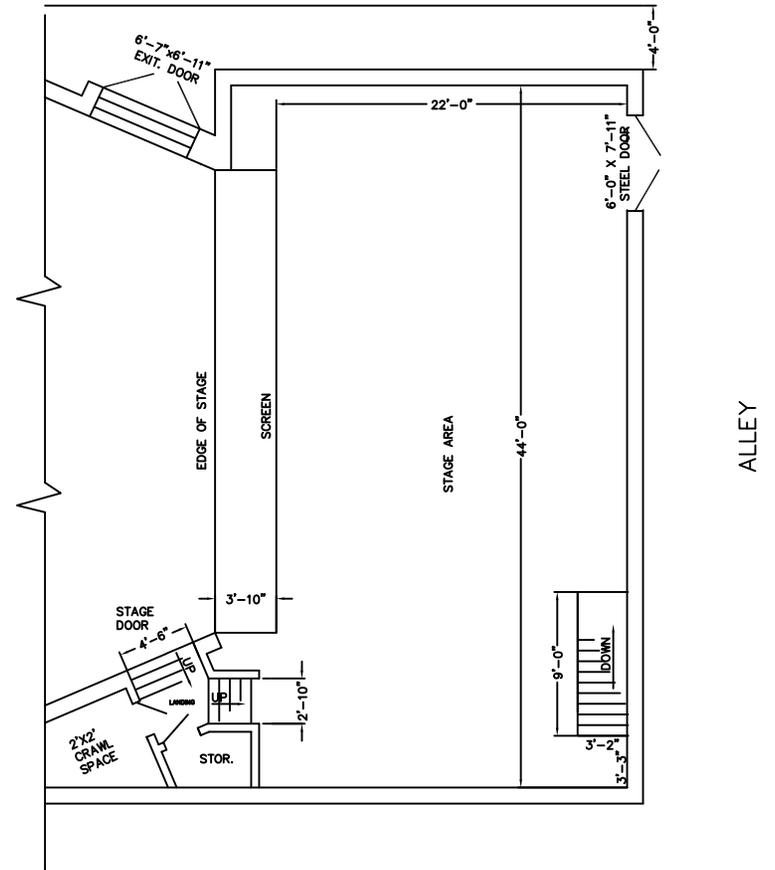


FIRST FLOOR PLAN

CITY OF GARDEN CITY		
STATE THEATER		
CITY ENGINEER	REVISIONS	DRAWN BY
STEVEN P. COFFRELL		A.S. M.
DATE		FILE NO.
SCALE	NOTED	SHEET NO. 1

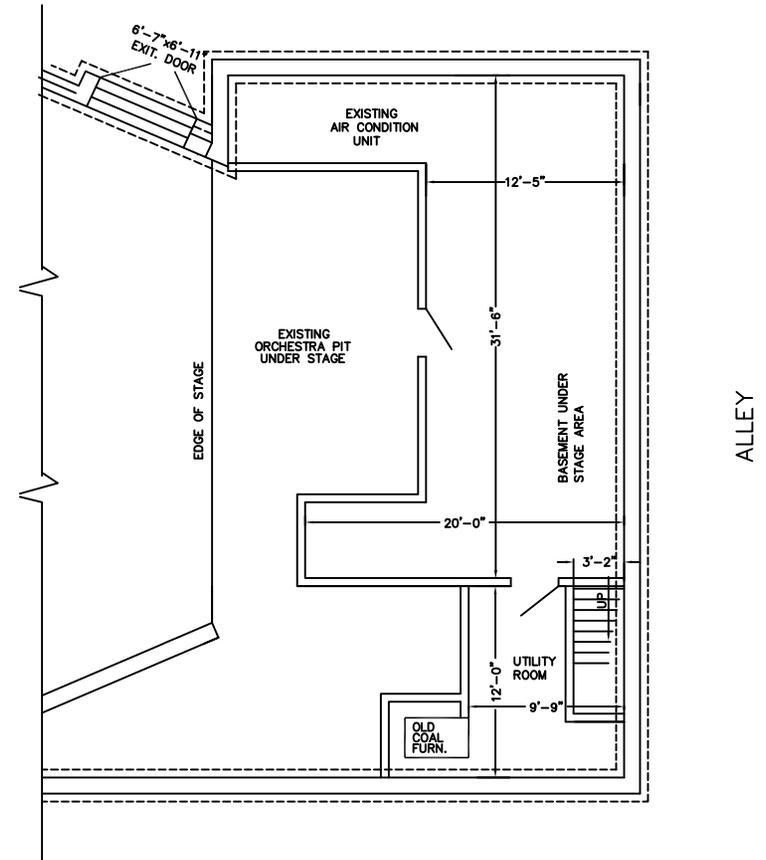
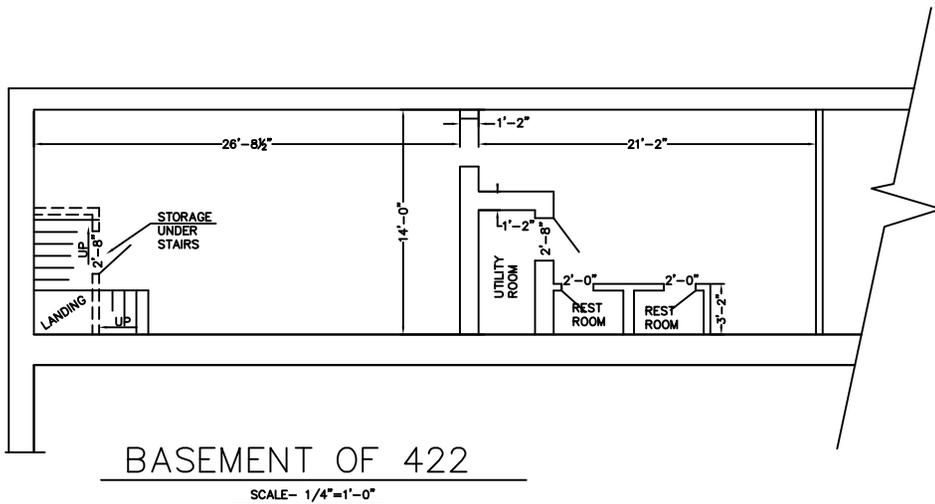
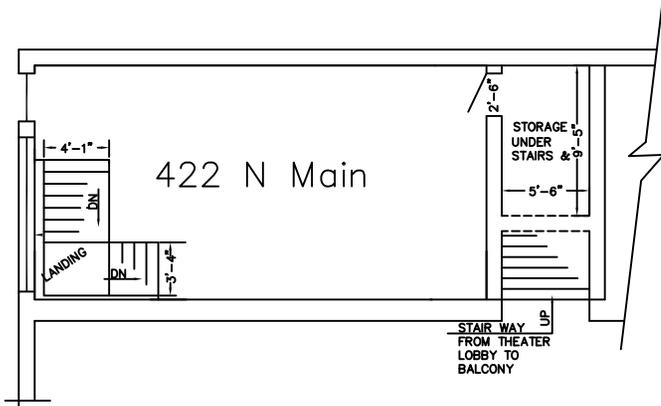


SECOND FLOOR PLAN



STAGE DETAIL

CITY OF GARDEN CITY		
STATE THEATER		
REVISIONS		
CITY ENGINEER		DRAWN BY
STEVEN P. COTTRELL		R. S. S.
DATE		CK. BH.
SCALE	NOTED	DR. NO. 1



STAGE BASEMENT DETAIL

SCALE - 1/4" = 1'-0"

CITY OF GARDEN CITY		
STATE THEATER		
REVISIONS		
CITY ENGINEER		DRAWN BY
STEVEN P. COTTRELL		R. S. S.
DATE		CK. BY
SCALE	NOTED	DR. NO. 3



Garden City Fire Department

P.O. Box 998
302 N. 9th
Garden City, KS 67846
E-mail: larry.laubhan@gardencityks.us

Larry W. Laubhan
Fire Marshal
Phone: (620) 276-1140
Fax: (620) 276-1142

Date: November 24, 2014

RE: 2nd Walk-Through review of the State Theatre 11/21/2014

Update of findings in accordance with the International Fire Code (IFC), 2006 edition;

1. The required 2nd exit (East) from the facility does not meet the IFC minimum requirements including but not limited to the following:
 - a. The only latching/locking hardware permitted is panic hardware in accordance with Section 1008.1.9. Panic and Fire exit hardware. Where panic and fire exit hardware is installed it shall comply with the following. Each door in a means of egress from Assembly Group A (A-1) occupancies shall not be provide with a latch or lock unless it is panic hardware or fire exit hardware. The existing door is secured with a steel cross-bar make shift hardware which prevents 'speedy exiting' in accordance with the Kansas Fire Prevention Code.
 - b. The exit configuration and arrangement does not meet the minimum criteria for *Accessible Means of Egress* in accordance with the provisions of Section 1007. Section 1007 addresses ADA issues for those having mobility and other physical, hearing (audio) and visual impairments. For instance, those impaired due to a their mobility, the facility is required to provide means of egress, ramps and landing at both exits which meet the minimum rate and rise not to exceed 1 inch at grade change for every 12 inches of travel distance.
2. The 2nd exit north opening from the balcony seating area has been covered with wooden sheeting and therefore has been taken out of service. The balcony seating, support areas and bath rooms were originally designed with two means of egress which are required to be maintained in accordance with Section 1015.1.
3. The facility is not protected by a manual fire alarm system in accordance with Section 907.2.1. Existing Assembly Group A (A-1) occupancies with an occupant load of 300 or more are required to be provided with an approved manually operated fire alarm system. A manually operated fire alarm system includes but is not limited to horn/strobes, manual pull stations, and fire alarm control panel (FACP). This fire protection features provides sufficient warning of an emergency condition and permits building occupants necessary time to exit the building safely prior to the exit paths and assembly rooms becoming untenable.
4. The facility is not protected by an approved supervised automatic fire sprinkler system in accordance with Section 903.2.1.1. An existing Assembly Group A (A-1) occupancies with a fire area (room, space or area) which exceeds 12,000 square feet or has an occupant load of 300 or more is required to be protected by an approved supervised automatic sprinkler system.
5. The path of travel and the exit locations are identified with internally illuminated exit signs in accordance with Section 1011.1, but were not operational at the time of the site visit.
6. The facility is not provided with adequate normal illumination in accordance with Section 1006.1 & 1006.2. For auditoriums, theaters, concert or opera halls and similar assembly occupancies, the

illumination at the walking surface level is permitted to be reduced during performances to not less than 0.2 foot-candle, provided that the required illumination is automatically restored upon activation of the premises' fire alarm system.

7. The facility is not provided with sufficient automatic emergency lighting in accordance with Section 1006.3. In the event of loss of normal building electrical power, automatic emergency lighting which may take the form of permanently installed battery-operated flood lights are required to provide minimum illumination of all exit paths and assembly spaces in order that occupants may traverse the paths of travel to the exits in case of an emergency condition. Areas in need of additional emergency lighting includes all spaces of the balcony floor level, main lobby area, stairways, basement and the main assembly room.
8. The basement areas are not separated from the remainder of the building with fire-resistive rated construction in accordance with Section 1020.1 Stairways which access portions of the buildings including basement beneath stage area are typically separated from the assembly spaces by doors and walls which possess a minimum fire-resistance rating. Exit enclosures shall have a fire-resistance rating of not less than 1 hour. These basement space may house dressing rooms, storage rooms, mechanical rooms, and other areas which are considered a high level of hazard than the predominate Assembly Group A (A-1) occupancies and require a higher level of construction to separate the area for a specific amount of time (such as 1-hour fire-resistance rating) to allow the public assembly occupant sufficient time to exit the building safely.
9. Portable fire extinguishers have not been provided in accordance with Section 906 and NFPA 10. Accessible and identifiable permanently-installed portable fire extinguishers are required in all Assembly Group A occupancies and the number and location of portable fire extinguisher in accordance with the tables and other requirement of NFPA 10, Standard for Portable Fire Extinguisher.

NOTES:

1. It is undetermined if the existing electrical service of the facility is in compliance with Section 605.1 and the National Electrical Code. There are numerous instances of unapproved temporary wiring service in the form of romex cable and extension cords. In addition, numerous open electrical junction boxes and unprotected electrical outlets are present in the facility as documented by the attached photos. It is prudent yet reasonable to have a qualified electrician check all existing and new electrical service to assure that systems and wiring are properly protected. Origin of fires related to electrical wiring and equipment serve as a major cause of fires in the United States.
2. Interior walls and ceiling finishes for existing Assembly Group A (A-1) occupancies are required to meet Class A or B flame spread rating in accordance with Table 803.3. Application of interior finish, drapery and other adornments which may be of a combustible nature shall be qualified as treated flame retardant supported by certification or of a material that is of the type which possesses fire retardant characteristics.
3. Housekeeping practices shall limit the combustible furnishing and storage to a minimum in accordance Section 304 & 315. Only those materials, fabricated furnishings and adornments including costume sewing rooms and costume storage room which will be utilized for the upcoming event shall be store or kept in the facility which is not protected by an approved supervised automatic sprinkler system.

Larry W. Laubhan CFPS, CBO
Fire Marshal, Garden City Fire Department

7 Dec 00
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**LIMITED PRE-REMEDIALTION INVESTIGATION
FOR INDOOR ENVIRONMENTAL QUALITY**

**OF
THE STATE THEATRE
418 NORTH MAIN STREET
GARDEN CITY, KS 67846**

**PREPARED FOR
MR. KALEB KENTNER, PLANNING & COMMUNITY DIRECTOR
P.O. BOX 499
GARDEN CITY, KS 67846**

**PERFORMED BY
AMERICAN METROPOLITAN ENVIRONMENTAL, INC.
P.O. BOX 13196/2713 W. ESTHNER
WICHITA, KANSAS 67213**

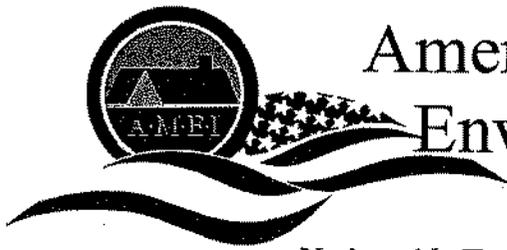
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APPENDIX A: PHOTOGRAPHS

Liability of Consultant

During the course of this evaluation, American Metropolitan Environmental Inc. relied upon certain information provided by the Client along with information gathered as a result of the inspections, surveys, the results of the study of the site, information gathered during the investigation by instrumentation, conversations with knowledgeable individuals associated with the subject site, the reports of analyses of samples obtained during the investigations, and the experiences of the investigator. AMEI shall not be held liable for the failure to discover any environmental condition which could not reasonably have been discovered through the use of the investigation means and processes employed by them and contracted for by the Client. In no event shall AMEI be held liable for the performance or nonperformance of its duties to the Client for an amount of damages in excess of AMEI fees. Our liability, if any, shall be actual damages only and shall not include any incidental or consequential damages. AMEI does not make any representations, expressed or implied, other than those contained in this report. AMEI does not agree to warrant that the subject property is free of all environmental problems, conditions or hazards.



American Metropolitan Environmental, Inc.

www.kansasmold.com

Nationwide Environmental Consulting Services Since 1995

November 24, 2009

Mr. Kaleb Kentner, Planning & Community Director
P.O. Box 499
Garden City, KS 67846

RE: Pre-remediation Indoor Environmental Quality (IEQ) Survey of The State Theatre, 418 North Main Street, Garden City, KS 67846.

Dear Mr. Kentner,

Per your request, a pre-remediation investigation was conducted on November 23, 2009 to focus on suspect fungal growth and the source(s) of the moisture accumulation at the above referenced property. No samples were collected at the property for the purpose of microbial identification; but samples were collected for the purpose for asbestos fiber identification and lead paint (the sample results are provided in a separate report). The investigation was conducted during daily activity and all observations and findings pertain to the day(s) on which the site's conditions were observed.

1.0 - INVESTIGATION

1.1 - Background Information

Concerns have been raised by the client regarding suspect fungal growth and the source(s) of the moisture accumulation at the above referenced property. A background investigation consisting of discussions with the client was conducted prior to and during the survey to obtain a comprehensive building history.

At the time of the inspection, it was disclosed by the client that the building was built in the 1920's and was a Dickenson Theatre prior to its closing in 1999. There is a proposal for renovating the building which has raised concerns about the proper removal and cleaning of the building materials due to the age of the property, water accumulation and the building being vacant with no environmental controls for several years.

1.2 - Visual Findings

Upon our limited inspection of the property, there was evidence of water accumulation in areas which did appear to have allowed some fungal growth to occur on building materials. Each area of the property that was examined during this limited inspection is detailed in the following sections:

Building 422-Main Level

- There was 12"x12" floor tile, textured wallpaper, and a drop ceiling with 2'x4' tiles and 2'x2' tiles installed.
- It appears that a water loss from plumbing above has affected the ceiling tiles, north wall and the floor tiles. The subfloor was visible due to the prior removal of some of the ceiling tiles and there was visible water damage and some fungal growth around a drain line that appears to be the source of the water loss. It is suspect that the plumbing leak may still require repair or replacement.
- There were ceiling tiles and floor tiles with visible water damage. Areas of the floor tile were loose and pulling away from the floor.

- There was visible water damage and fungal growth, including large fruiting bodies that correlate with the drain line above. With the use of the Protimeter® MMS Moisture Meter, there was 0.15_{a_w} to 0.17_{a_w} (*) measured in the accessible surfaces of building materials on the north wall up from the floor four (4) feet indicating that surfaces were damp at the time of this inspection. There was 0.93_{a_w} to 1.00_{a_w} (*) measured in the accessible surfaces of building materials on the north wall up from the floor six (6) inches that indicates the surfaces were saturated at the time of this inspection.
- There was visible water damage and fungal growth on the carpet tack strips along the north wall. In addition, there was 0.64_{a_w} to 0.65_{a_w} (*) measured in the accessible surfaces of the carpet tack strips on the north wall indicating the surfaces were wet at the time of this inspection.
- The carpet tack strips along the west wall between the door and stairway had visible water damage and fungal growth that appears to be the result of water accumulation through normal use of the door during rainfall.
- There was wall paneling on installed on the east, south and west walls in a back office area that appeared to be in overall good condition with no visible water damage or fungal growth.

(*) Water activity or a_w is the measurement of available moisture on a material (a wood moisture equivalent of) that an organism can use to support growth; pure water is measured at 1.00_{a_w}. Fungi will not usually continue to proliferate on wood building materials or cellulose surfaces at levels below 0.62_{a_w}. Water activity levels present in building materials that are determined to be "dry" is approximately 0.07_{a_w} to 0.15_{a_w} which can roughly be translated to 7% to 15%. Please note: Moisture Content or MC is measured as a ratio between the weight of the water in a material compared to the weight of the material itself in a dry state; this ratio is stated as a percentage. The national average moisture content (MC) for many building materials is currently 8% (+/- 4%).

Building 422-Basement

- It was observed that there was carpet, a four (4) foot paneled wainscot with wallpaper from the wainscot to the ceiling.
- The staircase wood railing had visible white fungal growth that appears to be the result of high relative humidity due to no environmental controls operating.
- There was significant water damage and fungal growth on the building materials that appears to be from the plumbing leak observed on the main level.
- There was considerable (†) spalling observed on the walls that would be due to ground water intrusion.
- The wood surfaces, i.e. the doors, door casing, had visible fungal growth that appears to be the result of high relative humidity.

(†) Spalling is the deterioration of concrete or a brick's surface brought on by moisture. Spalling occurs when moisture gets into the concrete or brick and freezes which creates expansion. This expansion causes the surface of the concrete or brick to fall off and is visible by the appearance of chipping or flaking on the surface. The porosity and quality of the concrete or brick, and the climate have a significant impact on spalling.

Theatre-Foyer

- There was wallpaper installed over paneling with carpet flooring. There was a drop ceiling with 2'x2' ceiling tiles.
- Some of the ceiling tiles had visible water damage.
- Some sections of the wallpaper were pulling back but there was no visible fungal growth.

Theatre-Concession Stand

- It was observed that there was visible water damage and fungal growth on several areas of the cabinetry. It appears that the damage is from a drain line in the cabinets.

Theatre-Wash Room

- The room had sheetrock/drywall walls and concrete slab flooring.
- There was visible fungal growth on the ceiling above the sink.
- The sheetrock/drywall had visible fungal growth above and below the sink. There was a hole cut out for plumbing that allowed access to view the wall cavity. It was observed that the backside of the sheetrock/drywall common to the concession stand had visible fungal growth.

Theatre

- There was a concrete floor with carpet runners. The walls were concrete with a plaster finish. Along the west section there was a drop ceiling installed.
- There were some ceiling tiles with visible water damage and fungal growth.
- There were some visible water streaks that appear to be from water intrusion. Some water damage was observed along the top sections of the concrete walls with plaster coating.
- There was carpet wainscot on the walls that was water damaged in several areas.
- Along the east side of the room there was black painted plywood that appeared to be in good condition with no visible water damage or fungal growth.

Theatre-Back Stage

- It was observed that there were brick and mortar walls with a painted wood floor.
- There was a wood shelving cabinet that had visible fungal growth that appears to be from high relative humidity due to no environmental controls operating.

Theatre-Basement

- At the bottom of the stairs on the east wall there was visible light through a metal door hatch with water streaks visible on the concrete walls that is suspect water intrusion.
- There were four basement windows on the east wall that were in very poor condition that could be a source for water intrusion.
- The concrete walls throughout the basement had significant spalling.
- The bottom plate boards at grade with the concrete floor had water damage and visible fungal growth.
- There were several areas where the plumbing was missing that could be a source of water loss in the basement.
- There was heavy water damage to the ceiling.
- The wood shelves throughout the basement had considerable water damage and visible fungal growth.
- The fiberboard paneling throughout the basement had significant water damage.

Theatre-Balcony

- There was a concrete floor with a drop ceiling that had 2'x2' ceiling tiles installed.
- Some of the ceiling tiles had visible water damage.

Theatre-Men's Restroom: 2nd Level

- There was ceramic tile installed on the floor and on the walls from floor to ceiling.
- There was visible damage to some of the ceiling tiles.
- There was standing water in the collection tub for the hot water tank. Standing water is a particular concern for bacteria growth.

Theatre-Projection Room: 2nd Level

- It was observed that there were painted concrete walls with a plaster coating. The wall had significant spalling.
- The ceiling appeared to be in overall good condition with no visible water damage or fungal growth.

Theatre-Hallway: 2nd Level

- It was observed that there were painted concrete walls with a plaster coating that had significant spalling.

Theatre-West Office: 2nd Level

- The room had wall paneling installed with carpet flooring.
- The paneling appeared to be in overall good condition with no visible signs of water damage or fungal growth.
- Most of the ceiling tiles had been removed.

Theatre-Ladies Restroom: 2nd Level

- It was observed that there was water damage to the ceiling along the west wall and in the northeast corner.
- The window glass is broken and could be allowing water intrusion.

Theatre-Storage Closet: 2nd Level

- It was observed that there was painted concrete with a plaster coating except for the west wall had fiberboard installed. The flooring was painted wood floors.
- There was significant spalling on the north and east walls. The fiberboard on the west wall had heavy water damage.
- The paneled ceiling had considerable water damage.

It is highly recommended by American Metropolitan Environmental, Inc. that if any fungi contaminated and/or water damaged building materials are identified, the affected building materials should be cleaned and/or removed by trained, professional remediators as soon as possible incorporating recognized "state of the art" removal and/or cleaning methods according to the S520 Standards. All procedures should be conducted while incorporating appropriate personal protection equipment (PPE) and containment protocols.

2.0 - MOULD AND FUNGI

A damp environment in a building promotes the proliferation of mould. There are three key elements that constitute favorable conditions for the colonization of mould and fungus (microbial organisms): nutrients, moisture, and temperature. Uniquely enough, when it comes to temperature, some mould (fungi) species can even grow on ice. Moulds are most commonly found outdoors on decaying plants however, when mould spores are introduced into an indoor environment, it can grow rapidly under the proper conditions if the three key elements are present.

Indoor nutrient sources for mould growth can be any organic material provided by a flood or sewer backup, cellulose based materials present in the building such as carpet backing, linoleum backing, drywall paper, drop ceiling tiles, or the buildup of plant and/or animal debris on inorganic surfaces. Skin cell fragments are a significant food and colonizing source in the office buildings and private homes where high occupancy exists or adequate housekeeping is not performed.

Moisture sources in buildings occur most commonly as water leaks, sewer leaks, moisture intrusion through walls and foundation or as condensation in HVAC systems (EPA, Biological Pollutants in Your Home, 1997). Conditions under which indoor mould growth can occur include:

- Historical flooding without proper cleanup
- Moisture intrusion occurring through sub-flooring or walls
- Rainfall entering through leaky roofs
- Plumbing or water line leaks
- Toilet overflow or sewer backups
- Moisture condensation within HVAC systems and,
- Persistent elevated relative humidity above 62% and inadequate housekeeping.

Moulds colonize most readily when air disturbance is minimal. For this reason, mould colonization occurs most frequently in closed or concealed spaces such as closets, storerooms, basements, and refrigeration units, or on the back or underside surface of furniture. Fungi can cause the discoloration of materials, odor problems, deteriorate building materials, and lead to allergic reactions in susceptible individuals as well as other health problems.

Due to the abundant diversity of microorganisms found in the environment and the influence of normal humidity and temperature conditions, the concentrations of bioaerosols vary significantly from region to region. Generally speaking, the indoor air flora should be quantitatively lower than, but qualitatively similar (genus or species) to that of outdoor air.

"Exceptions are enclosed agricultural and other specialized environments (where indoor fungal concentrations may be much higher). Outdoor concentrations may exceed those measured indoors even where indoor fungal growth is obvious. If outdoor fungal concentrations are very high, indoor/outdoor concentrations ratios for total fungi may be low, even in the presence of significant indoor growth. On the other hand, outdoor fungal concentrations may be reduced during times of snow cover or other conditions that suppress the release of fungal spores from outdoor sources, at which times, indoor measurements may be higher than those outdoors even in the absence of significant indoor sources.

Finally, if the variability of the data is high (which is common), extensive sampling may be required to establish that two locations differ. The species of fungi found in indoor and outdoor air typically are similar if outdoor air is the primary source

for fungi in indoor air. Comparisons of the species compositions of indoor and outdoor populations requires accurate identification of fungal species not simply identification to the genus level" (Bioaerosols Assessment and Control, 1999, Section: 7.4.2.1).

While fungi are in their growth phase, they (moulds/fungi) emit a number of microbial volatile organic compounds (mVOCs) (musty odors) that can produce irritant reactions. Fungi particles (spore and fragments) primarily cause health problems when they enter the air stream and are inhaled in large numbers. Health effects attributed to mould exposure can range from runny nose, sneezing, and skin rashes to central nervous system problems including headache, inability to concentrate, and mood changes.

Many reasons account for a specific response, including general well being and health, sensitization, exposure concentrations, and pre-existing conditions, which are some factors to consider. For example an individual may be sensitized to one more genera of fungi. This means that a particular individual may respond more acutely to relatively small concentrations of fungi spores or microbe-induced gases (musty odors), than would someone who is not sensitized.

3.0 - PERMISSIBLE EXPOSURE LIMITS FOR BIOLOGICAL AGENTS

In the U.S., no federal agency has clear authority to regulate exposure to biological agents associated with Building Related Illnesses (BRI). Countable bioaerosols have no Permissible Exposure Limits (PEL) or Threshold Limit Values (TLV) for the following reasons: the culturable/countable bioaerosols have no single entry; the human response range varies greatly from one individual to the next; it is not possible to collect and evaluate all bioaerosols components using a single sampling method; and the information relating bioaerosols concentrations to health effects is generally insufficient to describe exposure response.

It is important to remember that everyone is exposed to bioaerosols throughout their lives because bioaerosols of one kind or another are ever-present in the indoor and outdoor environment. Above all, exposures to bioaerosols are virtually unavoidable in everyday life, so complete freedom from exposure is an unachievable goal. Nevertheless, health effects to humans from mould or fungi exposure in an indoor environment are documented, and it is a clear consensus, that damp/mould contaminated buildings are not healthy buildings.

4.0 - CONCLUSIONS & RECOMMENDATIONS

4.1 - Summary of Findings

In conclusion, a pre-remediation IEQ inspection was conducted the theater building at the request of the client(s) at the above referenced location, for the purpose of identifying suspect fungal growth and the source(s) of the moisture accumulation. However, it is important to note that a thorough inspection of the entire property was requested by the client(s) and therefore was performed by American Metropolitan Environmental, Inc. (AMEI) at this time. Therefore, the information provided in this report pertains only to the area(s) that were examined and the recommendations submitted for those area(s).

The inspection of the property did reveal areas of moisture accumulation that did allow fungal growth on the building materials. Several water source(s) were revealed during the inspection that included issues with the plumbing, water intrusion through the roof and window, ground water infiltration and evidence of high relative humidity.

Therefore, it is recommended that a licensed basement and foundation contractor should examine the exposed concrete foundation walls for any cracks, damage, etc. which could promote water intrusion and conduct all necessary repairs according to currently recognized standards so as to aid in the prevention of water intrusion from occurring.

A general contractor should examine the windows throughout the building and replace as needed to prevent water intrusion into the interior of the building. In addition, the metal hatch in the basement area should be examined and all necessary repairs or replacements be made to prevent water intrusion.

A licensed plumber should examine the plumbing throughout the building (i.e. supply, drain, water heater) and make all necessary repairs or replacements to prevent water loss or water accumulation.

The mechanical systems should be evaluated by a licensed mechanical contractor due to the age of the systems and current conditions of the systems to determine any repairs, replacements or cleaning procedures should be conducted. The boiler system, if functional, in the basement should be examined by a licensed mechanical contractor and any repairs, replacements, cleaning procedures or removal should be conducted as necessary.

In addition, all water damaged ceiling tiles throughout the buildings should be removed and discarded.

Starting in building 422 on the main level it is recommended that all water damaged ceiling tiles and carpet tack strips. All of the floor tile should be removed and discarded due to the amount of water damage. All of the layers of wall paper should be removed and discarded. The built out column on the north wall should be removed from the floor to the ceiling. The north wall should then be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores. The subfloor, above the ceiling tile grid, near the drain line should be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution and lightly sand as needed to remove fungal growth, residual debris, and mould spores.

In the basement of building 422 it is recommended that the carpet, carpet tack strips, and carpet padding be removed and discarded due to water damage. Remove and discard all wainscot, wallpaper and ceiling due to water damage and fungal growth. The doors, frame and casing can be salvaged but should be cleaned by HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores. Then all the surfaces should be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.

In the theater foyer it is recommended that the paneling be removed due to the difficulty of removing wallpaper from wood surfaces.

In the concession stand area it is recommended that the cabinets be removed and discarded due to water damage. The sheetrock/drywall on the east wall common to the sink in the wash room should be cut at the floor and going up four (4) feet starting at the door frame and continuing south approximately three (3) feet to remove fungal growth.

In the wash room it is recommended that the wash sink be pulled, cleaned and stored for later reinstallation. The sheetrock/drywall on the west wall should be removed from the floor up 4 (four) feet starting from the door and continue south approximately three (3) feet. The fungal growth on the ceiling near the exhaust fan should be cut and removed in a 2'x2' section.

In the theater the plaster coated walls should be wiped with a soap & water, TSP, or other approved detergent solution to remove residual debris, and mould spores.

In the theater basement it is recommended that the contents be evaluated for discarding. The wood shelving should be removed and discarded due to water damage and fungal growth. The fiber board panels should be removed and discarded that surround the evaporator coil room. The wood bottom plates that are at grade with the floor should be removed and discarded. The walls and floor can be cleaned with a vinegar and water solution to remove the efflorescence and any residual debris. The wood supports should be cleaned by HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution and lightly sanded to remove fungal growth, residual debris, and mould spores.

In the projector room the walls should be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution to remove residual debris due to the spalling on the walls.

In the ladies restroom it is recommended that the ceiling along the west wall and in the northeast corner be cut out and removed. The wallpaper should be removed that is installed above the ceramic tiles and the wall cleaned by HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.

In the storage closet it is recommended that the ceiling be removed and discarded.

At the completion of all remediation, cleaning, and restoration procedures, the HVAC unit(s) and the entire ductwork system at the property should be professionally cleaned in accordance with procedures described in published National Air Duct Cleaning Association (NADCA) document NADCA ACR 2006. New pleated HEPA filters or minimum MERV 8 rated filters should be installed in the HVAC unit(s) or return air registers to aid in the filtration of the indoor air.

Since health effects related to mould exposure are the same even if mould is dead, dormant, or living, the removal of contaminations is critical, as opposed to "treating" or "killing" and leaving in place. The action of the removal of the microbial growth and spores limits the health risks related to exposure because a dead spore can be just as allergenic as a live spore so "treating, fogging, encapsulating, or killing" and leaving the contamination in place is neither an acceptable practice nor a currently recognized procedure for competent remediation.

Remediation strategies are based on "how much" not "what color or type", so mould sampling is usually not necessary or even beneficial during a pre-remediation investigation; it is important to state that anytime fungi are visible, the contaminated areas should be remediated by removal and proper cleaning according to currently recognized guidelines and standards.

4.2 - General Recommendations

It is the opinion of AMEI that in all situations, the underlying cause of water accumulation and/or intrusion must be rectified or fungal growth will occur/reoccur. It is highly recommended to follow all of the recommendations provided in this report and general recommendations below that are applicable for each situation:

- Air filtration devices (i.e. air scrubber, negative air machines, etc.) should be operated during all removal and/or cleaning procedures to obtain a minimum of four (4) air changes per hour within the containment; the exhaust of the air filtration devices shall be discharged outdoors. However, if exhausting the unit(s) to the outdoors is not feasible, the air filtration devices can be discharged into a second unit and discharged into a room from the containment or work area.
- Mould contaminated building materials should be removed under proper containment to prevent cross-contamination and to maintain good indoor air quality throughout the rest of the building. Non-porous surfaces (i.e. concrete, vinyl, plastic, metal) can be cleaned using a mild soap solution or with a Trisodiumphosphate (TSP) solution (mild cleanser) or equivalent.
- The application of any necessary chemicals should be conducted according to FIFRA and IICRC S520-2008; Pages 47-48, Section 12.2.9 *Clean-up* and any other applicable standards.
- If additional mould growth or water damaged building materials are identified, removal of two (2') feet beyond the edge of the visibly damaged building material(s) should be performed.
- Sanding of fungi contaminated wood based building materials can be conducted as a remediation technique, but has the potential to release mould spores and wood dust and must be conducted in containment; additionally, the integrity of the wood can be compromised when the depth of the mould containment is significant.
- Should sanding occur, it should be done sparingly and only after other options have been proven impractical or impossible - do not sand on CCA (Chromated Copper Arsenate) treated lumber without proper PPE. See www.epa.gov/oppad001/reregistration/cca/cca_qa.htm for more information.
- At the completion of all remediation procedures, all surfaces within the containment should be thoroughly cleaned by HEPA vacuuming and/or wet wiping with a soap and water, TSP solution or other approved detergent solution to remove any residual dust or latent mould spores.
- At the completion of all remediation and cleaning activities, the HVAC unit(s) and the ductwork systems at the location should be professionally cleaned in accordance with procedures in published National Air Duct Cleaning Association (NADCA) document NADCA ACR 2006. New pleated HEPA filters or minimum MERV 8 rated filters should be installed in the HVAC unit(s) or return air registers after cleaning procedures to aid in the filtration of the indoor air.
- The goal of a remediation agenda should be removal of all microbial growth. The remediation process generally can be accomplished by physical removal of fungi contaminated materials and thorough cleaning techniques. The application of encapsulates generally serves no purpose that could not be accomplished using appropriate cleaning methods, based on material composition; therefore, the use of encapsulants shall not be conducted. (IICRC S520, Page 83, Paragraph 2).

5.0 - CONTAINMENT LEVELS DEFINED BY THE EPA

“Please note that [the following remediation recommendations] contain general guidelines. Their purpose is to provide basic information for remediation managers to first assess the extent of the damage and then to determine whether the remediation should be managed by in-house personnel or outside professionals.” (*Mold Remediation in Schools and Commercial Buildings*, EPA 402-K01-001, March 2001).

- **LARGE** = Total surface area affected is greater than 100 ft² or potential for increased occupant or remediator exposure during remediation is estimated to be significant. Full containment and full PPE is recommended.
- **MEDIUM** = Total surface area affected between 10 ft² & 100 ft² where a limited containment and limited to full PPE is recommended.
- **SMALL** = Total surface area affected is less than 10 ft² where minimum PPE is recommended but no containment is required.

NOTE: To achieve a Condition I status in the work area, after demolition has been completed, it is important to clean it adequately by thoroughly removing dust, debris, fungal growth, and residual mould spores. It is highly recommended that cleaning of the surfaces within the work area should be conducted by cleaning from top to bottom, then the farthest point in containment or farthest away from the make-up air eventually ending near the air filtration device(s).

Area:	Level:	Recommendations:
General	N/A	<p>A licensed basement and foundation contractor should examine the exposed concrete foundation walls for any cracks, damage, etc. which could promote water intrusion and conduct all necessary repairs according to currently recognized standards so as to aid in the prevention of water intrusion from occurring.</p> <p>A general contractor should examine the windows throughout the building and replace as needed to prevent water intrusion into the interior of the building. In addition, the metal hatch in the basement area should be examined and all necessary repairs or replacements be made to prevent water intrusion.</p> <p>A licensed plumber should examine the plumbing throughout the building (i.e. supply, drain, water heater) and make all necessary repairs or replacements to prevent any water loss or water accumulation.</p> <p>All the mechanical systems (i.e. HVAC units) should be evaluated by a licensed mechanical contractor due to the age of the systems and current conditions of the systems to determine any repairs, replacements or cleaning procedures should be conducted. The boiler system, if functional, in the basement should be examined by a licensed mechanical contractor and any repairs, replacements, cleaning procedures or removal should be conducted as necessary.</p> <p>In addition, all water damaged ceiling tiles throughout the buildings should be removed and discarded.</p>

Area:	Level:	Recommendations:
Building 422	Large	<p>Personnel Protection Equipment (PPE) shall include HEPA filtered equipped respirators, protective clothing (Tyvek suits), eye protection, gloves, and any other equipment that may be necessary for this project; at the very minimum N-95 masks can be donned.</p> <p>Air filtration devices must be operated during all removal and/or cleaning procedures as detailed above in section <i>General Recommendations</i>.</p> <p>Main Level:</p>

	<p>All water damaged carpet tack strips should be removed and discarded.</p> <p>All of the floor tile should be removed and discarded due to the amount of water damage.</p> <p>All of the layers of wall paper should be removed and discarded.</p> <p>The built out column on the north wall should be removed from the floor to the ceiling.</p> <p>The north wall should then be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.</p> <p>The subfloor, above the ceiling tile grid, near the drain line should be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution and lightly sand as needed to remove fungal growth, residual debris, and mould spores.</p> <p>Basement: The carpet, carpet tack strips, and carpet padding should be removed and discarded due to water damage.</p> <p>Remove and discard all non structural building materials (i.e. wainscot, wallpaper ceiling) due to water damage and fungal growth.</p> <p>The doors, frame and casing can be salvaged but should be cleaned by HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.</p> <p>All the surfaces should be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.</p> <p>At the completion of all remediation procedures, all exposed surfaces in the entire containment should be "final" cleaned by a second HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.</p>
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Area:	Level:	Recommendations:
Building 418	Large	<p>Personnel Protection Equipment (PPE) shall include HEPA filtered equipped respirators, protective clothing (Tyvek suits), eye protection, gloves, and any other equipment that may be necessary for this project; at the very minimum N-95 masks can be donned.</p> <p>Air filtration devices must be operated during all removal and/or cleaning procedures as detailed above in section <i>General Recommendations</i>.</p> <p>Foyer: The paneling should be removed due to the difficulty of removing wallpaper from wood surfaces.</p> <p>Concession Stand: The cabinets should be removed and discarded due to water damage.</p>

		<p>The sheetrock/drywall on the east wall common to the sink in the wash room should be cut at the floor and going up four (4) feet starting at the door frame and continuing south approximately three (3) feet to remove fungal growth.</p> <p><u>Wash Room:</u> The wash sink should be pulled, cleaned and stored for later reinstallation.</p> <p>The sheetrock/drywall on the west wall should be removed from the floor up 4 (four) feet starting from the door and continue south approximately three (3) feet.</p> <p>The fungal growth on the ceiling near the exhaust fan should be cut and removed in a 2'x2' section.</p> <p><u>Theater:</u> The walls should be wiped with a soap & water, TSP, or other approved detergent solution to remove residual debris, and mould spores.</p> <p><u>Basement:</u> The contents should be evaluated for discarding.</p> <p>The wood shelving should be removed and discarded due to water damage and fungal growth.</p> <p>The fiber board panels should be removed and discarded that surround the evaporator coil room.</p> <p>The wood bottom plates that are at grade with the floor should be removed and discarded.</p> <p>The walls and floor can be cleaned with a vinegar and water solution to remove the efflorescence and any residual debris.</p> <p>The wood supports should be cleaned by HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution and lightly sanded to remove fungal growth, residual debris, and mould spores.</p> <p><u>Projector Room:</u> The walls should be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution to remove residual debris.</p> <p><u>Ladies Restroom:</u> The ceiling along the west wall should be removed the entire length of the west wall and out three (3) feet. The ceiling in the northeast corner should be cut out and removed.</p> <p>The wallpaper should be removed that is installed above the ceramic tiles and the wall cleaned by HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.</p> <p><u>Storage Closet:</u> The ceiling should be removed and discarded.</p> <p>At the completion of all remediation procedures, all exposed surfaces in the entire</p>
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		containment should be "final" cleaned by a second HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.
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Area:	Level:	Recommendations:
HVAC Unit(s) & Ductwork	NA	<p>At the completion of all remediation, cleaning, and restoration procedures, the HVAC unit(s) and the entire ductwork system should be professionally cleaned in accordance with procedures described in published National Air Duct Cleaning Association (NADCA) document NADCA ACR 2006.</p> <p>New pleated HEPA filters or minimum MERV 8 rated filters should be installed in the HVAC unit(s) or return air registers to aid in the filtration of the indoor air.</p>

6.0 - REMOVAL REQUIREMENTS FOR CONTAMINATED BUILDING MATERIALS

1. Trained personnel should remove the contaminated building materials. Such persons should receive training on proper clean up methods, personal protection, and potential health hazards. This training can be performed as part of program to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1910.1200).
2. Respiratory protection using HEPA equipped respirator is mandatory in all applicable situations; in some situations, a minimum N-95 rated mask can be utilized. PPE which includes gloves, protective disposal clothing, and eye protection shall be worn as well during all cleaning procedures.
3. In areas of remediation and/or cleaning procedures, seal ventilation supply and return air ducts/grills in the work area and areas directly adjacent with plastic or tape to aid in the prevention of particulates from becoming entrained throughout the indoor environment and outside of containment.
4. The work area should be unoccupied and areas directly adjacent should be unoccupied if possible. Further vacating of people from spaces near the work area is recommended in the presence of infants (less than 12 months old), persons having undergone recent surgery, immune suppressed people, or people with chronic inflammatory lung diseases (e.g. asthma, hypersensitivity pneumonitis, and severe allergies).
5. Dust suppression methods by utilizing air scrubbers, negative air machines, or air filtration devices, shall be implemented and the discharge from the scrubbers shall be exhausted outdoors. Operate air scrubbers continuously while cleaning or any removal activity is in progress and a minimum of 24 to 36 hours after all remediation activities are completed.
6. All contaminated building materials that cannot be properly cleaned should be removed from the location in sealed plastic bags or covered with sheet plastic and properly disposed of; currently there are no special, Federal, or Local requirements for the disposal of mould contaminated building materials.
7. All movable hard items in the areas of remediation, such as hard wood furniture, lamps, tables, etc, should be HEPA vacuumed and/or cleaned with a disinfectant, soap and water solution or Trisodiumphosphate (TSP) solution. Once cleaned, they should be dried and stored if necessary in a clean, dry environment until the completion of remediation activities. All clothing items and other porous items with visible mould growth, in the areas of containment(s) should be discarded or professionally cleaned as required for each item if possible.
8. The work area and all surrounding areas should be thoroughly "final" cleaned by HEPA vacuuming and/or wet wiping with a soap and water, Trisodiumphosphate (TSP), or other approved detergent solution to remove any residual fungal growth, debris, and/or mould spores.
9. At the completion of mould remediation activities, a comprehensive visual assessment of each work area should be conducted by the individual/contractor prior to the dismantling or moving of any containment(s) for verification of cleanliness. However, a final clearance (i.e. visual investigation, samples collected if requested,

etc.) should be conducted by a certified third party after air filtration devices have operated for a minimum of 24 to 36 hours after the completion of all remediation activities.

10. "The remediation manager's highest priority must be to protect the health and safety of the building occupants and remediators" (EPA-Mould Remediation in Schools and Commercial Buildings, 2001).

NOTE: American Metropolitan Environmental, Inc. strongly recommends that remediation contractors review the following documents: "Bioaerosols Assessment and Control" (1999) by the ACGIH, the IICRC S500 "Standard and Reference for Professional Water Damage Restoration" (2006), IICRC S520 "Standard and Reference Guide for Professional Mould Remediation" (2008), and the EPA document "Mould Remediation in Schools and Commercial Building."

7.0 - LIMITATIONS

American Metropolitan Environmental, Inc. has performed the tasks set forth above in a thorough and professional manner consistent with current recognized industry standards. American Metropolitan Environmental, Inc. cannot guarantee and does not warrant that this limited assessment has revealed all possible adverse environmental conditions affecting the site.

During the performance of this project, American Metropolitan Environmental, Inc. performed activities and prepared this report for the exclusive use of the client in evaluating certain environmental issues. American Metropolitan Environmental, Inc. assumes no obligation to advise you of any changes that may later be brought to American Metropolitan Environmental, Inc. attention.

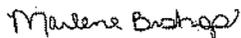
The findings provided in this report are limited to the observed conditions, as stated herein, and found to exist at the time and date of the inspection. If no intrusive or destructive activities (i.e. removing fixtures, moving furniture, cutting into wall cavities, etc.) were requested or approved by the client during the investigation, or requested in the client's scope of services, conditions hidden from observation may be different than represented in the report.

American Metropolitan Environmental, Inc. agrees the report is confidential, and its contents will not be disclosed to third parties without the express written permission from the client(s).

This report shall not be duplicated, copied, edited or redistributed without the expressed written or verbal consent of American Metropolitan Environmental Inc.

If you have any questions please feel free to call at (316) 942-6323.

Respectfully,

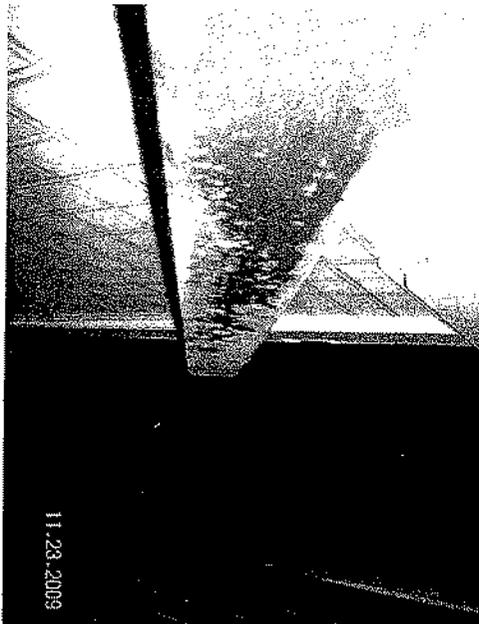
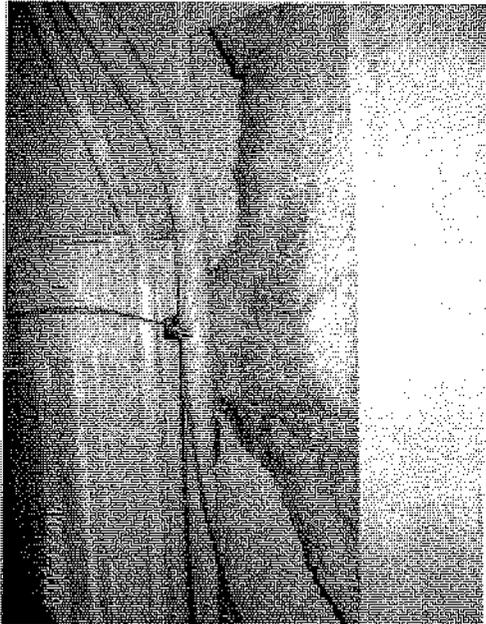
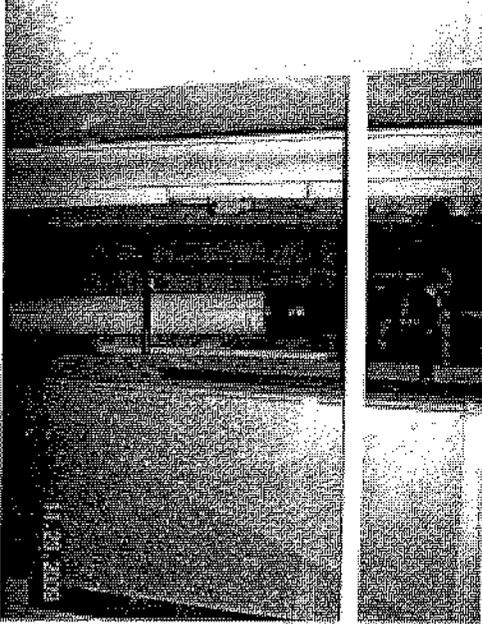
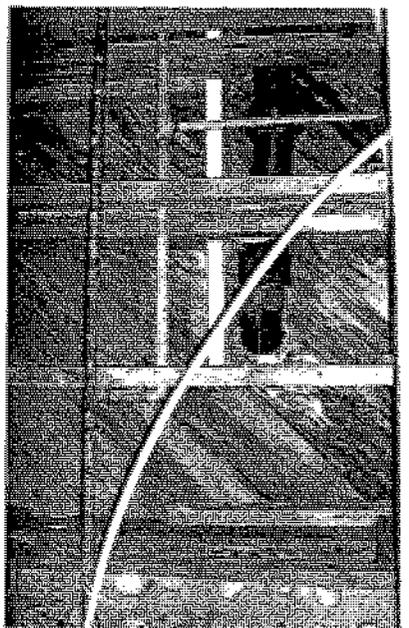
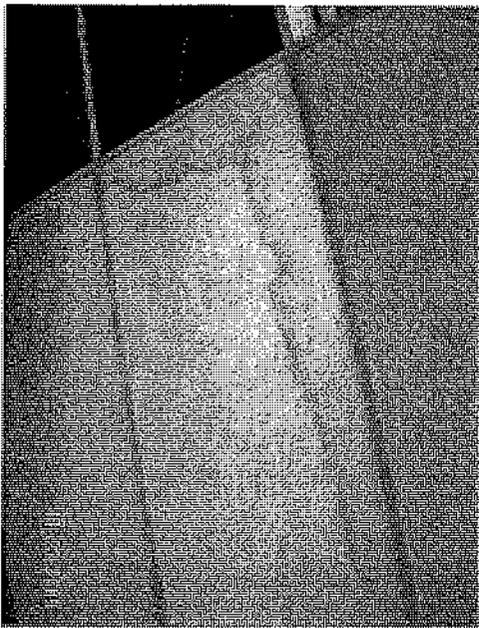
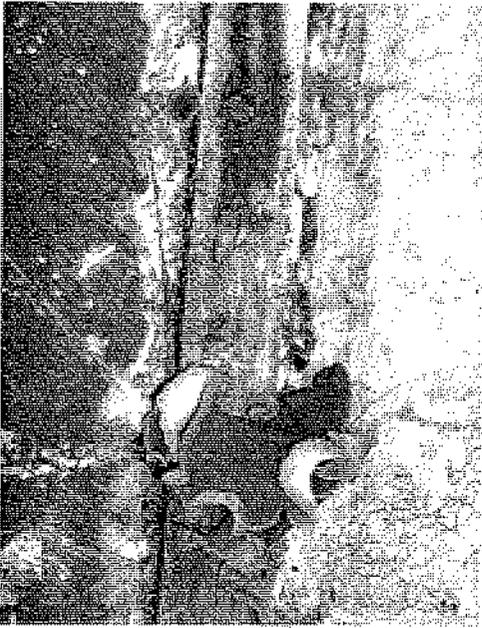


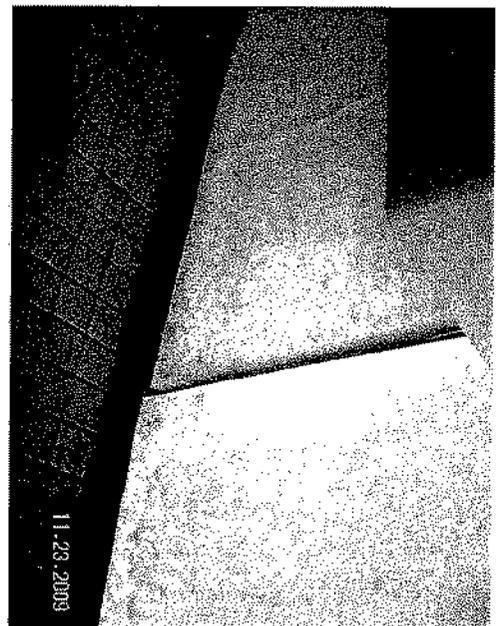
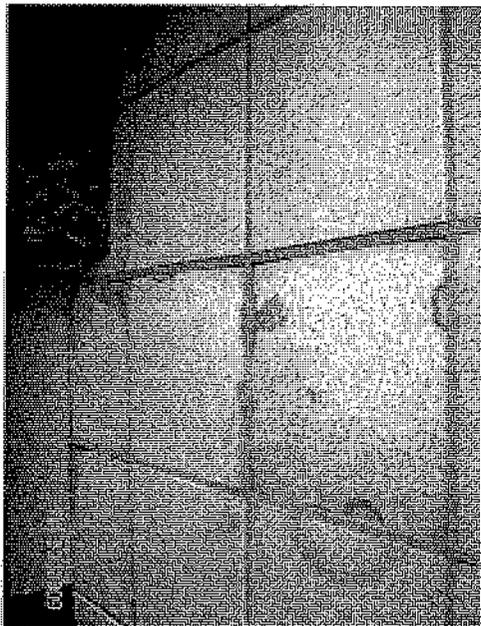
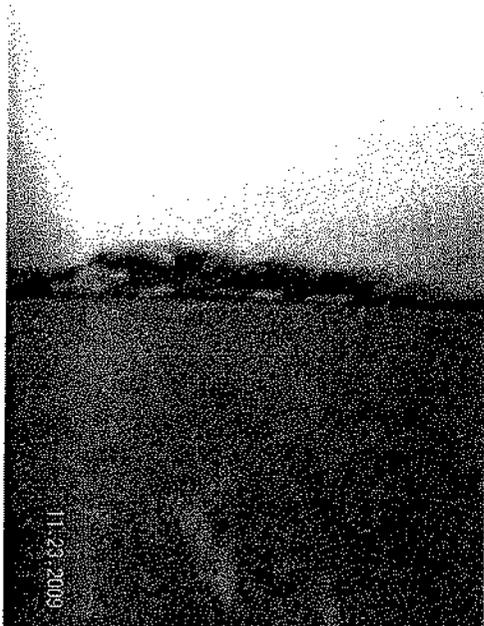
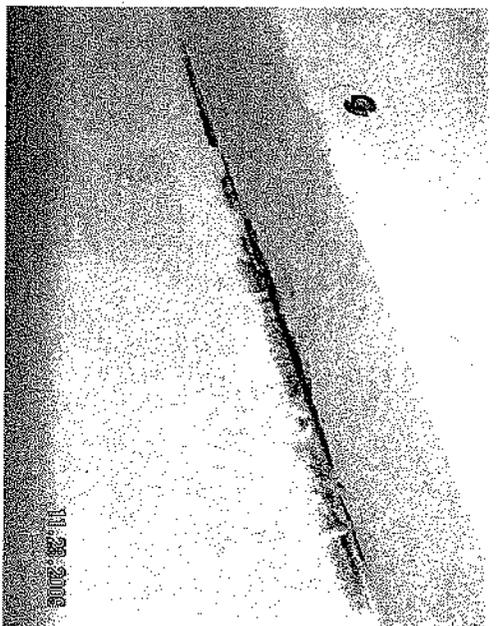
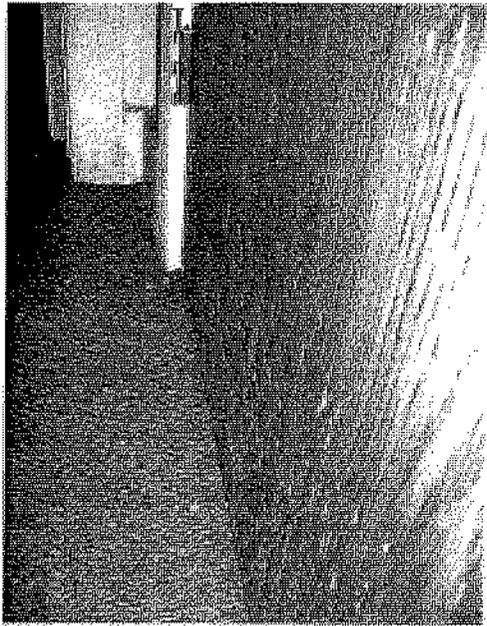
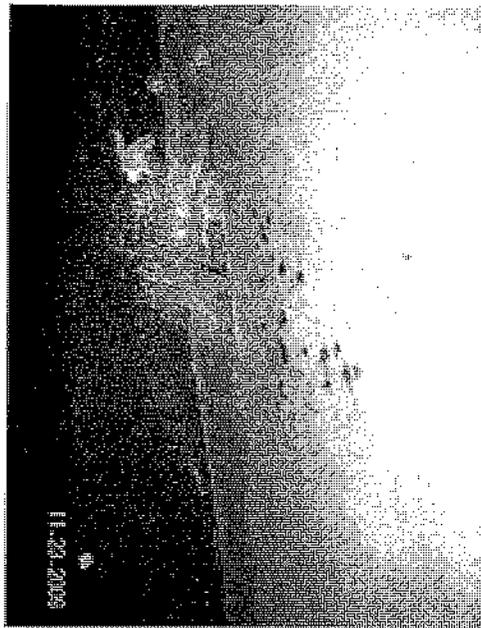
Marlene Bishop, CIE
Environmental Technician

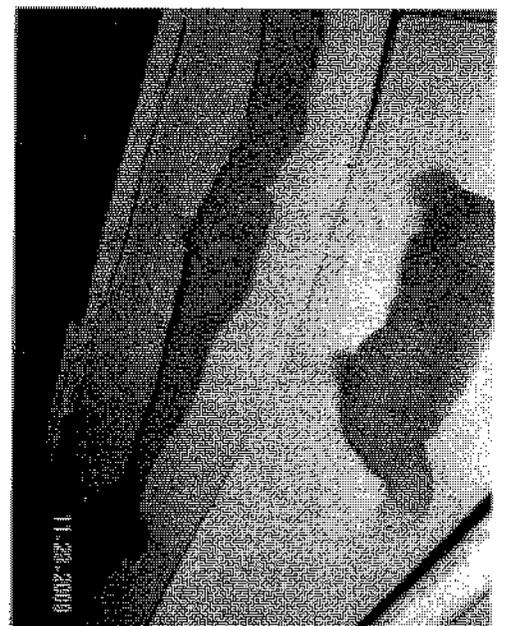
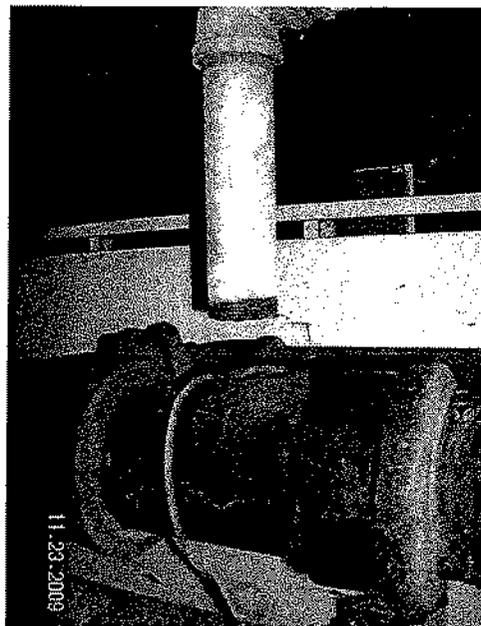
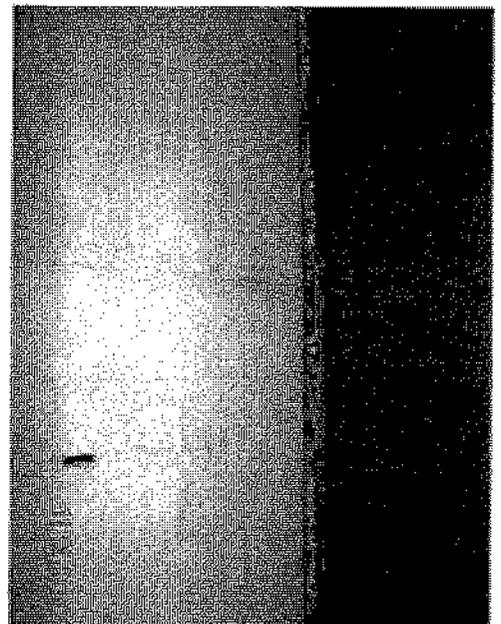


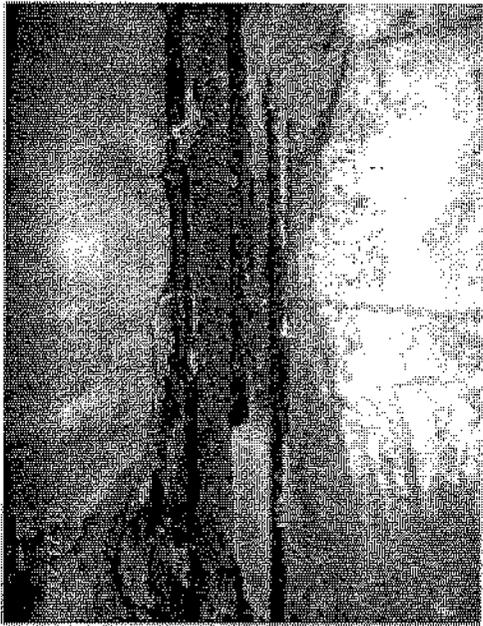
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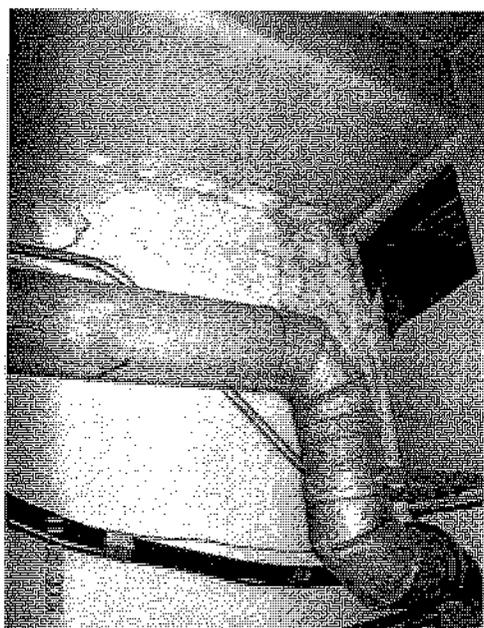
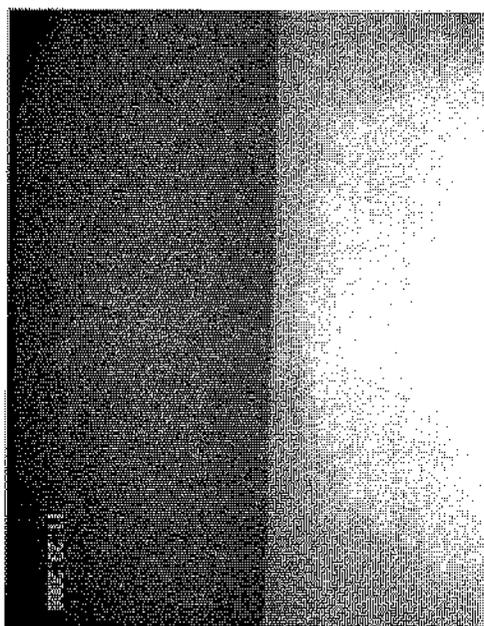
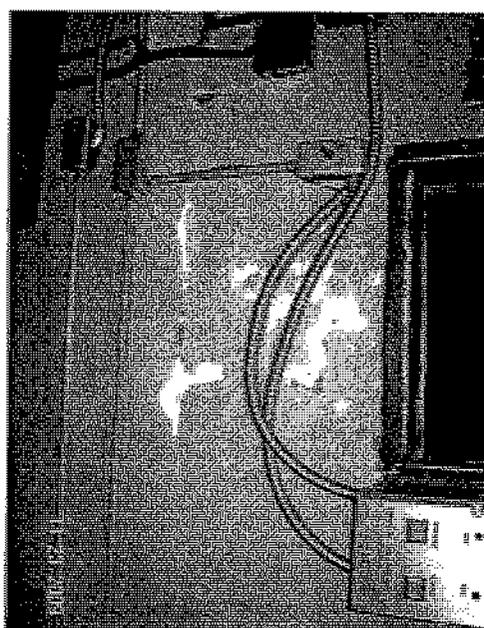
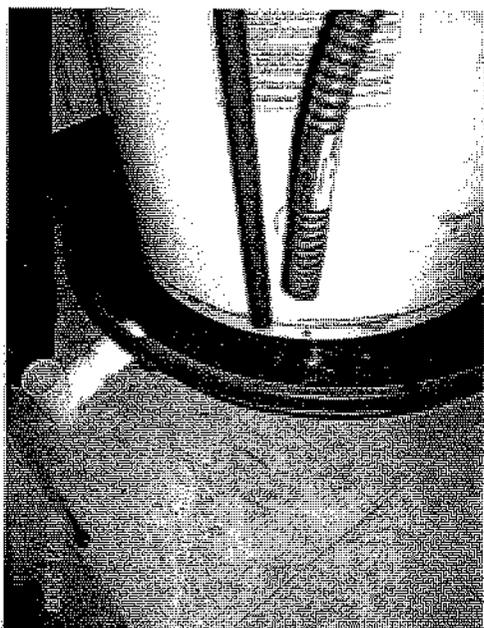
APPENDIX A
PHOTOGRAPHS











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**LIMITED PRE-REMEDICATION INVESTIGATION
FOR ASBESTOS & LEAD CONTAINING MATERIALS
OF**

**THE STATE THEATRE
418 N. MAIN STREET
GARDEN CITY, KS 67846**

**PREPARED FOR
MR. KALEB KENTNER
PLANNING & COMMUNITY DIRECTOR
P.O. BOX 499
GARDEN CITY, KS 67846**

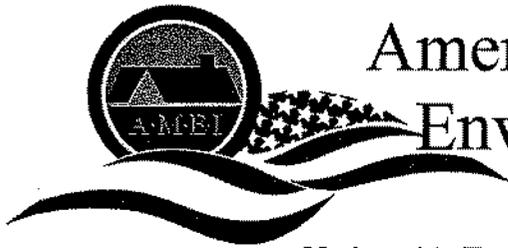
**PERFORMED BY
AMERICAN METROPOLITAN ENVIRONMENTAL, INC.
P.O. BOX 13196/2713 W. ESTHNER
WICHITA, KANSAS 67213**

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Liability of Consultant

During the course of this evaluation, American Metropolitan Environmental Inc. relied upon certain information provided by the Client along with information gathered as a result of the inspections, surveys, the results of the study of the site, information gathered during the investigation by instrumentation, conversations with knowledgeable individuals associated with the subject site, the reports of analyses of samples obtained during the investigations, and the experiences of the investigator. AMEI shall not be held liable for the failure to discover any environmental condition which could not reasonably have been discovered through the use of the investigation means and processes employed by them and contracted for by the Client. In no event shall AMEI be held liable for the performance or nonperformance of its duties to the Client for an amount of damages in excess of AMEI fees. Our liability, if any, shall be actual damages only and shall not include any incidental or consequential damages. AMEI does not make any representations, expressed or implied, other than those contained in this report. AMEI does not agree to warrant that the subject property is free of all environmental problems, conditions or hazards.



American Metropolitan Environmental, Inc.

www.kansasmold.com

Nationwide Environmental Consulting Services Since 1995

December 3, 2009

Mr. Kaleb Kentner
Planning & Community Director
P.O. Box 499
Garden City, KS 67846

RE: Limited Pre-Remediation for Asbestos & Lead Containing Building Materials of The State Theatre, 418 N. Main Street, Garden City, KS 67846.

Dear Mr. Kentner,

Per your request, a limited pre-remediation investigation was conducted on November 23, 2009 to focus on identifying asbestos containing building materials (ACBM) and lead containing paint at the above referenced property. Several samples were collected at the property for the purpose of asbestos fiber and lead identification. The investigation was conducted during daily activity and all observations and findings pertain to the day(s) on which the site's conditions were observed.

1.0 - INVESTIGATION

1.1 - Background Information

Concerns have been raised by the client regarding the suspect presence of lead and asbestos fibers within building materials at the above referenced property. A background investigation consisting of discussions with the client was conducted prior to and during the survey to obtain a comprehensive building history.

Upon our limited inspection of the property, there were several building materials that were suspect to have the potential to contain asbestos fibers (*) which included floor tile, wallboard, ceiling tiles, sheetrock/drywall, vinyl sheet flooring, etc. and all accessible layers of paint were also evaluated for the potential presence of lead (#).

1.2 - ACBM Information

(*) A building material is classified as an asbestos containing building material when it contains than one (1) percent or more asbestos as determined using the analysis method specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy; EPA 600/M4-82-020.

There were twenty-one (21) samples collected for the purpose of asbestos fiber identification of which nine (9) were identified to contain greater than 1% asbestos fibers thus there are labeled as ACBM.

An EPA accredited inspector performed this survey, and sample analysis was performed by a NVLAP and AIHA accredited laboratory. All samples were analyzed using the Polarized Light Microscopy (PLM); EPA Method 600/R-93/116; Determination of Asbestos in Bulk Building Materials.

PLM is used for the analysis of bulk samples using 10X to 400X power magnification. Samples are first viewed with a stereo binocular microscope and sub-sample mounts are prepared and mounted on slides in a known refractive index oil. These mounts are analyzed using a Polarized Light Microscope (PLM). If no asbestos is found in a sample, a value of <1.0 (None Detected) is reported. If asbestos is found, the types of asbestos present and their relative percentages are recorded. Additional information about non-asbestos fibers and non-fibrous materials is also reported if present. If a sample consists of distinct layers, the results from each layer or distinct material are reported individually.

What is friable asbestos-containing material?

Friable ACM is any material containing more than one percent asbestos (as determined by Polarized Light Microscopy) that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure.

What is non-friable ACM?

Non-friable ACM is any material containing more than one percent asbestos (as determined by Polarized Light Microscopy) that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. Under the Asbestos NESHAP, non-friable ACM is divided into two categories. Category I non-friable ACM are asbestos-containing resilient floor coverings (commonly known as vinyl asbestos tile (VAT)), asphalt roofing products, packings and gaskets. These materials rarely become friable. All other non-friable ACM are considered category II non-friable ACM.

Must I remove category I non-friable material prior to demolition or renovation?

Under normal circumstances, category I non-friable materials need not be removed prior to demolition or renovation, because generally these materials do not release significant amounts of asbestos fibers, even when damaged. This is not, however, a hard and fast rule. If category I materials have become friable or are in poor condition, they must be removed. Also, if you sand, grind, abrade, drill, cut or chip any non-friable materials, including category I materials, you must treat the material as friable, if more than the jurisdictional amount is involved.

1.3 - Lead Information

(#) Lead-Based Paint (LBP) is a term used by Housing and Urban Development (HUD) and the EPA's Toxic Substances Control Act (TSCA) program. It defines paint with lead levels equal to or exceeding 1.0 milligram per square centimeter (1mg/cm²) or 0.5 percent by weight. The sample analysis method (EPA SW-846 Method 7420) determined the paint to be less than 0.5 percent by weight.

There were fourteen (14) paint samples collected for the purpose of lead identification of which eight (8) were identified to be lead containing greater than 0.5% per weight according to HUD & EPA criteria.

In the following sections, the results of the collected samples are detailed:

2.0 - HOMOGENOUS AREA SUMMARY

2.1 - Asbestos Containing Building Material (ACBM)

SAMPLE NUMBERS	LOCATION	MATERIAL DESCRIPTION	FRIABLE ACBM	NON-FRIABLE ACBM	NOT ACBM	AMOUNTS APPROX.
FT-001	Suite 422: Main Level	12" X 12" Red Floor Tile w/ mastic		X		450 sq ft
FT-002	Suite 422: Main Level	9" X 9" Beige Floor Tile w/ mastic (under red tile)		X		450 sq ft
WB-003	Suite 422: Main Level & Basement	Sheetrock/Drywall			X	N/A
WB-004	Suite 422: Main Level	Interlocking Ceiling Tile Above Grid			X	N/A
CT-005	Suite 422: Main Level	2' x 4' Ceiling Tile (Smooth Surface)			X	N/A
CT-006	Suite 422: Main Level	2' x 4' Ceiling Tile (Round Fissures)			X	N/A
CT-007	Suite 422: Main Level	2' x 4' Ceiling Tile (Straight Fissures)			X	N/A
VSF-008	Suite 422: Main Level	Vinyl Sheet Flooring in Entry w/ Mastic		X		16 sq ft

SAMPLE NUMBERS	GENERAL LOCATIONS	MATERIAL DESCRIPTION	FRIABLE ACBM	NON-FRIABLE ACBM	NOT ACBM	AMOUNTS APPROX.
CTx-009	Suite 422: Basement	Spray-On Acoustic Ceiling Texture			X	N/A
FT-010	Suite 418: Concessions	12" X 12" Black Floor Tile w/ Mastic		X		100 sq ft
FT-011	Suite 418: Concessions	9" X 9" Beige & Blue Floor Tile w/ Mastic		X		200 sq ft
VSF-012	Suite 418: Concessions Wash Room	Green Vinyl Sheet Flooring		X		16 sq ft
WB-013	Suite 418: Concessions Wash Room	Laminated Wallboard near Sink	X			2 - 4' X 8' Sheets
CT-014	Suite 418: Concessions	2' X 2' Ceiling Tile w/ Fissures			X	N/A
FT-015	Suite 418: Projector Room	9" X 9" Red Floor Tile w/ Mastic		X		150 sq ft
CTx-016	Suite 418: 2 nd Level Room	Acoustic Applied Ceiling Texture			X	N/A
CT-017	Suite 418: Main Theatre	2' X 4' Painted Ceiling Tiles			X	N/A
CT-018	Suite 418: Basement Mechanical Room	2' X 4' Ceiling Tile			X	N/A
WB-019	Suite 418: Basement Mechanical Room	Wallboard			X	N/A
MM-020	Suite 418: Basement Mechanical Room	Dampener Material on Boiler to Fan			X	N/A
MM-021	Suite 418: Basement Mechanical Room	Wrap Material on Brick Behind Boiler near Fan	X			1 - 2 sq ft

NOTE: IT IS RECOMMENDED THAT THE LICENSED ABATEMENT CONTRACTOR SHOULD VERIFY DIMENSIONS, TOTAL SURFACE AREAS, AND/OR QUANTITIES.

2.2 - Friable & Non-Friable ACBM Summary

FRIABLE ASBESTOS CONTAINING BUILDING MATERIAL (ACBM)

Laminated Wallboard near Sink in Concessions.....Approximate Identified Total: Two (2) 4' x 8' Sheets

Miscellaneous Piece(s) of Remaining Pipe wrap (near boiler).....Approximate Identified Total: 1 - 2 sq ft

NON-FRIABLE CATEGORY I ASBESTOS CONTAINING BUILDING MATERIALS

9"x9" Floor Tile: All Colors Located throughout Both Suites.....Approximate Identified Total: 800 sq ft

12"x12" Floor Tile: All Colors Located Throughout Both Suites Approximate Identified Total: 550 sq ft

Vinyl Sheet Flooring: All Colors Located in Suite 422 Approximate Identified Total: 50 sq ft

NOTE: SOME OF THE 9"x9" FLOOR IS LOCATED UNDERNEATH SECTIONS OF CARPET & CABINETS.

NON-FRIABLE CATEGORY II ASBESTOS CONTAINING BUILDING MATERIAL

No non-friable Category II asbestos Identified

2.3 - Lead (Pb) Paint Analysis

SAMPLE NUMBERS	LOCATION	MATERIAL DESCRIPTION	LEAD (Pb) CONTAINING	LESS THAN 0.5% BY WEIGHT	AMOUNTS APPROX.
PS-001	Suite 422: Main Level	Olive Green Paint		X	N/A
PS-002	Suite 422: Main Level	White Paint on Walls & Wood Trim	X		Not Quantified
PS-003	Suite 422: Main Level HVAC Closet & Basement	Beige Paint on Walls	X		Not Quantified
PS-004	Suite 422: Main Level	Grey Paint on Floor	X		Not Quantified
PS-005	Suite 418: Concessions	White Paint Behind Wallpaper		X	N/A
PS-006	Suite 418: Main Theatre	Off White Paint on Walls	X		Not Quantified
PS-007	Suite 418: Main Theatre	Grey Paint on Floor		X	N/A
PS-008	Suite 418: Main Theatre	Black Paint on Wood near Stage		X	N/A
PS-009	Suite 418: Main Theatre	Yellow Paint around Exit Doorway	X		Not Quantified
PS-010	Suite 418: Stage	Purple Paint on Wood Flooring		X	N/A
PS-011	Suite 418: Above Stage in Storage Area	Olive Green Paint on Walls	X		Not Quantified
PS-012	Suite 418: Basement Mechanical	Grey Paint on Mechanical Systems	X		Not Quantified
PS-013	Suite 418: Basement Mechanical	White Paint on Foundation & Wallboard		X	N/A
PS-014	Suite 418: 2 nd Level Hallway, Offices, Etc.	Beige Paint on Walls	X		Not Quantified

NOTE: IT IS RECOMMENDED THAT THE LICENSED ABATEMENT CONTRACTOR SHOULD VERIFY DIMENSIONS, TOTAL SURFACE AREAS, AND/OR QUANTITIES.

3.0 - CONCLUSIONS & RECOMMENDATIONS

3.1 - Asbestos Containing Building Material (ACBM)

In order to minimize the possibility of asbestos fibers becoming airborne and therefore hazardous to health and the environment of building occupants, one or more of the following Governmental Agency Regulations regulates asbestos containing materials and the renovation/demolition work practices:

- ◆ KDHE K.A.R. 28-50-1 through 28-50-14. Kansas Asbestos Regulations.
- ◆ OSHA 29 CFR 1910.1001 Asbestos Industry Standard
- ◆ OSHA 29 CFR 1926.1101. Asbestos Construction Standard
- ◆ EPA 40 CFR 763.145 NESHAPS

The regulations are complex and quite lengthy. One regulation will govern a building owner, at one time, and then other regulations will govern at another time. For example, you are regulated under 29 CFR-1910.1001, OSHA Asbestos Industry

Standard until you begin a renovation of the building. As soon as the renovation begins, you are now regulated by 29 CFR 1926.1101, the OSHA Construction Standard. At times, you governed by multiple standards. For example, all of the above regulations apply to you once you begin renovation in an area, which contains asbestos.

It is the opinion of American Metropolitan Environmental, Inc. (AMEI) that the most appropriate course of action is to engage the services of a Certificated EPA/AHERA Inspector/Management Planner/Asbestos Project Designer to give advice on the actions that must be taken prior to this renovation. American Metropolitan Environmental, Inc. highly recommends the employing of an asbestos abatement contractor, licensed in the State of Kansas for the abatement of any ACM required to be removed prior renovation or demolition.

3.2 - Lead (Pb) Paint Containing Materials

According to currently recognized standards for commercial properties there are many options for the management of lead based paint. Therefore, it is highly recommended that a Licensed Lead Abatement Contractor should examine, evaluate, and determine the applicable course(s) of action for those paints identified to be lead containing within these structures.

4.0 - LIMITATIONS

American Metropolitan Environmental, Inc. has performed the tasks set forth above in a thorough and professional manner consistent with current recognized industry standards.

American Metropolitan Environmental, Inc. cannot guarantee and does not warrant that this limited assessment has revealed all possible adverse environmental conditions affecting the site.

During the performance of this project, American Metropolitan Environmental, Inc. performed activities and prepared this report for the exclusive use of the client in evaluating certain environmental issues.

American Metropolitan Environmental, Inc. assumes no obligation to advise you of any changes that may later be brought to American Metropolitan Environmental, Inc. attention.

The findings provided in this report are limited to the observed conditions, as stated herein, and found to exist at the time and date of the inspection.

If no intrusive or destructive activities (i.e. removing fixtures, moving furniture, cutting into wall cavities, etc.) were requested or approved by the client during the investigation, or requested in the client's scope of services, conditions hidden from observation may be different than represented in the report.

American Metropolitan Environmental, Inc. agrees the report is confidential, and its contents will not be disclosed to third parties without the express written permission from the client(s).

This report shall not be duplicated, copied, edited or redistributed with out the expressed written or verbal consent of American Metropolitan Environmental Inc., the client, or other authorized parties.

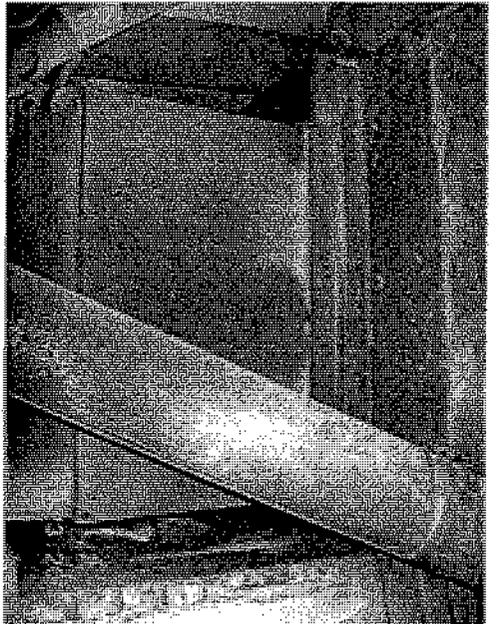
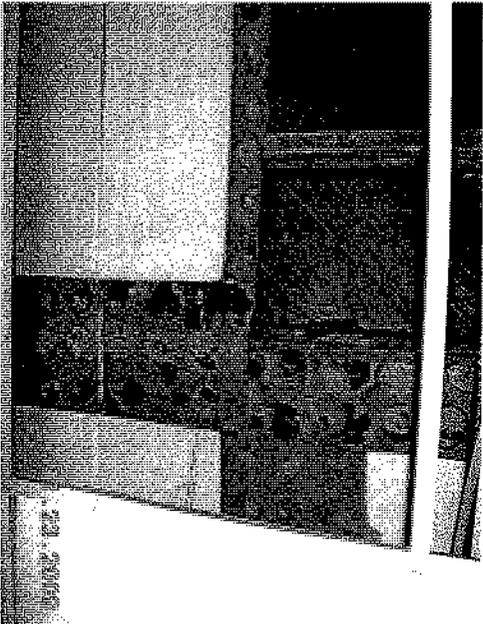
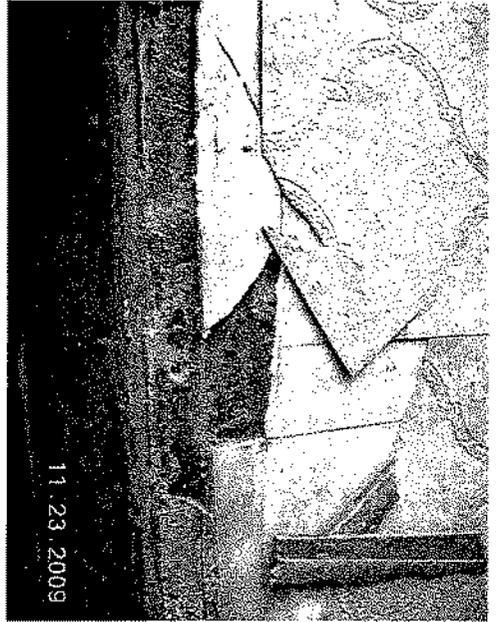
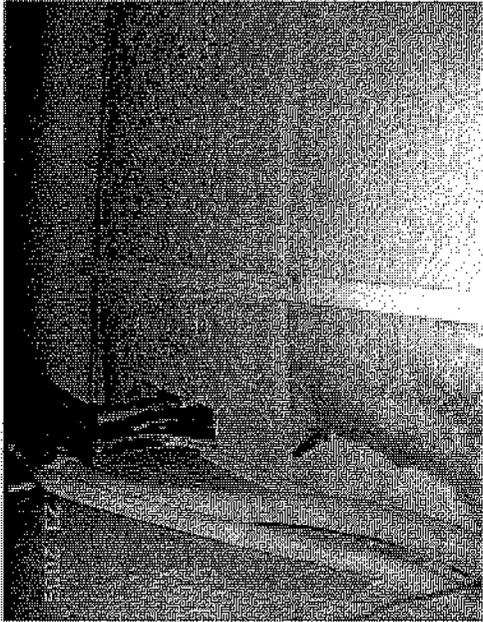
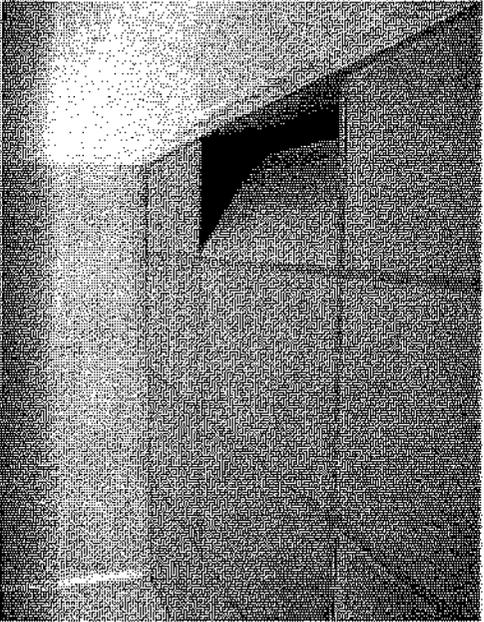
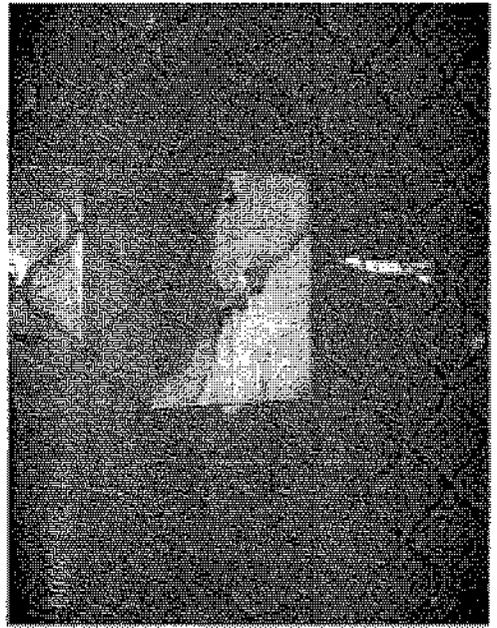
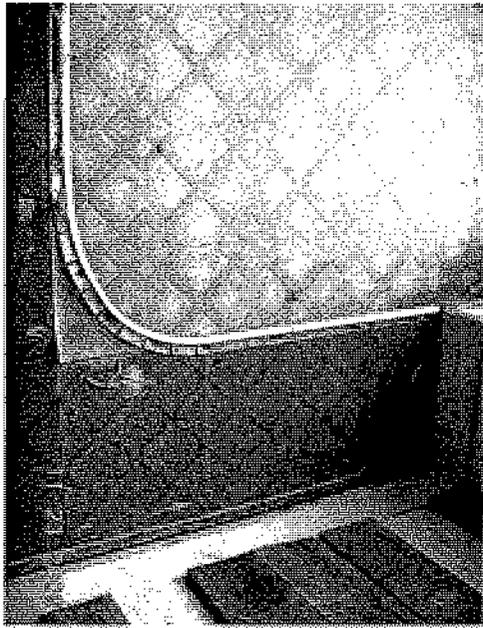
If you have any questions please feel free to call at (316) 942-6323.

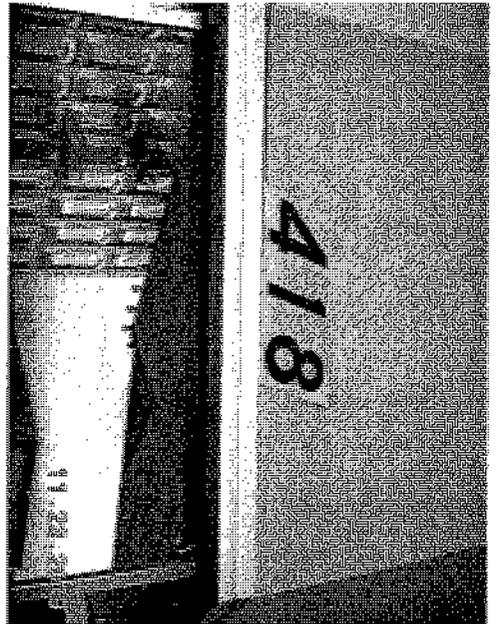
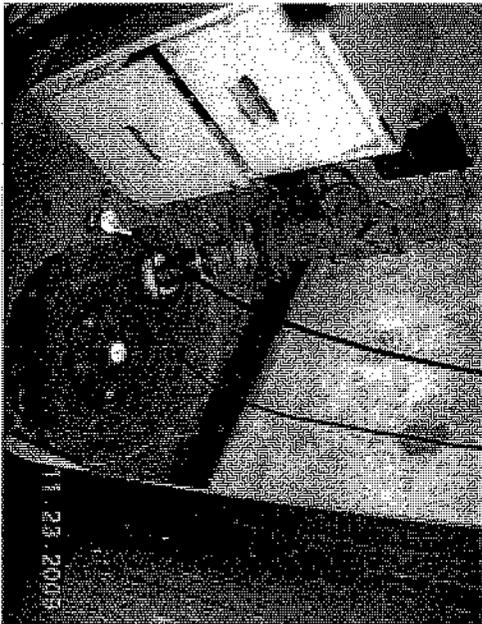
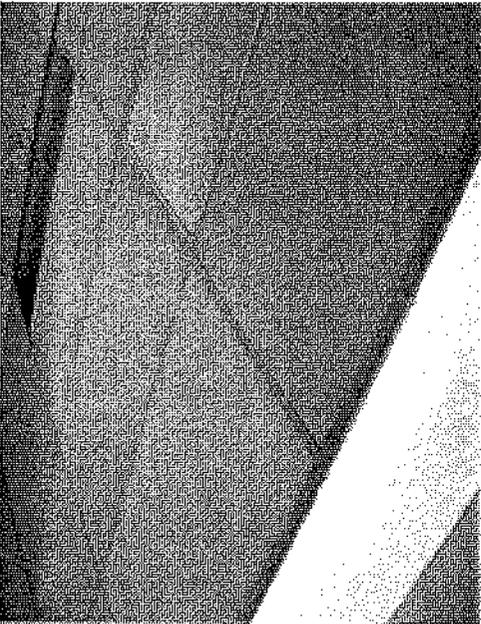
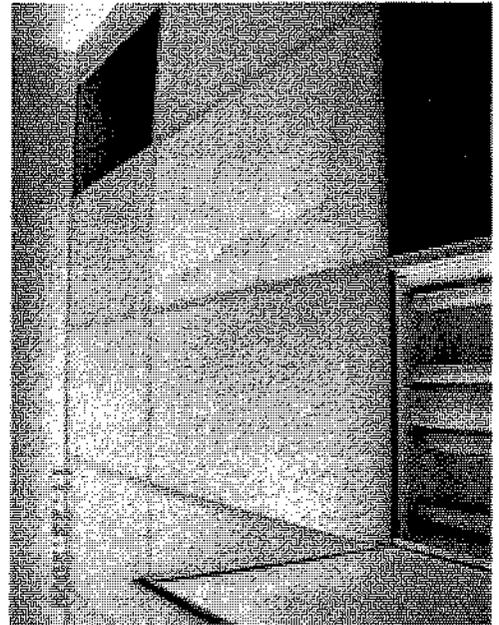
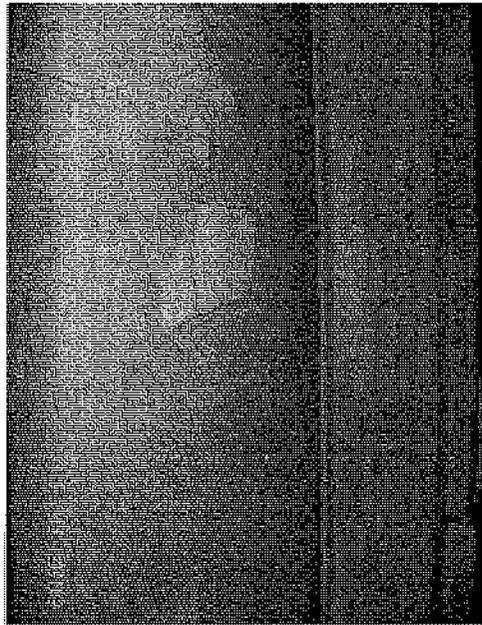
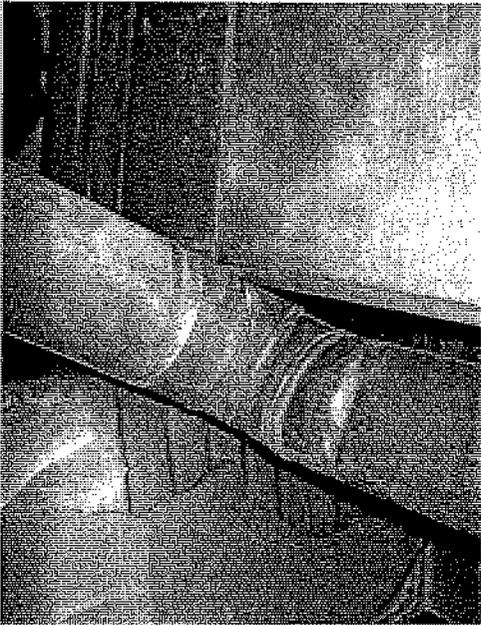
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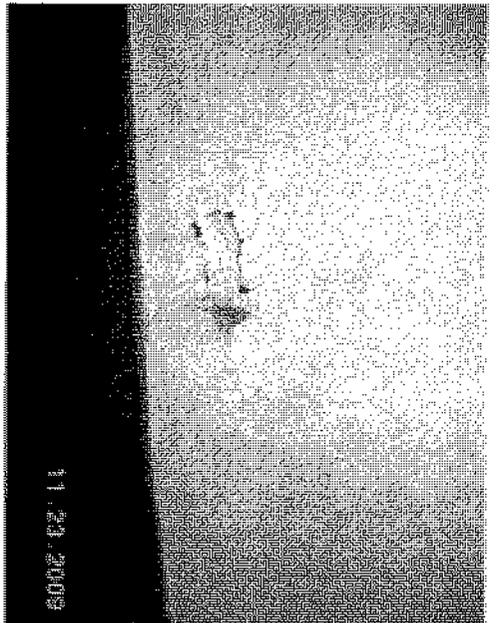
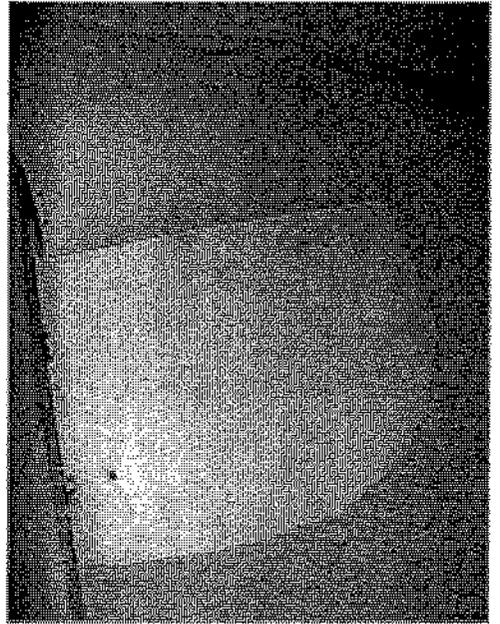
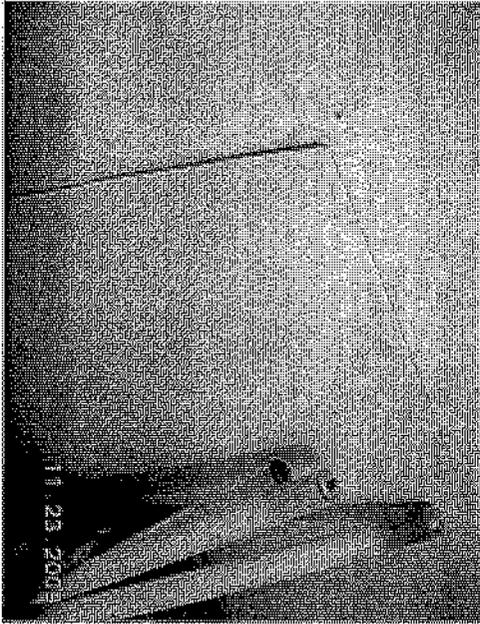
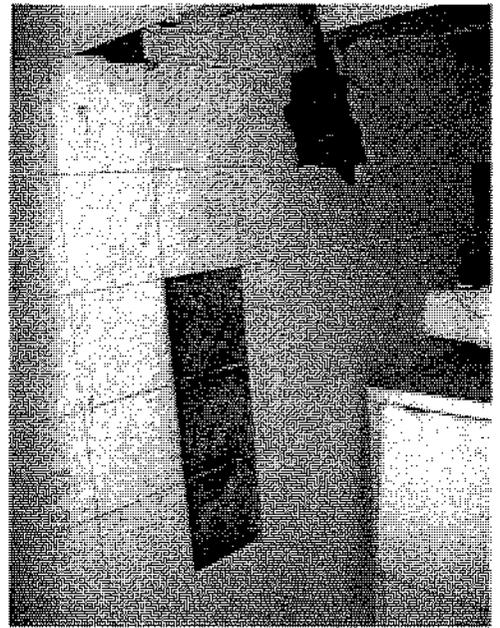
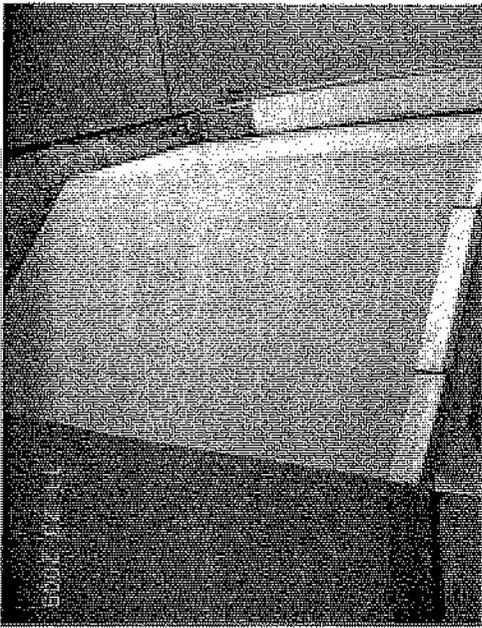


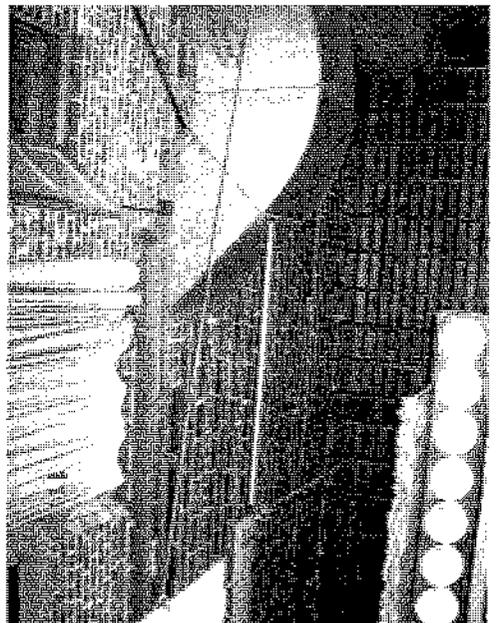
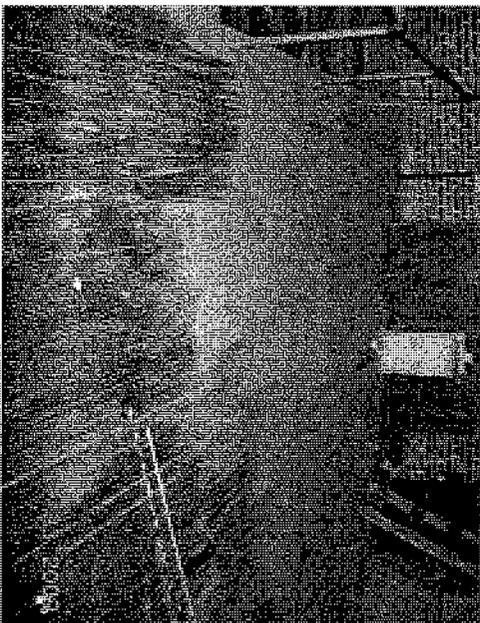
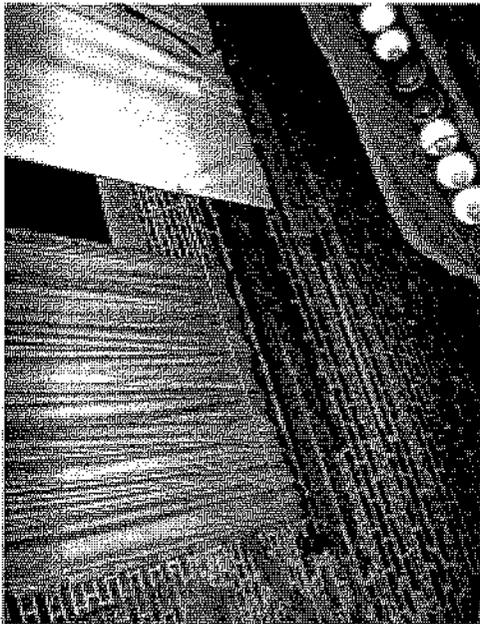
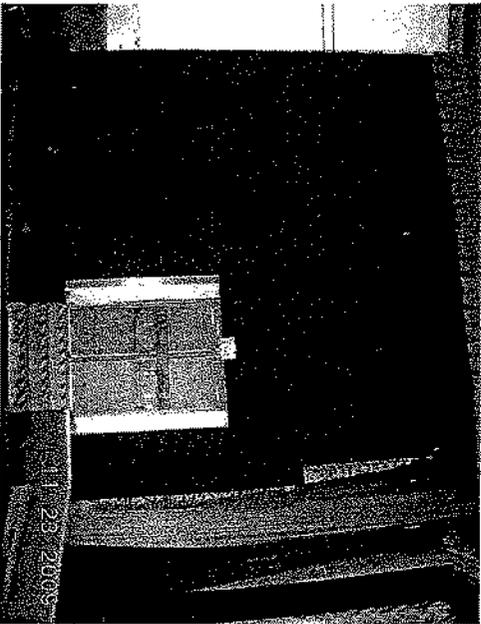
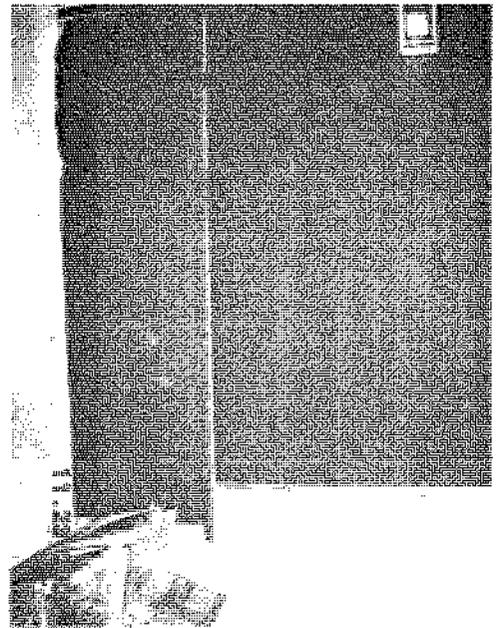
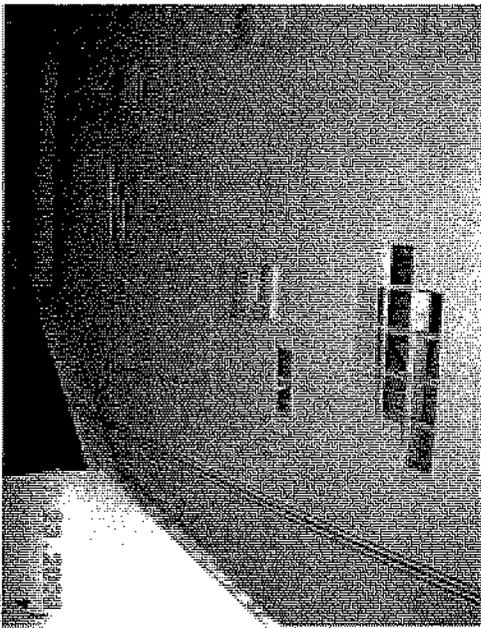
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Environmental Consultant
Certificate# 7ME12020804AIR0012

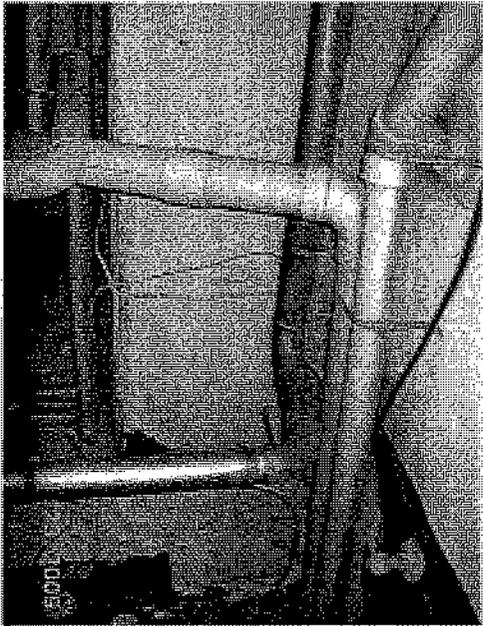
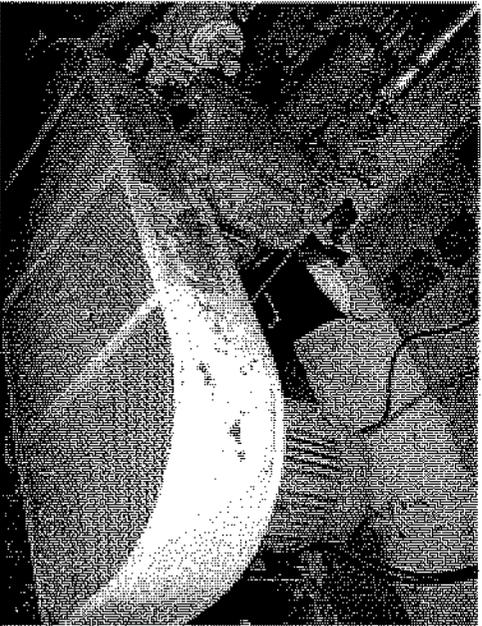
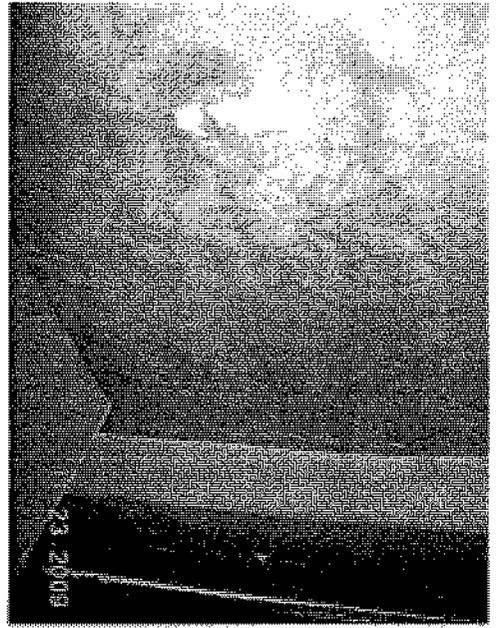
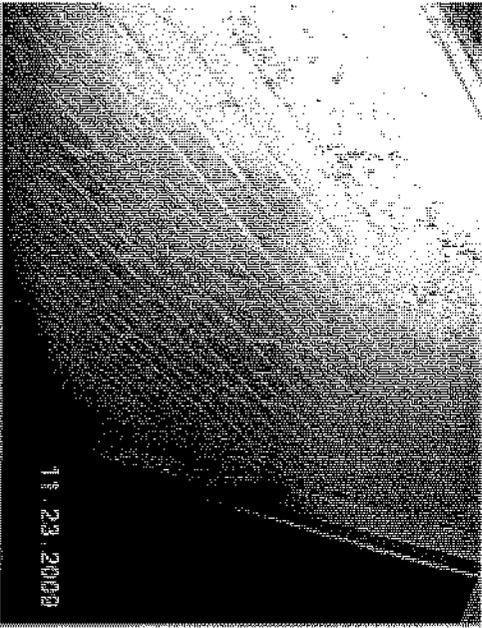
APPENDIX A
PHOTOGRAPHS

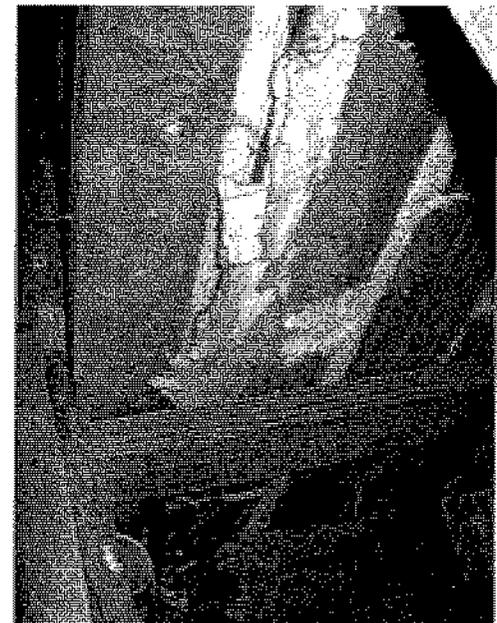
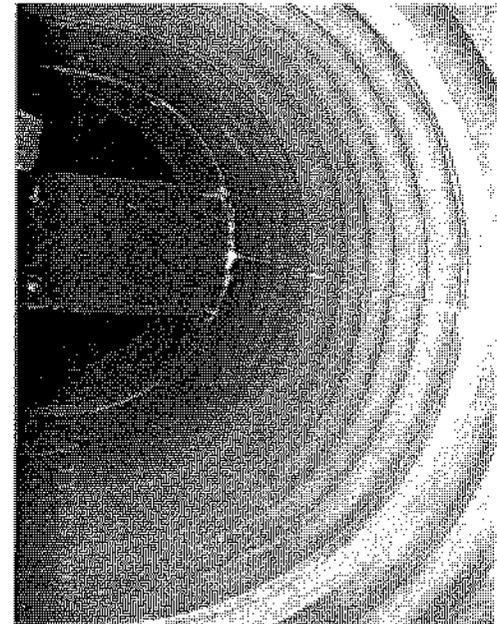
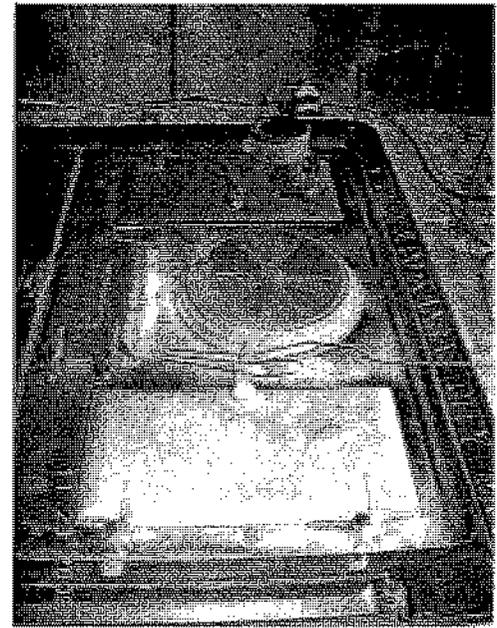
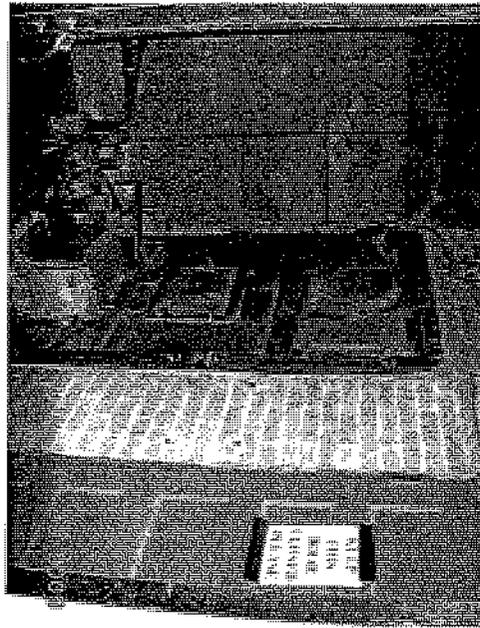












APPENDIX B

**LABORATORY
ANALYSIS
REPORT**

EMC LABS, INC.

Laboratory Report

0080646

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	AMERICAN METROPOLITAN ENV.	Job# / P.O. #:	
Address:	P.O. BOX 13196	Date Received:	11/25/2009
	WICHITA, KS 67213	Date Analyzed:	11/30/2009
Collected:	11/23/2009	Date Reported:	11/30/2009
Project Name/	STATE THEATRE	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	DAVE MORELAND
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0080646-001 FT-001		LAYER 1 12"x12" Floor Tile, Red	Yes	Chrysotile 10%	Carbonates Quartz Binder/Filler 90%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber Synthetic Fiber 1% Carbonates Quartz Binder/Filler 95%
0080646-002 FT-002		LAYER 1 9"x9" Floor Tile, Tan	Yes	Chrysotile 10%	Carbonates Quartz Binder/Filler 90%
		LAYER 2 Mastic, Black Note: Difficult to separate adjacent layers	Yes	Chrysotile 2%	Cellulose Fiber 2% Carbonates Quartz Binder/Filler 96%
0080646-003 WB-003		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber Fibrous Glass 2% Gypsum Carbonates Mica Quartz 88%
		LAYER 2 Texture, Off White	No		Cellulose Fiber <1% Gypsum Mica Quartz Binder/Filler 99%
0080646-004 WB-004		LAYER 1 Ceiling Tile, Tan / White	No		Cellulose Fiber 85% Carbonates Quartz Binder/Filler 15%
		LAYER 2 Adhesive, Brown	No		Cellulose Fiber 3% Gypsum Quartz Binder/Filler 97%

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Address:		Submitted By:	DAVE MORELAND
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0080646-005 CT-005		2x4 Ceiling Tile, Tan / White	No		Cellulose Fiber 85% Carbonates Binder/Filler 15%
0080646-006 CT-006		2x4 Ceiling Tile, Tan / White	No		Cellulose Fiber 80% Carbonates Binder/Filler 20%
0080646-007 CT-007		2x4 Ceiling Tile, Brown / White	No		Cellulose Fiber 90% Carbonates Binder/Filler 10%
0080646-008 VSF-008		LAYER 1 Vinyl Sheet Flooring, Lt. Brown/ White	Yes	Chrysotile 15%	Cellulose Fiber 10% Carbonates Gypsum Quartz Binder/Filler 75%
		LAYER 2 Mastic, Lt. Brown Note: Difficult to separate adjacent layers	Yes	Chrysotile 3%	Cellulose Fiber 2% Carbonates Quartz Binder/Filler 95%
0080646-009 CTx-009		Ceiling Texture, White/ Beige	No		Carbonates Mica Quartz Binder/Filler 100%
0080646-010 FT-010		LAYER 1 12"x12" Floor Tile, Black/ Beige	Yes	Chrysotile 5%	Carbonates Quartz Binder/Filler 95%
		LAYER 2 Mastic, Black	Yes	Chrysotile 8%	Carbonates Binder/Filler 92%

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Collected:	11/23/2009	Date Reported:	11/30/2009
Project Name/	STATE THEATRE	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	DAVE MORELAND
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0080646-011 FT-011		LAYER 1 9"x9" Floor Tile, Beige/ Dk. Blue	Yes	Chrysotile 3%	Carbonates Quartz Binder/Filler 97%
		LAYER 2 Mastic, Black/ Brown	No		Cellulose Fiber 2% Synthetic Fiber 1% Carbonates Quartz Binder/Filler 97%
0080646-012 VSF-012		Vinyl Sheet Flooring, Lt. Brown/ White Note: No Mastic Present	Yes	Chrysotile 15%	Gypsum Carbonates Quartz Binder/Filler 85%
0080646-013 WB-013		LAYER 1 Laminated Wallboard, White/ Brown	No		Cellulose Fiber 95% Gypsum Binder/Filler 5%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 3% Carbonates Quartz Binder/Filler 97%
		LAYER 3 Compound, White	Yes	Chrysotile 2%	Carbonates Mica Binder/Filler 98%
0080646-014 CT-014		2'x2' Ceiling Tile, White/ Beige	No		Cellulose Fiber 50% Mineral Wool 30% Carbonates Perlite Binder/Filler 20%

EMC LABS, INC.

Laboratory Report

0080646

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Address:		Submitted By:	DAVE MORELAND
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0080646-015 FT-015		LAYER 1 9"x9" Floor Tile, Red	Yes	Chrysotile 3%	Carbonates Quartz Binder/Filler 97%
		LAYER 2 Mastic, Yellow	No		Carbonates Binder/Filler 100%
0080646-016 CTx-016		Ceiling Texture, White/ Off White	No		Carbonates Mica Binder/Filler 100%
0080646-017 CT-017		Ceiling Tile, Olive Green	No		Cellulose Fiber 95% Carbonates Binder/Filler 5%
0080646-018 CT-018		2'x4' Ceiling Tile, Brown	No		Cellulose Fiber 95% Carbonates Binder/Filler 5%
0080646-019 WB-019		Wallboard, White/ Brown	No		Cellulose Fiber 95% Carbonates Binder/Filler 5%
0080646-020 MM-020		LAYER 1 Damper On Boiler, Gray	No		Cellulose Fiber 90% Synthetic Fiber <1% Carbonates Binder/Filler 9%
		LAYER 2 Paper, Brown	No		Cellulose Fiber 98% Carbonates 2%
0080646-021 MM-021		Wrap Material, White	Yes	Chrysotile 40%	Cellulose Fiber 45% Carbonates Binder/Filler 15%



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emclab@emclabs.com

LEAD (Pb) IN PAINT CHIP SAMPLES
EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420

EMC LAB #: L36649		DATE RECEIVED: 11/25/09			
CLIENT: American Metropolitan Environmental, Inc.		REPORT DATE: 11/30/09			
CLIENT ADDRESS: 2713 W. Esthner Wichita, KS 67213		DATE OF ANALYSIS: 11/30/09			
PROJECT NAME: State Theatre		P.O. NO.:			
PROJECT NO.:					
EMC # L36649	SAMPLE DATE /09	CLIENT SAMPLE #	DESCRIPTION	REPORTING LIMIT (%Pb by weight)	%Pb BY WEIGHT
1	11/23	PS-001	Paint Sample-Green	0.010	0.125
2	11/23	PS-002	Paint Sample-White	0.010	0.985
3	11/23	PS-003	Paint Sample-Beige	0.100	1.40^
4	11/23	PS-004	Paint Sample-Grey	0.012	0.817
5	11/23	PS-005	Paint Sample-White	0.017	BRL
6	11/23	PS-006	Paint Sample-Off White	0.100	4.82^
7	11/23	PS-007	Paint Sample-Grey	0.010	0.214
8	11/23	PS-008	Paint Sample-Black on Wood	0.014	BRL

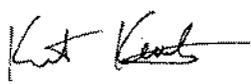
^ = Dilution Factor Changed * = Excessive Substrate May Bias Sample Results BRL = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results.

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ANALYST: 
Jason Thompson

QA COORDINATOR: 
Kurt Kettler



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CLIENT ADDRESS: 2713 W. Esthner Wichita, KS 67213		P.O. NO.:			
PROJECT NAME: State Theatre		PROJECT NO.:			
EMC # L36649	SAMPLE DATE /09	CLIENT SAMPLE #	DESCRIPTION	REPORTING LIMIT (%Pb by weight)	%Pb BY WEIGHT
9	11/23	PS-009	Paint Sample-Yellow	1.0	11.6^^
10	11/23	PS-010	Paint Sample-Purple	0.010	0.021*
11	11/23	PS-011	Paint Sample-Green	1.0	30.4^^
12	11/23	PS-012	Paint Sample-Grey	0.010	0.669
13	11/23	PS-013	Paint Sample-White	0.010	0.095
14	11/23	PS-014	Paint Sample-Off White	0.010	1.31

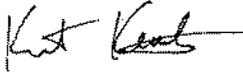
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ANALYST: 
Jason Thompson

QA COORDINATOR: 
Kurt Kettler

New Business



MEMO

TO: City Commissioners

FROM: Alcohol Fund Advisory Committee
Members: Kevin Bascue, Susan Escareno, Verna Weber
Ashley Freburg, Communications Specialist (AFAC Liaison)

DATE: March 13, 2015

RE: Recommendation for 2015 Community Grant Funding

CITY COMMISSION

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J. CHRISTOPHER LAW

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City Manager

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RANDALL D. GRISELL
City Counselor

ISSUE

The Governing Body is asked to consider and approve the distribution of Community Grant Funds as recommended by the Alcohol Fund Advisory Committee.

BACKGROUND

The Alcohol Fund Advisory Committee served as the Community Grant Selection Committee and has provided the Governing Body with a set of recommendations for distributing Community Grant funds in 2015.

The City Commission authorized up to \$29,375 in the FY 2015 Budget for the Community Grant. Twelve agencies submitted applications for the 2015 Community Grant, with requests totaling \$68,250. The Committee met March 12 to review applications and make a recommendation to the City Commission for the allocation of funds.

The Committee recommends awarding \$24,750 in grants to eight (8) agencies as follows:

2015 Community Grant Requests

Agency	Amount Requested	Amount Recommended
Communities in Schools*	\$ 5,000	\$ -
Community Mexican Fiesta	\$ 2,000	\$ 2,000
Friends of Sandsage Bison Range	\$ 2,500	\$ 2,500
Garden City Downtown Vision***	\$ 1,000	\$ -
GC Habitat for Humanity	\$ 2,000	\$ 2,000
Girl Scouts*	\$ 5,000	\$ -
Miles of Smiles	\$ 2,250	\$ 2,250
St. Catherine Hospital Dev. Foundation	\$ 4,000	\$ 4,000
Southeast Asian Mutual Assistance Association**	\$ 16,000	\$ -
Summer Playground Program**	\$ 6,500	\$ -
Junior Leadership Corp	\$ 20,000	\$ 10,000
Youth Entrepreneurs	\$ 2,000	\$ 2,000
Total	\$ 68,250	\$ 24,750

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- *Denotes organization ineligible due to funding received in both 2013 and 2014
- **Denotes organization recommended for AFAC Funding
- ***Denotes organization recommended for Community Grant Funding

Alternatives

1. Approve the Committee’s recommendation to award \$24,750 in Community Grant funds to eight agencies as outlined.
2. Alter the Committee’s recommendation and award funding as the Governing Body sees fit.
3. Do not approve the Committee’s recommendation and send the item back to the Committee for further review.

Recommendation

The Committee requests the Governing Body approve their recommendation to allocate \$24,750 in 2015 Community Grants as outlined above.

Fiscal Note

If approved, \$24,750 would be awarded from Fund 001-171-6165 “Social Funding.”

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MEMO

To: Governing Body Members

From: Alcohol Fund Advisory Committee:
Members: Kevin Bascue, Susan Escareno, Verna Weber
Staff Liaison: Ashley Freburg, Communications Specialist

Date: March 13, 2015

Re: 2015 AFAC Recommendation

Issue

The Governing Body is asked to consider and approve the distribution of AFAC funds as recommended by the Alcohol Fund Advisory Committee.

Background

The Alcohol Fund Advisory Committee met on March 12, 2015 to discuss the distribution of grant funds to area agencies to create or maintain programs targeting drug and alcohol prevention or treatment.

The Alcohol Fund Advisory Committee was established in 1982 to advise the governing bodies of the City and County on the distribution of alcohol consumption tax funds. Funding for AFAC is established in KSA 79-41a04, which creates an Alcoholic Liquor Fund, and prescribes how those monies are to be distributed back to local units of government. For cities with populations greater than 6,000 the law sets forth that 1/3 of the money be credited to the general fund, 1/3 be credited to a special parks and recreation fund, and 1/3 to special alcohol and drug programs funded in the city treasury. AFAC is responsible for recommending to the City and County how the final third dedicated to special alcohol and drug programs will be distributed.

AFAC applicants are expected to provide a strategic description of how requested funds will be used. Recipients are expected to provide documentation as to their success in fulfilling their commitment.

While the committee seriously considers any request for funding that meets the criteria of KSA 79-41a04, AFAC is particularly interested in areas of substance abuse prevention. The committee monitors the distribution of funds as they relate to six categories identified by the Center for Substance Abuse Prevention:

1. Problem Identification and Referral
2. Alternatives and Activities
3. Community-Based Change Efforts
4. Environmental Approaches
5. Prevention Education
6. Information Dissemination



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The Alcohol Fund Advisory Committee has completed its review of applications for 2015 funding. The Committee applied the process it has developed over recent years which is based on a solicitation of requests, evaluation of requests, and monitoring the past use of funds for those agencies that have previously participated in the program.

The Committee received 11 applications requesting a total of \$143,525. The City of Garden City has budgeted \$85,000 and Finney County has committed \$10,000 for the purposes of distributing monies to agencies that qualify for AFAC funds. After reviewing agency proposals, the AFAC Committee respectfully submits the following funding recommendations:

2015 AFAC Requests

Agency	Amount Requested	Amount Recommended
25th Judicial Community Corrections	\$ 18,450	\$ 18,450
25th Judicial Youth Services	\$ 20,000	\$ 20,000
Big Brothers Big Sisters	\$ 24,000	\$ 19,475
City on a Hill	\$ 13,800	\$ -
Communities In Schools	\$ 2,000	\$ 2,000
Real Men Real Leaders	\$ 4,875	\$ 4,875
Seeds of Hope Jail Ministry	\$ 8,900	\$ 5,200
Southeast Asian Mutual Assistance Association	\$ 12,500	\$ 10,000
Spirit of the Plains CASA	\$ 12,500	\$ 10,000
Summer Playground Program	\$ 6,500	\$ 5,000
USD 457 Junior Leadership Corp*	\$ 20,000	\$ -
Total	\$ 143,525.00	\$ 95,000.00

*Indicates organization recommended for Community Grant Funding

A number of these applicants have a history of receiving these funds and successfully documenting the impact these funds had in the community with respect to preventing alcohol and substance abuse.

Alternatives

1. Approve the Committee’s recommendation to award \$95,000, including \$10,000 from the County and \$85,000 from the City to a total of nine (9) agencies.
2. Alter the Committee’s recommendation and award funding as the Governing Body sees fit.
3. Do not approve the Committee’s recommendation and send the item back to the Committee for further review.

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Recommendation

AFAC would ask for Governing Body consideration and approval of Alternative 1 as the Alcohol Fund Advisory Committee members feel the distribution levels represent a balanced and effective use of available funds.

Fiscal Note

If approved, the City of Garden City will expend \$85,000.00 from the AFAC Fund for the purposes of funding the AFAC Grant.



MEMORANDUM

TO: Governing Body
FROM: Arts Grant Selection Committee
Members: Brian Seagraves, Shawna Deal & Melissa Gallegos
Staff Liaison: Ashley Freburg
DATE: March 13, 2015
RE: 2014 Arts Grant Distribution

CITY COMMISSION

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Issue

The Governing Body is asked to consider and approve the distribution of Art Grant funds as recommended by the Art Grant Committee.

Background

The Arts Grant Selection Committee met on March 11, 2015 to discuss the distribution of grant funds and make a recommendation to the City Commission. The Arts Grant program was developed in 2012 as a formal process by which arts programs can request funding from the City. The City Commission allocated \$14,750 from the social fund line item to fund the Arts Grant program for FY2015. The City received ten applications requesting a total of \$33,600. The Arts Grant Selection Committee recommends awarding \$13,900 to seven (7) applicants as outlined below.

2015 Art Grant Requests

Table with 3 columns: Agency, Amount Requested, Amount Recommended. Rows include Arts Fusion Initiative, City of GC, GCCC, Kearney County Hospital, Edith Scheuerman Tigerrific Sign Choir, Friends of Garden City Arts, Garden City Arts, GC Downtown Vision, Southwest Kansas Live On Stage, String Academy of the Plains, Steps Dance School, Tumbleweed, and Total.

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



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Alternatives

1. Approve the Committee's recommendation to award \$13,900 in Art Grant funds to seven agencies as outlined.
2. Alter the Committee's recommendation and award funding as the Governing Body sees fit.
3. Do not approve the Committee's recommendation and send the item back to the Committee for further review.

Recommendation

The Committee requests the Governing Body approve their recommendation to allocate \$13,900 in 2015 Arts Grants as outlined above.

Fiscal Note

If approved, \$13,900 would be awarded from Fund 001-171-6165 "Social Funding."



MEMORANDUM

DATE: March 9, 2015
TO: Governing Body
FROM: Sam Curran
RE: Traffic Advisory Board Recommendations

CITY COMMISSION

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Issue: The Traffic Advisory Board discussed the following issues during their March 2nd Meeting.

1. Request installation of Stop signs at the intersections of Fleming Street/Terminal Avenue and JC Street/Terminal Avenue.¹

Background:

The City received a request to install Stop signs due to the high uses of heavy vehicles excessing businesses in this area:

- a. Concrete Plant
- b. City Solid Waste/Recycling Center
- c. Goodyear Tire
- d. ProBuild Lumber

Small business owners in the area were concerned about the safety of their customers and employees at these intersections with heavy truck usage.

Discussion:

Staff identified possible sight distance issues involving both intersections for traffic entering unto Fleming Street or JC Street from Terminal Avenue.

Alternatives:

1. Deny the request to install Stop signs on Terminal Avenue at the intersections of Terminal/Fleming and Terminal/JC.
2. Approve the request to install Stop signs on Terminal Avenue at the intersections of Terminal/Fleming and Terminal/JC.

¹ Map showing proposed Stop sign locations on Terminal Avenue

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Board's Recommendation:

Board recommends approving Alternate 2, installing Stop signs on Terminal Avenue at the intersections of Terminal/Fleming and Terminal/JC.

2. Request for a Pedestrian Crosswalk at 1800 E Spruce Street for GCCC Students.²

Background:

Rodney Dozier, GCCC, approached the City requesting the installation of a Pedestrian Crosswalk with signage on Spruce Street to help identify the crossing point for the students living in the new GCCC Apartments.

The request would require the construction of one ADA Ramp on the south side of Spruce across from the GCCC Campus Road west of the existing parking lot of GCCC Dorms.

Discussion:

Mr. Dozier observed the students crossing pattern and felt the proposed crosswalk is where most students cross. He also feels some type of visual is needed to provide advance warning for motorists letting them know there may be students present in this area.

Amy Taylor, Director for Community Day Care, said the Day Care crosses at this location when they walk the children to A.H. Long Park.

MPO Davis mentioned Spruce Street is a heavily traveled area by motorist.

Alternatives:

1. Deny the request for the installation of the Pedestrian Crosswalk with signage on Spruce Street and GCCC Campus Road.
2. Approve the request for the installation of the Pedestrian Crosswalk with signage on Spruce Street and GCCC Campus Road having City Staff install the ADA ramp with GCCC reimbursing the City for the cost of the concrete.
3. Approve the request for the installation of the Pedestrian Crosswalk with signage on Spruce Street and GCCC Campus Road having City Staff install an ADA Ramp at no cost to GCCC.

² Map showing proposed crosswalk on Spruce Street



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Board's Recommendation:

Board recommends approving Alternate 2, installation of the Pedestrian Crosswalk with signage on Spruce Street and GCCC Campus Road having City Staff install an ADA ramp with GCCC reimbursing the City for the cost of the concrete.

3. Request for a Pedestrian Crosswalk at 800 N. Campus Drive for GCCC Students and Employees. This request also includes a Push Button Activated Warning Sign System.³

Background:

GCCC is requesting the installation of a Push Button Activated Pedestrian Crosswalk with advanced signage on Campus Drive to help identify the crossing point for the students and employees in this area.

Discussion:

GCCC has a number of activities in this area which requires pedestrian traffic needing to cross Campus Drive at Gene Avenue.

The cost for the Activated Warning System is \$6,000. In the past, the City has required the entity making the request to half the cost. After the installation has been completed, the City assumes the responsibility of maintaining the system.

This installation would also require two ADA Ramps and sidewalks being constructed by someone. Staff would recommend the City do the work using City workforces and GCCC reimburse the City for the cost of the concrete.

Board felt until GCCC provides more information, the current conditions should not be changed at this time.

Alternatives:

1. Deny the request.
2. Approve the request with the College reimbursing the City for half the cost of the Activated Signage and the cost of the concrete.
3. Approve the request after the College has completed the concrete work and reimbursing the City for half of the cost of the Activated Signage.
4. Approve the request at the City's cost.

³ Map showing proposed Activated signs on Campus Drive



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Board's Recommendation:

Board recommends tabling this issue until GCCC provides more information about future plans.

4. Request for Dip signs at the intersection of Henderson Dr and Labrador Blvd.⁴

Background:

Staff has received a request from a citizen to have Dip signs installed at the intersection of Henderson Dr and Labrador Blvd. The citizen stated the following:

- i. Twice since we have lived here we have had our cars rear-ended when they were parked in the street on either side of our driveway, due to someone speeding through the dip and losing control of their vehicle.
- ii. During Christmas vacation this year, someone sped east on Labrador, lost control at the dips, knocked a hole in their oil pan, and drove up into our front yard. The vehicle came to rest about 5 feet from the front corner of the house. They then drove over a large lava rock which was beside our driveway. They drug the lava rock onto the driveway, headed down the driveway into the street, and left significant oil spilled over our lawn and driveway. Needless to say, we did not catch them, but we did report it to the police.

Discussion:

Staff requested from the Police Department all traffic accidents reports at this intersection or 1806 Labrador Blvd. There were none reported going back to 2009.

Labrador Blvd is identified as a through street by City Ordinance.

MPO Davis mentioned the dip and the curve of the street plays a role in the type of accident; however, he felt it was more of a speed factor.

Alternatives:

1. Deny the request to install Dip signs on Labrador Blvd.
2. Approve the request to install Dip signs on Labrador Blvd.

⁴ Map showing proposed Dip Signs on Labrador Blvd.



Board's Recommendation:

Board recommends Alternative 2; approve the request to install Dip signs on Labrador Blvd.

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N FLEMING ST

N JC ST

E FULTON PLZ

E TERMINAL AVE

Animal Shelter

Recycling Center

STOP Sign Request

STOP Sign Request

1611

1630

1702

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1620

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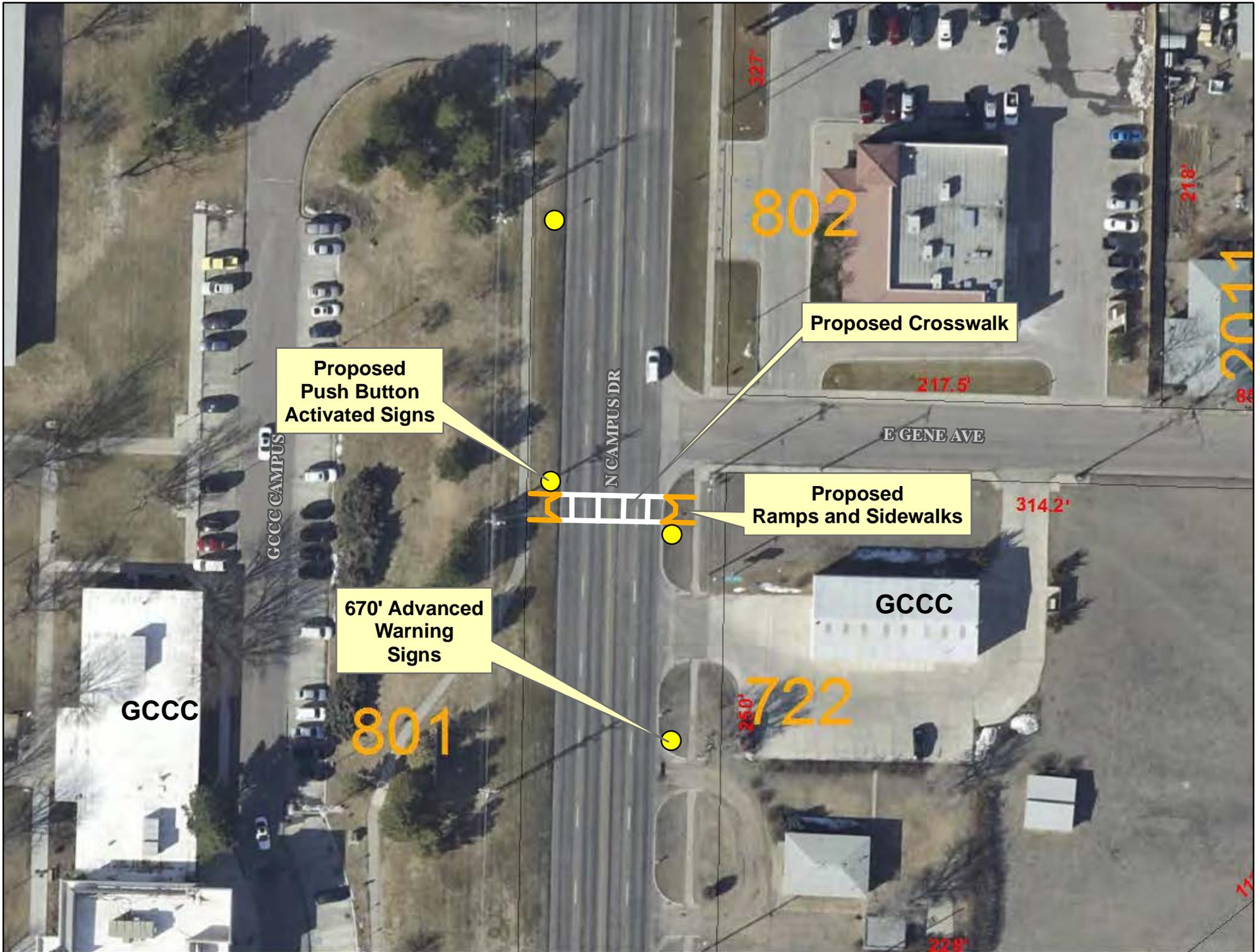
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**GCCC Rquest
for
Crosswalk**

**Construct
ADA Ramp**



Proposed
Push Button
Activated Signs

Proposed Crosswalk

Proposed
Ramps and Sidewalks

670' Advanced
Warning
Signs

GCCC

GCCC

801

722

802

2011

N CAMPUS DR

E GENE AVE

GCCC CAMPUS

327'

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217.5'

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25.0'

228'

12'



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HENDERSON DR

NKOSTER ST

Proposed Location
for
DIP Sign

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1708

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1714

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1904

Proposed Locations
for
DIP Sign

201.4

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E LABRADOR BLVD

MEMORANDUM

Date: March 9, 2015

To: Governing Body

From: Robyn Graffia, Executive Director

RE: Vacant Position on Garden City Housing Authority Board

Issue:

- Open Board Member Position

Background:

- Melodie Sterling resigned from the Garden City Housing Authority Board
- Two applicants: Monique Davidovic and Janice Deal

Alternatives:

- Appoint Monique Davidovic to fill the vacant position on the housing authority board.
- Appoint Janice Deal to fill the vacant position on the housing authority board.
- Governing body selecting another candidate to fill the position.

Board's Recommendations:

- Board recommends appointing Janice Deal to fill the vacant position on the Garden City Housing Authority Board.

The Garden City Housing Authority Board requests Governing Body consideration on the above item.

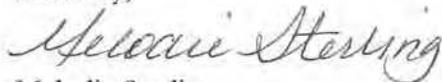
March 4, 2015

Celyn Hurtado, City Clerk
Garden City Administration Center
City Manager's Office
P.O. Box 998
Garden City, Kansas 67846

Dear Celyn,

I am writing this letter of resignation to inform you about my decision to step down from the Garden City Housing Authority Board of Directors, effective immediately, and not to seek another term. When I accepted the position to be on the board back in December of 2011, I understood it to be a three year term. I only recently was informed that it was in deed a four year term and that it was required of me to submit a letter of resignation. Even though I regret that misunderstanding, I am forever grateful for the opportunity to help serve the citizens of Garden City. I also wish to thank the Executive director Robyn Graffia, Chairman of the Board Jennifer Brock, and all the remaining Board Members for their friendship and support during the time that I served on the board. I thoroughly enjoyed my time working with all of them and wish the best!

Sincerely,



Melodie Sterling

GARDEN CITY IS MY TOWN TOO!

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

NAME: Janice M. Deal _____

HOME PHONE: 620-640-8666 _____

ADDRESS: 1612 E Johnson Street, Garden City, KS _____

WORK PHONE: _____

E-MAIL ADDRESS: fred.deal@cox.net _____

OCCUPATION (if employed): retired _____

PLACE OF EMPLOYMENT: _____

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 45 years _____

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

I was asked by a friend, and am willing to serve. _____

OTHER APPLICABLE EXPERIENCE: I am on the Endowment Board of St. Dominic School and have served on many committees. _____

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

Airport

Lee Richardson Zoo

Alcohol Fund Advisory Board

Parks & Tree

Art Grant Committee

Planning Commission

Building Safety Board of Appeals

Police/Citizen

Cultural Relations

Recreation Commission

Golf

Traffic Committee

Environmental Issues Board

Zoning Board of Appeals

Landmarks Commission

Local Housing Authority

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

Traffic Advisory Committee

Zoning Board of Appeals

RETURN THIS FORM TO:

City Manager's Office – Attn: Celyn
City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998

Consent Agenda

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 9 March 2015

RE: ELECTRIC EASEMENT

ISSUE

Governing Body consideration and acceptance of an electric easement from Commerce Bank, N.A., for their new bank at 1515 E. Kansas Avenue.

BACKGROUND

The Electric Department is preparing for the new electric service to Commerce Banks new facility at 1515 E. Kansas Avenue. An easement is needed for locating the transformer and service on the property.

ALTERNATIVES

The Governing Body may accept or reject the easement.

RECOMMENDATION

Staff recommends accepting the easement.

FISCAL

There is no cost to the City for this easement.

Steve Cottrell



Engineering Department

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

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

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

EASEMENT

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

COMMERCE BANK, N.A.

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

A 10' wide Electric Easement, the centerline of which is described as follows:

COMMENCING at the northeast corner of Lot 1, Block 1, Garden National Bank Subdivision, Garden City, Finney County, Kansas; Thence on an assumed Bearing S01°05'57"W, and along the east line of said Lot 1, a distance of 9.97 feet to the P.C. of a curve to the right; Thence continuing along the east line of said Lot 1 being a curve to the right, having a radius of 165.00 feet, a chord bearing of S02°15'26"W, a chord distance of 6.67 feet and through a central angle of 02°18'58", an arc distance of 6.67 feet to the **POINT OF BEGINNING**; Thence Bearing N79°43'39"W, a distance of 81.04 feet; Thence Bearing N87°59'03"W, parallel with and 5.00 feet South of the North line of said Lot 1, a distance of 156.72 feet; Thence Bearing S27°59'45"W, a distance of 193.71 feet to the **POINT OF ENDING**. The side lines of said 10' wide Electric Easement to be extended or shortened to terminate at the east line of said Lot 1.

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

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

IN WITNESS WHEREOF, the Grantors have caused this Easement Agreement to be signed this _____ day of _____, 2015.

COMMERCE BANK, N.A.

By:
Title:

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on the _____ day of _____, 2015, before me, a Notary Public in and for the County and State aforesaid, came _____ who IS personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Notary Public

My Commission Expires:



MEMORANDUM

TO: Governing Body
FROM: Sam Curran, Director of Public Works
DATE: March 11, 2015
SUBJECT: Purchase Request on Vehicle and Equipment Bids

CITY COMMISSION

DAN FANKHAUSER,
 Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
 City Manager

MELINDA A. HITZ, CPA
 Finance Director

RANDALL D. GRISELL
 City Counselor

ISSUE

Staff is requesting Governing Body consideration of accepting the low bid on the following items:

1. Street Department – One(1) 15’ Mowing Deck ¹
2. Street Department – One(1) 4WD Half Ton Pickup ²

BACKGROUND

Bids were opened on the March 10, 2015 in the Administration Building at 10:00 a.m. for one (1) 15’ Mowing Deck and one (1) 4WD Half Ton Pickup. The low bidder for the mowing deck was Kan Equip from Garden City for \$12,750. And the low bidder for the 4WD Half Ton Pickup was Burtis Motor from Garden City for \$23,892. The delivery dates for both units are as follow:

1. 15’ Mowing Deck – 3 weeks
2. 4WD Half Ton Pickup – 10-12 weeks

Staff has attached the bid tabulation sheet for your review.

ALTERNATIVES

1. Approve the 15’ Mowing Deck bid from Kan Equip for \$12,750.00.
2. Approve the 4WD Half Ton Pickup bid from Burtis Motor for \$23,892.00.
3. Deny 15’ Mowing Deck bid.
4. Deny 4WD Half Ton Pickup bid.
5. Deny both bids.

RECOMMENDATION

Staff recommends Governing Body consideration and approval for the purchase of the 15’ Mowing Deck from Kan Equip for \$12,750 (**Alternative 1**) and the purchase of the 4WD Half Ton Pickup from Burtis Motors for \$23,892 (**Alternative 2**).

FISCAL NOTE

15’ Mowing Deck - \$12,750 fund cite #032-21-211-6100.13; Budgeted Amount \$27,100.

4WD Half Ton Pickup - \$23,892, fund cite #032-21-211-6100.13; Budgeted Amount \$27,000.

¹ Mowing Deck Bid Tabulation

² 4WD Half Ton Pickup Bid Tabulation

CITY ADMINISTRATIVE
 CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

**CITY OF GARDEN CITY
15' MOWING DECK**

BID TABULATION SHEET

Date & Time: Tuesday, March 10, 2015 10:00 a.m.
 Equipment: One (1) 15' Mowing Deck
 Location: Commission Room

DEPT. BUDGET
Street **\$27,100**

BIDDERS	COST	GOVT DISCOUNT	NET CITY COST	DELIVERY DATE	EXCEPTIONS & COMMENTS
Kan Equip Inc. Bruce Middleton (620) 276-3275	\$16,578.00	(\$3,828.00)	\$12,750.00	3 weeks	LandPride RCM 3615
Garden City Farm Equipment Louis Nusser (620) 275-0226	\$19,216.00	(\$6,362.00)	\$12,854.00	3-6 weeks	Rhino 3150
Garden City Farm Equipment Louis Nusser (620) 275-0226	\$22,754.00	(\$7,738.00)	\$15,016.00	3-6 weeks	Rhino 4150
Sellers Equipment Larry Allen (620) 275-9621	\$23,871.00	(\$7,901.00)	\$15,970.00	9 weeks	Schulte FX-1800
American Implement Matt Koster (620) 275-4114	\$23,448.70	(\$5,855.89)	\$17,592.81	1 week	JD CX 15
Sellers Equipment Larry Allen (620) 275-9621	\$33,335.00	(\$11,686.00)	\$21,649.00	12 weeks	Schulte FX-1500

CITY OF GARDEN CITY

4WD HALF TON PICKUP

Bid Tabulation Sheet

Date & Time: Tuesday, 10 March 2015 10:00 a.m.
 Equipment: One (1) 4WD Half Ton Pickup
 Location: City Hall

DEPT. BUDGET
Street **\$27,000.00**

Bidders	Non-Taxable Cost	Less Gov't Discount	Kansas Excise Tax	Total Cost	Delivery Date	Exceptions & Comments
Burtis Motor Company Eldon Dailey (620) 275-6171	\$31,530.00	(\$7,639.00)	\$1.00	\$23,892.00	10-12 weeks	2015 Dodge D1500 Regular Cab
Burtis Motor Company Eldon Dailey (620) 275-6171	\$35,315.00	(\$10,766.00)	\$1.00	\$24,550.00	8-10 weeks	2015 Ford F150 Regular Cab
Western Motor Buzz Garner (620) 275-4291	\$35,270.00	(\$8,623.00)		\$26,647.00	6-8 weeks	2015 GMC Regular Cab
Lewis Motor Company Brad Lewis (620) 275-7171	NO BID					



**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

MEMORANDUM

TO : Governing Body
THRU: Matt Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE : March 6, 2015
RE : NPDES Permit / KDHE

ISSUE:

Staff requests authorization to contract with PEC Engineering to perform the necessary studies as required by the Kansas Department of Health and Environment (KDHE) to prove that the current Wastewater Treatment Plant (WWTP) meets the requirements regarding total nitrogen and phosphorous removal. The amount of the contract is \$26,000.

BACKGROUND:

The City works towards achieving on a consistent basis to ensure that the current NPDES permit, effective December 1, 2012, which includes goals regarding total nitrogen and phosphorous removal for the WWTP. The permit also includes a requirement in "Item D. Schedule of Compliance" that the City either demonstrate that the current facility can routinely meet these goals, or provide a study that evaluated the facility and provides recommendations for improvements to routinely meet the total nitrogen and total phosphorous goals.

ALTERNATIVES:

- 1) Authorize the Mayor to sign the contract with PEC Engineering.
- 2) Do not authorize the Mayor to sign the contract with PEC Engineering.

RECOMMENDATION:

Staff recommends approval of the professional services contract for service to PEC Engineering.

FISCAL NOTE:

The Wastewater Division's account #080-311-317-5275.01 for budget year 2015 allocated \$70,000 for outside engineering fees.

AGREEMENT
for
ENGINEERING SERVICES
between
CITY OF GARDEN CITY
and
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA
WICHITA, SEDGWICK COUNTY, KANSAS

This Agreement, made at Garden City, Kansas, this _____ day of _____, 2014, by and between the City of Garden City, hereinafter called the "OWNER", and Professional Engineering Consultants, P.A., Wichita, Sedgwick County, Kansas, hereinafter called the "ENGINEER".

WITNESSETH: That whereas the OWNER intends to study their existing wastewater treatment plant for nutrient removal capabilities, hereinafter called the PROJECT, and

WHEREAS it is the desire of both parties that the ENGINEER furnish engineering and technical services in conjunction with the PROJECT; the improvements being more specifically described as Wastewater Treatment Plant Nutrient Study and,

WHEREAS all of the aforesaid is located within the corporate limits of the City of Garden City, Finney County, Kansas, and

WHEREAS the OWNER is authorized by law to retain a consulting engineer to assist in the preparation of studies for the PROJECT, as well as such other tasks as may be requested by the OWNER;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth for the completion of the PROJECT, the parties hereto do mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES.

The Scope of Services to be performed by the ENGINEER shall be as set forth in EXHIBIT A as attached.

ARTICLE II. THE ENGINEER AGREES.

- A. To provide the various technical and professional services, equipment, material, and transportation to perform the tasks as outlined in the Scope of Services.
- B. To make available during regular office hours at his Wichita office all calculations, sketches, and drawings such as the OWNER may wish to examine periodically during performance of the Agreement.
- C. Where payment is based on other than a lump sum amount, to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such material available at ENGINEER'S office at reasonable times during the contract period and for three years from the date of final payment under the contract for inspection by the OWNER or OWNER'S authorized representatives.
- D. To comply with and/or to the following additional provisions with respect to his performance and obligation under this agreement:
 - 1. The ENGINEER shall observe the provisions of the Kansas Act Against Discrimination, the Kansas Age Discrimination in Employment Act and the applicable provisions of the American with Disabilities Act, and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin, or ancestry.

2. In all solicitations or advertisements for employees, the ENGINEER shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights.
-
- E. To accept compensation for the services herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in conjunction with the PROJECT.
 - F. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; except that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the OWNER or others, or for other unavoidable delays beyond the control of the ENGINEER.
 - G. To indemnify and hold harmless the OWNER, its employees and agents from and against claims, damages, losses, and expenses arising out of or resulting from the performance of the services of ENGINEER, but only to the extent such claims, damages, losses, or expenses are caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable. Unless otherwise stated herein, in the event such claims, damages, losses, or expenses are caused by the joint or concurrent negligence of the OWNER and ENGINEER and/or others, such liability shall be borne by each party in proportion to its own negligence.
 - H. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from negligent errors, omissions and acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement and for which the ENGINEER is legally liable. Such policy of insurance shall be in an amount not less than \$500,000 subject to deductible. In addition, a Worker's

Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The liability limit shall not be less than:

Worker's Compensation - Statutory
Employer's Liability - \$500,000.00 each accident
\$500,000.00 disease, each employee
\$500,000.00 disease, policy limit

Further, a commercial general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER's employees) or damage to property of the OWNER or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of ENGINEER services under this Agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage.

Satisfactory Certificates of Insurance shall be filed with the OWNER within fourteen (14) days of written request by the OWNER. The ENGINEER shall furnish the OWNER certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the Insurance Company before such policy is substantially changed or canceled.

- I. To deliver to the OWNER tracings of the completed plans, and copies of electronic data files as may be requested, and other pertinent drawings and documents for the PROJECT, all such documents to become the property of the OWNER, PROVIDED, however, that all documents designated to become property of the

OWNER shall be understood to be instruments of service in respect to this PROJECT and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER whether or not the PROJECT is completed. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited.

- J. To attend meetings with the OWNER and other local, state and federal agencies as necessitated by the PROJECT.
- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed and to advise the OWNER in writing of the person(s) so designated.
- L. The ENGINEER hereby certifies that:
 - 1. It has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above ENGINEER) to solicit or secure this Agreement.
 - 2. It has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
 - 3. It has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

ARTICLE III. THE OWNER AGREES.

- A. To furnish the ENGINEER any information currently available relative to existing and proposed improvements in the PROJECT area which may be pertinent to the PROJECT. Such information may include, soil borings and geotechnical reports

about subsurface conditions, hazardous conditions and/or history of site contamination, underground utilities, etc.

- B. To provide right of entry for the ENGINEER's personnel in performing field surveys and inspections.
- C. To promptly review all preliminary study reports, drawings, recommendations, contract documents and other data submitted by the ENGINEER and to advise the ENGINEER of any desired corrections, modifications or additions thereto.
- D. To pay the ENGINEER for its services in accordance with the requirements of this Agreement.

Payment will be credited first to any interest owed to ENGINEER and then to principal. If OWNER fails to make any payment due ENGINEER for services and expenses within 60 days after receipt of ENGINEER's invoice and funds are available for the PROJECT, then amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day.

ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against ENGINEER for any such suspension.

If OWNER contests an invoice, OWNER may withhold only that portion so contested, and must pay the undisputed portion.

If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on ENGINEER's services or compensation under this Agreement, then the ENGINEER may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be

applied. OWNER shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which ENGINEER is entitled under the terms of Exhibit B.

- E. To pay the ENGINEER for authorized additional work.

ARTICLE IV. PAYMENT PROVISIONS.

- A. Payment to the ENGINEER for performance of the specified services shall be on a Lump Sum of \$26,000.
- B. Services of the ENGINEER required in conjunction with the preparation of Environmental Assessments or Impact Statements, preparation for and conducting a Public Hearing, preparing for and presenting testimony on behalf of the OWNER in any legal actions resulting from the PROJECT, and other services expressly excluded in Article I; or services made necessary by virtue of a major change in the scope of the PROJECT shall be considered additional work.
- C. If additional work should be necessary by virtue of a major change in the scope of the proposed PROJECT, the ENGINEER will be given written notice by the OWNER along with a request for an estimate of the ENGINEER's fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

ARTICLE V. IT IS FURTHER MUTUALLY AGREED BY THE OWNER AND THE ENGINEER.

- A. That the right is reserved to the OWNER to terminate this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER's inability to proceed with the work, or because the services of the ENGINEER breach Article V, paragraph I;

PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the ENGINEER's actual costs plus a reasonable sum for profit.

- B. That the pertinent drawings and documents pertaining to the PROJECT shall become the property of the OWNER upon completion or termination of the ENGINEER's service in accordance with this Agreement. ENGINEER shall be permitted to reuse standard details, designs and specifications without further consent of OWNER.

OWNER shall indemnify ENGINEER from all claims, damages, or costs relating to reuse, completion or modification of such documents by OWNER, including allegations of ENGINEER's own negligence. ENGINEER's seal and name shall not be reproduced on such documents if reused by OWNER for any purpose. ENGINEER shall have no liability for documents which are incomplete due to a termination or suspension of services.

If 'deliverables' include electronic data and there is a conflict between the sealed hard copy drawings and the electronic files, the sealed drawings will govern.

Electronic drawings shall be delivered to the OWNER in the CADD file format, drafting standards and layering conventions used by the ENGINEER to produce the contract drawings.

Further, once delivered, the ENGINEER shall no longer be responsible for the contents of electronic files, their compatibility with the OWNER's CADD system or the length of life of a file. The OWNER will have an acceptance period of 45 days following delivery of electronic data within which to review and accept the files. During this period the ENGINEER will correct any deficiencies as a part of

this Agreement. 'Deficiency' shall not apply to the development of software of any kind as a corrective measure.

- C. That the services to be performed by the ENGINEER under the terms of this Agreement are personal and cannot be assigned, sublet or transferred by either party without prior written consent of the other party.
- D. That in the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the OWNER, provided, however, that the ENGINEER shall request such extensions in writing giving the reasons therefore.
- E. That neither party shall hold the other responsible for damages or for delays in performance caused by acts of God or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, unusual weather affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material for the services. Should such acts or circumstances occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services.
- F. That this Agreement and all contracts entered into under the provisions of the Agreement shall be binding upon the Parties hereto and their successors and assigns.
- G. That the rights and remedies of the OWNER and ENGINEER provided for under this Agreement are in addition to any other rights and remedies provided by law.

- H. That it is not intended by any of the provisions of any part of this Agreement to create the public or any contractor, subcontractor or surety a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- I. That services performed by the ENGINEER under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representations, expressed or implied, and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, certification or otherwise.
- J. Any action or claims arising out of or related to this Agreement or the PROJECT that is the subject of this Agreement shall be governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.
- K. That should the OWNER at any time be unable to appropriate sufficient funds for the work covered by this Agreement, for whatever reason, the ENGINEER shall reserve the right to cease work on the PROJECT until sufficient monies are available, without liability for delay.
- L. That authorization for any appropriate Extra Work under the terms of this Agreement shall be evidenced by the OWNER in writing. No extra work shall be compensated without written consent from the OWNER.

At the discretion of the OWNER, and in accordance with the terms of this Agreement, Extra Work will usually be of limited extent and may consist of, but is not necessarily limited to:

1. The introduction of new items of work beyond the stated scope of the Agreement.
 2. Redesign and/or detailing based on changes in law, or changes of concept after prior approval and authorization to proceed, and causing appreciable loss of work accomplished.
- M. That since the ENGINEER has no control over the cost of labor, material or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that the bids or the project construction costs will not vary from the cost estimates prepared by ENGINEER. If OWNER desires greater assurance of probable cost, it shall retain a separate cost consultant or contractor.

IN WITNESS THEREOF, the Parties hereto have affixed their hand and seals at Garden City, Kansas on the date first written above.

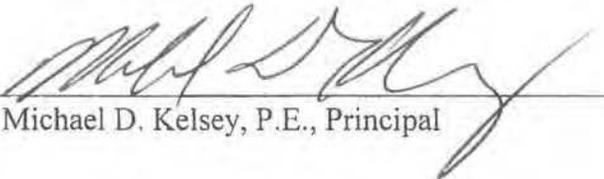
CITY OF GARDEN CITY, KANSAS

By: _____

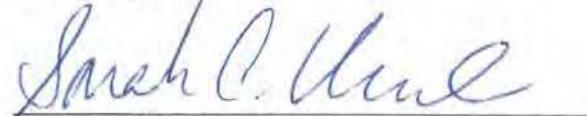
Title: _____

ATTEST

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  _____
Michael D. Kelsey, P.E., Principal

WITNESS



Sarah C. Unruh, P.E.

LIST OF EXHIBITS

EXHIBIT A - Scope of Services

SCOPE OF SERVICES

The ENGINEER agrees to furnish and perform the various engineering and technical services for the PROJECT in accordance with the following provisions and the requirements of the City of Garden City, Kansas.

A. SCOPE OF WORK

1. Task 1 – Project Kick-off Meeting

Objective: Coordinate and administer a kick-off meeting for the PROJECT to confirm the scope of work, discuss data and information needed for the PROJECT, and develop a schedule for completion of the work.

- a. Provide data request to City.
- b. Provide meeting minutes to all attendees.

2. Task 2 – Population and Flow Projections

Objective: To develop population and flow projections through the year 2040.

- a. Review historical population and wastewater treatment plant influent flow data to establish a per person average daily flow, and appropriate commercial/industrial unit flow values.
- b. Prepare population projections through the year 2040.
- c. Prepare projected future wastewater flows through the year 2040.

3. Task 3 – Wastewater Treatment Plant (WWTP) Evaluation

Objective: Perform an on-site review of the WWTP and meet with City staff to evaluate the current processes, equipment, and operations of the facility and discuss potential future flows and permit requirements.

- a. Consult with KDHE to confirm the anticipated discharge permit requirements for the next permit cycle.
- b. Conduct a walk-through visit at the WWTP to view the condition and functions of processes and equipment, discuss historical performance of

the WWTP, and discuss what the WWTP capabilities are for nutrient removal.

- c. Review the WWTP construction drawings to become familiar with the design criteria, basin sizes, and process flows.
- d. Assess the overall process flow and the individual unit processes in terms of current design guidelines, current wastewater loadings, and equipment age and performance.
- e. Review the construction drawings and historical energy use as indicated in power billings to evaluate possible savings in energy use.
- f. Evaluate process flows, equipment, and basin volumes to determine if additional capacity is needed in solids processing or storage.
- g. Assess potential process and operational adjustments for addressing future increases of wastewater and solids loading.
- h. Assess the existing treatment processes, volumes, and equipment for the ability to meet anticipated future discharge permit limits.

4. Task 4 – Treatment Process Modeling

Objective: Develop and evaluate models of the existing wastewater treatment processes and any identified alternatives using the BioWin modeling program.

- a. Develop a base model of the existing WWTP using available drawings, manuals, influent and effluent analysis, and process monitoring data.
- b. Analyze the model under existing and proposed future conditions to confirm effectiveness of recommended modifications or improvements.

5. Task 5 – Improvement Recommendations

Objective: To develop recommendations for process and/or equipment improvements, operational modifications, and WWTP upgrades needed to address future discharge permit requirements and potential increased flows and loadings.

- a. From the analysis of the WWTP conducted in Task 2, Engineer will identify recommended improvements to address future flows, loadings, and permit requirements.
- b. Prepare preliminary cost estimates for the identified improvements.

- c. Prepare a memo discussing the findings of the WWTP evaluation, outlining the recommended improvements, and presenting the estimated costs.

6. Task 6 – Report Preparation

Objective: Provide a draft report for review by City staff, and a final report for submission to the KDHE to fulfill the requirements of the permit Schedule of Compliance.

- a. Prepare and submit for review a draft report addressing facility improvements/repairs and operational adjustments to meet the project goals.
- b. Prepare detailed project estimates for capital improvements or equipment replacement for the City's use in planning for improvements.
- c. Review the draft report with City staff.
- d. Prepare a final report and submit to the City and the KDHE based on City review of draft report.
- e. Address any comments from the KDHE and make revised submittal to KDHE if required.
- f. Presentation of final report to City Commission.

B. TIME OF PERFORMANCE

The ENGINEER shall complete the Scope of Work Items on the PROJECT within 120 days following authorization by the OWNER to proceed; except that the ENGINEER shall not be responsible or held liable for delays occasioned by the action or inaction of the OWNER or other agencies.

C. EXCLUSIONS

The following tasks, or design elements, are specifically excluded from the Scope of Services intended herein:

- 1. Field survey work.
- 2. Preparation of design documents for any improvements.



**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

MEMORANDUM

TO : Governing Body
THRU: Matt Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE : March 6, 2015
RE : Sanitary Sewer Collections Master Plan

ISSUE:

Staff requests authorization to contract with PEC Engineering to perform a Sanitary Sewer Collections master Plan for the City of Garden City, in the amount of \$42,500.00. The contract and scope of services is attached for your review.

BACKGROUND:

The City intends to study the existing sanitary sewer collections system for wastewater flow conformation, and project future wastewater flow to be utilized for the planning of future growth of Garden City. This will determine potential growth areas and future infrastructure needs as it pertains to the collection system. The last study of this nature was completed in 2008 by Aqua Tech Consultants with an emphasis placed upon reviewing the unincorporated areas of Finney County.

ALTERNATIVES:

- 1) Authorize the Mayor to sign the contract with PEC Engineering.
- 2) Do not authorize the Mayor to sign the contract with PEC Engineering.

RECOMMENDATION:

Staff recommends approval of the professional services contract for service to PEC Engineering.

FISCAL NOTE:

The Wastewater Division's account #080-311-317-5275.01 for budget year 2015 allocated \$70,000 for outside engineering fees.

AGREEMENT
for
ENGINEERING SERVICES
between
CITY OF GARDEN CITY
and
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA
WICHITA, SEDGWICK COUNTY, KANSAS

This Agreement, made at Garden City, Kansas, this _____ day of _____, 2015, by and between the City of Garden City, hereinafter called the "OWNER", and Professional Engineering Consultants, P.A., Wichita, Sedgwick County, Kansas, hereinafter called the "ENGINEER".

WITNESSETH: That whereas the OWNER intends to study their existing sanitary sewer collection system and plan for future growth, hereinafter called the PROJECT, and

WHEREAS it is the desire of both parties that the ENGINEER furnish engineering and technical services in conjunction with the PROJECT; the improvements being more specifically described as 2015 Sanitary Sewer Collection System Master Plan and,

WHEREAS all of the aforesaid is located within the corporate limits of the City of Garden City, Finney County, Kansas, and

WHEREAS the OWNER is authorized by law to retain a consulting engineer to assist in the preparation of studies for the PROJECT, as well as such other tasks as may be requested by the OWNER;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth for the completion of the PROJECT, the parties hereto do mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES.

The Scope of Services to be performed by the ENGINEER shall be as set forth in EXHIBIT A as attached.

ARTICLE II. THE ENGINEER AGREES.

- A. To provide the various technical and professional services, equipment, material, and transportation to perform the tasks as outlined in the Scope of Services.
- B. To make available during regular office hours at his Wichita office all calculations, sketches, and drawings such as the OWNER may wish to examine periodically during performance of the Agreement.
- C. Where payment is based on other than a lump sum amount, to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such material available at ENGINEER'S office at reasonable times during the contract period and for three years from the date of final payment under the contract for inspection by the OWNER or OWNER'S authorized representatives.
- D. To comply with and/or to the following additional provisions with respect to his performance and obligation under this agreement:
 - 1. The ENGINEER shall observe the provisions of the Kansas Act Against Discrimination, the Kansas Age Discrimination in Employment Act and the applicable provisions of the American with Disabilities Act, and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin, or ancestry.
 - 2. In all solicitations or advertisements for employees, the ENGINEER shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights.

- E. To accept compensation for the services herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in conjunction with the PROJECT.
- F. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; except that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the OWNER or others, or for other unavoidable delays beyond the control of the ENGINEER.
- G. To indemnify and hold harmless the OWNER, its employees and agents from and against claims, damages, losses, and expenses arising out of or resulting from the performance of the services of ENGINEER, but only to the extent such claims, damages, losses, or expenses are caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable. Unless otherwise stated herein, in the event such claims, damages, losses, or expenses are caused by the joint or concurrent negligence of the OWNER and ENGINEER and/or others, such liability shall be borne by each party in proportion to its own negligence.
- H. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from negligent errors, omissions and acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement and for which the ENGINEER is legally liable. Such policy of insurance shall be in an amount not less than \$500,000 subject to deductible. In addition, a Worker's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the

provisions of the Worker's Compensation Law. The liability limit shall not be less than:

Worker's Compensation - Statutory

Employer's Liability - \$500,000.00 each accident

\$500,000.00 disease, each employee

\$500,000.00 disease, policy limit

Further, a commercial general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER's employees) or damage to property of the OWNER or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of ENGINEER services under this Agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage.

Satisfactory Certificates of Insurance shall be filed with the OWNER within fourteen (14) days of written request by the OWNER. The ENGINEER shall furnish the OWNER certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the Insurance Company before such policy is substantially changed or canceled.

- I. To deliver to the OWNER tracings of the completed plans, and copies of electronic data files as may be requested, and other pertinent drawings and documents for the PROJECT, all such documents to become the property of the OWNER, PROVIDED, however, that all documents designated to become property of the OWNER shall be understood to be instruments of service in respect to this PROJECT and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER whether or not

the PROJECT is completed. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited.

- J. To attend meetings with the OWNER and other local, state and federal agencies as necessitated by the PROJECT.
- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed and to advise the OWNER in writing of the person(s) so designated.
- L. The ENGINEER hereby certifies that:
 - 1. It has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above ENGINEER) to solicit or secure this Agreement.
 - 2. It has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
 - 3. It has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

ARTICLE III. THE OWNER AGREES.

- A. To furnish the ENGINEER any information currently available relative to existing and proposed improvements in the PROJECT area which may be pertinent to the PROJECT. Such information may include, soil borings and geotechnical reports about subsurface conditions, hazardous conditions and/or history of site contamination, underground utilities, etc.

- B. To provide right of entry for the ENGINEER's personnel in performing field surveys and inspections.
- C. To promptly review all preliminary study reports, drawings, recommendations, contract documents and other data submitted by the ENGINEER and to advise the ENGINEER of any desired corrections, modifications or additions thereto.
- D. To pay the ENGINEER for its services in accordance with the requirements of this Agreement.

Payment will be credited first to any interest owed to ENGINEER and then to principal. If OWNER fails to make any payment due ENGINEER for services and expenses within 60 days after receipt of ENGINEER's invoice and funds are available for the PROJECT, then amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day.

ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against ENGINEER for any such suspension.

If OWNER contests an invoice, OWNER may withhold only that portion so contested, and must pay the undisputed portion.

If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on ENGINEER's services or compensation under this Agreement, then the ENGINEER may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. OWNER shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which ENGINEER is entitled under the terms of Article IV.

- E. To pay the ENGINEER for authorized additional work.

ARTICLE IV. PAYMENT PROVISIONS.

- A. Payment to the ENGINEER for performance of the specified services shall be on a Lump Sum basis for the following amounts:

Sanitary Sewer Collection System Master Plan	\$42,500
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- B. Services of the ENGINEER required in conjunction with the preparation of Environmental Assessments or Impact Statements, preparation for and conducting a Public Hearing, preparing for and presenting testimony on behalf of the OWNER in any legal actions resulting from the PROJECT, and other services expressly excluded in Article I; or services made necessary by virtue of a major change in the scope of the PROJECT shall be considered additional work.

- C. If additional work should be necessary by virtue of a major change in the scope of the proposed PROJECT, the ENGINEER will be given written notice by the OWNER along with a request for an estimate of the ENGINEER's fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

ARTICLE V. IT IS FURTHER MUTUALLY AGREED BY THE OWNER AND THE ENGINEER.

- A. That the right is reserved to the OWNER to terminate this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER's inability to proceed with the work, or because the services of the ENGINEER breach Article V, paragraph I; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the

basis of the provisions of this Agreement, but in no case shall payment be more than the ENGINEER's actual costs plus a reasonable sum for profit.

- B. That the pertinent drawings and documents pertaining to the PROJECT shall become the property of the OWNER upon completion or termination of the ENGINEER's service in accordance with this Agreement. ENGINEER shall be permitted to reuse standard details, designs and specifications without further consent of OWNER.

OWNER shall indemnify ENGINEER from all claims, damages, or costs relating to reuse, completion or modification of such documents by OWNER, including allegations of ENGINEER's own negligence. ENGINEER's seal and name shall not be reproduced on such documents if reused by OWNER for any purpose. ENGINEER shall have no liability for documents which are incomplete due to a termination or suspension of services.

If 'deliverables' include electronic data and there is a conflict between the sealed hard copy drawings and the electronic files, the sealed drawings will govern.

Electronic drawings shall be delivered to the OWNER in the CADD file format, drafting standards and layering conventions used by the ENGINEER to produce the contract drawings.

Further, once delivered, the ENGINEER shall no longer be responsible for the contents of electronic files, their compatibility with the OWNER's CADD system or the length of life of a file. The OWNER will have an acceptance period of 45 days following delivery of electronic data within which to review and accept the files. During this period the ENGINEER will correct any deficiencies as a part of this Agreement. 'Deficiency' shall not apply to the development of software of any kind as a corrective measure.

- C. That the services to be performed by the ENGINEER under the terms of this Agreement are personal and cannot be assigned, sublet or transferred by either party without prior written consent of the other party.
- D. That in the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the OWNER, provided, however, that the ENGINEER shall request such extensions in writing giving the reasons therefore.
- E. That neither party shall hold the other responsible for damages or for delays in performance caused by acts of God or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, unusual weather affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material for the services. Should such acts or circumstances occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services.
- F. That this Agreement and all contracts entered into under the provisions of the Agreement shall be binding upon the Parties hereto and their successors and assigns.
- G. That the rights and remedies of the OWNER and ENGINEER provided for under this Agreement are in addition to any other rights and remedies provided by law.
- H. That it is not intended by any of the provisions of any part of this Agreement to create the public or any contractor, subcontractor or surety a third-party

beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

- I. That services performed by the ENGINEER under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representations, expressed or implied, and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, certification or otherwise.
- J. Any action or claims arising out of or related to this Agreement or the PROJECT that is the subject of this Agreement shall be governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.
- K. That should the OWNER at any time be unable to appropriate sufficient funds for the work covered by this Agreement, for whatever reason, the ENGINEER shall reserve the right to cease work on the PROJECT until sufficient monies are available, without liability for delay.
- L. That authorization for any appropriate Extra Work under the terms of this Agreement shall be evidenced by the OWNER in writing. No extra work shall be compensated without written consent from the OWNER.

At the discretion of the OWNER, and in accordance with the terms of this Agreement, Extra Work will usually be of limited extent and may consist of, but is not necessarily limited to:

- 1. The introduction of new items of work beyond the stated scope of the Agreement.

2. Redesign and/or detailing based on changes in law, or changes of concept after prior approval and authorization to proceed, and causing appreciable loss of work accomplished.

M. This Agreement is solely for the benefit of ENGINEER and OWNER. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of ENGINEER or OWNER in favor of such third parties.

IN WITNESS THEREOF, the Parties hereto have affixed their hand and seals at Garden City, Kansas on the date first written above.

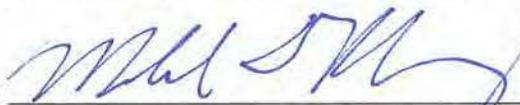
CITY OF GARDEN CITY, KANSAS

By: _____

Title: _____

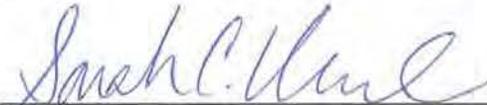
ATTEST

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  _____

Michael D. Kelsey, P.E., Principal

WITNESS

 _____

Sarah C. Unruh, P.E.

SCOPE OF SERVICES

The ENGINEER agrees to furnish and perform the various engineering and technical services for the PROJECT in accordance with the following provisions and the requirements of the City of Garden City, Kansas.

A. BASE SCOPE OF WORK ITEMS

1. Task 1 – Project Coordination
 - a. Conduct project kick-off meeting.
 - b. Conduct project progress meetings and workshops with City staff.
 - c. Prepare project progress reports.
2. Task 2 – Existing Wastewater Flow Confirmation and Projections
Flows will be estimated based on metered flow from water meters, counting meters/houses, run times on pump stations, and utilizing average and peak flows at the wastewater treatment plant to estimate flows within the collection system.
 - a. Review historical population and wastewater treatment plant influent flow data to establish a per person average daily flow, and appropriate commercial/industrial unit flow values.
 - b. Prepare population projections through the year 2040.
 - c. Prepare projected future wastewater flows through the year 2040.
3. Task 3 – Service Area Definition
 - a. Utilize collection system maps and USGS data to establish the existing service area and drainage basins.
 - b. Determine potential growth areas and projected future service areas.
 - c. Develop a base map that illustrates the existing service area and identifies the projected future service areas.
4. Task 4 – Evaluation of Existing Systems and Facilities
A review of any television inspection tapes will be performed. The first step of this process will be to determine if any additional television inspections of potential surcharging areas need to be performed.
 - a. Evaluate existing collection system including maintenance records, television inspection tapes, manhole inspections, and repair orders to determine any known areas of concern in the collection system.
 - b. Evaluate pump stations to review their overall condition including structures, pumps, controls and instrumentation, ventilation, emergency power, and site conditions.
 - c. Consult with City staff during evaluations.
5. Task 5 – Evaluation of Projected Service Areas
 - a. Determine main line extension needed to serve future service area.

- b. Establish needed pumping capacity and pressure conditions, if pump stations are determined to be needed.
6. Task 6 – Establish Recommended Improvements Program with Estimated Costs
 - a. Determine estimated costs for all recommended improvements.
 - b. Determine recommended improvements based on need, feasibility of construction, capital costs, and maintenance costs.
 - c. Prepare phased approach to the improvements.
 - d. Prepare memo outlining the recommended improvements and cost estimates and review with City staff to establish the final prioritized recommendations.
 7. Task 7 – Final Report
 - a. Preparation of final report to include a discussion of data collected and field observations, analysis of the existing and future service areas, recommended improvements, cost estimates, and potential impacts on existing sewer rates.
 - b. Presentation to City staff and/or the City Council.

B. TIME OF PERFORMANCE

The ENGINEER shall complete the Base Scope of Work Items on the PROJECT within 140 days following authorization by the OWNER to proceed; except that the ENGINEER shall not be responsible or held liable for delays occasioned by the action or inaction of the OWNER or other agencies.

Time of completion for the Optional Work Items will be agreed upon with the OWNER should these items be selected for inclusion in the PROJECT, and the total time for completion adjusted accordingly.

C. EXCLUSIONS

The following tasks, or design elements, are specifically excluded from the Scope of Services intended herein:

1. Field survey work.
2. Television inspection services.
3. Manhole inspections.
4. Design of any improvements.
5. Dynamic (computer) modeling and flow monitoring are not included in the Scope of Services, but can be provided under supplemental agreement if requested by the OWNER.

MEMORANDUM

TO: Governing Body
FROM: James R. Hawkins, Chief of Police
DATE: March 9, 2015
SUBJECT: Mobile Data Terminal purchase



Issue

It is time for scheduled replacement of mobile data terminals (MDT) due to age and expiration of warranty. Governing Body approval is required for purchases over \$30,000.

Background

The GCPD currently has thirty-one MDT in the patrol fleet. These MDT are purchased with a five-year warranty. Each year six of them are replaced in order to stay with a rotation system. One year out of five, seven machines are purchased to account for the odd number of MDT in the fleet. This is the year for the extra MDT.

Alternatives

Choose to not replace any MDT this year.

Replace fewer MDT; by doing this, the life of all MDT will be pushed an additional year and they will be operating out of warranty.

Replace the seven MDT requested

Recommendation

It is recommended that all seven MDT be purchased. The funding for this purchase is authorized in the 2015 budget.

Fiscal note

The cost to replace all seven MDT through Future Link is \$32,445.00

Respectfully submitted,

James R. Hawkins,
Chief of Police

Other Entities Minutes



**GARDEN CITY REGIONAL AIRPORT
ADVISORY BOARD MINUTES
FEBRUARY 12, 2015**

5:30 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT

Ed Fischer, Charlie Robinson, Ken Frey, Marlo Miller, Darin Germann, Max Meschberger, and Steve Ziegler.

MEMBERS ABSENT

None

STAFF PRESENT

Rachelle Powell and Miranda Benedict

ITEM 1 PUBLIC COMMENT

No public comment.

ITEM 2 APPROVAL OF JANUARY 8, 2015 MINUTES

Ed Fischer made a motion to approve the January 8, 2015 Airport Advisory Board minutes. Charlie Robinson seconded the motion. The motion passed unanimously.

ITEM 3 CROP LEASES

Crop land at the airport is open for public bid every five years. The current crop leases will expire on February 28, 2015. 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.

Bid Amount (Per Acre)

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

Staff requests Airport Advisory Board recommended approval of the crop lease agreements at the Garden City Regional Airport.

Charlie Robinson made a motion to recommend the approval crop lease agreements at the Garden City Regional Airport. Darin Germann seconded the motion. The motion passed unanimously.

ITEM 4 SCOTT AUCTION LEASE

Scott Auction currently rents 7.93 acres of land at the airport to host auctions. 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 was up for re-bid. A portion of land 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 rental amount would increase to \$2,000 annually. The rental amount breaks down to \$176.99 an acre, which is the highest per acre land rent at the airport.

Airport Advisory Board consideration and recommended approval of the Amendment to Lease Agreement between J. Kent Scott, d/b/a Scott Auction and the City of Garden City.

Ed Fischer made a motion to recommend the approval of the Amendment to the Lease Agreement between J. Kent Scott, d/b/a/ Scott Auction and the City of Garden City. Max Meschberger seconded the motion. The motion passed unanimously.

ITEM 5 DIRECTOR'S REPORT

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

ITEM 6 MONTHLY REPORTS

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

ITEM 7 BOARD MEMBER COMMENTS

- A. Ed Fischer – Enjoyed serving on the CIP board.
- B. Charlie Robinson – Encouraged the idea of adding an additional flight at the airport; also inquired about the Flight Deck restaurant.
- C. Ken Frey – Requested that prior permission be requested during the construction of taxiway F for air ambulances.
- D. Marlo Miller – Congratulated and welcomed new member, Steve Ziegler, to the board.
- E. Darin Germann – No Comment.

F. Max Meschberger – No Comment.

E. Steve Ziegler – No Comment.

ITEM 8 ADJOURNMENT

Charlie Robinson made a motion to adjourn. Darin Germann seconded the motion. The motion passed unanimously.

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

Members Present: Taylor Freburg, Kathy Diehl, Jimmy Deal, Evelyn Bowman
Members Absent: Debbie Reynolds, Jami Kilgore, Tammy Rieth
Others Present: Kristi Newland, Donna Wohler, Brian Nelson, Jordan Piha

- I. The meeting was called to order at 5:14
- II. Approval of Agenda –The agenda was approved.
- III. Approval of Minutes –The minutes from the February meeting were approved.
- IV. New Business
 - a. Zoo Monthly Report – Two young desert tortoises arrived at the zoo. A jaguar was euthanized due to severe arthritis and renal failure. Jordan has been working with AZA advisors to bring Przewalski’s horses and Pallas cats to the zoo, and is looking to get a black rhino hopefully later this year. Eggstravaganza will take place April 4. Plans are underway to revitalize the zoo’s existing bamboo and obtain new bamboo plants to eliminate the need to order cut bamboo for panda diets.
 - b. FOLRZ Report – Boo! at the Zoo was voted the Telegram Reader’s Choice Award for favorite community event in 2014. The Wild Things art exhibit at the Arts Center continues through March 28. Construction of a deck at the duck pond in memory of Betty Wilson is underway. An 80” TV screen that will be placed above the front of the Safari Shoppe will be received later this week.
 - c. Leave a Legacy Race – The Leave a Legacy Foundation submitted a request for their event which will take place October 3 and will be the same route as last year. They are again requesting the drive thru be closed until 10:30. The race finishes by the duckpond. They are planning to give a donation to the zoo as in years past. Evelyn moved to approve the request. The motion was seconded and passed.
- V. Old Business
 - a. Elephant Update – Consideration of the zoo’s elephant collection is tentatively scheduled to go before the City Commission on March 17th. They will receive the Zoo Advisory Board recommendation and letter from FOLRZ. Kristi went over elephant history, demographics, standards, and current elephant social analysis. She said the likelihood that we would receive a third elephant is very small. There are 4 elephants in AZA zoos that are older than Missy, and when she passes away, it would help Kimba to have elephant social relations already established. If Kimba has to relocate, it would benefit her to travel with Missy. The zoo is recommending that the City Commission approve the zoo soliciting other zoos to take over the care and custody of both of the elephants. Kristi then went over a timeline of possible progression of events. A Stakeholder Committee would be formed with a representative from the ZAB, FOLRZ board, staff and City Commission to review proposals if the City Commission decides to pursue that track. The board drafted a letter to the City Commission in support of the zoo’s efforts.
- VI. Board Member Reports –
- VII. The meeting was adjourned at 6:50 p.m.

Next scheduled Meeting is April 7, 2015 at 5:00 p.m.

CITY OF GARDEN CITY
Traffic Advisory Committee
Minutes of Meeting
Monday, March 2, 2015
5:30 p.m.

A. Call Meeting to Order: Keith Collins called the meeting to order at 5:30 p.m.

B. Members Present: Gary Bennett, Julie Christner, Keith Collins, Vicki Germann, and MPO Troy Davis

C. Members Absent: Gloria Allen

D. Others Present: CW Harper and Rodney Dozier (GCCC)

E. Approval of Minutes:

- Julie motioned to approve the August 25, 2014 Minutes
- Gary 2nd
- Motion passed

F. Summary of Current Projects:

- None

G. Old Business:

- None

H. New Business:

1. Request for Stop signs at the intersections of Fleming Street/Terminal Avenue and JC Street/Terminal Avenue.

- There are high uses of heavy vehicles excessing businesses in this area.
 - i. Concrete Plant
 - ii. City Solid Waste/Recycling Center
 - iii. Good Year Tire
 - iv. Pro Build Lumber
- Smaller business owners are concerned about the safety of their customers and employees at these intersections.

- Staff has identified possible sight distance issues involving both intersections.
- Attached drawing shows the location of the proposed Stop sign locations.
- Keith motioned to install Stop signs on Terminal Avenue at the intersection of Terminal and Fleming Street and Terminal and JC Street as per map.
- Julie 2nd.
- Motion passed.

2. Request for a pedestrian crosswalk at 1800 E. Spruce Street for GCCC Students.

- GCCC is requesting the installation of a pedestrian crosswalk with signage on Spruce Street to help identify the crossing point for the students living in the GCCC Apartments.
- This request would require the construction of one ADA Ramp on the south side of Spruce. Staff would recommend using the City's workforce for constructing the ramp, with GCCC reimbursing the City for the cost of the concrete.
- The proposed crosswalk will also provide a visual for motorists for an advance warning.
- Following the past guidelines of this Board, staff proposes the location identified in the attached drawing. It is not considered a mid-block crosswalk.
- Vicki motioned to install a crosswalk on the south side of E Spruce Street and GCCC Campus as per map. She also requests that an ADA ramp be installed by City's workforce with GCCC reimbursing the City for the cost of the concrete.
- Keith 2nd.
- Motion passed

3. Request for a pedestrian crosswalk at 800 N. Campus Drive for GCCC Students and Employees. This request also includes a push button activated warning sign system.

- GCCC is requesting the installation of a pedestrian crosswalk with signage on Campus Drive to help identify the crossing point for the students and employees in this area.
- GCCC has a number of activities in this area which increases pedestrian traffic needing to cross Campus Drive while creating visual for the motorist.
- The cost for the activated warning system is \$6,000. In the past, the City has required the entity making the request to half the cost. After the installation has been completed, the City assumes the responsibility of maintaining the system.

- This installation would also require two ADA Ramps and sidewalks be constructed by someone. Staff would recommend the City do the work using City workforces and GCCC reimburse the City for the cost of the concrete.
- Attached drawing shows the proposed location of the crosswalk, ramps and sidewalks.
- Keith motioned to deny this request and table this issue until GCCC provides more information about future plans for the area east of Campus Drive.
- Gary 2nd.
- Motion passed

4. Request for Dip signs at the intersection of Henderson Dr. and Labrador Blvd. intersection.

- Staff has received a request from a citizen to have Dip signs installed at the intersection of Henderson and Labrador. The citizen stated the following:
 - i. Twice since we have lived here we have had our cars get rear-ended when they were parked in the street on either side of our driveway, due to someone speeding through the dip and losing control of their vehicle.
 - ii. During Christmas vacation this year, someone sped east on Labrador, lost control at the dips, knocked a hole in their oil pan, and drove up into our front yard. The vehicle came to rest about 5 feet from the front corner of the house. They then drove over a large lava rock which was beside our driveway. They drug the lava rock onto the driveway, headed down the driveway into the street, and left significant oil spilled over our lawn and driveway. Needless to say, we did not catch them, but we did report it to the police.
- Staff requested from the Police Department all traffic accidents reports at this intersection or 1806 Labrador Blvd. There were none reported going back to 2009.
- Labrador Blvd. is identified as a through street by City Ordinance.
- Attached drawing shows the proposed location of the DIP signs.
- Keith motioned to install Dip signs on Labrador Blvd as per map.
- Vicki 2nd.
- Motion passed

I. Committee Member Observations:

1. Keith Collins - Chairperson:
2. Julie Christner – Vice-Chairperson: Julie would like to have the City work up a cost for Campus walkway
3. Gloria Allen:
4. Garry Bennett
5. Vicki Germann: Jennie Barker and Schulman does not say “4-Way Stop”
6. MPO Troy Davis: Police Academy starts March 28, 2015 if anyone is interested. He also has information on Jake Brakes

J. Adjourn Meeting

- Keith motioned to adjourn meeting
- Vicki 2nd
- Motion passed
- Meeting adjourned at 6:15 p.m.