

**AGENDA**  
**CITY COMMISSION MEETING**  
**Tuesday, May 19, 2015**  
**1:00 P.M.**

**I. Governing Body will meet at 12:30 p.m. in the Commission Chambers to take a group picture.**

**II. REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**

**III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**

**IV. APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**

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

**VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**

A. Governing Body consideration and approval to allow the Mayor to proclaim May 10-16, 2015 as National Police Week.

B. The Friends of Lee Richardson Zoo has presented their calendar of fundraising events for Lee Richardson Zoo for 2015 and have provided memos regarding special requests to accommodate these events for Governing Body consideration and approval. Proceeds from these events directly benefit zoo improvements and provide unique events for community and regional involvement and tourism. The following requests require Governing Body approval:

1. Hullabaloo at the Zoo - closure of the Zoo at 4:00 p.m., permission to sell beer and other cereal malt beverages under a temporary CMB license and authorization to charge an admission fee on July 11, 2015.
3. A Wild Affair - closure of the Zoo all day, permission to sell alcohol in the form of wine and beer and authorization to charge an admission fee on September 12, 2015
4. Boo! At The Zoo - closure of the Zoo and authorization to charge an admission fee on October 17, 2015

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

A. The City received the annual grant in the amount of \$95,000 for the Park and Zoo Departments from the Finnup Foundation Trust including \$10,000 for future land acquisitions. Thank You, Finnup Foundation Trust!

B. Aquatics Director Colborn, Garden City Recreation Commission has provided a memorandum on the progress of the emergency repairs at 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 Community Development Director Kentner the building and code enforcement reports, from Finance Director Hitz the monthly financials, from Fire Chief Shelton the monthly activity report, from Public Works Director a project report and from Zoo Director Newland the monthly activity report.

D. Meetings of note:

- ✓ May 15, 2015 – May 24, 2015 - Beef Empire Day's Ottaway Amusements Carnival
- ✓ May 20, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ May 21, 2015 – Garden City Area Chamber of Commerce Legislative Coffee at St. Catherine Hospital – Classroom B from 6:00 p.m. – 7:30 p.m.
- ✓ June 6, 2015 – Beef Empire Day's Children's Parade at Stevens Park at 10:00 a.m.
- ✓ June 14, 2015 – Beef Empire Day's Golf Scramble at Buffalo Dunes Golf Course at 8:00 a.m.
- ✓ June 13, 2015 – Beef Empire Day's Chuck Wagon Breakfast at Stevens Park at 6:30 am - 9:30 a.m.
- ✓ June 13, 2015 – Beef Empire Day's Parade on Main Street starting at 10:30 a.m.
- ✓ June 13, 2015 – Beef Empire Day's Chuck Wagons in the Park at Stevens Park at 11:30 a.m.
- ✓ June 15 -19, 2015 – American Junior Golf Association tournament at Buffalo Dunes Golf Course
- ✓ June 17, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ June 19, 2015 – Garden City Area Chamber of Commerce Annual Golf tournament at The Golf Club at Southwind at 11:30 a.m.
- ✓ August 29, 2015 – Garden City Area Chamber of Commerce 10<sup>th</sup> Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.

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

A. Appropriation Ordinance No. 2388-2015A.

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

A. Resolution No. \_\_\_\_\_-2015, a resolution encouraging efforts to maintain the Southwest Chief Passenger Service through the State of Colorado and pledge financial participation in the LaJunta, Colorado TIGER VII Grant application match (financial participation).

B. Resolution No. \_\_\_\_\_-2015, a resolution authorizing the City of Garden City, Kansas to enter into a municipal lease/purchase agreement (Lease No. 5000127-006) for Police Department Equipment with Clayton Holdings, LLC (amendment).

C. Resolution No. \_\_\_\_\_-2015, a resolution authorizing the City of Garden City, Kansas to enter into a municipal lease/purchase agreement (Lease No. 5000127-007) for Police and Fire Department equipment with Clayton Holdings, LLC (amendment).

**X. OLD BUSINESS.**

- A. The Governing Body is asked to concur with the Kansas Avenue widening project selection committee recommendation for a consulting engineering firm to provide construction engineering (inspection) and right-of-way acquisition services.
- B. 2:00 p.m. - Consideration of granting a franchise agreement to the Wheatland Electric Cooperative to provide electrical services to recently annexed City Property.

**XI. NEW BUSINESS.**

- A. Governing Body consideration of the discharge 2015 fireworks discharge in the city limits.
- B. Governing Body acceptance of the low bid from Smoky Hill, LLC in the amount of \$1,453,572.90, subject to FAA concurrence and full grant approval.
  - 1. Governing Body authorization for the City Manager to execute the FAA Grant Application.
  - 2. Governing Body authorization of the Mayor and City Clerk to execute the contracts when received from the contractor.
- C. Finance Director Hitz will be present to discuss the following items:
  - 1. Review of Enterprise & Support Funds – Golf Course (#70), Golf Course Building (#71), Solid Waste (#75) and Drainage Utility (#79).
- D. Advisory Board Recommendations:
  - 1. Cultural Relations Board – 1 appointment
- E. **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. Staff and Gibson, Mancini, Carmichael and Nelson, PA, (GMCN) have negotiated a contract for design services for the Central Fire Station for Governing Body consideration and approval.
  - 2. Governing Body consideration and approval of a 2015 Vegetation Mowing application from Katina M. Eichhorn and Edwin T. Pahls.
  - 3. Licenses:

**(2015 New)**

- a) McGilton Construction Co., Inc. .... Class A General
- b) Shambaugh & Son, L.P. .... Class A General
- c) Key Construction, Inc ..... Class A General
- d) Lynn Barrow ..... Class A General

- e) CW Heating ..... Class D-M Mechanical
- f) TriMark, Inc.....Class D-1 Sign Installation

**(Renewal)**

- g) Celeste Installations & Repair, LLC ..... Class D-E Electrical

**XII. CITY COMMISSION REPORTS.**

A. Commissioner Law

B. Commissioner Cessna

C. Commissioner Dale

D. Mayor Doll

E. Commissioner Fankhauser

**XIII. ADJOURN.**

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

City of Garden City

May 5, 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, May 5, 2015 with all members present except Commissioner Fankhauser. Commissioner Doll opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Commissioner Cessna moved to approve a request from Ms. Deann Gillen, Executive Director, Beef Empire Days to waive the daily fee and the deposit for the carnival (May 15 – May 24, 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	Absent	Yea

The Governing Body recognized and congratulated the graduates of the 2015 Garden City Citizens Academy class.

Anthony Cruz	Ruth Dunlap	Maggie Gilmore
Terri Gonzales	Blair Hollingsworth	Johnny Janda
Grace Juarez	Stephanie Juarez	Trevor Martin
Hailee Near	Chelsea Perez	Trudy Tanner

Grace Bible Church requested annexation of their property at 2595 Jennie Barker Road and service by all City utilities. Commissioner Law moved to approve an annexation agreement with Grace Bible and authorized connection to City water. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

Public Works Director Curran provided an update on the 2015 Community Spring Cleanup.

The City received correspondence from Cox Communication regarding channel line-up changes.

Fire Chief Shelton addressed the Governing Body regarding the dates of discharge of fireworks in the city limits and will be attending the Finney County Commission meeting to discuss fireworks for 2015.

City Attorney Grisell reviewed the attached State Attorney General Opinion regarding use of private email by State employees and provided his counsel concerning use of private email by City of Garden City elected officials and staff in light of the Kansas Open Meetings Act and Kansas Open Records Act.

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

Meetings of note:

- ✓ May 8, 2015 – 2<sup>nd</sup> Annual Downtown Vision Golf Tournament at The Golf Club at Southwind
- ✓ May 15, 2015 – Peace Officer’s Memorial Day Ceremony at 10:00 a.m. in front of the Law Enforcement Center, 304 N. Ninth Street
- ✓ May 20, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ June 17, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.

Appropriation Ordinance No. 2387-2015A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,577,579.68,” was read and considered section by section. Commissioner Law moved to approve and pass Appropriation Ordinance No. 2387-2015A. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

Ordinance No. 2696-2015, “AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; ADOPTING NEW ZONING REGULATIONS TO REGULATE PERMITTED USES IN THE CENTRAL BUSINESS DISTRICT (permitting funeral homes in the C-3 District)” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2696-2015. 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	Absent	Yea

Governing Body consideration of moving forward with the investment grade audit results that include street lighting retrofits and other energy savings facility improvement measures to City facilities by Siemens Industry, Inc.

Resolution No. 2630-2015, “A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TAX-EXEMPT LEASE PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMING OTHER

MATTERS IN CONNECTION THEREWITH,” was read and considered section by section. Commissioner Cessna moved to approve Resolution No. 2630-2015. 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	Absent	Yea

Resolution No. 2631-2015, “A RESOLUTION AUTHORIZING THE REMOVAL OF MOTOR VEHICLE NUISNANCES 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 (2104 N. 3<sup>rd</sup> Street – blue Cadillac, red Jeep and green Chevy mini-van, 2005 N. Main Street – beige Jamboree motorhome and 201 E. Emerson Street – beige & grey motorhome),” was read and considered section by section. Commissioner Doll moved to approve Resolution No. 2631-2015. 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	Absent	Yea

The City, Federal Railroad Administration, Kansas Department of Transportation and the BNSF Railway Company are working on the necessary documents related to the TIGER VI grant for the Southwest Chief Route Improvement Project.

Commissioner Cessna moved to approve an agreement between the City and KDOT for project administration subject to any changes made by City Attorney. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

Commissioner Cessna moved to approve the architectural design firm for the Central Fire Station Addition and Remodel. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

Finance Director Hitz reviewed the Enterprise & Support Funds – Electrical Capital Reserve (#67), Electric Utility (#68), Utility Deposit (#69), Water & Wastewater Utility (#80), Wastewater Repair & Replacement (#81) and Water Maintenance Reserve (#82).

Commissioner Law moved to approve the following:

1. Governing Body consideration and approval of a real estate agreement between the City of Garden City, Kansas and Duane E. West for the property located at 418-422 N. Main Street.
2. Governing Body consideration and approval of a 2015 Vegetation Mowing application from Richard D. Martin
3. KDOT has provided Agreement No. 82-15 to the City for the FY2015 Federal Fund Exchange program, which is for reconstruction of portions of Buffalo Jones Avenue and Walnut Streets.
4. Quit Claim Deed form heir of Mrs. Mary Peitz (Hobart G. Emberton) transferring Spaces 1 and 2, Lot 18, Zone F of Valley View Cemetery to Ronnie K. or Betty A. Waltz.

5. Licenses:

**(2015 New)**

- a) Sperry Construction.....Class A General
- b) Adeos Construction ..... Class B General
- c) J&R Construction ..... Class B General
- d) Thatcher Developments..... Class C General
- e) Stray Voltage, LLC ..... Class D-E Electrical
- f) Robin Plumbing, LLC ..... Class D-P Plumbing w/ Gas

**(2015 Renewal)**

- g) Freedom Electric ..... Class D-E Electrical
- h) Cartmill Enterprises..... Class E-SOC Specialized Other
- i) Richard's Lawn & Tree Service ..... Class E-SOC Specialized Other

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

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

\_\_\_\_\_  
Janet A. Doll, Mayor

ATTEST:

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Celyn N. Hurtado, City Clerk

### **City Commission Reports**

Commissioner Fankhauser was absent.

Commissioner Law stated he received a call from a citizen in regard to the grounds at the Cemetery and he believes they had some irrigation issues and are currently addressing the issues.

Commissioner Cessna congratulated the Citizens Academy graduates and encourages all citizens to take part in the academy. Commissioner Cessna noted that he thought items during Spring Cleanup seemed low. Commissioner Cessna stated he was happy to see the TIGER Grant moving forward.

Commissioner Dale congratulated the Citizens Academy graduates and encouraged all to attend the Citizens Academy and the CIP meetings. Commissioner Dale thanked God for the recent rainfall.

Mayor Doll congratulated the Citizens Academy graduates and hopes it inspires people to get involved with their communities. Mayor Doll thanked the Planning and Community Development Department for the pre-meeting topic on the Community Housing Assessment Team and stated it will be a useful tool.

# Petitions

## PROCLAMATION

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Garden City Police Department; and

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries; and

WHEREAS, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half staff; and

NOW, THEREFORE, I, Janet A. Doll, Mayor of the City of Garden City, Kansas do hereby declare May 10-16, 2015 as

### **National Police Week**

and publicly salutes the service of law enforcement officers in our community and in communities across the nation. We further appreciate the service of our Garden City Police Officers, Finney County Sheriff Deputies, Dispatchers, The Finney County EMS, and The Garden City Fire Department and others who do their part to help our citizens. Thank you for your dedication to our communities.

Signed and sealed this 15th day of May, 2015.

\_\_\_\_\_  
Janet A. Doll, Mayor

Attest:

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



# 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

**May 13, 2015**

Today's Date

**Global Bazaar & Ten Thousand Villages Festival**

Name of Event (if applicable)

**Saturday, June 27, 2015**

Date of Event

**LRZ Wild Asia parking lot**

Location of Event

**8:00 a.m. - 5:00 p.m.**

Start and End Time of Event

**fundraising**

Purpose of the Event

**Brian Nelson**

**PO Box 1638, GC**

**620-276-6243**

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	barricades to block off Wild Asia parking lot	Steven's Park Bandshell	n/a	Noise Waiver**	n/a
Extra Trash Receptacles	n/a	Restrooms (Park Shelter Keys)	n/a	Electricity Access	yes
Additional Request/Remarks	n/a				

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 of groups for special events or activities.

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

**Request on file**

**May 13, 2015**

Signature

Date

For office use only		GC Downtown Vision	n/a
Police		Electric	
Fire		Public Works	
Inspection	n/a	Parks/Grounds	n/a
City Manager/Commission		Application Received by	Raelene Stoecklein 5/13/15



## MEMORANDUM

May 1, 2015

**To:** Governing Body, City Manager

**From:** Brian Nelson, Friends of Lee Richardson Zoo executive director

**Ref:** Global Bazaar Event

**Issue:** Requests for a Global Bazaar fundraising event June 27, 2015.

**Background:** The third annual Global Bazaar & Ten Thousand Villages Festival event is scheduled for 8 a.m. June 27, 2015. The event will be a vendor-style setup around the Wild Asia parking lot in the Zoo. We are in the process of securing sponsors to cover the costs involved in holding the event. The event will take place from approximately 8 a.m. – 5 p.m. We request permission to coordinate with the Electric and Zoo departments for logistics and to arrange for electrical needs to food vendor booths.

**Options:** The Commission may grant or deny any of the above requests including:

- Electrical needs to be coordinated with the Electrical Department.
- Barricades to block off Wild Asia parking lot to be coordinated with Street Department.

**Recommendations:** The Zoo director and FOLRZ director recommends granting of all requests as proceeds from this event will benefit fundraising efforts for zoo improvements.

**Fiscal Notes:** All known expenses for the event, advertising, etc., are being covered by our sponsors, so the only expected expense to the zoo department will be staff time for preparation and clean up.



# Special Event Request

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 PO Box 998  
 Garden City, KS 67846  
 620-276-1130

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

**May 13, 2015**

Today's Date

**Hullabaloo at the Zoo (formerly known at Blues at the Zoo)**

Name of Event (if applicable)

**Saturday, July 11, 2015**

Date of Event

**LRZ west green**

Location of Event

**6:00 p.m. - 9:30 p.m.**

Start and End Time of Event

**proceeds benefit FOLRZ**

Purpose of the Event

**Brian Nelson**

Applicant Name (please print)

**PO Box 1638, GC**

Address

**620-276-6243**

Phone

Additional Contact Names & Phone Numbers

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

Street Closure and/or Barricades	n/a	Steven's Park Bandshell	n/a	Noise Waiver**	yes
Extra Trash Receptacles	n/a	Restrooms (Park Shelter Keys)	n/a	Electricity Access	yes
Additional Request/Remarks	closure of LRZ at 4:00 p.m.-6:00 p.m., admission fee, enter through SW gate, temporary CMB license, security needs w/ GCPD				

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.

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RESOLUTION NO. 2435-2011

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

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

**Request on file**

Signature

**May 13, 2015**

Date

For office use only		GC Downtown Vision	n/a
Police		Electric	
Fire		Public Works	n/a
Inspection	n/a	Parks/Grounds	n/a
City Manager/Commission		Application Received by	Raelene Stoecklein 5/13/15



## MEMORANDUM

May 1, 2015

**To:** Governing Body, City Manager

**From:** Brian Nelson, Friends of Lee Richardson Zoo Executive Director

**Ref:** “Hullabaloo at the Zoo” Event

**Issue:** Requests for “Hullabaloo at the Zoo” concert on July 11, 2015

**Background:** Formerly known as “Blues at the Zoo,” the fifth annual concert-style event is scheduled Saturday July 11 at 6 p.m. Proceeds benefit FOLRZ. We are in the process of securing sponsors to cover the costs involved in holding the event. “Hullabaloo at the Zoo” will take place on the zoo’s west green from approximately 6 – 9:30 p.m. We request permission to close the zoo at 4 p.m. on Saturday July 11, and reopen at 6 p.m. for concert attendees. Admission to the event will be through the Southwest Gate of the zoo. We would like to request permission to sell beer and other cereal malt beverages under a temporary CMB license issued to FOLRZ for the event. Zoo and FOLRZ staff and volunteers will sell beer and other cereal malt beverages to guests 21 and older showing proper identification between 6 – 9 p.m. We would also request permission to coordinate electrical needs with the Electrical Department and security needs with GCPD for occasional bicycle patrols for security at the event.

**Options:** The Commission may grant or deny any of the above requests including:

- Early zoo closure
- Admission fee
- Temporary CMB license for FOLRZ
- Electrical needs to be coordinated with the Electrical Department
- Security needs to be coordinated with the GCPD

**Recommendations:** The Zoo director and FOLRZ director recommends granting of all requests as proceeds from this event will benefit fundraising efforts for zoo improvements.

**Fiscal Notes:** All known expenses for the concert, advertising, etc., are being covered by our sponsors, so the only expected expense to the zoo department will be staff overtime to have sufficient personnel on hand for safety considerations.



# Special Event Request

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 Garden City, KS 67846  
 620-276-1130

- Other
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- Sports Event\*
- Haunted House\*
- Parade\*\*
- \*License Required
- \*\*Parade Application Required

May 13, 2015

Today's Date

A Wild Affair

Name of Event (if applicable)

Saturday, September 12, 2015

Date of Event

LRZ-Wild Asia and Cat Canyon exhibits

Location of Event

6:00 p.m. - 10:00 p.m.

Start and End Time of Event

proceeds benefit FOLRZ

Purpose of the Event

Brian Nelson

PO Box 1638, GC

620-276-6243

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	n/a	Steven's Park Bandshell	n/a	Noise Waiver**	yes
Extra Trash Receptacles	n/a	Restrooms (Park Shelter Keys)	n/a	Electricity Access	yes
Additional Request/Remarks	closure of LRZ until 6:00 p.m., admission fee, enter through Finnup Center, serve alcohol (wine/beer)				

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.

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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

May 13, 2015

Signature

Date

For office use only		GC Downtown Vision	n/a
Police		Electric	
Fire		Public Works	n/a
Inspection	n/a	Parks/Grounds	n/a
City Manager/Commission		Application Received by	Raelene Stoecklein 5/13/15



## MEMORANDUM

May 1, 2015

**To:** Governing Body, City Manager

**From:** Brian Nelson, Friends of Lee Richardson Zoo executive director

**Ref:** “A Wild Affair” Event

**Issue:** Requests for “A Wild Affair” fundraising event September 12, 2015

**Background:** The tenth annual “A Wild Affair” is scheduled 6 p.m. September 12, 2015. The event features live music, live and silent auctions, chilled beer and wine served while local restaurants and caterers provide a delicious “taste of Southwest Kansas.” Guests must be 21 to enter. Proceeds benefit FOLRZ and the event proves to be our largest fundraiser of the year. We are in the process of securing sponsors to cover the costs involved in holding the event. The event will take place in and around the zoo’s Wild Asia and Cat Canyon exhibits from approximately 6 – 10 p.m. We request permission to close the zoo all day September 12, and reopen at 6 p.m. for event attendees. Admission to the event will be through the Finnup Center for Conservation Education. We would like to request permission to serve alcohol in the form of wine and beer to ticket holders 21 and older showing proper identification between 6 – 10 p.m.

**Options:** The Commission may grant or deny any of the above requests including:

- Zoo closure
- Admission fee
- Allowance to serve alcohol
- Electrical needs to be coordinated with the Electrical Department.

**Recommendations:** The Zoo director and FOLRZ director recommends granting of all requests as proceeds from this event will benefit fundraising efforts for zoo improvements.

**Fiscal Notes:** All known expenses for the event, advertising, etc., are being covered by our sponsors, so the only expected expense to the zoo department will be preparation time and staff overtime to have sufficient personnel on hand for safety considerations.



# 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

**May 13, 2015**

Today's Date

**Boo at the Zoo**

Name of Event (if applicable)

**Saturday, October 17, 2015**

Date of Event

**LRZ**

Location of Event

**4:00 p.m. - 9:00 p.m.**

Start and End Time of Event

**Fun and safe trick-or-treat for kids, proceeds benefits FOLRZ**

Purpose of the Event

**Brian Nelson**

**PO Box 1638, GC**

**620-276-6243**

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	barricades to block off Finnup Dr. from 6th ST to 4th ST	Steven's Park Bandshell	n/a	Noise Waiver**	n/a
Extra Trash Receptacles	n/a	Restrooms (Park Shelter Keys)	n/a	Electricity Access	yes
Additional Request/Remarks	closure of LRZ till 4 p.m., admission fee, enter through Ben Grimsley Arches				

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

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

RESOLUTION NO. 2435-2011

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

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

**Request on file**

Signature

**May 13, 2015**

Date

For office use only		GC Downtown Vision	n/a
Police		Electric	
Fire		Public Works	
Inspection	n/a	Parks/Grounds	n/a
City Manager/Commission		Application Received by	Raelene Stoecklein



## MEMORANDUM

May 1, 2015

**To:** Governing Body, City Manager

**From:** Brian Nelson, Friends of Lee Richardson Zoo executive director

**Ref:** “Boo! At The Zoo” Event

**Issue:** Requests for “Boo! At The Zoo” fundraising event October 17, 2015.

**Background:** The 21st annual “Boo! At The Zoo” is scheduled for 4 p.m. October 17, 2015. The event offers local children a fun and safe trick-or-treat experience, while also supporting Zoo improvements. “Boo! At The Zoo” has become a family tradition in Garden City and draws an average of 5,000 people annually in a single night. Proceeds benefits FOLRZ. We are in the process of securing sponsors to cover the costs involved in holding the event. The event will take place in and around the zoo from approximately 4 – 9 p.m. We request permission to close the zoo for preparation all day October 17, and reopen at 4 p.m. for event attendees. Admission to the event will be through the Ben Grimsley Arches of the zoo.

**Options:** The Commission may grant or deny any of the above requests including:

- Zoo closure
- Admission fee
- Street barricades to block off Finnup Drive from Sixth Street to Fourth Street, to be coordinated with the Street Department.
- Electrical needs to be coordinated with the Electrical Department.

**Recommendations:** The Zoo director and FOLRZ director recommends granting of all requests as proceeds from this event will benefit fundraising efforts for zoo improvements.

**Fiscal Notes:** All known expenses for the event, advertising, etc., are being covered by our sponsors, so the only expected expense to the zoo department will be minimal staff overtime to have sufficient personnel on hand for safety considerations and cleanup.

# Report of the City Manager

Frederick Finnup (1840-1914)  
George W. Finnup (1866-1937)  
Isabel M. Finnup (1907-1978)  
Frederick Finnup (1903-1988)

Successor to  
The Finnup Land Company  
Established In 1879

# Finnup Foundation Trust

119 N. Main St.  
Garden City, Kansas 67846  
620-276-3032  
Fax: 620-276-2619  
finnup@finnupfoundation.org

April 30<sup>th</sup>, 2015

Matt Allen  
City of Garden City  
P.O. Box 998  
Garden City, KS 67846

Dear Matt,

The Trustees of the Finnup Foundation met recently for the Annual Meeting. We are pleased to award a grant for **\$95,000** for this year's request. The grant is for the City of Garden City Park Department, as out lined below:

Finnup Park and Finnup Scout Park	\$42,500
Lee Richardson Zoo	\$42,500
Future Land Acquisition Fund	<u>\$10,000</u>
	\$95,000

Enclosed is a check for **\$95,000**.

We appreciate all the improvements that have been made to enhance and beautify Finnup Park, Finnup Scout Park and Lee Richardson Zoo in Finnup Park.

Sincerely,

  
Caverly Hart  
Finnup Foundation



# Garden City Recreation

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310 N. 6<sup>th</sup> Street Garden City, Kansas 67846 Phone: 620-276-1200 Fax: 620-276-1203 Email: [www.gcrc.com](http://www.gcrc.com)

**To:** Mayor, City Commissioners, and GCRC Board of Directors  
**From:** Monica Colborn, Aquatics Director  
**Date:** May 14, 2015  
**Re:** Progress of Big Pool

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Work continues on the Big Pool in preparation for opening day. The GCRC maintenance and aquatics staff has been working tirelessly, through rain or shine, since construction was completed in late April.

During typical season preparations, it takes a little over a month to complete all the tasks required to open the pool for the season. Due to the massive construction project that occurred this spring, our season prep "To Do" list doubled in size. It has been quite a challenge cleaning up where construction crews drove their equipment on the bottom of the pool. We are struggling even with the most high powered pressure washers to remove the tire marks and oil stains left behind.

Algae growth has been an issue for many years at the Big Pool. In an effort to remove the algae, GCRC rented a dry ice blaster. Dry Ice Blasting is a process used to remove material from surfaces with minimal cleanup. Whether it was due to the equipment not living up to its promise, or the fact that the algae has been on the walls and gutters for years and years, the ice blasting process did not remove the algae as we hoped. In turn, we had to resort to power washing every inch of the Big Pool. We have rented power washers, and have had three running every day for the past two weeks...even during the days of dark clouds, cold wind and down pouring rain.

After the existing joint sealant was removed in the Shallow Pool and replaced, our next step was to paint the walls and floor. Paint was priced at \$13,300. In order for the manufacturer to warranty the paint, it would need six days to cure without any moisture. The weather forecast was monitored for 2 weeks, and unfortunately never provided six moisture free days. The extended forecast is not providing six moisture free days either. We feel it would be fiscally irresponsible to spend \$13,300 on paint that would not be warranted, and would likely chip and flake and need repainted at the end of the summer.

While the rain is most welcome, it has taken a toll on our efforts to paint. With the addition of the new west wall and excavation points on the east wall, we have had to paint new lines on the deck as well as the ledge where the pool depth changes. We were not able to exactly match the blue from previous years, so we chose to use a slightly darker shade, and repaint all areas that are painted blue. It has made quite a difference, and has given the pool a cosmetic facelift of sorts.

In years past, the pool has been filled by the second week of May, allowing time for the water to be chemically treated and circulate. Lifeguard staff began in-servicing the week prior to opening day. Due to the construction project, we are not able to fill the pool and allow the appropriate time needed to properly train our staff. It would be reckless and negligent on our part to put young adults in a position

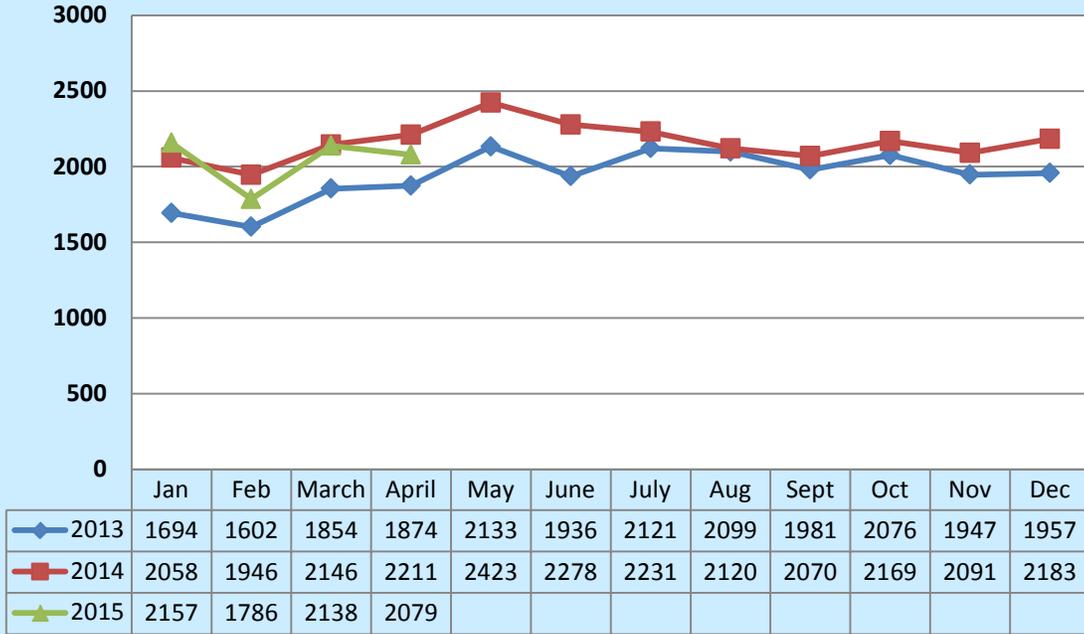
that requires them to be responsible for our patron's lives without providing them ample time to acclimate to the facility and become proficient in emergency procedures.

By pushing the opening date of the Big Pool to Saturday, May 30<sup>th</sup>, it will allow us to properly complete the cleaning process and remove as much algae and dirt as possible before filling the pool. It will allow us the necessary time to calibrate chemical feeders and pumps and make adjustments as needed with the addition of the new recirculation lines. And with over half of our lifeguard staff being first year guards, it will allow us time to in-service our staff.

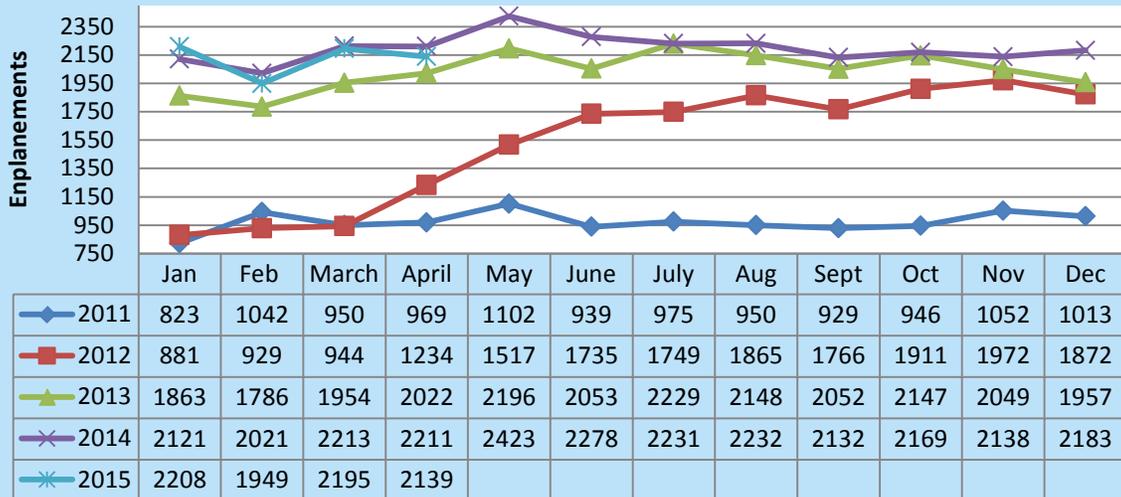
# Staff Reports

**GARDEN CITY REGIONAL AIRPORT  
MONTHLY REPORTS**

**Airline Enplanement Comparison**



**Airline and Charter Enplanement Data**

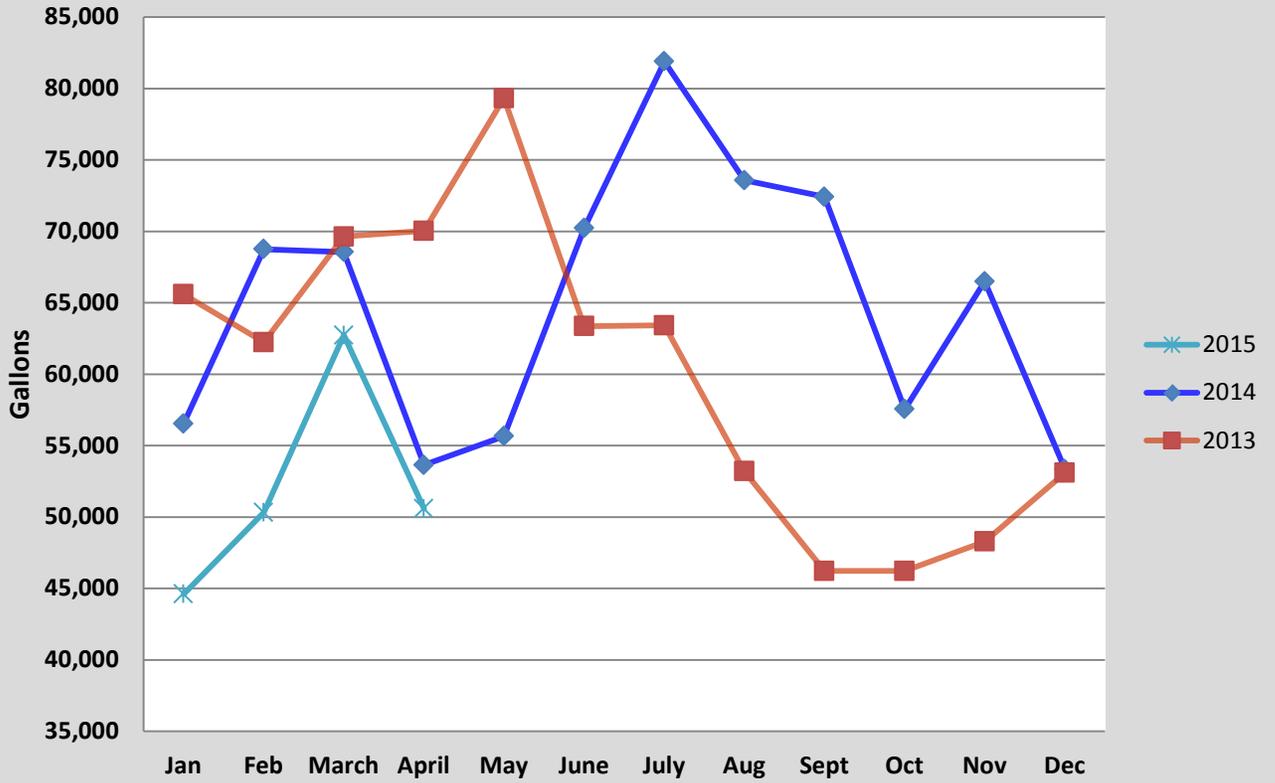


**Total Enplanements**

	2011	2012	2013	2014	2015
<b>TOTAL</b>	<b>11,690</b>	<b>18,375</b>	<b>24,456</b>	<b>26,352</b>	<b>8,391</b>

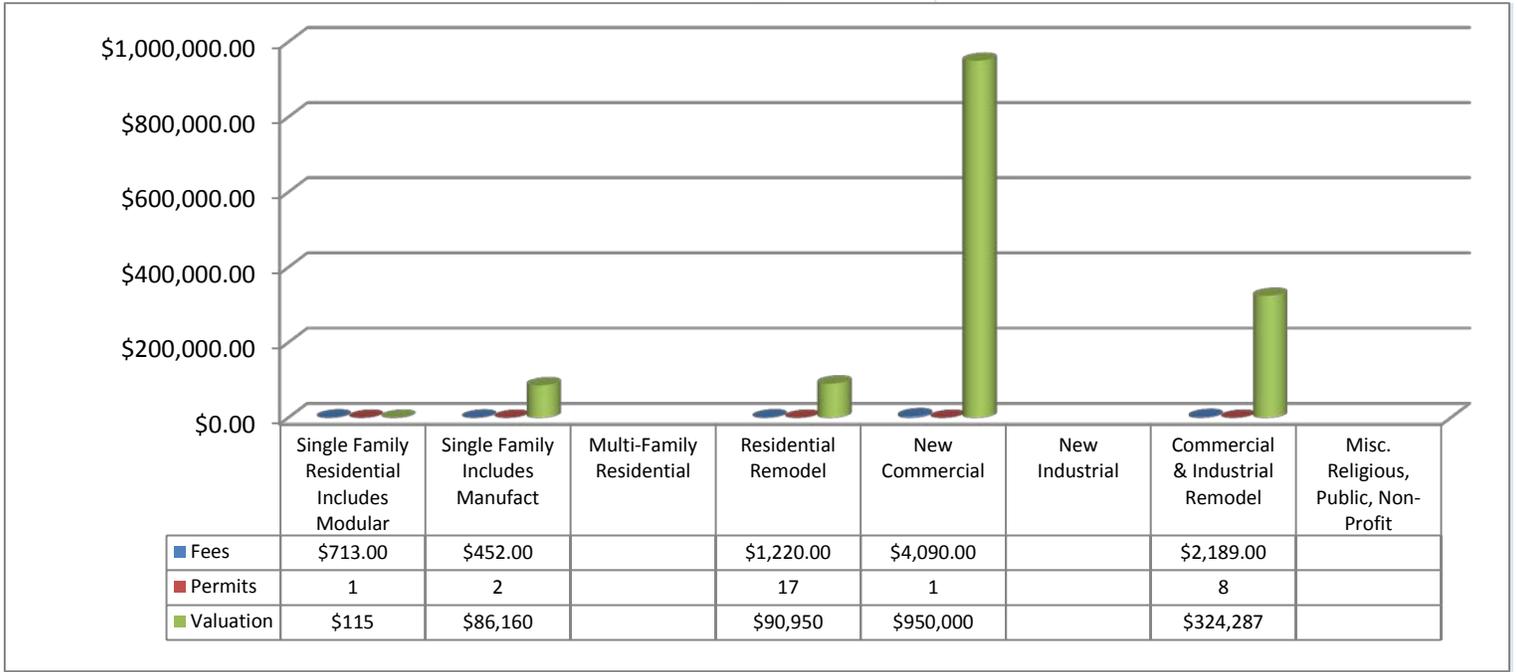


# Fuel Sale Comparison



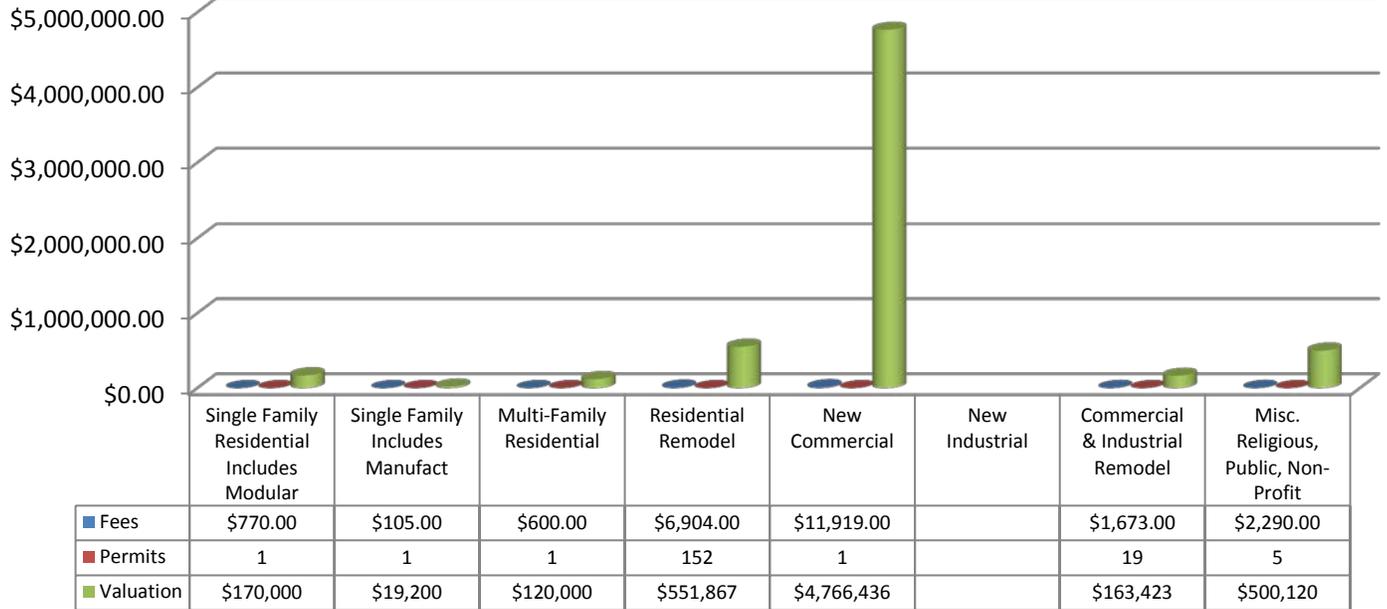
# Planning & Community Development Building Report April 2015





Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Finney County	SIGN PERMIT	3455 East HWY 50	75.00	0	Ground Sign	Commercial/Industrial Remodel	8' x 1' PERMANENT FLAG SIGN
Finney County	BUILDING PERMIT	1600 South OLD HWY 83	220.00	8,500	Building	Commercial/Industrial Remodel	INSTALL 3 ANTENNAES & RRH & ASSOCIATED EQUIPMENT
Finney County	MECHANICAL	2218 West MARY	286.00	14,087	Mechanical	Commercial/Industrial Remodel	60' X 60' BUILDING - (2) 50' TUBE HEATERS 150,000 BTU; 40 X 40 BUILDING - (2) 20' TUBE HEATERS 65,000 BTU
Finney County	MECHANICAL	2218 West MARY	75.00	4,700	Mechanical	Commercial/Industrial Remodel	MAIN BUILDING - INSTALL 12,000 BTU FOR SERVER ROOM
Finney County	BUILDING PERMIT	2508 West HWY 50 SUITE B	1202.00	260,000	Building	Commercial/Industrial Remodel	REMODEL FOR PLUMBING WAREHOUSE
Finney County	BUILDING PERMIT	2408 West JONES	143.00	25,000	Building	Commercial/Industrial Remodel	SET UP MODULAR STRUCTURE FOR COMMERCIAL USE
Finney County	ELECTRICAL	803 LAKE	143.00	10,000	Electrical	Commercial/Industrial Remodel	NEW SUB PANEL FOR NEW BUILDING ADDITION - LIGHTS AND OUTLETS
Finney County	MECHANICAL	1650 North SHERLOCK	45.00	2,000	Mechanical	Commercial/Industrial Remodel	C/O PTAC UNIT-409117
Finney County	BUILDING PERMIT	6915 West LOWE	4090.00	950,000	Building	New Commercial	NEW CONSTRUCTION OF COMMERCIAL BUILDING - GARDEN CITY COOP - Permit approved for work up to the foundation until further notice. Must call in required inspections on inspections list.
Finney County	BUILDING PERMIT	4285 NANCY	29.00	2,000	Building	Residential Remodel	8' CHAIN LINK AND WOOD FENCE
Finney County	MECHANICAL	818 KENSINGTON	42.00	2,400	Mechanical	Residential Remodel	REPLACE CONDENSER-408333
Finney County	BUILDING PERMIT	1160 North FARMLAND	81.00	2,250	Building	Residential Remodel	24' X 30' POLE BARN
Finney County	PLUMBING	102 DRURY	29.00	800	Plumbing	Residential Remodel	REMOVE AND REPLACE NEW 40 GALLON WATER HEATER
Finney County	BUILDING PERMIT	5980 DOLITTLE	144.00	15,000	Building	Residential Remodel	NEW GARAGE
Finney County	GAS	1325 West SIX MILE RD	42.00	100	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Finney County	MECHANICAL	4765 SCHULMAN	56.00	4,000	Mechanical	Residential Remodel	CHANGE OUT 75K 80% FURNACE AND 2 1/2 TON A/C
Finney County	EXCAVATION	2785 West TENNIS	30.00	0	Excavation	Residential Remodel	DRILLING (3) 350' GEOTHERMAL HEAT PUMP HOLES
Finney County	BUILDING PERMIT	5520 EL DELMO	42.00	2,000	Building	Residential Remodel	12X16 SHED

Finney County	BUILDING PERMIT	107 HAMPTON	82.00	5,000	Building	Residential Remodel	REPAIR WALL IN BATHROOM DUE TO TERMITE DAMAGE
Finney County	BUILDING PERMIT	1360 TRAILS END	55.00	500	Building	Residential Remodel	INSTALL FOUNDATION FOR EXISTING MOBILE HOME-RENEWAL OF BP10-406
Finney County	PLUMBING	2245 North LITTLE LOWE	42.00	1,200	Plumbing	Residential Remodel	NEW SERVICE WATER LINE
Finney County	BUILDING PERMIT	5765 DOLITTLE	118.00	8,500	Building	Residential Remodel	REMOVE AND REPLACE DRIVEWAY AND RAISE CULVERT
Finney County	BUILDING PERMIT	102 STRATFORD	239.00	28,000	Building	Residential Remodel	REPLACE EXISTING DECK
Finney County	PLUMBING	2460 GRANDVIEW Drive	118.00	17,500	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM WITH 1 PUB
Finney County	GAS	2601 West MARY #132	29.00	250	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Finney County	MECHANICAL	2880 North FARMLAND	42.00	1,450	Mechanical	Residential Remodel	REPLACE WATER HEATER-409109
Finney County	BUILDING PERMIT	2970 North ANDERSON #20	239.00	46,160	Building	SF Manufactured (HUD Standards)	NEW SINGLE WIDE TRAILER
Finney County	BUILDING PERMIT	2601 West MARY #138	213.00	40,000	Building	SF Manufactured (HUD Standards)	16 X 80 X 76 2015 MANUFACTURED HOME
Finney County	BUILDING PERMIT	5600 ALLEN	713.00	115,000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME



Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Garden City	BUILDING PERMIT	2424 North TAYLOR Avenue	11919.00	4,766,436	Building	New Commercial	NEW 160X244 BUILDING & 22X35 BUILDING W/ 6 FUEL PUMP ISLANDS & 46X112 CANOPY-WAL-MART NEIGHBORHOOD MARKET & FUEL STATION
Garden City	PLUMBING	1712 East FULTON	32.00	2,500	Plumbing	Commercial/Industrial Remodel	PLUMB FLOOR SINK IN EXISTING FLOOR. INSTALL ADDITIONAL GAS LINE INSIDE BUILDING. INSTALL NEW WATER HEATER
Garden City	BUILDING PERMIT	902 STONE CREEK Drive UNIT A	440.00	45,000	Building	Commercial/Industrial Remodel	INTERIOR RE-MODEL
Garden City	MECHANICAL	1109 COLLEGE	130.00	15,627	Mechanical	Commercial/Industrial Remodel	REPLACEMENT OF 3 COMPLETE 5 TON AC SYSTEMS WITH 120,000 FURNACE AND 5 TON EVAPORATOR COIL
Garden City	PLUMBING	1305 East KANSAS	32.00	1,800	Plumbing	Commercial/Industrial Remodel	2 SMALL TANKLESS WATER HEATERS; 1 TANKLESS FOR HAND SINK IN BAKERY, 1 TANKLESS FOR HAND SINK IN DELI
Garden City	SIGN PERMIT	207 CAMPUS	75.00	0	Wall Sign	Commercial/Industrial Remodel	4' X 8' ECONOLITE WALL SIGN
Garden City	PLUMBING	2414 HENDERSON	130.00	6,850	Plumbing	Commercial/Industrial Remodel	INSTALL 100 GALLON NG WATER HEATER
Garden City	SIGN PERMIT	505 East KANSAS AVE	0.00	0	Wall Sign	Commercial/Industrial Remodel	RE-FACE TWO SIGNS - LETTERS ON BUILDING (2 X 26) AND POLE SIGN (4 X 6)
Garden City	ELECTRICAL	1801 West FULTON	29.00	150	Electrical	Commercial/Industrial Remodel	PERFORM MISCELLANEOUS SMALL CORRECTIONS TO EXISTING 50 AMP SERVICE TO RE-ENERGIZE
Garden City	BUILDING PERMIT	101 East FULTON	32.00	1,827	Building	Commercial/Industrial Remodel	REPLACE EXTERIOR DOOR AND JAMB
Garden City	CURB CUT	1719 East KANSAS	60.00	0	Curb Cut	Commercial/Industrial Remodel	REPAIR A SECTION OF PARKING LOT
Garden City	BUILDING PERMIT	406 North MAIN	395.00	60,000	Building	Commercial/Industrial Remodel	REMOVE AND REPLACE ROOF
Garden City	GAS	1911 East KANSAS	29.00	700	Gas Permit	Commercial/Industrial Remodel	GAS LINE HOOK UP FOR NEW YARD GRILL
Garden City	MECHANICAL	619 East MARY	62.00	5,175	Mechanical	Commercial/Industrial Remodel	CHANGEOUT AIR CONDITIONING CONDENSER - #408522
Garden City	ELECTRICAL	202 South THIRTEENTH	0.00	500	Electrical	Commercial/Industrial Remodel	INSTALL A NEW 100 AMP SERVICE

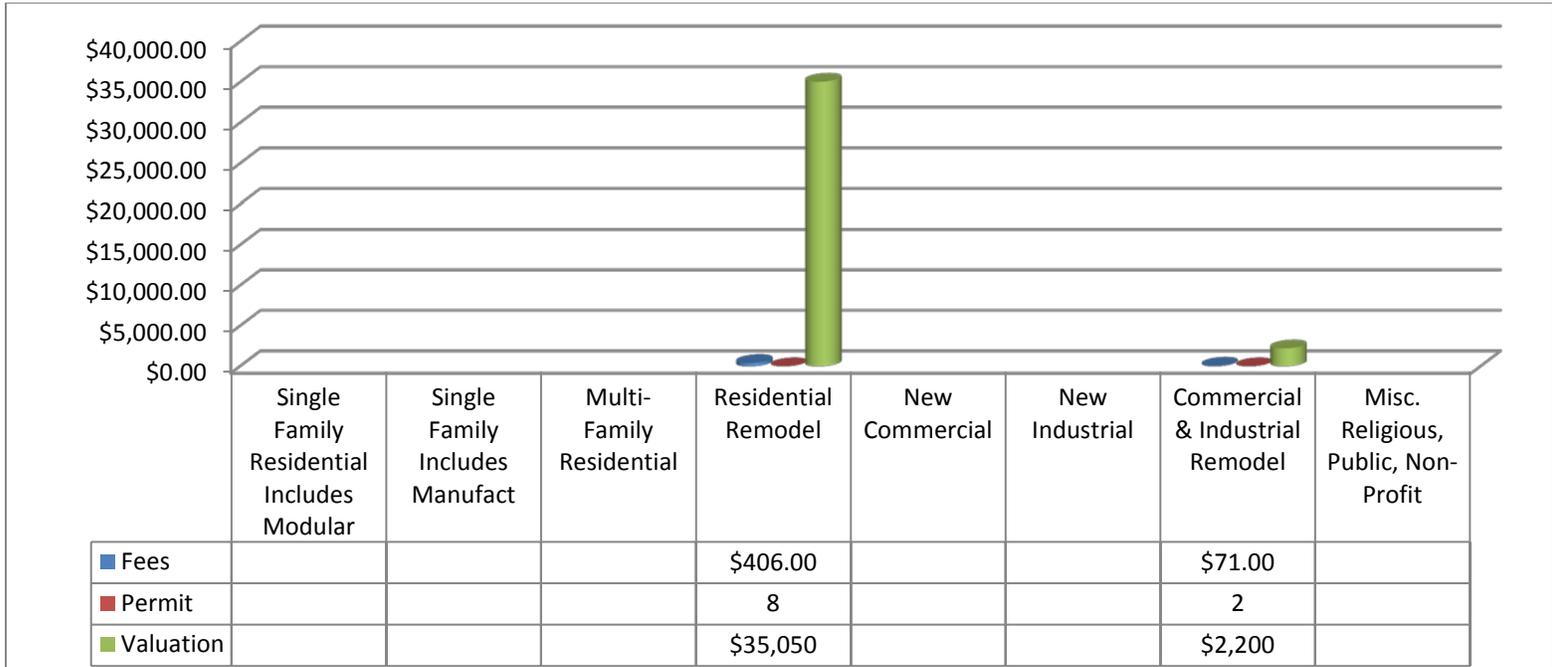
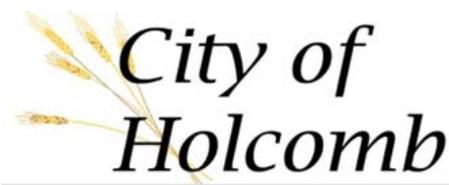
Garden City	PLUMBING	202 South THIRTEENTH	0.00	6,500	Plumbing	Commercial/Industrial Remodel	UNDERGROUND SPRINKLER INSTALLATION
Garden City	GAS	2308 North THIRD	0.00	3,000	Gas Permit	Commercial/Industrial Remodel	GAS PRESSURE TEST
Garden City	MECHANICAL	411 CAMPUS	62.00	5,200	Mechanical	Commercial/Industrial Remodel	CHANGE OUT 5 TON AC
Garden City	SIGN PERMIT	3225 PRAIRIE AVE	35.00	0	Temporary Sign	Commercial/Industrial Remodel	TEMPORARY BANNER SIGN
Garden City	PLUMBING	3030 East KANSAS	130.00	8,594	Plumbing	Commercial/Industrial Remodel	INSTALL 2 TANKLESS WATER HEATERS-408290
Garden City	EXCAVATION	617 JC Street	30.00	0	Excavation	Misc	NEW REPLACEMENT PARKING LOT FOR ST. DOMINIC CATHOLIC CHURCH
Garden City	BUILDING PERMIT	617 JC Street	2098.00	484,000	Building	Misc	REPLACEMENT PARKING LOT FOR ST. DOMINIC
Garden City	PLUMBING	801 CAMPUS	32.00	250	Plumbing	Misc	INSTALL 30 GALLON ELECTRIC WATER HEATER UNDER THE ADMINISTRATION BUILDING
Garden City	ELECTRICAL	602 DOWNIE Road FANSLER FIELD	0.00	300	Electrical	Misc	NEW 30 AMP SERVICE AT FANSLER FIELD
Garden City	MECHANICAL	506 North FIRST	130.00	15,570	Mechanical	Misc	C/O 2 FURNACES, 2 EVAPORATOR COILS AND 1 CONDENSER-408383
Garden City	BUILDING PERMIT	602 WARRIOR #A & B	600.00	120,000	Building	Multi-Family	NEW DUPLEX
Garden City	BUILDING PERMIT	610 East PRICE	29.00	1,000	Building	Residential Remodel	BUILD PATIO IN FRONT YARD
Garden City	BUILDING PERMIT	931 SMOKEY HILL	56.00	4,000	Building	Residential Remodel	FINISHING BASEMENT
Garden City	BUILDING PERMIT	1604 A	29.00	3,000	Building	Residential Remodel	8' CEDAR FENCE
Garden City	BUILDING PERMIT	2507 North SEVENTH	29.00	2,500	Building	Residential Remodel	6' WOOD PRIVACY FENCE
Garden City	BUILDING PERMIT	2604.5 CHAINEY Street	56.00	5,000	Building	Residential Remodel	REMOVE AND REPLACE STAIR WELL TO APARTMENTS
Garden City	ELECTRICAL	611 North TAYLOR	29.00	800	Electrical	Residential Remodel	REPLACE BREAKER BOX
Garden City	PLUMBING	2003 North SEVENTH	29.00	800	Plumbing	Residential Remodel	REPAIR HOUSE SEWER LINE CONNECTION IN ALLEY
Garden City	BUILDING PERMIT	203 CONKLING	29.00	400	Building	Residential Remodel	INSTALLING SHEETROCK
Garden City	BUILDING PERMIT	2116 ANTLER RIDGE	105.00	20,000	Building	Residential Remodel	BATHROOM REMODEL
Garden City	BUILDING PERMIT	721 HOWERTON	105.00	25,000	Building	Residential Remodel	BUILD 30'X30' GARAGE
Garden City	CURB CUT	1004 North MAIN	30.00	1,524	Curb Cut	Residential Remodel	SIDEWALK REPAIR
Garden City	CURB CUT	2502 CARRIAGE	30.00	873	Curb Cut	Residential Remodel	REPLACE SECTION OF SIDEWALK
Garden City	ELECTRICAL	1216 PINECREST	56.00	4,500	Electrical	Residential Remodel	RE-WIRE HOUSE, REWORK SERVICE TO BRING BREAKER PANEL INSIDE THE HOUSE
Garden City	BUILDING PERMIT	2308 B	29.00	600	Building	Residential Remodel	INSTALL 8X12 WOOD STORAGE SHED
Garden City	PLUMBING	2820 LORAINE	29.00	1,200	Plumbing	Residential Remodel	INSTALL UNDERGROUND SPRINKLER
Garden City	PLUMBING	1002 CENTER	29.00	800	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON NG WATER HEATER
Garden City	PLUMBING	2106 TARA	29.00	50	Plumbing	Residential Remodel	REPLACE WATER PIPE
Garden City	PLUMBING	2021 North THIRD	56.00	5,800	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	3304 YELLOWSTAR	29.00	2,500	Building	Residential Remodel	10X12 STORAGE SHED - REPLACING ORIGINAL
Garden City	BUILDING PERMIT	1303 West FULTON	29.00	600	Building	Residential Remodel	4' WROUGHT IRON FENCE
Garden City	BUILDING PERMIT	1216 PINECREST	29.00	2,000	Building	Residential Remodel	REPLACE SHEETROCK AND ADD INSULATION
Garden City	ELECTRICAL	1714 SUMMERWOOD	56.00	3,400	Electrical	Residential Remodel	UNDERGROUND ELECTRICAL FOR POOL
Garden City	PLUMBING	514 North THIRTEENTH	29.00	200	Plumbing	Residential Remodel	REPLACE WATER LINE
Garden City	BUILDING PERMIT	509 SUMMIT	29.00	500	Building	Residential Remodel	REPLACING PORTION OF BACK FENCE WITH 6' WOOD FENCE
Garden City	BUILDING PERMIT	1021 North FOURTH	29.00	200	Building	Residential Remodel	REPLACE FENCE

Garden City	BUILDING PERMIT	2314 North SEVENTH	29.00	500	Building	Residential Remodel	INSTALLING NEW CONCRETE SLAB UNDER EXISTING CARPORT
Garden City	CURB CUT	109 South THIRTEENTH	0.00	0	Curb Cut	Residential Remodel	INSTALL NEW DRIVEWAY APPROACH
Garden City	PLUMBING	2106 BELMONT #5	29.00	450	Plumbing	Residential Remodel	REMOVE 63 GALLON WATER HEATER AND INSTALL NEW 40 GALLON NG WATER HEATER
Garden City	PLUMBING	2827 ELDORADO #B	29.00	950	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON WATER HEATER
Garden City	PLUMBING	2401 GLENWOOD Drive	58.00	2,000	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM-TO INCLUDE CYPRESS SIDE AS WELL
Garden City	BUILDING PERMIT	510 West CHESTNUT	29.00	1,400	Building	Residential Remodel	6' DOG EAR CEDAR FENCE
Garden City	CURB CUT	1925 SLOAN	0.00	0	Curb Cut	Residential Remodel	INSTALL NEW SIDEWALK FROM EXISTING SIDEWALK TO CURB AND REPLACE 20' OF EXISTING SIDEWALK
Garden City	PLUMBING	1820 KOSTER	29.00	800	Plumbing	Residential Remodel	REMOVE AND REPLACE 40 GALLON WATER HEATER
Garden City	DEMO PERMIT	2605 North MAIN	30.00	0	Demo	Residential Remodel	DEMOLITION OF 2 BARN STRUCTURES IN REAR YARD. Must also demolish any dilapidated fences on property. No farm animals allowed on property other than chickens.
Garden City	BUILDING PERMIT	2501 North THIRD	29.00	1,023	Building	Residential Remodel	INSTALL PARTIAL 6FT WOOD FENCE ON NORTH SIDE OF PROPERTY
Garden City	BUILDING PERMIT	2118 B	29.00	600	Building	Residential Remodel	6' WOOD FENCE REPLACEMENT
Garden City	BUILDING PERMIT	2401 GLENWOOD Drive	56.00	4,500	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	1606 East SPRUCE	29.00	500	Building	Residential Remodel	3' AND 6' WOOD FENCE
Garden City	CURB CUT	2508 PAWNEE	30.00	0	Curb Cut	Residential Remodel	POURING NEW SIDEWALK AROUND HOUSE AND WIDENING DRIVEWAY - If homeowner would also like to widen the driveway approach, they might be eligible for Public Works cost share program. Otherwise, if they break curb, they are responsible for replacement.
Garden City	CURB CUT	1506 WILLOW	30.00	0	Curb Cut	Residential Remodel	REMOVE AND REPLACE DRIVEWAY
Garden City	PLUMBING	2108 SUNFLOWER	29.00	1,500	Plumbing	Residential Remodel	INSTALL UNDERGROUND SPRINKLER SYSTEM
Garden City	PLUMBING	1008 North SECOND	29.00	1,800	Plumbing	Residential Remodel	RUN WATER LINE FROM THE HOUSE TO THE METER
Garden City	MECHANICAL	2134 TARA	56.00	3,800	Mechanical	Residential Remodel	REPLACE FURNACE AND EVAPORATOR COIL - FLAG 408915
Garden City	MECHANICAL	609 SUSAN	56.00	3,872	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER-408927
Garden City	PLUMBING	2702 CAMPUS	58.00	600	Plumbing	Residential Remodel	INSTALL 30 GALLON ELECTRIC WATER HEATER
Garden City	BUILDING PERMIT	2511 North SEVENTH	29.00	759	Building	Residential Remodel	6 FT CEDAR FENCE
Garden City	BUILDING PERMIT	4101 East HWY 50 #30	200.00	31,000	Building	Residential Remodel	REMODEL AND HOOK UP ALL UTILITIES - 10 ft from all other structures
Garden City	BUILDING PERMIT	950 North JENNIE BARKER #106	29.00	2,000	Building	Residential Remodel	BUILD 12X16 COVERED DECK
Garden City	BUILDING PERMIT	950 North JENNIE BARKER #23	56.00	4,700	Building	Residential Remodel	BUILD 12X14 STORAGE BUILDING, 14X22 COVERED DECK AND CHAIN LINK FENCE
Garden City	BUILDING PERMIT	4101 East HWY 50 #220	29.00	2,100	Building	Residential Remodel	BUILD 10 X 10 STORAGE BUILDING AND 10 X 22 COVERED DECK
Garden City	BUILDING PERMIT	4101 East HWY 50 #514	29.00	1,500	Building	Residential Remodel	BUILD 10X10 STORAGE BUILDING AND 4' CHAIN LINK FENCE - Must use treated lumber for shed as property is in the flood plain.
Garden City	CURB CUT	2307 C	30.00	0	Curb Cut	Residential Remodel	INSTALLATION OF NEW SIDEWALK
Garden City	PLUMBING	2508 PAWNEE	29.00	800	Plumbing	Residential Remodel	UNDERGROUND SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	1616 CONARD	56.00	3,800	Building	Residential Remodel	REMOVE AND REPLACE (17) 30 YEAR SHINGLES
Garden City	PLUMBING	609 West OLIVE	29.00	2,000	Plumbing	Residential Remodel	REPLACE HOUSE SEWER LINE FROM HOUSE TO CURB
Garden City	BUILDING PERMIT	811 North FIRST	105.00	16,800	Building	Residential Remodel	NEW WINDOWS, SOFFIT AND WRAPS

Garden City	BUILDING PERMIT	622 North TENTH	200.00	50,000	Building	Residential Remodel	REMODEL - Needs two additional parking spaces and property is eligible for the Neighborhood Revitalization Program
Garden City	BUILDING PERMIT	2116 CENTER	105.00	10,000	Building	Residential Remodel	REMOVE 2 WINDOWS, INSTALL 14' HEADER, INSTALL 12' PATIO DOOR
Garden City	BUILDING PERMIT	806 INGE	105.00	10,000	Building	Residential Remodel	REMODEL HOUSE - As long as value doesn't exceed 25,000 - otherwise sidewalk is required
Garden City	BUILDING PERMIT	1627 CONKLING	29.00	1,300	Building	Residential Remodel	8 x 10 STORAGE SHED - Cannot connect to existing shed per zoning requirements.
Garden City	BUILDING PERMIT	414 West MARY	32.00	500	Building	Residential Remodel	REPLACE STAIR AND FENCE
Garden City	PLUMBING	1110 North SEVENTH	29.00	830	Plumbing	Residential Remodel	INSTALL 50 GALLON NATURAL GAS WATER HEATER
Garden City	BUILDING PERMIT	1013 North SECOND	56.00	3,750	Building	Residential Remodel	INSTALL BATHROOM IN BASEMENT AND RENOVATE UPSTAIRS BATHROOM
Garden City	CURB CUT	706 East HAMLIN	0.00	0	Curb Cut	Residential Remodel	INSTALL 5' CONCRETE SIDEWALK @ CURB BACK TOWARD HOME
Garden City	ELECTRICAL	1911 East KANSAS	32.00	1,100	Electrical	Residential Remodel	LANDSCAPE POWER AND LIGHTING
Garden City	ELECTRICAL	508 North THIRD	29.00	250	Electrical	Residential Remodel	REPLACE DAMAGED RISER ON HOUSE SERVICE
Garden City	ELECTRICAL	505 North THIRD	29.00	250	Electrical	Residential Remodel	REPLACE DAMAGED RISER ON HOUSE SERVICE
Garden City	PLUMBING	2119 MOHAWK	29.00	2,000	Plumbing	Residential Remodel	UNDERGROUND SPRINKLER SYSTEM
Garden City	PLUMBING	1524 North TWELFTH	29.00	2,500	Plumbing	Residential Remodel	UNDERGROUND SPRINKLER SYSTEM
Garden City	PLUMBING	2110 B	29.00	800	Plumbing	Residential Remodel	REMOVE AND REPLACE 40 GALLON WATER HEATER
Garden City	PLUMBING	2803 ELDORADO	29.00	29	Plumbing	Residential Remodel	REMOVE AND INSTALL 40 GALLON WATER HEATER
Garden City	GAS	1312 North MAIN	29.00	800	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	BUILDING PERMIT	1311 HATTIE	29.00	1,000	Building	Residential Remodel	6FT WOOD FENCE
Garden City	PLUMBING	1507 HATTIE	29.00	1,500	Plumbing	Residential Remodel	GAS PRESSURE TEST - INSTALL 40 GALLON WATER HEATER IN LAUNDRY ROOM. REMOVE & CAP OLD LINES IN KITCHEN
Garden City	BUILDING PERMIT	802 North SEVENTH	29.00	2,000	Building	Residential Remodel	6' WOOD FENCE - The fence along Walnut & alley might need to either be reduced in height or set back using site triangle due to possible visibility issues
Garden City	BUILDING PERMIT	109 South THIRTEENTH	29.00	2,100	Building	Residential Remodel	COVERED CARPORT AND CONCRETE DRIVEWAY - Lumber will need to be treated due to property being in flood plain
Garden City	BUILDING PERMIT	901 North THIRD	56.00	5,256	Building	Residential Remodel	6' WOOD FENCE
Garden City	ELECTRICAL	2523 North MAIN	29.00	300	Electrical	Residential Remodel	RE-ATTACHED MAST TO HOUSE
Garden City	MECHANICAL	1205 PARKWOOD	29.00	1,925	Mechanical	Residential Remodel	REPLACE COIL - #408491
Garden City	GAS	1714 SUMMERWOOD	29.00	1,500	Gas Permit	Residential Remodel	INSTALL NEW GAS LINE FROM METER TO POOL
Garden City	DEMO PERMIT	807 PEARL	30.00	0	Demo	Residential Remodel	TEAR DOWN OLD BUILDINGS ON NORTH SIDE OF PROPERTY
Garden City	BUILDING PERMIT	708 CONKLING	58.00	500	Building	Residential Remodel	REPLACE EXTERIOR DOOR
Garden City	BUILDING PERMIT	304 North TENTH	29.00	1,500	Building	Residential Remodel	REPLACE 6 WINDOWS AND REPAIR SHEETROCK AS NEEDED
Garden City	PLUMBING	2503 LEE	29.00	300	Plumbing	Residential Remodel	INSTALLING UNDERGROUND SPRINKLER
Garden City	BUILDING PERMIT	1609 JULIE	105.00	25,000	Building	Residential Remodel	HOUSE RE-MODEL
Garden City	BUILDING PERMIT	3304 YELLOWSTAR	200.00	35,000	Building	Residential Remodel	16 X 38 INGROUND POOL - lot will be at 50% coverage
Garden City	BUILDING PERMIT	1516 North THIRTEENTH	56.00	3,900	Building	Residential Remodel	REMOVE AND REPLACE ROOF
Garden City	PLUMBING	151 CLOVERLEAF	56.00	3,500	Plumbing	Residential Remodel	REPLACE WATER LINE FROM METER TO HOME

Garden City	BUILDING PERMIT	1208 East SPRUCE	29.00	1,000	Building	Residential Remodel	6' WOOD FENCE - Issued outside of property line with fence waiver.
Garden City	BUILDING PERMIT	604 North TENTH	29.00	1,500	Building	Residential Remodel	3' WOOD FENCE - Larry ok'd 24 in post hole.
Garden City	BUILDING PERMIT	950 North JENNIE BARKER #42	56.00	4,000	Building	Residential Remodel	CHAIN LINK FENCE AND COVER FRONT AND BACK DECK
Garden City	BUILDING PERMIT	1612 East JOHNSON	105.00	6,860	Building	Residential Remodel	6 FT CEDAR FENCE
Garden City	BUILDING PERMIT	1610 East JOHNSON	29.00	1,960	Building	Residential Remodel	6 FT CEDAR FENCE
Garden City	BUILDING PERMIT	1714 SUMMERWOOD	200.00	30,000	Building	Residential Remodel	18 X 36 IN GROUND SWIMMING POOL
Garden City	BUILDING PERMIT	622 GARDEN CITY	29.00	450	Building	Residential Remodel	4 FT CHAIN LINK FENCE
Garden City	ELECTRICAL	703 East FAIR	29.00	600	Electrical	Residential Remodel	RE-LOCATE EXISTING 100 AMP SERVICE
Garden City	PLUMBING	1004 East HAMLIN	29.00	2,650	Plumbing	Residential Remodel	REPLACE SEWER LINE
Garden City	PLUMBING	2304 MENKE	29.00	600	Plumbing	Residential Remodel	NEW WATER LINE FOR HOUSE
Garden City	PLUMBING	627 WHEATRIDGE	29.00	2,000	Plumbing	Residential Remodel	INSTALL UNDERGROUND SPRINKLER
Garden City	PLUMBING	2408 DEE	29.00	1,000	Plumbing	Residential Remodel	INSTALL UNDERGROUND SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	309 North FOURTH	105.00	18,000	Building	Residential Remodel	REMODEL INSIDE OF HOME
Garden City	BUILDING PERMIT	2021 North THIRD	56.00	4,400	Building	Residential Remodel	BUILD 6' WOOD FENCE
Garden City	BUILDING PERMIT	1210 North THIRD	29.00	500	Building	Residential Remodel	REPLACE AWNING ON FRONT OF HOUSE
Garden City	BUILDING PERMIT	1607 SAFFORD	29.00	800	Building	Residential Remodel	10 X 10 SHED
Garden City	BUILDING PERMIT	1812 CRESTWAY	56.00	5,000	Building	Residential Remodel	NEW ROOFING AND STUCCO RE-COAT ON EXISTING PORCH STRUCTURE
Garden City	BUILDING PERMIT	1201 LONG	14.50	500	Building	Residential Remodel	3' AND 6' WOOD FENCE - RENEWAL OF B14-000746
Garden City	BUILDING PERMIT	1201 LONG	14.50	1,200	Building	Residential Remodel	REPLACE BRICK WALK AND REPLACE GARDEN SHED-PROPERTY LINE SET BACK MUST BE 4' FROM NORTH PROPERTY LINE AND CAN BE PLACED NEXT TO ALLEY PROPERTY LINE - RENEWAL OF B14-000577
Garden City	CURB CUT	608 North SEVENTH	30.00	0	Curb Cut	Residential Remodel	REPLACE EXISTING SIDEWALK AND ADD CONCRETE SLAB TO PATIO
Garden City	ELECTRICAL	2519 A	29.00	150	Electrical	Residential Remodel	REPLACE ELECTRIC PANEL
Garden City	ELECTRICAL	606 North TWELFTH	29.00	700	Electrical	Residential Remodel	NEW 100 AMP ELECTRICAL SERVICE
Garden City	PLUMBING	1013 North SECOND	29.00	800	Plumbing	Residential Remodel	WATER HEATER REPLACEMENT & NEW WATER LINE SERVICE FROM METER TO HOME
Garden City	PLUMBING	1512 East SPRUCE	29.00	2,000	Plumbing	Residential Remodel	NEW SPRINKLER SYSTEM - FRONT AND BACK YARD
Garden City	PLUMBING	1617 SUMMIT	0.00	900	Plumbing	Residential Remodel	REPAIR BROKEN WATER LINE BETWEEN HOUSE AND METER
Garden City	MECHANICAL	2927 NANCY	105.00	9,000	Mechanical	Residential Remodel	INSTALL 97% FURANCE & 17 SEER AIR CONDITIONER
Garden City	MECHANICAL	2012 North SEVENTH	29.00	2,903	Mechanical	Residential Remodel	REPLACE CONDENSER & EVAPORATOR COIL-408382
Garden City	BUILDING PERMIT	1705 HATTIE	29.00	400	Building	Residential Remodel	NEW FRONT PORCH FOR DECK AND FENCE REPLACEMENT
Garden City	PLUMBING	721 AMY	29.00	2,650	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM W/ 1 PUB
Garden City	PLUMBING	719 AMY	29.00	2,650	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM W/ 1 PUB
Garden City	MECHANICAL	104 JO ELLA	118.00	6,825	Mechanical	Residential Remodel	REPLACE FURANCE & A/C-408505
Garden City	MECHANICAL	1801 NEIL	29.00	2,500	Mechanical	Residential Remodel	CHANGE OUT 2 1/2 TON A/C
Garden City	PLUMBING	1311 North EIGHTH	29.00	300	Plumbing	Residential Remodel	REMOVE AND REPLACE 40 GALLON WATER HEATER
Garden City	PLUMBING	146 CLOVERLEAF	29.00	785	Plumbing	Residential Remodel	INSTALL 40 GALLON ELECTRIC WATER HEATER
Garden City	BUILDING PERMIT	909 EVANS	56.00	6,000	Building	Residential Remodel	14 x 21 PATIO COVER

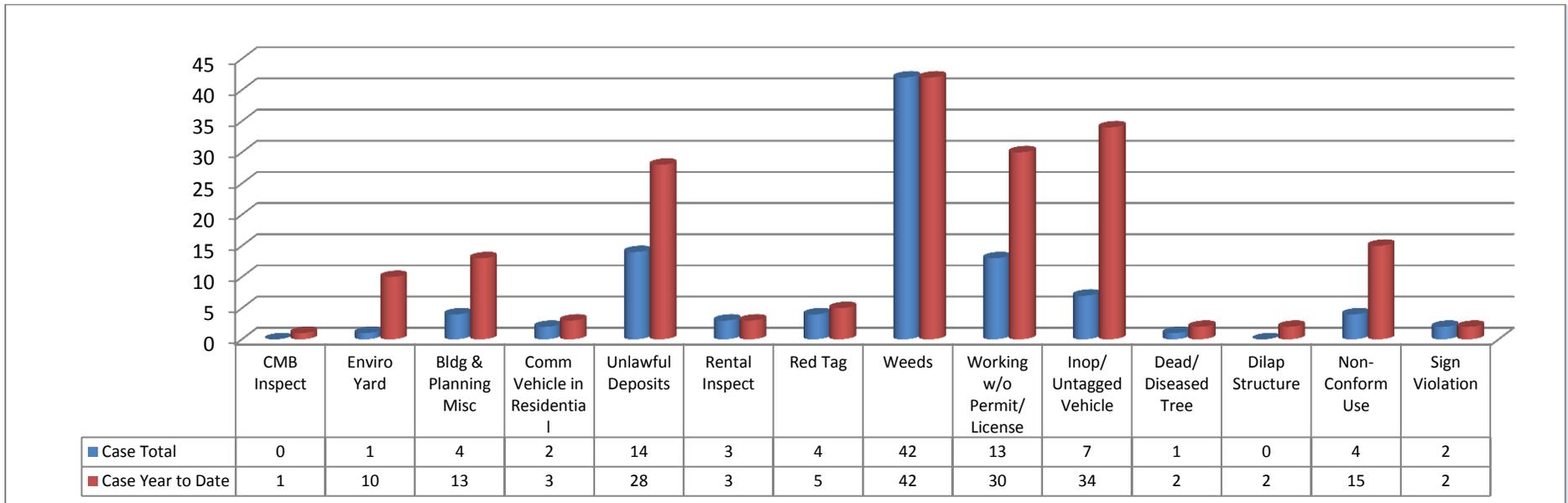
Garden City	BUILDING PERMIT	2927 NANCY	105.00	10,000	Building	Residential Remodel	ADD BEDROOM AND EGRESS WINDOW TO EXISTING FINISHED BASEMENT
Garden City	CURB CUT	2006 SIOUX	30.00	0	Curb Cut	Residential Remodel	REMOVE AND REPLACE DRIVEWAY
Garden City	CURB CUT	510 ALYSSA Court	30.00	0	Curb Cut	Residential Remodel	ADDING TO DRIVEWAY
Garden City	PLUMBING	146 CLOVERLEAF	29.00	900	Plumbing	Residential Remodel	REMOVE AND REPLACE 40 GALLON WATER HEATER
Garden City	BUILDING PERMIT	208 South ELEVENTH	56.00	5,000	Building	Residential Remodel	REPAIR FIRE DAMAGE
Garden City	BUILDING PERMIT	2108 North SEVENTH	112.00	4,000	Building	Residential Remodel	REPLACE SIDING ON HOUSE AND INSTALL 12X16 WOOD STORAGE SHED
Garden City	BUILDING PERMIT	401 North SIXTH	56.00	5,000	Building	Residential Remodel	NEW SIDING
Garden City	PLUMBING	1312 WALKER	29.00	500	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
Garden City	MECHANICAL	1807 East FAIR	56.00	5,893	Mechanical	Residential Remodel	REPLACE FURNACE & A/C-408394
Garden City	BUILDING PERMIT	2822 KRIS	29.00	1,800	Building	Residential Remodel	REMOVE AND REPLACE 22 X 12 CONCRETE PATIO IN BACK YARD
Garden City	BUILDING PERMIT	1604 BLUFF	29.00	600	Building	Residential Remodel	SIDEWALK INSTALLATION
Garden City	BUILDING PERMIT	1908 North EIGHTH	29.00	400	Building	Residential Remodel	6' WOOD FENCE
Garden City	ELECTRICAL	2609 SHAMUS	29.00	100	Electrical	Residential Remodel	MOVE AC UNIT
Garden City	MECHANICAL	2609 SHAMUS	105.00	7,000	Mechanical	Residential Remodel	CHANGE OUT 3 TON A/C
Garden City	BUILDING PERMIT	904 LABRADOR	56.00	3,125	Building	Residential Remodel	6FT AND 3 FT CEDAR FENCE
Garden City	BUILDING PERMIT	1804 SLOAN	105.00	7,100	Building	Residential Remodel	REMOVE AND REPLACE ROOF WITH LAMINATE SHINGLES
Garden City	BUILDING PERMIT	1019 EVANS	58.00	1,500	Building	Residential Remodel	SIDING REPAIR AND REPLACE
Garden City	BUILDING PERMIT	607 East PRICE	29.00	2,000	Building	Residential Remodel	REPLACE 13 WINDOWS
Garden City	BUILDING PERMIT	1614 PIONEER	56.00	5,500	Building	Residential Remodel	INSTALL 12X15 WOOD SHED
Garden City	BUILDING PERMIT	3617 CHISHOLM	29.00	600	Building	Residential Remodel	REPLACE 12 X 38 PATIO COVER ROOF
Garden City	BUILDING PERMIT	1407 Mels	105.00	7,000	Building	Residential Remodel	CONSTRUCT 10 X 14 SHED - approved as long as it is exact size of existing and ok'd to cement small section between sidewalk and fence and for shed to be put right on property line.
Garden City	BUILDING PERMIT	2202 North NINTH	29.00	1,500	Building	Residential Remodel	5' CHAIN LINK FENCE W/CONCRETE BASE
Garden City	BUILDING PERMIT	1612 ANGUS	29.00	800	Building	Residential Remodel	6FT WOOD FENCE
Garden City	ELECTRICAL	504 North THIRD	29.00	2,750	Electrical	Residential Remodel	UPGRADE SERVICE FROM 60 AMP TO 100 AMP AND RE-WIRE HOUSE
Garden City	GAS	1311 CONKLING #D	29.00	1,500	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	1050 North JENNIE BARKER	29.00	350	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	MECHANICAL	702 ANDERSON	19.00	1,975	Mechanical	Residential Remodel	REPLACE CONDENSER
Garden City	MECHANICAL	607 West CAMPBELL #A	56.00	3,500	Mechanical	Residential Remodel	2 TON A/C - 80% FURNACE
Garden City	MECHANICAL	611 West CAMPBELL #1	56.00	3,500	Mechanical	Residential Remodel	2 TON A/C - 80% FURNACE
Garden City	BUILDING PERMIT	950 North JENNIE BARKER #12	105.00	19,200	Building	SF Manufactured (HUD Standards)	PARK HOUSE, CONNECT WATER, SEWER, GAS AND ELECTRIC - Need elevation certificate.
Garden City	BUILDING PERMIT	542 JENNA	770.00	170,000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY RESIDENCE



Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Holcomb	ELECTRICAL	6775 West JONES Avenue	29.00	1,800	Electrical	Commercial/Industrial Remodel	ELECTRICAL SERVICE FOR NEW SHOP
Holcomb	BUILDING PERMIT	109 OLDWEILER	42.00	400	Building	Commercial/Industrial Remodel	INSTALL 9X25 CONCRETE SLAB ON NORTH SIDE OF HOUSE
Holcomb	CURB CUT	105 PRAIRIE	43.00	0	Curb Cut	Residential Remodel	EXPANSION OF DRIVEWAY - 6" from back of curb 10' in toward house, then 4" is okay.
Holcomb	BUILDING PERMIT	303 TYLER	144.00	20,000	Building	Residential Remodel	NEW GARAGE
Holcomb	PLUMBING	104 PRAIRIE	56.00	5,000	Plumbing	Residential Remodel	INSTALL UNDERGROUND SPRINKLER
Holcomb	BUILDING PERMIT	208 SYDNEE	21.00	3,000	Building	Residential Remodel	6' CEDAR FENCE - RENEWAL OF B14-000324
Holcomb	BUILDING PERMIT	100 REDFORD	29.00	500	Building	Residential Remodel	PLACE READY BUILT SHED ON PROPERTY
Holcomb	PLUMBING	402 SARA	29.00	3,000	Plumbing	Residential Remodel	UNDERGROUND SPRINKLER SYSTEM
Holcomb	MECHANICAL	308 BARBER	42.00	3,550	Mechanical	Residential Remodel	REPLACE A/C-409037
Holcomb	BUILDING PERMIT	100 OLDWEILER	42.00	0	Building	Residential Remodel	CONCRETE SHOULDER - The City of Holcomb will not replace the concrete if they need to access the water line located there.



## APRIL 2015 CODE COMPLIANCE REPORT



Jurisdiction	File#	Address	Category	Description	OpenDate	CloseDate
Garden City	15-000909	105 North TWELFTH	Bldg Code Misc	CMB INSPECTION-CLUB KOZMOS	4/24/2015	
Garden City	15-000910	1911 East KANSAS	Bldg Code Misc	CMB-SAMY'S SPIRITS & STEAKHOUSE	4/24/2015	
Garden City	15-000725	207 CAMPUS	Bldg Code Misc	CHECKING TO SEE IF CURRENT BUILDING MEETS ADA REQUIREMENTS	4/9/2015	
Garden City	15-000750	1705 KELLO	Bldg Code Misc	CAPPING OFF EXISTING SPRINKLER SYSTEM	4/13/2015	
Garden City	15-000622	1120 North TWELFTH	Commercial Truck	COMMERCIAL TRUCK IN RESIDENTIAL AREA	4/1/2015	4/1/2015

Garden City	15-000896	2316 DEE	Commercial Truck	Semi truck in residential area	4/24/2015	
Garden City	15-000808	1210 North NINTH	Dead or Diseased Trees	DEAD/DISEASED TREE-TREE HANGING OVER INTO NEIGHBORS YARD	4/17/2015	4/24/2015
Garden City	15-000748	1002 North FIFTH	Environmental Yard	ENVIRONMENTAL YARD-TIRES, SCRAP WOOD, METAL BARRELS	4/13/2015	4/16/2015
Garden City	15-000745	1211 PINECREST	Non-Conforming Use	PARKING ON UNIMPROVED SURFACE	4/13/2015	4/15/2015
Garden City	15-000747	1213 PINECREST	Non-Conforming Use	PARKING ON UNIMPROVED SURFACE	4/13/2015	4/15/2015
Garden City	15-000783	206 North THIRD	Non-Conforming Use	NON-CONFORMING USE- DRIVING OVER AND BREAKING CURB	4/15/2015	
Garden City	15-000848	2402 YOSEMITE	Non-Conforming Use	PARKED ON UNIMPROVED SURFACE-TRAVEL TRAILER PARKED ON GRASS IN FRONT YARD	4/20/2015	
Garden City	15-000874	401 East JONES	Plan Misc	DUST NUISANCE-DUST FROM CONCRETE GRINDING BLOWING INTO RESIDENTIAL NEIGHBORHOOD TO THE EAST OF CONCRETE PLANT	4/22/2015	
Garden City	15-000875	2508 North MAIN	Plan Misc	NON-CONFORMING USE-TRACTOR HANGING FROM TREE	4/22/2015	4/23/2015
Garden City	15-000681	2523 North MAIN	Red Tag	RED TAG- MAST NEEDS RESCUED	4/6/2015	
Garden City	15-000806	503 North THIRD	Red Tag	RED TAG-BENT MAST DUE TO STORM DAMAGE	4/17/2015	
Garden City	15-000807	508 North THIRD	Red Tag	RED TAG-BENT MAST DUE TO STORM DAMAGE	4/17/2015	
Garden City	15-000944	1021 North FOURTH	Red Tag	RED TAG-NEW SERVICE RAN TO GARAGE THAT DOESN'T MEET CODE REQUIREMENTS.	4/29/2015	
Garden City	15-000778	2615 North MAIN #1E	Rental Inspection	RENTAL INSPECTION - RENTER COMPLAINED OF MOLD UNDER CARPET	4/15/2015	
Garden City	15-000841	304.5 North FIRST	Rental Inspection	PROPERTY WAS RED TAGGED IN 2010. TO OUR KNOWLEDGE REPAIRS WERE NEVER MADE. LANDLORD IS WANTING TENANT TO MOVE IN AND WE CANNOT REMOVE THE RED TAG UNTIL AN INSPECTOR LOOKS AT PROPERTY	4/20/2015	4/21/2015
Garden City	15-000860	304.5 North FIRST	Rental Inspection	RENTAL INSPECTION-FOLLOW-UP OF CASE #10-002187. PROPERTY WAS RED TAGGED IN 2010. TO OUR KNOWLEDGE REPAIRS WERE NEVER MADE. LANDLORD IS WANTING TENANT TO MOVE IN AND WE CANNOT REMOVE THE RED TAG UNTIL AN INSPECTOR LOOKS AT PROPERTY	4/21/2015	
Garden City	15-000872	2923 KRIS	ROW Obstruction	ROW OBSTRUCTION-TREE OBSTRUCTING ALLEY ROW	4/22/2015	5/8/2015
Garden City	15-000887	2121 BUFFALO HGHTS	ROW Obstruction	OVERGROWN TREES OBSTRUCTING ALLEY ROW	4/23/2015	5/6/2015
Garden City	15-000630	402 North SEVENTH	Sign	ILLEGAL SIGN-	4/1/2015	
Garden City	15-000678	1211 FLEMING	Sign	ILLEGAL SIGN, EMB-BERTHA'S FLOWERS	4/6/2015	
Garden City	15-000658	1610 CONARD	Unlawful Deposits	UNLAWFUL DEPOSIT-TRASH BAGS FILLED WITH DIRT IN ALLEY	4/2/2015	5/6/2015
Garden City	15-000757	207 West OLIVE	Unlawful Deposits	UNLAWFUL DEPOSIT-TRAILER PARKED IN ALLEY DISTURBING ROW	4/13/2015	
Garden City	15-000762	1904 CENTER	Unlawful	UNLAWFUL DEPOSIT-TRASH IN ALLEY ROW	4/13/2015	4/14/2015

City			Deposits			
Garden City	15-000776	2021 North THIRD	Unlawful Deposits	UNLAWFUL DEPOSITS-CONCRETE & TREE LIMBS IN ALLEY ROW	4/14/2015	
Garden City	15-000782	604 North THIRD	Unlawful Deposits	UNLAWFUL DEPOSITS- FIFTH WHEEL BLOCKING SIDEWALK	4/15/2015	
Garden City	15-000817	2805 ELDORADO	Unlawful Deposits	UNLAWFUL DEPOSIT-COUCH & TREE LIMBS	4/17/2015	4/20/2015
Garden City	15-000838	106 North THIRTEENTH	Unlawful Deposits	UNLAWFUL DEPOSITS-TIRES	4/20/2015	5/11/2015
Garden City	15-000839	1602 North THIRD	Unlawful Deposits	UNLAWFUL DEPOSIT-JUNK LEFT AROUND DUMPSTER	4/20/2015	4/24/2015
Garden City	15-000858	RAILROAD ROW BETWEEN SECOND & THIRD STREET	Unlawful Deposits	UNLAWFUL DEPOSITS- TIRES, PALLETS & TELEPHONE POLES	4/21/2015	
Garden City	15-000880	1105 SUMMIT	Unlawful Deposits	UNLAWFUL DEPOSIT-COUCH IN ALLEY ROW	4/23/2015	4/29/2015
Garden City	15-000901	2820 TERRACE	Unlawful Deposits	UNLAWFUL DEPOSITS-COUCHES, TV, CAR BUMPER NEXT TO DUMPSTER	4/24/2015	5/12/2015
Garden City	15-000902	2712 CHAINEY Street	Unlawful Deposits	UNLAWFUL DEPOSITS-COUCH & DRESSER IN ALLEY ROW	4/24/2015	
Garden City	15-000947	1103 BANCROFT	Unlawful Deposits	UNLAWFUL DEPOSITS-MATTRESSES & TREE BRANCHES IN ALLEY ROW	4/29/2015	
Garden City	15-000753	516 West THOMPSON	Unlawful Deposits	UNLAWFUL DEPOSIT-COUCH IN ALLEY ROW	4/13/2015	
Garden City	15-000628	2104 North THIRD	Vehicles	INOPERABLE/UNTAGGED VEHICLES-GREEN CHEVY MINI-VAN, BLUE CADILLAC 4 DOOR CAR,RED JEEP	4/1/2015	
Garden City	15-000631	2204 North SIXTH	Vehicles	INOPERABLE/UNTAGGED VEHICLE-RED DODGE VEHICLE	4/1/2015	4/17/2015
Garden City	15-000641	708 West HAMLINE	Vehicles	INOPERABLE/UNTAGGED VEHICLE-Red car with expired tags	4/2/2015	
Garden City	15-000662	2003 North SEVENTH	Vehicles	INOPERABLE/UNTAGGED VEHICLES-Red Cadillac with expired tags	4/3/2015	
Garden City	15-000756	1615 North ELEVENTH	Vehicles	INOPERABLE/UNTAGGED VEHICLE-PARKED IN ALLEY ROW	4/13/2015	
Garden City	15-000879	208 AVE B	Vehicles	INOPERABLE/JUNKED VEHICLE	4/23/2015	
Garden City	15-000627	201 East EMERSON	Vehicles	INOPERABLE/UNTAGGED VEHICLE-Motor home without plates	4/1/2015	
Garden City	15-000674	1501 ST JOHN	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/6/2015	
Garden City	15-000679	603 HOWERTON	Weeds	OVERGROWN WEEDS EXCEEDING 12" IN HEIGHT	4/6/2015	
Garden City	15-000680	211 North THIRD	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/6/2015	4/16/2015
Garden City	15-000691	1905 North THIRD	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/7/2015	
Garden City	15-000692	2112 North THIRD	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/7/2015	
Garden City	15-000701	221 INGE	Weeds	Weeds	4/8/2015	
Garden City	15-000709	1306 ST JOHN	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/9/2015	

Garden City	15-000711	221 INGE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/9/2015	5/4/2015
Garden City	15-000712	215 WESLEY	Weeds	Weeds	4/9/2015	4/29/2015
Garden City	15-000719	309 DAVIS	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/9/2015	4/23/2015
Garden City	15-000722	702 North SECOND	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/9/2015	4/29/2015
Garden City	15-000728	607 CONKLING	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/9/2015	4/27/2015
Garden City	15-000731	209 West ELM	Weeds	Weeds	4/10/2015	4/29/2015
Garden City	15-000735	1609 VINZANT	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/10/2015	4/29/2015
Garden City	15-000751	1207 HATTIE	Weeds	Weeds	4/13/2015	4/29/2015
Garden City	15-000752	1002 North FIFTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/13/2015	
Garden City	15-000758	2930 LORAINE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/13/2015	
Garden City	15-000766	201 WESLEY	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/13/2015	
Garden City	15-000780	607 CONKLING	Weeds	Weeds	4/15/2015	4/20/2015
Garden City	15-000785	212 South FOURTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/15/2015	5/4/2015
Garden City	15-000787	507 East MAPLE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/15/2015	5/6/2015
Garden City	15-000791	205 East MARY	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/16/2015	
Garden City	15-000797	2212 North MAIN	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/16/2015	
Garden City	15-000798	2109 North SEVENTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/16/2015	4/23/2015
Garden City	15-000810	616 FLEMING	Weeds	WEEDS EXCEEDING 12" IN HEIGHT IN REAR YARD & ALLEY	4/17/2015	5/12/2015
Garden City	15-000812	2206 North MAIN	Weeds	WEEDS EXCEEDING 12" IN HEIGHT ON PROPERTY & IN ALLEY ROW	4/17/2015	
Garden City	15-000819	412 MAGNOLIA	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/17/2015	4/28/2015
Garden City	15-000820	414 MAGNOLIA	Weeds	WEEDS EXCEEDING 12" IN HEIGHT IN REAR YARD ROW	4/17/2015	4/28/2015
Garden City	15-000845	615 CONKLING	Weeds	WEEDS EXCEEDING 12" IN HEIGHT ON PROPERTY	4/20/2015	5/4/2015
Garden City	15-000850	3605 CHISHOLM	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/20/2015	5/7/2015
Garden City	15-000851	LOTS 14 & 15 WESTPORT	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/20/2015	5/7/2015
Garden City	15-000852	1009,1010,1013,1014,1017,1018,1021,1022,1025,1026,1029 & 1030 CORONADO Street	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/20/2015	

Garden City	15-000853	930,931,1009,1013,1014,1017,1018,1021,1022,1025,1026,1029,1030 OVERLAND Street	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/20/2015	
Garden City	15-000854	1010, 3404,3406, & 3408 OREGON Street	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/20/2015	
Garden City	15-000857	RAILROAD ROW BETWEEN 2ND & 3RD STREET	Weeds	WEEDS EXCEEDING 12" IN HEIGHT ON RR PROPERTY	4/21/2015	
Garden City	15-000886	2112 North MAIN	Weeds	WEEDS EXCEEDING 12" IN HEIGHT ON PROPERTY	4/23/2015	5/8/2015
Garden City	15-000888	2016 OLD MANOR	Weeds	Weeds	4/23/2015	5/8/2015
Garden City	15-000889	2103 C	Weeds	WEEDS EXCEEDING 12" IN HEIGHT ON PROPERTY	4/23/2015	5/8/2015
Garden City	15-000890	403 West FAIR	Weeds	Weeds	4/23/2015	
Garden City	15-000891	2112 North MAIN	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/24/2015	
Garden City	15-000946	912 CAMPUS	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	4/29/2015	
Garden City	15-000965	1314 BANCROFT	Weeds	WEEDS EXCEEDING 12" IN HEIGHT ON PROPERTY	4/30/2015	
Garden City	15-000647	907 North FIFTH	Work w/o Permit	WORK W/O A PERMIT - REC'D A CALL SAYING THAT DEMOLITION WORK WAS HAPPENING IN THE APARTMENT ABOVE THE GARAGE. COMPLAINANT WAS WORRIED ABOUT THE DUST FLYING IN THE AIR FROM THE SLEDGEHAMMER, I COULD NOT FIND A CURRENT PERMIT.	4/2/2015	
Garden City	15-000651	401 North SIXTH	Work w/o Permit	WORKING W/O A PERMIT-SIDING, WINDOWS & PORCH ENCLOSURE	4/2/2015	
Garden City	15-000661	2108 North SEVENTH	Work w/o Permit	WORKING W/O PERMIT-SHED IN REAR YARD	4/3/2015	
Garden City	15-000671	1001 North EIGHTH	Work w/o Permit	WORKING W/O A PERMIT-INTERIOR REMODEL	4/3/2015	
Garden City	15-000696	708 CONKLING	Work w/o Permit	WORKING W/O PERMIT-REAR ENTRY DOOR	4/7/2015	
Garden City	15-000768	802 North SEVENTH	Work w/o Permit	WORKING WITHOUT A PERMIT- FENCE	4/14/2015	
Garden City	15-000773	802 North SIXTH	Work w/o Permit	WORK W/O PERMIT - FENCE	4/14/2015	4/14/2015
Garden City	15-000800	950 North JENNIE BARKER	Work w/o Permit	WORKING W/O A PERMIT- SHED	4/16/2015	
Garden City	15-000801	950 North JENNIE BARKER	Work w/o Permit	WORKING W/O A PERMIT-SHED	4/16/2015	
Garden City	15-000935	520 North EIGHTH	Work w/o Permit	ILLEGAL CONTRACTOR WORKING W/O A PERMIT-TEMPLO CALVARIO PENTECOSTAL IGLESIA	4/28/2015	4/28/2015
Garden City	15-000942	2401 GLENWOOD Drive	Work w/o Permit	WORKING W/OUT A PERMIT FOR UNDERGROUND SPRINKLER SYSTEM. NEW HOME HAD FINAL INSPECTION ON 4/16/2015 AND THERE IS AN ACTIVE PERMIT FOR THE FENCE, BUT NO PERMIT HAS BEEN PULLED FOR THE SPRINKLER SYSTEM	4/29/2015	4/29/2015
Garden City	15-000945	1021 North FOURTH	Work w/o Permit	WORKING W/O A PERMIT-FENCE	4/29/2015	4/29/2015
Garden City	15-000957	1005 North THIRD Street	Work w/o Permit	WORK WITHOUT PERMIT - FENCE	4/30/2015	4/30/2015

## City Manager / Cemetery Report APRIL 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	9	5	0	\$ 2,050.00	\$ 700.00	\$ 3,850.00	
SMG	2	0					\$ 1,725.00

<b>Total Revenue</b>	<b>\$ 8,325.00</b>
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**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



**City of Garden City**  
**Monthly Financial Report FY 2015**  
**For the Four Months Ended April 30, 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 April 30, 2015.

**GENERAL FUND AT A GLANCE**

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Revenues	20,987,996	8,262,681	7,214,124
Expenditures	22,067,020	7,650,957	7,425,621
<b>Revenues Over(Under)</b>	<b>(1,079,024)</b>	<b>611,724</b>	<b>(211,497)</b>

**UTILITY FUND REVENUES AT A GLANCE**

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Electric	32,323,162	9,612,798	9,827,246
Solid Waste	3,451,750	1,221,754	1,034,726
Drainage Utility	207,500	69,540	69,291
Water and Sewage	8,164,750	2,029,251	2,034,314
<b>TOTAL</b>	<b>44,147,162</b>	<b>12,933,343</b>	<b>12,965,577</b>

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
City Sales Tax	5,800,000	2,124,627	1,993,621
County Sales Tax	3,450,000	1,256,677	1,181,870
Franchise Tax			
Gas Utility	440,000	320,980	321,637
Telephone	67,000	20,058	23,107
CATV	232,000	58,602	56,625
Building Permits	228,250	130,568	79,842
Municipal Court Fines	1,000,000	292,655	317,826



**City of Garden City  
 Monthly Financial Report FY 2015  
 For the Four Months Ended  
 April 30, 2015**

**General Fund**

General Fund Revenues collected through April were \$8,262,681. The April revenues represent 39.37% of the total revenues expected in the General Fund. Property tax distribution was 57.91% for the second of five payments in 2015.

General Fund Expenses are at 34.67% of the total expenditures expected in the General Fund.

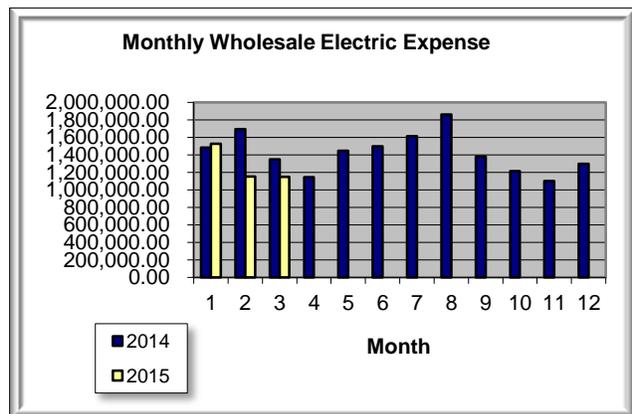
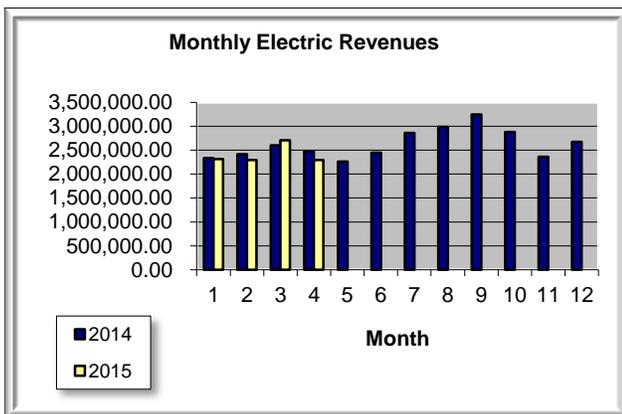
**Selected Revenues**

- City Sales Tax—Ahead by \$131,006 compared to April 2014 year to date collections, 6.57% ahead of 2014 for the four months ended.
- County Sales Tax— Collections for the four months ended are ahead of 2014 by \$74,807 or 6.33%.
- Franchise Tax—Budget estimates for 2015 remain approximately the same as 2014. Franchise fees are slightly higher than 2014 with the exception of the telephone.
- 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 based on 2014 actual and collections through April 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 \$9,612,798 through four months or 29.74% of budget.

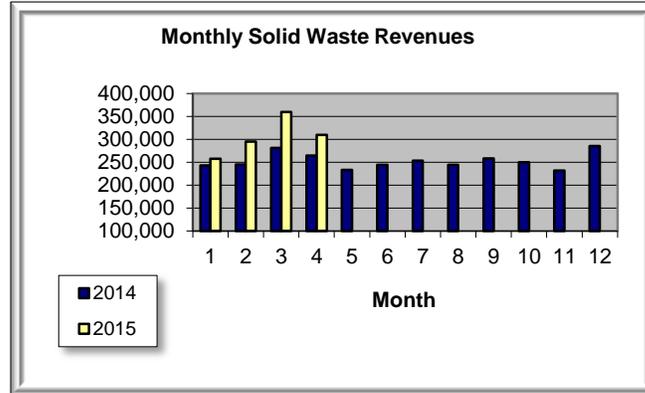


A main expense is Wholesale Electric in the Utility Fund. The 2015 revised budget for wholesale electric is \$19,500,000. The wholesale electric expense for April was not available at this printing.

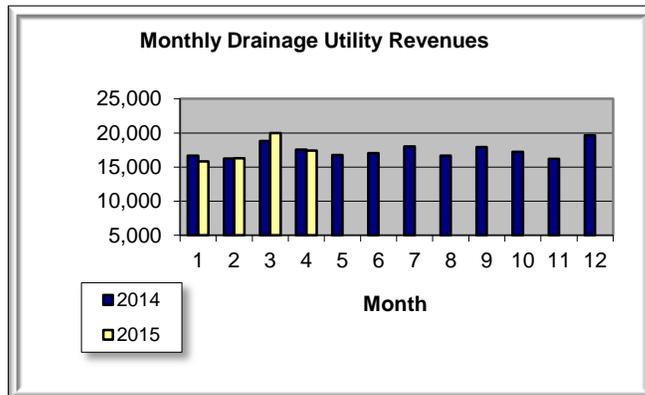


**City of Garden City  
 Monthly Financial Report FY 2015  
 For the Four Months Ended  
 April 30, 2015**

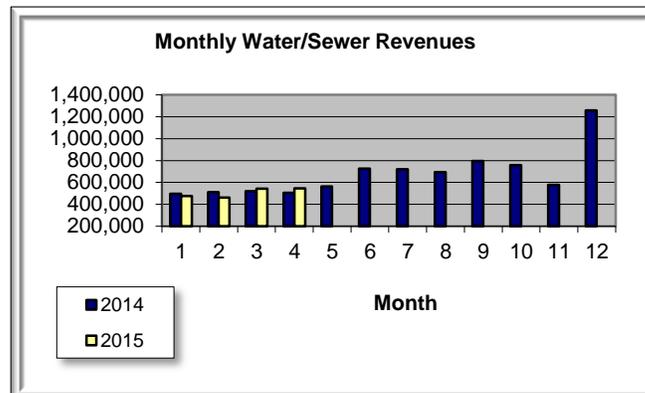
■ Solid Waste revenues – revised budget at \$3,451,750 for 2015 were \$1,221,754 through four months or 35.40% of budget.



■ Drainage Utility revenues – revised budget at \$207,500 for 2015 were \$69,540 through four months or 33.51%.



■ Water and Sewage revenues - revised budget at \$8,164,750 for 2015 were \$2,029,251 through four months or 24.85% of budget.





CITY OF GARDEN CITY, KANSAS  
 Comparison of Cash Balances with Encumbrances and Composition of Cash  
 For the Four Months Ended April 30, 2015

Fund	Unencumbered Cash Balance 1/1/2015	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 4/30/2015	Add Payables and Encumbrances	Treasurer's Cash 4/30/2015
<b>Operating</b>						
1 General	5,499,874.19	8,262,681.24	7,351,519.33	6,411,036.10	299,534.00	6,710,570.10
<b>Debt Service Fund</b>						
40 Bond and Interest	521,036.83	1,552,489.96	296,069.12	1,777,457.67	0.00	1,777,457.67
<b>Special Revenue Funds</b>						
4 TIF	566,068.41	432,104.93	328,973.82	669,199.52	0.00	669,199.52
5 Capital Improvement	940,431.34	2,980.79	20,204.30	923,207.83	0.00	923,207.83
6 Community Development Loan	15,251.69	2,007.76	0.00	17,259.45	0.00	17,259.45
7 Cemetery Endowment	30,369.43	1,911.45	0.00	32,280.88	0.00	32,280.88
8 Community Trust	1,650,502.33	113,292.57	181,385.90	1,582,409.00	166,200.00	1,748,609.00
10 DEA Forfeiture	18,078.62	-4,211.30	160.04	13,707.28	0.00	13,707.28
11 Drug Enforcement	70,498.18	11,086.91	0.00	81,585.09	0.00	81,585.09
15 Enhanced Wireless 911	359,727.98	58,923.11	51,850.31	366,800.78	0.00	366,800.78
18 Finnup Trust	89,955.66	0.00	7,249.14	82,706.52	0.00	82,706.52
19 JAG Grant	0.00	11,942.00	0.00	11,942.00	0.00	11,942.00
25 Recreation	0.00	551,612.53	551,612.53	0.00	0.00	0.00
26 Special Improvements	-16,899.02	-61.42	-21,325.48	4,365.04	0.00	4,365.04
27 Special Liability	161,338.38	0.00	72,178.54	89,159.84	0.00	89,159.84
29 Special Alcohol Programs	55,144.05	30,133.96	0.00	85,278.01	0.00	85,278.01
30 Special Recreation and Parks	113,692.92	34,369.98	19,579.39	128,483.51	0.00	128,483.51
32 Special Trafficway	975,114.66	344,713.83	236,910.63	1,082,917.86	123,617.00	1,206,534.86
50 Community Development Grant	0.00	0.00	0.00	0.00	0.00	0.00
52 Economic Development	386,767.58	5,803.01	351.52	392,219.07	0.00	392,219.07
54 RHID Security Fund	0.00	0.00	0.00	0.00	0.00	0.00
Total Special Revenue	5,666,042.21	1,597,623.76	1,450,144.29	5,813,521.68	289,817.00	6,103,338.68
<b>Capital Projects Funds</b>						
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	781,909.05	1,625,534.20	0.00	1,625,534.20
49 2013-Temp Notes Schulman Cross	1,295,415.45	0.00	445,293.28	850,122.17	0.00	850,122.17
Total Capital Projects	3,881,978.18	0.00	1,224,202.62	2,657,775.56	0.00	2,657,775.56
<b>Enterprise Funds</b>						
Electric Utility:						
67 Capital Reserve	750,000.00	250,000.00	0.00	1,000,000.00	0.00	1,000,000.00
68 General	4,780,787.17	9,612,797.97	7,145,961.52	7,247,623.62	714,241.78	7,961,865.40
69 Security Deposits	467,473.29	98,440.00	19,596.74	546,316.55	0.00	546,316.55
Total Electric Utility	5,998,260.46	9,961,237.97	7,165,558.26	8,793,940.17	714,241.78	9,508,181.95
Water and Sewer Utility:						
80 General	2,947,952.73	2,029,251.33	1,730,671.23	3,246,532.83	0.00	3,246,532.83
81 Wastewater Repair and Replacem	317,765.83	43,809.60	0.00	361,575.43	0.00	361,575.43
82 Water and Sewage Maintenance F	372,046.29	52,401.06	0.00	424,447.35	0.00	424,447.35
Total Water and Sewer Utility	3,637,764.85	2,125,461.99	1,730,671.23	4,032,555.61	0.00	4,032,555.61
Airport:						
60 General	521,676.76	613,443.93	273,957.46	861,163.23	0.00	861,163.23
61 Airport Improvement	98,758.68	42,032.01	69,396.53	71,394.16	0.00	71,394.16
Total Airport	620,435.44	655,475.94	343,353.99	932,557.39	0.00	932,557.39
Solid Waste Utility:						
75 General	1,395,919.80	1,221,753.58	858,067.68	1,759,605.70	460,067.00	2,219,672.70
Recreation Area:						
70 General Golf Course	50,162.64	313,880.06	280,399.79	83,642.91	21,846.00	105,488.91
71 Golf Course Building	6,957.48	583.00	0.00	7,540.48	0.00	7,540.48
Total Recreation Area	57,120.12	314,463.06	280,399.79	91,183.39	21,846.00	113,029.39
Drainage Utility:						
79 General	399,384.41	69,540.48	35,330.25	433,594.64	0.00	433,594.64
<b>Internal Service Funds</b>						
55 Health Insurance	324,738.40	1,111,805.20	1,297,416.57	139,127.03	0.00	139,127.03
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	15.75	12,839.39	467,761.58	0.00	467,761.58
Total Internal Service	1,882,002.96	1,552,070.95	1,560,745.16	1,873,328.75	0.00	1,873,328.75
Total All Funds	29,559,819.45	27,312,798.93	22,296,061.72	34,576,556.66	1,785,505.78	36,362,062.44



City of Garden City  
Statement of Revenues and Expenditures-General Fund Revenues  
From 4/1/2015 Through 4/30/2015

**001 - GENERAL FUND**

		Curr Month			
		Collections	YTD Collections	Revised Budget	Uncollected Balance
<b>Income</b>					
3022	CONNECTING LINKS	18,425.10	111,983.67	75,000.00	36,983.67
3023	CONSUMER USE TAX	63,163.16	1,156,169.51	800,000.00	356,169.51
3028	LIQUOR CONSUMPTION TAX	0.00	129,072.44	79,000.00	50,072.44
3035	STATE REVENUE STAMP	0.00	(1,150.00)	0.00	(1,150.00)
3040	AD VALOREM TAX	0.00	5,275,079.74	3,405,000.00	1,870,079.74
3041	AD VALOREM BACK TAX	0.00	166,299.45	140,000.00	26,299.45
3044	CITY SALES TAX	493,539.22	8,283,656.08	5,750,000.00	2,533,656.08
3046	COUNTY SALES TAX	302,974.93	4,924,420.19	3,450,000.00	1,474,420.19
3055	MOTOR VEHICLE TAX	0.00	632,692.13	455,000.00	177,692.13
3056	RECREATIONAL VEHICLE TAX	0.00	4,948.86	3,600.00	1,348.86
3057	HEAVY DUTY VEHICLE TAX	0.00	5,100.81	3,300.00	1,800.81
3058	COMMERCIAL VEHICLE TAX	0.00	30,272.63	0.00	30,272.63
3065	CATV FRANCHISE	0.00	292,316.78	230,000.00	62,316.78
3066	GAS UTILITY FRANCHISE	208,199.74	799,643.27	440,000.00	359,643.27
3067	TELEPHONE FRANCHISE	4,895.04	84,045.08	68,000.00	16,045.08
3115	CEMETERY SPACES	2,650.00	56,200.00	50,000.00	6,200.00
3301.01	ANIMAL BOARDING	1,276.58	17,371.46	15,000.00	2,371.46
3301.02	CAR STORAGE & TOWING	1,706.00	29,650.00	15,000.00	14,650.00
3301.05	FEES-FALSE ALARM	0.00	5,200.00	2,200.00	3,000.00
3301.07	FEES-GATE RECEIPTS	3,180.00	28,376.00	22,000.00	6,376.00
3301.08	FEES-GRAVE OPENINGS	4,275.00	87,935.00	60,000.00	27,935.00
3301.09	FEES-MONUMENT SETTING	250.00	3,400.00	3,000.00	400.00
3301.10	FEES-PLAT FILING	260.00	1,895.33	1,500.00	395.33
3301.11	FEES-REZONING	450.00	5,770.00	3,000.00	2,770.00
3301.12	FEES-RURAL FIRE CONTRACTS	0.00	188,329.12	200,000.00	(11,670.88)
3301.13	FEES-WAIVER FILING	90.00	10,215.31	2,000.00	8,215.31
3301.16	FINES-MUNICIPAL COURT	69,454.07	1,213,571.85	960,000.00	253,571.85
3301.17	FEES-STATE JUDGE	120.50	1,720.76	1,750.00	(29.24)
3301.18	FEES-STATE LAW ENFORCEMENT	4,556.83	65,201.78	55,000.00	10,201.78
3301.19	FEES-REINSTATEMENT	486.00	11,745.00	12,000.00	(255.00)
3301.20	FEES-RESTITUTION	(291.98)	(674.65)	0.00	(674.65)
3301.21	LEGAL COPIES	251.75	4,065.15	3,000.00	1,065.15
3301.22	PROBATION SCREENING	0.00	30.00	250.00	(220.00)
3301.23	FEES-CRIME STOPPER INFRACTION	1,667.00	22,857.00	10,000.00	12,857.00
3301.24	FEES-CRIME STOPPER MAJOR	(4.00)	1,388.00	0.00	1,388.00
3350.01	LICENSE-AMUSEMENT	0.00	100.00	2,000.00	(1,900.00)
3350.02	LICENSE-ARBORIST	0.00	800.00	500.00	300.00
3350.03	LICENSE-CEREAL MALT BEVERAGE	50.00	3,875.00	2,000.00	1,875.00
3350.04	LICENSE-CONTRACTOR	1,200.00	42,165.00	30,000.00	12,165.00
3350.06	LICENSE-ELECTRICIAN	780.00	9,779.00	6,500.00	3,279.00
3350.08	LICENSE-ITINERANT MERCHANT	1,120.00	12,385.00	8,000.00	4,385.00
3350.09	LICENSE-LIQUOR	1,500.00	7,150.00	5,000.00	2,150.00
3350.10	LICENSE-MECHANICAL	240.00	6,705.60	3,000.00	3,705.60
3350.12	LICENSE-PAWN SHOP	0.00	300.00	100.00	200.00
3350.13	LICENSE-PLUMBER	420.00	4,990.00	4,000.00	990.00
3350.15	LICENSE-TAXI	0.00	75.00	200.00	(125.00)
3350.16	TAGS-DOG & CAT	263.15	3,782.01	2,000.00	1,782.01
3400.01	PERMITS-BUILDING	22,342.30	313,274.62	200,000.00	113,274.62



City of Garden City  
Statement of Revenues and Expenditures-General Fund Revenues  
From 4/1/2015 Through 4/30/2015

3400.02	PERMITS-CURB CUT	408.00	2,088.00	250.00	1,838.00
3400.03	PERMITS-ELECTRIC	666.00	10,627.25	8,500.00	2,127.25
3400.04	PERMITS-EXCAVATION	120.00	4,320.00	2,500.00	1,820.00
3400.05	PERMITS-GAS	174.00	5,940.00	5,000.00	940.00
3400.06	PERMITS-HOUSE MOVING	0.00	280.00	0.00	280.00
3400.08	PERMITS-MECHANICAL	1,072.00	14,899.75	12,000.00	2,899.75
3400.08	PERMITS-MECHANICAL	2,116.00	17,015.75	12,000.00	5,015.75
3400.09	PERMITS-PLUMBING	3,112.00	23,993.50	10,000.00	13,993.50
3400.11	PERMITS-TV & SIGN	185.00	12,752.00	10,000.00	2,752.00
3435	INTEREST INCOME	2,031.30	41,565.33	37,500.00	4,065.33
3437	FINANCE CHARGE INCOME	6,938.75	59,322.49	12,000.00	47,322.49
3440.02	RENTAL-CITY FACILITIES	976.03	51,076.86	50,000.00	1,076.86
3440.03	RENTAL-DEPOT	100.00	1,600.00	1,200.00	400.00
3447	ROYALTIES-GAS WELLS	1,307.05	39,974.29	30,000.00	9,974.29
3450	SALE OF PROPERTY-AUCTION	4,500.00	27,255.55	15,000.00	12,255.55
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	0.00	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	4,260,625.69	2,793,600.00	1,467,025.69
3470.08	REIMBURSE-COUNTY	7,747.49	258,918.51	160,000.00	98,918.51
3470.09	REIMBURSE-HOLCOMB	0.00	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	0.00	1,173.74	0.00	1,173.74
3600.02	MISCELLANEOUS-CEMETERY	925.00	4,954.75	0.00	4,954.75
3600.04	MISCELLANEOUS-INSPECTION	0.00	85.00	1,487.00	(1,402.00)
3600.07	MISCELLANEOUS-POLICE	35.00	280.00	0.00	280.00
3600.08	MISCELLANEOUS-STREET	0.00	50,000.00	50,000.00	0.00
	Total Income	<u>1,571,007.01</u>	<u>29,715,392.59</u>	<u>20,499,537.00</u>	<u>9,215,855.59</u>



City of Garden City  
Statement of Revenues and Expenditures-General Fund Expenses  
From 4/1/2015 Through 4/30/2015

**001 - GENERAL FUND**

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	3,888.30	23,147.77	106,320.00	83,172.23
112	CITY MANAGER	33,035.53	202,772.73	522,150.00	319,377.27
113	SERVICE AND FINANCE	52,960.45	255,983.75	758,250.00	502,266.25
114	LEGAL SERVICES	14,351.48	46,380.27	137,000.00	90,619.73
115	MUNICIPAL COURT	35,268.76	159,068.03	711,000.00	551,931.97
116	HUMAN RESOURCES	54,435.81	109,812.30	234,750.00	124,937.70
117	INFORMATION TECH	24,796.30	86,144.40	494,800.00	408,655.60
118	CITY PROSECUTION	<u>23,367.32</u>	<u>106,804.11</u>	<u>292,000.00</u>	<u>185,195.89</u>
	Total Administration	242,103.95	990,113.36	3,256,270.00	2,266,156.64
121	POLICE-ADMINISTRATIVE	202,250.72	514,599.69	1,782,250.00	1,267,650.31
122	POLICE-INVESTIGATIONS	73,267.33	317,328.56	886,750.00	569,421.44
123	POLICE-PATROL	269,295.23	1,203,159.32	3,503,750.00	2,300,590.68
124	POLICE-SUPPORT SERVICES	86,026.33	435,008.94	1,420,000.00	984,991.06
125	POLICE-ANIMAL CONTROL	<u>21,219.61</u>	<u>81,252.83</u>	<u>251,000.00</u>	<u>169,747.17</u>
	Total Police	652,059.22	2,551,349.34	7,843,750.00	5,292,400.66
131	PUBLIC WORKS-PLANNING,COMM	27,877.40	127,999.72	371,250.00	243,250.28
132	PUBLIC WORKS-ENGINEERING	12,125.07	81,944.20	250,250.00	168,305.80
133	PUBLIC WORKS-STREET MAINT	319,629.63	816,573.10	1,542,500.00	725,926.90
134	PUBLIC WORKS-INSPECTIONS	33,824.80	144,002.94	440,750.00	296,747.06
135	PUBLIC WORKS-PARKS	<u>64,746.62</u>	<u>303,770.93</u>	<u>1,030,950.00</u>	<u>727,179.07</u>
	Total Public Works	458,203.52	1,474,290.89	3,635,700.00	2,161,409.11
141	ZOO-ADMINISTRATIVE	53,035.83	171,732.20	464,500.00	292,767.80
142	ZOO-MAINTENANCE DIVISION	24,518.00	99,725.51	384,750.00	285,024.49
144	ZOO-ANIMAL DIVISION	<u>81,079.23</u>	<u>372,218.28</u>	<u>1,197,500.00</u>	<u>825,281.72</u>
	Total Zoo	158,633.06	643,675.99	2,046,750.00	1,403,074.01
151	FIRE-ADMINISTRATIVE	16,889.21	95,139.31	406,500.00	311,360.69
152	FIRE-OPERATIONS	126,186.56	933,189.85	2,695,000.00	1,761,810.15
153	FIRE-VOLUNTEERS	532.20	2,531.74	22,000.00	19,468.26
154	FIRE-ARFF STATION	<u>0.00</u>	<u>1,361.36</u>	<u>96,000.00</u>	<u>94,638.64</u>
	Total Fire	143,607.97	1,032,222.26	3,219,500.00	2,187,277.74
161	CEMETERY-OPERATIONS	32,290.15	137,189.83	532,350.00	395,160.17
171	CAPITAL IMPROVEMENT	185,963.42	522,115.66	1,232,700.00	710,584.34
181	EMPLOYEE BENEFITS	<u>0.00</u>	<u>300,000.00</u>	<u>300,000.00</u>	<u>0.00</u>
	Total Expenses	<u>1,872,861.29</u>	<u>7,650,957.33</u>	<u>22,067,020.00</u>	<u>14,416,062.67</u>



City of Garden City  
Statement of Revenues and Expenditures-Utility Fund Revenues  
From 4/1/2015 Through 4/30/2015

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,204,871.08	9,235,870.82	31,040,565.00	(21,804,694.18)
3110.01	COLLECTIONS-COIN BOX	(480.75)	(232.13)	0.00	(232.13)
3118	CONNECT FEES	9,335.00	27,913.00	98,292.00	(70,379.00)
3150	IDENTIFIED LONG/SHORT	(286.81)	(889.52)	0.00	(889.52)
3151	UNIDENTIFIED LONG/SHORT	(39.20)	75.89	0.00	75.89
3154	INSUFFICIENT FUNDS CHECKS	313.60	(90.55)	0.00	(90.55)
3155	RETURNED CHECK CHARGE	275.00	1,575.00	4,853.00	(3,278.00)
3185	PENALTIES	0.00	0.00	75,622.00	(75,622.00)
3201	REIMBURSE-DEVELOPER	0.00	11,632.00	27,683.00	(16,051.00)
3435	INTEREST INCOME	19.18	61.65	3,129.00	(3,067.35)
3492	SALES TAX	80,808.94	329,473.82	1,070,618.00	(741,144.18)
3600	MISCELLANEOUS	466.66	7,407.99	2,400.00	5,007.99
	Total Electric	2,295,282.70	9,612,797.97	32,323,162.00	(22,710,364.03)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	281,813.53	1,121,938.43	3,340,000.00	(2,218,061.57)
3185	PENALTIES	24,304.90	83,404.47	80,000.00	3,404.47
3195	RECYCLING SALES	3,570.41	16,016.16	30,000.00	(13,983.84)
3435	INTEREST INCOME	122.74	394.52	1,250.00	(855.48)
3515	FUEL TAX REFUND	0.00	0.00	500.00	(500.00)
	Total Solid Waste	309,811.58	1,221,753.58	3,451,750.00	(2,229,996.42)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	17,397.35	69,540.48	207,250.00	(137,709.52)
3435	INTEREST INCOME	0.00	0.00	250.00	(250.00)
	Total Drainage Utility	17,397.35	69,540.48	207,500.00	(137,959.52)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	212,282.13	836,617.76	2,660,000.00	(1,823,382.24)
3103	COLLECTIONS-WATER	268,890.00	994,059.59	4,500,000.00	(3,505,940.41)
3118	CONNECT FEES	1,410.00	4,860.00	18,000.00	(13,140.00)
3120	COUNTY SEWER FEES	19,441.52	43,021.12	112,000.00	(68,978.88)
3130	FIRE LEG FEES	0.00	14,900.00	15,000.00	(100.00)
3185	PENALTIES	0.00	357.86	120,000.00	(119,642.14)
3201	REIMBURSE-DEVELOPER	3,000.00	13,534.84	15,000.00	(1,465.16)
3225	SALE OF MATERIAL	2,276.80	2,732.97	15,000.00	(12,267.03)
3228	SEWER MAINTENANCE FEES	346.00	918.00	4,500.00	(3,582.00)
3229	SEWER TANK FEES	19,260.07	57,300.99	125,000.00	(67,699.01)
3257	WATER TANK SALES	2,089.00	14,407.76	40,000.00	(25,592.24)
3260	WATER TAP FEES	12,152.38	33,063.98	40,000.00	(6,936.02)
3494	TAX-WATER CONSUMPTION	3,028.98	10,608.96	65,000.00	(54,391.04)
3515	FUEL TAX REFUND	0.00	0.00	250.00	(250.00)
3600	MISCELLANEOUS	670.00	2,867.50	10,000.00	(7,132.50)
4010.20	TRANSFER-WTR SYS MAINT RESV	0.00	0.00	150,000.00	(150,000.00)
4010.21	TRANSFER-WASTEWTR R&R RESV	0.00	0.00	275,000.00	(275,000.00)
	Total Water and Wastewater	544,846.88	2,029,251.33	8,164,750.00	(6,135,498.67)
	Total Income	3,167,338.51	12,933,343.36	44,147,162.00	(31,213,818.64)

# Garden City Fire Department

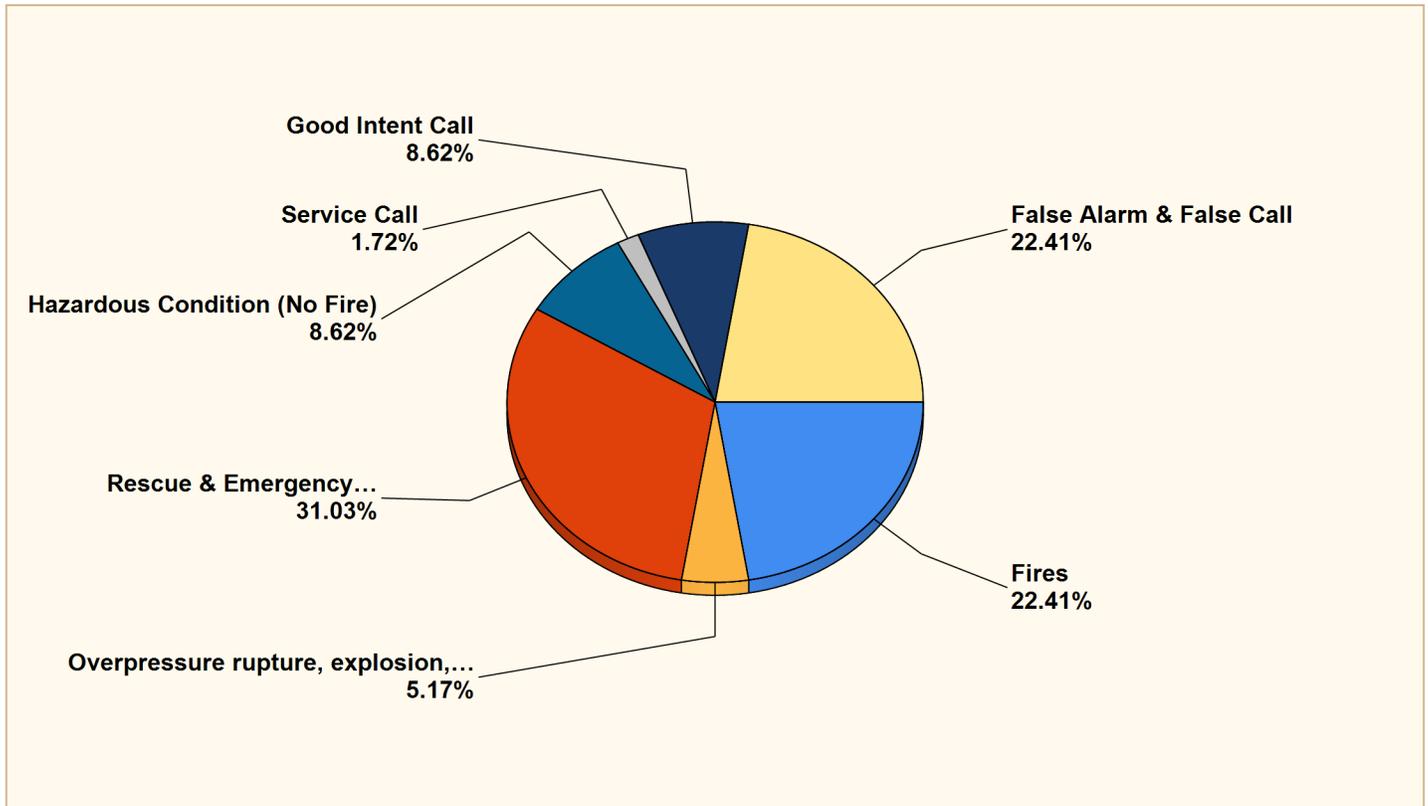
Garden City, KS

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 04/01/2015 | End Date: 04/30/2015



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	13	22.41%
Overpressure rupture, explosion, overheating - no fire	3	5.17%
Rescue & Emergency Medical Service	18	31.03%
Hazardous Condition (No Fire)	5	8.62%
Service Call	1	1.72%
Good Intent Call	5	8.62%
False Alarm & False Call	13	22.41%
<b>TOTAL</b>	<b>58</b>	<b>100.00%</b>

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

### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	2	3.45%
118 - Trash or rubbish fire, contained	1	1.72%
131 - Passenger vehicle fire	1	1.72%
137 - Camper or recreational vehicle (RV) fire	1	1.72%
142 - Brush or brush-and-grass mixture fire	1	1.72%
143 - Grass fire	3	5.17%
150 - Outside rubbish fire, other	1	1.72%
154 - Dumpster or other outside trash receptacle fire	2	3.45%
171 - Cultivated grain or crop fire	1	1.72%
221 - Overpressure rupture of air or gas pipe/pipeline	1	1.72%
251 - Excessive heat, scorch burns with no ignition	2	3.45%
311 - Medical assist, assist EMS crew	1	1.72%
322 - Motor vehicle accident with injuries	11	18.97%
324 - Motor vehicle accident with no injuries.	6	10.34%
412 - Gas leak (natural gas or LPG)	1	1.72%
444 - Power line down	2	3.45%
451 - Biological hazard, confirmed or suspected	1	1.72%
471 - Explosive, bomb removal (for bomb scare, use 721)	1	1.72%
561 - Unauthorized burning	1	1.72%
600 - Good intent call, other	2	3.45%
611 - Dispatched & cancelled en route	2	3.45%
622 - No incident found on arrival at dispatch address	1	1.72%
700 - False alarm or false call, other	4	6.90%
733 - Smoke detector activation due to malfunction	2	3.45%
735 - Alarm system sounded due to malfunction	1	1.72%
741 - Sprinkler activation, no fire - unintentional	1	1.72%
743 - Smoke detector activation, no fire - unintentional	4	6.90%
745 - Alarm system activation, no fire - unintentional	1	1.72%
<b>TOTAL INCIDENTS:</b>	<b>58</b>	<b>100.00%</b>

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

# Garden City Fire Department

Garden City, KS

This report was generated on 5/13/2015 10:53:10 AM



## Incident Statistics

Start Date: 04/01/2015 | End Date: 04/30/2015

INCIDENT COUNT		
INCIDENT TYPE	# INCIDENTS	
EMS	18	
FIRE	40	
<b>TOTAL</b>	<b>58</b>	
TOTAL TRANSPORTS		
APPARATUS	# of TRANSPORTS	
<b>TOTAL</b>		
PRE-INCIDENT VALUE	LOSSES	
<b>\$11,000.00</b>	<b>\$2,200.00</b>	
CO CHECKS		
<b>TOTAL</b>		
MUTUAL AID		
Aid Type	Total	
Aid Received	1	
OVERLAPPING CALLS		
# OVERLAPPING	% OVERLAPPING	
2	3.45	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 1	0:05:46	0:06:50
Station 2	0:06:37	0:09:03
<b>AVERAGE FOR ALL CALLS</b>		<b>0:07:30</b>
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 1	0:01:50	0:01:31
Station 2	0:01:26	0:02:31
<b>AVERAGE FOR ALL CALLS</b>		<b>0:01:59</b>
AGENCY	AVERAGE TIME ON SCENE (MM:SS)	
Garden City Fire Department	30:10	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. Average Response and Turnout Times only include Apparatus with the response mode of "Lights and Sirens".

# Garden City Fire Department

Garden City, KS

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StartDate: 04/01/2015 | EndDate: 04/30/2015

OCCUPANCY	COUNT
<b>INSPECTION TYPE: Assembly Use</b>	
Assembly	1
<b>INSPECTION TYPE: CMB &amp; Liquor License</b>	
Motel/Hotel	1
<b>INSPECTION TYPE: Company</b>	
Assembly	1
Auto Repair	1
Auto Sales and Maintenance	3
Bank	1
Beauty/Barber Shop	6
Business Office	22
Church/Places of Worship	1
Convenience Store	1
Hazardous Materials Facility	1
Medical/Dental Office	1
Mercantile	25
Moderate Hazard Storage	1
Motel/Hotel	1
Restaurant	1
<b>INSPECTION TYPE: Fire Protection System Inspection</b>	
Bank	1
<b>INSPECTION TYPE: Hood and Duct Inspection</b>	
Restaurant	1
<b>INSPECTION TYPE: Reinspection</b>	
Business Office	1

Locked inspections only.

**CITY PROJECT UPDATES  
2015**

Revision No.5 - Date: May 13, 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.			
<b>ENGINEERING - ADMINISTRATIVE</b>																		
Capital Improvements Bond Issue									Ord?	Sale?	Closed?			0%	?/?/2015	0%		
Petitions for New Developments														0%		0%		
<b>ENGINEERING - HIGHWAYS &amp; MAJOR STREETS</b>																		
<b>A. STATE/FEDERAL AID</b>																		
KLINK Fulton St. to Kansas					Const?	Const?	Const?							100%	8/29/13	80%	\$587,081 City share \$387,081	
East Kansas Ped/Bike Facility						Easements								99%		0%	\$831,000 2015 construction City share \$166,200	
GI - Kansas Avenue Widening						Design								95%		0%	\$1,743,800 2015 work City share \$893,800	
KLINK - FY2014, 15 & 16														Design?	Design?	Design?	\$800,000 2015-16 work City share \$400,000	
<b>B. TE PROJECTS</b>																		
Windsor Hotel stabilization		Const	Const	Const	Const	Const	Const?	Const?						100%	3/13/14	63%	\$924,423 Preservation Alliance share \$313,063	
<b>ENGINEERING - LOCAL STREETS</b>																		
<b>A. CITY RECONSTRUCTION/CONSTRUCTION</b>																		
KDOT Fund Exchange projects															0%	4/1/15	0%	\$261,680 FY 2014 - postponed to 2015, Arterial & Collector Modified Sealing
KDOT Fund Exchange projects															0%	?/?/2015	0%	\$286,000 FY 2015 - Walnut & Buffalo Jones
Harvest Street Construction															99%	?/?/2015	0%	\$150,000 Working with developer.
New Community Sidewalks															0%		36%	\$30,000 \$10,891 - New Sidewalks throughout the Community, Filling Gaps
<b>B. DRAINAGE PROJECTS</b>																		
FEMA Floodplain related projects															0%	On-hold	0%	Waiting on FEMA's letter.
<b>C. TRAFFIC SIGNAL PROJECTS</b>																		
Pedestrian Activated Warning Sign															0%	In-house	0%	\$ 15,000
Vehicle Detection Upgrades															0%	In-house	0%	\$ 35,000
<b>D. SUBDIVISION CONSTRUCTION &amp; SPECIAL ASSESSMENT PROJECTS</b>																		
Samy Addition															100%	7/29/14	99%	\$1,575,000 Infrastructure for the Old Chicago, hotel & waterpark project
Clarion Park Estates															100%		30%	\$1,153,000 subdivision improvements
Prairie View Acres															100%		25%	\$600,000 subdivision improvements
<b>PUBLIC WORKS - STREET MAINTENANCE PROJECTS</b>																		
Steve																		
Street Sealing Program															100%	4/1/15	0%	\$414,554 Cycle Two
Crack Sealing Program															100%	?/?/2015	0%	\$143,424 2015 Cycle 2(172,000 lbs. \$191,150) - 2016 Cycle 3(186,000 lbs. \$212,900)
Community Sidewalk/Driveway															0%		62%	\$20,000 (Res. 2 - \$1206.85 & Com. 1 - \$374, Obligated \$10,800.00, Available Funds \$7,619)
<b>FIRE</b>																		
Design Central Station Remodel															0%		0%	\$85,000 Design the Central Fire Station addition and remodel.
<b>POLICE</b>																		
Design Indoor Shooting Range															15%		0%	\$50,000 Conduct a study and 30% preliminary design plans.

## CITY PROJECT UPDATES 2015

Revision No.5 - Date: May 13, 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.		
<b>PUBLIC WORKS - PARKS &amp; GROUNDS</b>																	
2014 Street Tree Pruning Prog.									Mark?	Bid?	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?					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	45%		City/County Project to relocate the Santa Fe Park
<b>REGIONAL AIRPORT</b>																	
Design Partial Twy F and Twy C	Design	Design	Design	FAA									100%		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%	5/6/15	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
<b>RECREATION</b>																	
Finnup Park Walking Trail Phase 2			Const	FINAL									100%	4/10/14	100%	\$60,000	Sunflower Trails Grant to Rec Commission, City share \$30,000
Swimming Pool Pipe Replacement	Const	Const	Const	FINAL									100%		100%	\$199,762	replace filler pipelines in pool floor and reconstruct west wall
<b>ZOO</b>																	
Elephant Yard Expansion													0%		0%	\$423,000	Under Review
Construct Picnic Shelter						Design?	Design?	Design?	Bid?	Const?	Const?		0%		0%	\$36,000	Finnup Foundation \$15,000, City \$21,000
Maintenance Sealing Program						Const?	Const?	Const?					100%	1/??/2015	0%	\$19,630	In-house process
<b>ELECTRIC</b>																	
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?	75%			\$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
<b>WATER</b>																	
Building Construction		Const	Const	Const	Const	Const?	Const?	Const?	Const?	Const?	Const?	Const?	100%	12/29/15	15%	\$1,201,800	New Water Service Building at Electric Service Facility
Main Replacement - Lyle Avenue	Design	Design	Design	Design	Design	Design?	Design?	Design?	Design?	Design?	Design?	Design?	95%			\$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?				\$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?	95%			\$74,000	Fulton east of the US83/US 50 interchange. Highly recommended in 2014 Master Plan

## CITY PROJECT UPDATES 2015

Revision No.5 - Date: May 13, 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.		
<b>WATER CONT.</b>																	
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)
<b>WASTEWATER</b>																	
SCADA Development		Design?	Design?	Design?	Const?	Const?	75%				\$125,000 WWTP Operation and Security						
Airport Lagoon			Design?			Const?							0%				\$85,000 Rip-rap banks per KDHE
Campus & Harding Lift Station	<b>BID</b>			Const?	Const?	Const?							100%	1/27/15	0%		\$119,800 Rehab Lift station from wet/drywell to wetwell/submersible pumps
Manhole Rehabilitation			BID					<b>Const</b>									\$45,000 Various
Rehabilitation of Lift Station																	\$115,000 Mary Street
Design of Major Electrical Repairs							Design?										\$85,000 Oxidation Ditch



**CONSIDERATION OF  
APPROPRIATION ORDINANCE**

# Ordinances & Resolutions



## MEMORANDUM

**TO:** City Commission  
**FROM:** Matt Allen, City Manager  
**DATE:** May 15, 2015  
**RE:** Consideration of a Resolution of Support for a TIGER VII grant application to improve rail along the Southwest Chief line and a pledge of financial support

---

### CITY COMMISSION

JANET A. DOLL,

Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

### Issue

The Governing Body is asked to consider a Resolution of Support for a TIGER VII grant application and is asked to consider a pledge of financial support in the amount of \$12,500.

### Background

Similar to the TIGER VI application submitted last year by the City of Garden City, many cities, counties and passenger rail grassroots groups along the portion of the Southwest Chief which runs through western Kansas, Colorado and New Mexico are pledging a local match. These contributions, which combine with state DOT funds, BNSF funds and Amtrak funds, make for a more competitive grant application. This year, the City of La Junta, Colorado is submitting the application.

### Alternatives

1. Approve the Resolution which authorizes \$12,500 in pledged match for a successful grant application.
2. Deny the Resolution.

### Recommendation

Staff recommends approval.

### Fiscal Note

\$12,500.

### CITY ADMINISTRATIVE

CENTER

301 N. 8<sup>TH</sup>

P.O. Box 998

GARDEN CITY, KS

67846-0998

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

RESOLUTION NO. \_\_\_\_\_-2015

**A RESOLUTION ENCOURAGING EFFORTS TO MAINTAIN THE  
SOUTHWEST CHIEF PASSENGER SERVICE THROUGH THE STATE  
OF COLORADO AND PLEDGE FINANCIAL PARTICIPATION IN THE  
LAJUNTA COLORADO TIGER VII GRANT APPLICATION MATCH**

**WHEREAS**, Amtrak's Southwest Chief serves Kansas on its route between Chicago and Los Angeles on the host railroad line of Burlington Northern Santa Fe; and

**WHEREAS**, eastbound and westbound trains stop at Garden City daily and served more than 49,418 Kansas passengers in 2014; and

**WHEREAS**, Amtrak provides a transportation link to the residents of southwest Kansas that is of growing importance and will likely become critical as rising energy prices curtail the attractiveness of driving and flying; and

**WHEREAS**, railway freight traffic has declined, thereby reducing monies customarily set aside for rail maintenance and consequently forcing travel at lower speeds; and

**WHEREAS**, it has been estimated that the rail traversed by the Southwest Chief is in immediate need of more than \$100 million in rail repairs in three states, including Kansas, Colorado and New Mexico, in order to resume normal speeds; and

**WHEREAS**, it has been further projected that rail repairs over the course of the entire rail will total \$300 million over the next ten years; and

**WHEREAS**, Amtrak is unable to make said repairs given current fiscal conditions; and

**WHEREAS**, the Southwest Chief Rural Rail Partnership, of which Garden City is a member, has joined many other communities in Kansas and Colorado to support both financially and legislatively the upgrade of the line between Kansas, Colorado and New Mexico; and

**WHEREAS**, in 2014 the City of Garden City on behalf of the Southwest Chief Rural Rail Partnership successfully applied and received a \$12,469,963.00 TIGER VI Discretionary Grant to be utilized for repairs along the Kansas portion of this route; and

**WHEREAS**, the City of La Junta, Colorado, intends to apply for TIGER VII funding to continue needed repairs through the Colorado section of this line.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the City of Garden City, Kansas that the City of Garden City offers our support of the La Junta, Colorado, TIGER VII application and agrees to pledge \$12,500.00 toward the grant match to be paid in 2016 should the grant be awarded.

**ADOPTED** by the Governing Body of the City of Garden City, Kansas this 19th day of May 2015.

---

Janet A. Doll, Mayor

ATTEST:

---

Celyn N. Hurtado, City Clerk



## MEMORANDUM

**DATE:** May 14, 2015  
**TO:** Mayor & City Commission  
**FROM:** Melinda Hitz, Finance Director  
**RE:** Amending Lease Purchase Resolutions

---

CITY COMMISSION

JANET A. DOLL,  
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

**Issue:** Governing Body consideration and approval of two resolutions for previous lease purchases for the Police and Fire Departments with Clayton Holdings, LLC that require an updated signature line due to the change in Mayor.

**Background:** Governing Body previously approved two resolutions for equipment for the Police and Fire Departments. The Financial Institution requires a new resolution for each lease purchase with the current City Mayor's signature.

**Alternatives:** None.

**Recommendation:** Governing Body to approve the two resolutions that Janet A. Doll will be the signature on the documents going forward.

**Fiscal Impact:** None.

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

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RESOLUTION NO. \_\_\_\_\_-2015

**A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT (LEASE NO. 5000127-006) FOR POLICE DEPARTMENT EQUIPMENT WITH CLAYTON HOLDINGS, LLC.**

The undersigned, being the officer identified below of The City of Garden City, Kansas (the "Lessee"), hereby certifies that the following is a true and correct copy of a resolution adopted by the Governing Body of the Lessee at a meeting duly held on May 19, 2015.

\*\*\*

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

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

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

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
<u>Mayor</u>	<u>Janet A. Doll</u>	_____

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

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

\*\*\*

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

WITNESS my hand this 19<sup>th</sup> day of May 2015.

**Lessee: The City of Garden City, Kansas**

\_\_\_\_\_  
Janet A. Doll, Mayor

ATTEST:

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

RESOLUTION NO. \_\_\_\_\_-2015

**A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT (LEASE NO. 5000127-007) FOR POLICE AND FIRE DEPARTMENT EQUIPMENT WITH CLAYTON HOLDINGS, LLC.**

The undersigned, being the officer identified below of The City of Garden City, Kansas (the "Lessee"), hereby certifies that the following is a true and correct copy of a resolution adopted by the Governing Body of the Lessee at a meeting duly held on May 19, 2015.

\*\*\*

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

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

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

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
<u>Mayor</u>	<u>Janet A. Doll</u>	_____

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

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

\*\*\*

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

WITNESS my hand this 19th day of May 2015.

**Lessee: The City of Garden City, Kansas**

\_\_\_\_\_  
Janet A. Doll, Mayor

ATTEST:

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

# Old Business



# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 13 May 2015

**RE:** KANSAS AVENUE WIDENING PROJECT – CONSULTANT SELECTION

## **Engineering Department**

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

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

### ISSUE

The Kansas Avenue widening project is in final design stages. The City must select a consulting engineering firm to provide construction engineering (inspection) and right-of-way acquisition services.

### BACKGROUND

An RFQ was sent to five qualified firms; all five responded.

- Kirkham Michael, Ellsworth #
- Earles Engineering and Inspection, Inc., Salina and Liberal #
- SMH Consultants, Inc., Manhattan #
- Wilson & Company, Salina
- H. W. Lochner, Salina  
# advanced for interview

The selection committee, Commissioner Fankhauser, Assistant City Engineer Harper and myself, reviewed the submittals and advanced the three firms noted for interviews. SMH withdrew from consideration prior to the interview.

Telephone interviews were conducted today, and the committee recommends negotiating a contract for the necessary services with Earles Engineering and Inspections, Inc.

### ALTERNATIVES

- 1) The Governing Body may concur with the selection committee recommendation.
- 2) The Governing Body may direct the committee to
- 3) The Governing Body may defer action until a later date.

### RECOMMENDATION

Staff recommends negotiating a professional services contract with Earles Engineering and Inspections, Inc.

### FISCAL

Costs of these services are included in the 2014 GO Bond issue, 042-91-000-6400.01.



**PUBLIC UTILITIES  
DEPARTMENT**

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

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

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

ED BORGMAN  
Waste Water  
Superintendent  
345 S Jennie Barker Rd  
620.276.1281

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**MEMORANDUM**

TO: Governing Body  
THRU: Matt Allen, City Manager  
FROM: Mike Muirhead, Public Utilities Director  
DATE : May 19, 2015  
RE : Franchise Request

---

**ISSUE:**

The Wheatland Electric Cooperative (WEC) has requested consideration of the Governing Body for issuing a franchise agreement to provide electrical service to annexed areas. Pursuant to K.S.A.66-1,176 WEC has presented an analysis of the 9 factors used in the statute for the City to consider in granting a franchise.

The City of Garden City has presented an analysis of the 9 factors for the Governing Body consideration for the Garden City Electric Utility to serve the annexed areas.

The Governing Body on April 21, 2015 approved the procedural schedule outlined in a memorandum from me dated April 16, 2015 (attached) as the schedule of events to follow regarding the determination of electric service / franchise for the newly annexed area.

**BACKGROUND:**

The Governing Body purchased the Jameson property (Property) on January 2, 2013 and it was annexed into the city corporate bounds on November 12, 2014 through Ordinance No. 2674-2014. The Property is currently zoned I-3, Heavy Industrial and is located adjacent to the Garden City Wastewater Treatment Plant, and the Jameson Energy Center. A map of the area is attached.

On April 1, 2015 WEC asked for a franchise agreement in a letter from Mr. James McVey, WEC's legal counsel to provide electric services to the Property. This letter to the City Attorney outlined their position of the 9 factors to be considered by the Governing Body. This letter is attached.

On April 17, 2015 Mr. Muirhead emailed Mr. Bruce Mueller, General Manager of WEC (attached) that the proposed procedural schedule would be considered by the Governing Body.

On April 30, 2015 the Governing Body considered and approved the procedural schedule outlined in a memorandum from Mr. Muirhead dated April 16, 2015 (attached) as the schedule to follow regarding the determination of electric service / franchise for the Property. Ms. Beth Looney, Assistant General Manager of WEC was in attendance at the meeting, but she did not comment about the schedule.



**PUBLIC UTILITIES  
DEPARTMENT**

MIKE MUIRHEAD  
Public Utilities  
Director  
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On April 30, 2015 the City sent its analysis of the 9 factors (attached) to WEC.

On May 4, 2015 the City received a letter (attached) from WEC stating that they could not respond by the May 6, 2015 schedule and that they may have something to the City by May 18, 2015.

As of May 14, 2015 the City has not received any additional correspondence from WEC. The City intends to follow the procedural schedule approved by the Governing Body. If any additional information is received from WEC, staff will forward it to the Governing Body as soon as it is received.

**ALTERNATIVE:**

- 1) Governing Body approve request, and issue a franchise agreement to the Wheatland Electric Cooperative.
- 2) Governing Body does not approve request, and denies the issuance of a franchise agreement to the Wheatland Electric Cooperative.

**RECOMMENDATION:**

Staff has no recommendation.

**FISCAL NOTE:**

The only known financial impact to the City will be the cost to purchase the three customers from WEC and connect them to the City System. However, this cost has not been provided to the City by WEC. Garden City would fairly and adequately compensate WEC in accordance with K.S.A. 66-1,176 for these small loads, just as it has in the past with all annexations.



**PUBLIC UTILITIES  
DEPARTMENT**

MIKE MUIRHEAD  
Public Utilities  
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**MEMORANDUM**

TO: Governing Body  
THRU: Matt Allen, City Manager  
FROM: Mike Muirhead, Public Utilities Director  
DATE : May 14, 2015  
RE : Franchise Request / Approved Procedural Schedule

---

**ISSUE:**

The Wheatland Electric Cooperative (WEC) requested consideration of the Governing Body to issue a franchise agreement to them to provide electrical services to recently annexed City property.

The Governing Body on April 21, 2015 approved the procedural schedule outlined in a memorandum from me dated April 16, 2015 (attached) as the schedule of events to follow regarding the determination of electric service / franchise for the newly annexed area.

**BACKGROUND:**

The Governing Body purchased the Jameson property (Property) on January 2, 2013 and it was annexed into the city corporate bounds on November 12, 2014 through Ordinance No. 2674-2014. The Property is currently zoned I-3, Heavy Industrial and is located adjacent to the Garden City Wastewater Treatment Plant, and the Jameson Energy Center. A map of the area is attached.

On April 1, 2015 WEC asked for a franchise agreement in a letter from Mr. James McVey, WEC's legal counsel to provide electric services to the Property. This letter to the City Attorney outlined their position of the 9 factors to be considered by the Governing Body. This letter is attached.

On April 17, 2015 Mr. Muirhead emailed Mr. Bruce Mueller, General Manager of WEC (attached) that the proposed procedural schedule would be considered by the Governing Body.

On April 30, 2015 the Governing Body considered and approved the procedural schedule outlined in a memorandum from Mr. Muirhead dated April 16, 2015 (attached) as the schedule to follow regarding the determination of electric service / franchise for the Property. Ms. Beth Looney, Assistant General Manager of WEC was in attendance at the meeting, but she did not comment about the schedule.

On April 30, 2015 the City sent its analysis of the 9 factors (attached) to WEC.



**PUBLIC UTILITIES  
DEPARTMENT**

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On May 4, 2015 the City received a letter (attached) from WEC stating that they could not respond by the May 6, 2015 schedule and that they may have something to the City by May 18, 2015.

As of May 14, 2015 the City has not received any additional correspondence from WEC. The City intends to follow the procedural schedule approved by the Governing Body. If any additional information is received from WEC, staff will forward it to the Governing Body as soon as it is received.

**ALTERNATIVE:**

No alternatives to consider during this review process.

**RECOMMENDATION:**

No recommendation from staff.

**FISCAL NOTE:**

None at this time.



**PUBLIC UTILITIES  
DEPARTMENT**

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Public Utilities  
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## MEMORANDUM

TO : Governing Body  
THRU: Matt Allen, City Manager  
FROM: Mike Muirhead, Public Utilities Director  
DATE : April 16, 2015  
RE : Procedural Schedule

---

**ISSUE:**

Set a procedural schedule for determination of electric service / franchise for annexed areas.

**BACKGROUND:**

The Wheatland Electric Cooperative (WEC) has requested consideration of the Governing Body for issuing a franchise agreement to provide electrical service to annexed areas. Pursuant to K.S.A.66-1,176 WEC has presented an analysis of the 9 factors used in the statute for the City to consider in granting a franchise. This procedural schedule will provide a schedule for both the WEC and the City of Garden City to follow.

**ALTERNATIVE:**

April 21, 2015 Set procedural schedule  
April 30, 2015 City's Analysis or 9 factors  
May 6, 2015 WEC reply to City  
May 12, 2015 City's Reply  
May 14, 2015 Analysis presented to City Commission  
May 19, 2015 City Commission final determination.

**RECCOMENDATION:**

Staff recommends approval of the procedural schedule outlined above.

**FISCAL NOTE:**

No financial impact by setting the procedural schedule.



LAW OFFICES OF  
WATKINS CALCARA, CHTD.

MARK D. CALCARA  
MARK A. RONDEAU  
RICHARD L. FRIEDEMANN  
ALLEN G. GLENDENNING\*  
JAMES M. MCVAY  
ROBIN R. FABRICTUS\*\*  
CHRISTOPHER J. SHEPARD  
TAYLOR P. CALCARA

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\*Licensed in Kansas and Colorado  
\*\*Licensed in Kansas and Missouri

Of Counsel  
L. EARL WATKINS, JR.

WICHITA OFFICE  
Phone 316-239-6200

April 1, 2015

Randall Grisell  
124 Grant Avenue  
Garden City, Kansas 67846

Re: Garden City Annexation  
Our File No. 994.11177

Dear Randy:

Enclosed please find a form copy of our franchise agreement for annexations. It is a little different than the agreements that you have seen in the past. It defines the annexed area boundaries, and then throughout the agreement, it makes clear that all services are within the defined area.

By earlier e-mail you wanted a letter from Wheatland addressing the nine factors set forth in K.S.A. 66-1,176. Regarding factors 1-3, Wheatland believes it will be in the best interest of Garden City (City) and potential future customers locating on the annexed land to use Wheatland as a franchisee in the annexed area. Wheatland is already the holder of the certified service territory for the purpose of providing electrical service to this area. Wheatland has a long history of successfully providing municipalities with electric service. We have the staff, management and operation personnel to successfully address electric service, and any potential emergent situation for the City. No other entity can provide the full service of Wheatland; Wheatland has 57 employees within a few miles of this property ready to respond to any situation.

Also, enclosed please find Wheatland's current rate schedules. These rate schedules are "all-in" including transmission costs and Wheatland's Local Access Charges for its 34.5 kV lines. In exchange, we would also request whatever "all-in" rates the City would use from other suppliers. As a deregulated electric utility, Wheatland is able to offer contractual rate schedules apart from those that are attached which are capable of being more than competitive with any other supplier.

We do not want a situation where we provide our rates and then have a different supplier review our rates and undercut our rates by exercising market power due to its inside intelligence. I am confident that our rates will be very competitive, and we would work hard to ensure that Wheatland's rates are in the best interest of the City and potential future customers locating on the annexed land. We believe that the customer's desire should be of paramount importance to the City in establishing a franchise. We

are confident that a customer, especially a large commercial operation, would obviously serve its own best interest. As such, the customer's personal desires for power supplier should be heard and observed by the City.

Specifically addressing factors four and five, Wheatland is an electric distribution cooperative, whereas the City is a municipal electric system. Wheatland is a not - for - profit utility, while the City is free to set rates which may earn returns for the City or set rates which may be used to fund other municipal programs which may not benefit the electric consumer in the annexed area. As such, if Wheatland were to serve the load in the annexed area, it has no motivation to charge the annexed load more than it costs to serve the load. This is clearly in the best interest of the potential customers in the annexed area. In the event Wheatland's rates return revenues in excess of its expenses, Wheatland is required to return the excess revenue to its member/customers in the form of rate reductions or patronage capital. This would economically benefit the potential customers in the annexed area and the 36,000 meters/member customers that Wheatland serves within its certified service territory.

Furthermore, the wholesale power that Wheatland utilizes to serve its member customers, including the potential customers in the annexed area, comes from Sunflower Electric Power Corporation (Sunflower). Sunflower is a generation and transmission cooperative. Like Wheatland, as a cooperative, Sunflower may only collect revenues to cover expenses. Any excess revenues are returned to the member consumers in the form of rate reductions or patronage capital. In this respect, if Wheatland were to serve the potential customers in the annexed area with power supply from Sunflower, Sunflower would have more kW hours of sales with which to spread its fixed expenses. This would result in lower rates and/or increased patronage capital to six distribution cooperatives who collectively serve 200,000 member customers in western Kansas. Clearly the economic impact of serving the potential customers in the annexed area will have a greater good to the local and regional community if that load is served by Wheatland.

Factor six through nine seemed to touch upon many of the same themes. The bottom line is Wheatland already has existing infrastructure and facilities that are in the best position to serve any potential customers in the newly annexed area. Also, Wheatland has electrical infrastructure in place that can easily serve new industrial loads on the recently annexed property. An existing Wheatland 34.5 kV three phase sub-transmission line borders the west and north side of this property. An existing Wheatland 15 kV three phase distribution line borders the southern and eastern side of this property. Any additional electric facilities brought into the property from another supplier would be a duplication of the electrical infrastructure and would further encumber the land. This could clearly interfere with Wheatland's ability to serve existing electrical customers in the general area.

If you have any questions, do not hesitate to contact me. I look forward to hearing from you about the rate issue. We want to make certain that we are not subject to being undercut by a different supplier. Thank you for your attention to this matter.

Sincerely,

WATKINS, CALCARA, CHTD.

James M. McVay

JMM/cmc  
Enclosures

## Mike Muirhead

---

**From:** Mike Muirhead  
**Sent:** Friday, April 17, 2015 4:08 PM  
**To:** Mueller, Bruce  
**Cc:** Randall Grisell; Jim McVay; Looney, Beth  
**Subject:** RE: Garden City Commission Agenda

Very good.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

**From:** "Mueller, Bruce"  
**Date:** 04/17/2015 4:00 PM (GMT-06:00)  
**To:** Mike Muirhead  
**Cc:** Randall Grisell, Jim McVay, "Looney, Beth"  
**Subject:** RE: Garden City Commission Agenda

Mike: Thank you. Beth Looney and potentially Jim McVay will be in attendance from Wheatland.

You have great weekend also.

*Bruce W. Mueller*

General Manager  
Wheatland Electric Cooperative  
P.O. Box 230  
Scott City, KS 67871  
Phone: 620-872-5885  
Cell: 620-214-1597

---

**From:** Mike Muirhead [<mailto:Mike.Muirhead@gardencityks.us>]  
**Sent:** Friday, April 17, 2015 3:41 PM  
**To:** Mueller, Bruce  
**Cc:** Randall Grisell  
**Subject:** Garden City Commission Agenda

Bruce,

Please find attached a copy of the proposed City Commission agenda and memorandum for the April 21, 2015 meeting. The meeting will start at 1:00 PM in the City Commission Chambers here at City Hall in Garden City.

Some items on the agenda may move around before it is in final form, but I wanted to provide you with the information regarding a procedural schedule for the City Commission to consider.

It is currently listed under XII. E. *Governing Body is asked to set a procedural schedule for determination of electric service/franchise for annexed areas.*

Have a great weekend, and feel free to call should you have questions.

Mike

Mike Muirhead  
Public Utilities Director  
301 N. 8<sup>th</sup> St.  
P.O. Box 998  
Garden City, KS 67846

620-271-1577

[Mike.Muirhead@gardencityks.us](mailto:Mike.Muirhead@gardencityks.us)

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Unless specifically stated, this email does not create a legal relationship between the recipient and Wheatland Electric Cooperative, Inc., and Wheatland disclaims any liability for the consequences of any actions taken by recipient on the basis of the information provided in this email or its attachments. Nothing in this email constitutes a binding offer, acceptance or opinion for Wheatland Electric Cooperative, Inc. unless specifically and explicitly set forth in a separate document. This email is intended solely for the use of the intended recipient(s) and may contain information that is confidential, privileged or otherwise protected from disclosure. Any unauthorized review, copying, use, disclosure or distribution is prohibited. If you are not the intended recipient of this email, please immediately notify the sender, and delete the email and any attachments from your system.

**D|G**  
**DOERING & GRISELL, P.A.**

ATTORNEYS AT LAW  
124 GRANT AVENUE  
GARDEN CITY, KANSAS 67846  
TEL: (620) 275-8084  
FAX: (620) 275-5076

Michael C. Doering  
Randall D. Grisell  
Jacob M. Cunningham

miked@gcnet.com  
randyg@gcnet.com  
jacobc@gcnet.com

---

April 30, 2015

**VIA U.S. MAIL/EMAIL** (jmcvay@wcrf.com)

James M. McVay  
WATKINS CALCARA, CHTD.  
P. O. Drawer 1110  
Great Bend, Kansas 67530-1110

Re: K.S.A. 66-1,176 Analysis-  
City of Garden City, Kansas

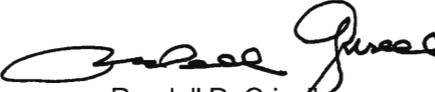
Dear Jim:

Enclosed with this correspondence is a memorandum from Mike Muirhead, Public Utilities Director, City of Garden City, Kansas (City). The City has analyzed the nine (9) factors set out in K.S.A. 66-1,176. Also included is your correspondence of April 1, 2015, which contains the request of Wheatland Electric Cooperative, Inc. (WEC) for the K.S.A. 66-1,176 analysis, as well as your comments about the nine (9) factors.

According to the procedural schedule established by the City Commission, the enclosed analysis is to be submitted to WEC on April 30, 2015. WEC is to submit a reply to the City on or before May 6, 2015. The reply should address the City's analysis, together with information WEC would like the Governing Body to consider in its final determination as to whether a franchise should be granted to WEC for the annexed City owned property. On or before May 12, 2015, the City will forward a response to WEC, and on May 14, 2015, the Governing Body will consider the information provided and make a determination concerning the franchise request.

If you have any questions, please contact me.

Very truly yours,

  
Randall D. Grisell

RDG:pbb  
pc: Matthew C. Allen, City Manager  
Michael J. Muirhead, Director, Public Utilities  
W:\RDG\CITY\WHEATLAND.ELEC\McVay.ltr(FranchiseAnalysis).docx

LAW OFFICES OF  
**WATKINS CALCARA**, CHTD.

MARK D. CALCARA  
MARK A. RONDEAU  
RICHARD L. FRIEDEMANN  
ALLEN G. GLENDENNING\*  
JAMES M. MCVAY  
ROBIN R. FABRICIUS\*\*  
CHRISTOPHER J. SHEPARD

1321 MAIN, SUITE 300  
P.O. DRAWER 1110  
GREAT BEND, KANSAS 67530  
Phone 620-792-8231  
FAX 620-792-2775  
[www.wcrf.com](http://www.wcrf.com)

\*Licensed in Kansas and Colorado  
\*\*Licensed in Kansas and Missouri

TAYLOR P. CALCARA  
Of Counsel  
L. EARL WATKINS, JR.

WICHITA OFFICE  
Phone 316-239-6200

May 4, 2015

Randall Grisell  
Doering & Grisell, P.A.  
124 Grant Ave.  
Garden City, Kansas 67846

Re: Annexation of Jameson  
Our File No. 994.11177

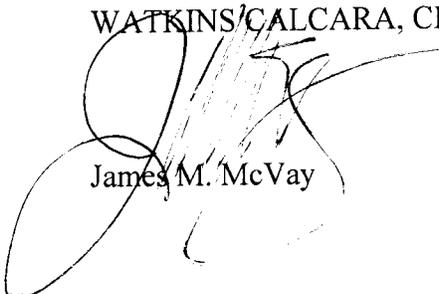
Dear Randy:

I am unable to respond to your letter dated April 30, 2015, before May 6, 2015. First, Wheatland was not consulted on the time line adopted by the City. Also, the management team is out of state for most of this week and key technical personnel are currently out of the office. Once the necessary personnel have returned, I will be in a better position to respond. I anticipate forwarding my response to you no later than May 18, 2015.

Thank you for your attention to this matter.

Sincerely,

WATKINS/CALCARA, CHTD.



James M. McVay

JMM/mdm

# New Business



## Garden City Fire Department

P.O. Box 998  
302 N. 9<sup>th</sup>  
Garden City, KS 67846  
E-mail: Allen.Shelton@gardencityks.us

Allen Shelton  
Fire Chief  
(620) 276-1140  
Fax: (620) 276-1142

### MEMO

---

**To:** GOVERNING BODY

**From:** Fire Chief Allen Shelton

**Date:** May 12, 2015

**Re:** Discharge of fireworks within city limits specific days and times related to July 4th

---

#### ISSUE

The discharge of 1.4G small consumer fireworks within the city limits of Garden City, specific to the sale of 1.4G consumer fireworks in the County of Finney County.

#### BACKGROUND

The discharge of 1.4G small consumer fireworks within the city limits of Garden City has been a long standing option for its citizens during the July 4<sup>th</sup> season, specifically corresponding within several days of the sale of fireworks in Finney County.

Sell of 1.4G small consumer fireworks in Finney County historically has been from June 27<sup>th</sup> through July 5<sup>th</sup> with the discharge of 1.4G consumer fireworks coinciding with that of the city from July 3<sup>rd</sup> through July 5<sup>th</sup>. Finney County commission is willing to change the date of discharge of fireworks to coincide with that of Garden City should the dates change.

History of fires due to heat source explosive/ fireworks, June 27<sup>th</sup> to July 5<sup>th</sup> city/county:

- 2012–0
- 2013–7 firework related – 13 undetermined source grass, shrubs, ditches and dumpsters
- 2014 - 0 - none

Firework related calls to Garden City Police Department as provide by Captain Utz:

- 2012 – 149 calls; 89 attempt to locate, 6 written warnings, 21 warnings, 18 unable to locate, 9 no report, 1 cancelled, 5 adult arrests
- 2013 – 141 calls; 80 attempt to locate, 13 written warnings, 34 warnings, 7 unable to locate, 3 no report, 2 unfounded, 3 citations and 2 arrests.
- 2014- 151 calls; 26 unable to locate, 12 written warnings, 40 warnings, 26 unable to locate, 6 no reports and 1 citation.

## ALTERNATIVES

- Waiver of specific section of Cities code of Ordinance 62-12 to allow for discharge of 1.4G small consumer fireworks within the city limits of Garden City during the days of July 3, 2015 to July 5, 2015 from 10:30 a.m. to 10:30 p.m.
- Waiver of specific section of Cities code of Ordinance 62-12 to allow for discharge of 1.4G small consumer fireworks within the city limits of Garden City during the days of June 27<sup>th</sup> to July 5, 2015 from 10:30 a.m. to 10:30 p.m., to coincide with the sale of 1.4G small consumer fireworks within the County of Finney County.
- No waiver of Cities code of Ordinance 62-12 to allow for the discharge of fireworks within the city limits of Garden City.

## RECOMMENDATION

Staff recommendation is to allow the discharge of 1.4G small consumer fireworks within the cities limits of Garden City, Kansas from the dates of June 27<sup>th</sup> through July 5<sup>th</sup> within the hours of 10:30 a.m. to 10:30 p.m..

Recommendation is based on the previous years of firework related calls for the Garden City Fire Department and firework related calls for the Garden City Police Department.

## FISCAL

None

*Allen Shelton*

To: Governing Body  
 From: Rachelle Powell  
 Date: May 12, 2015  
 RE: AIP 3-20-0024-37 - Construction of Partial Parallel Taxiway F

**ISSUE**

Governing Body consideration and acceptance of the low bid for the Airport Improvement Program (AIP) 3-20-0024-37 - construction of Partial Parallel Taxiway F at Garden City Regional Airport.

**BACKGROUND**

Runway 12 does not have a taxiway connected to the end of the runway. Aircraft are forced to back-taxi on the runway, which creates a hazardous situation. The FAA Runway Safety Team highly recommended construction of a partial parallel taxiway that connects to the end of Runway 12 in order to eliminate back-taxiing aircraft. The project was designed in 2014 with AIP 3-20-0024-36. The project will construct the partial parallel Taxiway F to the end of runway 12. The project also includes constructing 28' of concrete for the Aircraft Rescue and Fire Fighting (ARFF) access road. ARFF personnel and the FAA Part 139 Inspector highly recommended the widening of the access road from the current width of 14' to 42'. The current width impairs ARFF personnel's ability to meet the FAA required response time. Visual references are included.

Two bids were received on May 6, 2015 as presented in the accompanying information from David Johnson, HNTB. The project is 90% funded by the FAA and 10% City of Garden City funds. Please find additional information below:

	<b>Total</b>
<i>Engineers Estimate</i>	\$ 1,558,988.00
<b>Smoky Hill, LLC</b>	<b>\$ 1,453,572.90</b>
Koss Construction Company	\$ 1,844,124.05

**ALTERNATIVES**

1. Governing Body acceptance of the low bid from Smoky Hill, LLC in the amount of \$1,453,572.90, subject to FAA concurrence and full grant approval.
  - a. Governing Body authorization for the City Manager to execute the FAA Grant Application.
  - b. Governing Body authorization for the Mayor and City Clerk to execute the contracts when received from the contractor.
2. Governing Body acceptance of the high bid from Koss Construction Company the amount of \$1,844,100.05, subject to FAA concurrence and full grant approval.
  - a. Governing Body authorization for the City Manager to execute the FAA Grant Application.
  - b. Governing Body authorization for the Mayor and City Clerk to execute the contracts when received from the contractor.
3. Governing Body rejects all bids and authorizes a rebid.

**RECOMMENDATION**

Governing Body acceptance of the low bid from Smoky Hill, LLC in the amount of \$1,453,572.90, subject to FAA concurrence and full grant approval.

- a. Governing Body authorization for the City Manager to execute the FAA Grant Application.
- b. Governing Body authorization for the Mayor and City Clerk to execute the contracts when received from the contractor.

**FISCAL NOTE**

The project will be bonded. Construction observation services will be provided by HNTB. The construction observation service costs will be summarized in a Task Order that will be presented to the Governing Body for approval. Construction observation services (Engineering Services) are not included below. Construction costs based upon the recommendation above are included:

Construction	\$1,453,572.90
Engineering Services	\$
<b>Construction Total</b>	<b>\$1,453,572.90</b>
<i>Federal Funds 90%</i>	<i>\$1,308,215.61</i>
<i>City Funds 10%</i>	<i>\$ 145,357.29</i>



Memorandum

To: Governing Body  
Date: May 11, 2015  
From: Maggie Gilmore, Human Resources Assistant  
Ashley Freburg, Communications Specialist  
**RE: Appointments to the Cultural Relations Board**

---

CITY COMMISSION

JANET A. DOLL,  
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

**Issue**

The Governing Body is asked to appoint one (1) member to fill a seat on the Cultural Relations Board.

**Background**

The Cultural Relations Board has one board position with the term expiring in December 2015. Garden City resident, Stephanie Juarez, submitted an application to the Cultural Relations Board and wishes to be considered as a board member. Dr. Debra Bolton served two (2) years of her term and resigned in December of 2014, leaving one vacant seat.

**Alternatives**

1. The Cultural Relations Board requests that the Governing Body appoint Stephanie Juarez to the vacant position that expires December 31, 2015.
2. Do not appoint this applicant to the Cultural Relations Board and recommend that the board continue to recruit board members.

**Recommendations**

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

Stephanie Juarez	Hispanic	Term Expiration	12/31/15
------------------	----------	-----------------	----------

After this appointment, the Cultural Relations Board will have no vacancies.

This applicant is appropriate for the categories required to maintain diversity on the Cultural Relations Board.

**Fiscal Note**

None

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

# Cultural Relations Board - 2015

Meeting Time: 5:15 PM  
 Ord-Res: Resolution  
 No: 1569

Name	Address	Phone (H)	Phone (W)	Phone (C)	Employer	Expires	Apptd	Ethnicity	Reappointed	Resigned
Bolton, Debra	1009 Gillespie Place	275-4902	275-9164	290-4707	K State University Research and Extension	12/31/15	12/18/12	American Indian	Reappointed 12/18/12	12/31/2014
Cassellius, Adam	1118 N. 12th St	715-563-2043			USD 457	12/31/15	12/18/12	Caucasian		
Sabandith, Liz	2001 Apache Dr.	640-3177	277-2167		Tatro Plumbing	12/31/17	12/20/11	Laotian	12/16/2014 - 2nd Term	
C Goné, Geovannie	P.O. Box 1861	805-6015	521-1832		United Healthcare Community Plan of KS	12/31/16	12/3/13	Hispanic		
Le, Dan	209 St. John #9	271-0678				12/31/16	12/3/13	Vietnamese		
VC Murungi-Kisekka, Racheal	1703 Windy View Drive #4	(305) 484-2983			Music Teacher	12/31/17	8/5/14	Ugandan	12/16/14 - 2nd Term	
Aguilar, Karen	1509 Jan Street	(785) 317-0620				12/31/16	8/5/14	Filipino		
Cady, Lisa	2007 Center St.	388-3311			USD 457	12/31/17	12/16/14	Caucasian		
Galvez, Mel	1202 Long Blvd.	316-239-4277	275-1766 Ext. 228		UMAM	12/31/17	12/16/14	Hispanic		

**GARDEN CITY IS MY TOWN TOO!**

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

NAME: Stephanie Juarez \_\_\_\_\_ HOME PHONE: 620.214.3751 \_\_\_\_\_

ADDRESS: 614 Amy St. #A Garden City, KS 67846 WORK PHONE: 620.272.3680 ext. 273 \_\_\_\_\_

E-MAIL ADDRESS: Stephanie.juarez@finneylibrary.org \_\_\_\_\_

OCCUPATION (if employed): Library Director \_\_\_\_\_

PLACE OF EMPLOYMENT: Finney County Public Library \_\_\_\_\_

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 7 months \_\_\_\_\_

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

This board is a vital component in making sure that our diverse populations' needs are met whether for personal, professional, or educational purposes. I believe that the library is a critical instrument to facilitate this. It's my goal that my involvement with the board be beneficial not only to the library, but community as a whole. Changes in library programs and services reflect what our patrons needs are. What better way to address them, than with other community leaders in the area.

OTHER APPLICABLE EXPERIENCE: I have over seven years working in the library profession and have experience with community outreach and providing optimal service in the information profession. \_\_\_\_\_

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

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

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

# Consent Agenda

# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 13 May 2015

**RE:** CENTRAL FIRE STATION ADDITION – ARCHITECT SERVICES

## ISSUE

Staff and Gibson, Mancini, Carmichael and Nelson, PA, (GMCN) have negotiated a contract for design services for the Central Fire Station for Governing Body consideration and approval.

## BACKGROUND

At your May 5<sup>th</sup> meeting, the Governing Body authorized staff to negotiate a contract with GMCN for design services for the Central Fire Station. After discussing the scope of the project, GMCN has submitted the accompanying contract for their services. City Counselor Grisell has reviewed the document.

## ALTERNATIVES

- 1) The Governing Body may approve the contract.
- 2) The Governing Body may deny approval, and provide further directions for staff.

## RECOMMENDATION

Staff recommends Governing Body approval of the contract and authorization for the Mayor and City Clerk to execute the document.

## FISCAL

Costs of the design services are included in the 2015 Fire Department budget.

*Steve Cottrell*



### **Engineering Department**

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

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

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

 **AIA**<sup>®</sup> Document B101<sup>™</sup> – 2007

**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the **Thirteenth** day of **May**  
in the year of **Two Thousand Fifteen (2015)**  
*(In words, indicate day, month and year)*

BETWEEN the Architect's client identified as the Owner:  
*(Name, address and other information)*

**City of Garden City  
301 North 8th Street  
Garden City, Kansas 67846**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
*(Name, address and other information)*

**Gibson, Mancini, Carmichael & Nelson, P.A.  
115 East Laurel Street  
Garden City, Kansas 67846**

for the following Project:  
*(Name, location and detailed description)*

**A dormitory building addition on to the north side of the existing Downtown Central Fire Station located at 302 North Ninth Street. The building addition might also include a full basement below the addition.**

The Owner and Architect agree as follows.

Init.

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## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### EXHIBIT A INITIAL INFORMATION

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Information unknown at this time.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date: **Estimated date of commencement of construction is yet to be determined**
- .2 Substantial Completion date: **Estimated date of project substantial completion is yet to be determined**

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

#### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

Init.

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perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1	General Liability	2,000,000
.2	Automobile Liability	1,000,000
.3	Workers' Compensation	500,000
.4	Professional Liability	2,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

#### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor:  
 (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;  
 (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	A	
§ 4.1.2 Multiple preliminary designs	A	
§ 4.1.3 Measured drawings	A	
§ 4.1.4 Existing facilities surveys	A	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	NP	
§ 4.1.6 Building information modeling	NP	
§ 4.1.7 Civil engineering	A	
§ 4.1.8 Landscape design	A	
§ 4.1.9 Architectural Interior Design (B252™-2007)	A	
§ 4.1.10 Value Analysis (B204™-2007)	NP	
§ 4.1.11 Detailed cost estimating	NP	
§ 4.1.12 On-site project representation	A	
§ 4.1.13 Conformed construction documents	A	
§ 4.1.14 As-designed record drawings	A	
§ 4.1.15 As-constructed record drawings	A	
§ 4.1.16 Post occupancy evaluation	NP	
§ 4.1.17 Facility Support Services (B210™-2007)	NP	
§ 4.1.18 Tenant-related services	NP	
§ 4.1.19 Coordination of Owner's consultants	0	
§ 4.1.20 Telecommunications/data design	0	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	0	
§ 4.1.22 Commissioning (B211™-2007)	NP	
§ 4.1.23 Extensive environmentally responsible design	NP	
§ 4.1.24 LEED® Certification (B214™-2007)	NP	
§ 4.1.25 Fast-track design services	NP	
§ 4.1.26 Historic Preservation (B205™-2007)	NP	
§ 4.1.27 Furniture, Finishings, and Equipment Design (B253™-2007)	NP (See 4.2 below)	
§ 4.1.28 Other	NP	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Architect shall provide preliminary design for layout of proposed furniture and Owner provided equipment.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **One** ( **1** ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 **A maximum of Thirty two** ( **32** ) visits to the site by the Architect over the duration of the Project during construction
- .3 **A maximum of Three** ( **3** ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **One** ( **1** ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within **Twenty-Four** ( **24** ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The

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Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 MEDIATION

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~

~~(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)~~

- ~~Arbitration pursuant to Section 8.3 of this Agreement~~
- ~~Litigation in a court of competent jurisdiction~~
- ~~Other (Specify)~~

## § 8.3 ARBITRATION

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

## § 8.3.4 CONSOLIDATION OR JOINDER

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration~~

~~permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice, should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

**Architect shall be compensated in an amount not to exceed 7% of base bid construction plus 7% of any accepted alternates and 5.6% of any alternates not accepted for implementation.**

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

**If desired and approved in advance by the Owner the Architect (and his consultants) shall be compensated based on specific hours spent on the Project at their hourly rates (plus reimbursable) per Exhibit "A" of this Agreement.**

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

**If desired and approved in advance by the Owner the Architect (and his consultants) shall be compensated based on specific hours spent on the Project at their hourly rates (plus reimbursable) per Exhibit "A" of this Agreement.**

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Zero** percent ( **0** %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase:	<b>Fifteen</b>	percent (	<b>15</b>	%)
Design Development Phase:	<b>Twenty</b>	percent (	<b>20</b>	%)
Construction Documents Phase:	<b>Forty</b>	percent (	<b>40</b>	%)
Bidding or Negotiation Phase:	<b>Five</b>	percent (	<b>5</b>	%)
Construction Phase:	<b>Twenty</b>	percent (	<b>20</b>	%)
 Total Basic Compensation		 one hundred percent (	 <b>100.00</b>	 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**See attached hourly rates per Exhibit "A".**

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 ~~Transportation and authorized out-of-town travel and subsistence;~~
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Ten** percent ( **10** %) of the expenses incurred.

### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars (\$ -0- ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

City of Garden City

Gibson, Mancini, Carmichael & Nelson, P.A.

OWNER (Signature)

*Stewart Nelson*  
ARCHITECT (Signature)

Janet A. Doll, Mayor

Stewart Nelson, President

(Printed name and title)

(Printed name and title)

Attest:

Celyn N. Hurtado, City Clerk

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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**gibson  
architects**

**mancini**

**carmichael**

**&**

**nelson p. a.  
planners**

115 east laurel street ♦ garden city, kansas 67846 ♦ fax (620) 276-6249 ♦ (620) 276-3244

**GIBSON, MANCINI, CARMICHAEL & NELSON, P.A.**  
Hourly Rate Schedule

<u>TITLE</u>	<u>HOURLY RATE</u>
Architect	\$130.00 per hour
Project Manager	\$ 90.00 per hour
Architect in Training	\$ 80.00 per hour
Draftsman	\$ 75.00 per hour
Interior Designer	\$ 80.00 per hour
Clerical	\$ 35.00 per hour

Billing will be done on a monthly basis.



**COMMUNITY  
DEVELOPMENT  
DEPARTMENT**  
SERVING THE  
CITIES OF  
GARDEN CITY  
HOLCOMB  
AND  
FINNEY COUNTY  
620-276-1170

INSPECTIONS  
620-276-1120  
[inspection@garden-city.org](mailto:inspection@garden-city.org)

CODE  
ENFORCEMENT  
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67846-0499  
620.276.1170  
FAX 620.276.1173  
[www.garden-city.org](http://www.garden-city.org)

## MEMORANDUM

**DATE:** May 19, 2015  
**TO:** Mayor & City Commission  
**FROM:** Kaleb Kentner, Planning & Community Development Director  
**cc:** File  
**RE:** 2015 Vegetation Mowing Applicant

---

**Issue:** 2015 Vegetation Mowing Applications for Code Violations

**Background:** The Community Development Department has received applications from Katina M. Eichhorn and Edwin T. Pahls for the 2015 vegetation mowing season at the following rates:

Small Lots- \$30/ hour  
Large Lots- \$70/ hour

Lot size is determined by the Code Compliance Officer.

**Alternatives:**

1. City Commission may approve the applicant.
2. City Commission may not approve the applicant.
3. City Commission may take no action.

**Recommendation:** Staff recommends approving Ms. Eichhorn and Mr. Pahl's application.

**Fiscal Impact:** Fees assessed through the code compliance process cover the cost of contractors. However, if the violator does not pay fees, the City covers the cost of the contractor until the fee is collected through either collections or through specials assessed to the property.

# Other Entities Minutes



**GARDEN CITY REGIONAL AIRPORT  
ADVISORY BOARD MINUTES  
APRIL 9, 2015**

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

**MEMBERS PRESENT**

Ed Fischer, Charlie Robinson, Ken Frey, Darin Germann, and Steve Ziegler

**MEMBERS ABSENT**

Marlo Miller and Max Meschberger

**STAFF PRESENT**

Rachelle Powell and Miranda Benedict

**ITEM 1 PUBLIC COMMENT**

No public comment.

**ITEM 2 APPROVAL OF MARCH 12, 2015 MINUTES**

Charlie Robinson made a motion to approve the March 12, 2015 Airport Advisory Board minutes. Steve Ziegler seconded the motion. The motion passed unanimously.

**ITEM 3 DIRECTOR'S REPORT**

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

**ITEM 4 MONTHLY REPORTS**

Staff discussed the monthly reports with the Airport Advisory Board.

**ITEM 5 BOARD MEMBER COMMENTS**

- A. Ed Fischer – Inquired about Napoli's and future potential plans in the instance that Mario resigns; also inquired about the Master Plan expansion.
- B. Charlie Robinson – Inquired about the load factor on the American Eagle flights and the approximate number of flights that are being oversold.
- C. Ken Frey – No comment
- D. Marlo Miller – Absent

E. Darin Germann – No comment

F. Max Meschberger – Absent

E. Steve Ziegler – No comment

**ITEM 6      ADJOURNMENT**

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

Wednesday, March 25, 2015 4:38 p.m.

## **AGENDA**

Approved

Pollet	Deal	Brock	Nelson	Winter
Aye	Not Present	Aye	Aye	Aye

## **MINUTES**

February 25, 2015

Approved

Pollet	Deal	Brock	Nelson	Winter
Aye	Not Present	Aye	Aye	Aye

## **OLD BUSINESS**

### **New Board Member**

Member Sterling turned in her resignation letter. Janice Deal was voted on and approved during the City Commission meeting. Member Deal is aware she has been elected. Due to short notice of approval she is unable to be at the present meeting however is planning to be here next meeting.

If all members are present next meeting the spot for Vice Chair needs to be decided.

### **Evacuation Plan**

A simple evacuation plan has been created by the Executive Director. Maps for appropriate exits will be finished in the near future. The plan is currently awaiting approval from Emergency Management. It was suggested by Emergency Management that we utilize the State Vulnerable Needs System for tenants who are in need of extra help out of the building during a fire.

Executive Director requests opinions and corrections from the board members.

Chairman Brock: The second paragraph under residence, the first line. Vacate apartment three immediately leaving apartment unlocked. The very last paragraph. The Fire Department resonposded.

Member Pollet: The Fire Department will respond. Under Residence on the first paragraph, if their door is cool, is that when you want them to slightly open the door and look for signs of smoke and fire? Add if the door is cool.

Chairman Brock: On the Tornado Procedure use only the stairs. Change to Only use the stairs.

Member Pollet: The city does the all clear? The plan says for the tenants to stay in their bathroom until an all clear is given.

Executive Director: An all clear will be given over the radio and the television.

Chairman Brock: Add where the tenants will get the all clear from.

Member Pollet: On number two, all tenants will attempt to move?

Chairman Brock: Change to will move to the office hallway.

Member Pollet: Change to the hallway and laundry room on the first floor is the suggested place to move.

**NEW BUSINESS**

**Resolution 15-03 PHA Five Year Plan/Resolution 15-04 Five Year CFP Action Plan**

Notice was sent for a required PHA 5 year plan. The CFP action plan is for the capital fund. The PHA five year plan is for the operating fund. Approval was given by HUD to Executive Director to turn in both the CFP and PHA five year plans the same year. Executive Director changed some things to the CFP five year action plan. The information is the same for both plans the forms are different. Elevator replacement was added to the plan. The Elevators may have to be replaced this year. The quote from KONE was \$17,500. Resolution 15-03 PHA five year plan and resolution 15-04 Changes to the CFP five year action plan.

Resolution 15-03 PHA five year plan approved.

Pollet	Deal	Brock	Nelson	Winter
Aye	Not Present	Aye	Aye	Aye

Resolution 15-04 CFP five year action plan approved.

Pollet	Deal	Brock	Nelson	Winter
Aye	Not Present	Aye	Aye	Aye

## **REAC INSPECTION REPORT**

The Garden City Housing Authority received a score of 99% on the REAC inspection. A majority of the points marked off were due to tenants actions such as furniture in front of windows and smoke detectors displaced from the wall.

## **2014 AUDIT**

The Auditor suggested we discontinue use of Lindsey for fee accounting and possible change software. It was difficult to get certain information from Lindsey to complete our audit. Lindsey was unable to provide a list of added and deleted assets to the auditor, among other things. Overall the audit went well. A new Capitalization Policy needs to be created. Assets are being added that are \$500.00 or more to be depreciated. Lindsey added a few items that were under the \$500.00 mark. When questioned about these items Lindsey informed our Auditor this was policy for the Garden City Housing Authority. Lindsey was unable to provide our Auditor with our Capitalization Policy. Member Nelson inquired if the \$500.00 minimum could be increased. Executive Director will research the minimum amount from other housing authorities.

## **DIRECTOR'S REPORT**

### **FINANCIAL REPORT**

An AR report will now be added in to the financial report per our Auditors request. This is something that was already being done but was only being given to the board chair to sign off on. This is any manual adjustments made to tenant accounts and the reason. A payment was received from the Kansas setoff program on two of the accounts turned over to collections.

### **OCCUPANCY REPORT**

1-Three bedroom open soon due to eviction.

### **WAITING LIST REPORT**

Executive Assistant requests the one bedroom waiting list be closed until a majority of applicants are housed. Board approves.

### **CALENDAR**

There will be an Easter Egg Hunt for the Redwood kids. The office will be closed for Good Friday. Board Meeting is changed to Wednesday April 22, 2015.

### **Public Comment**

No comment.

**BOARD MEMBERS' REPORT**

Member Brock: Nothing to report.

Member Deal: Not Present.

Member Nelson: Nothing to report.

Member Pollet: Nothing to report.

Member Winter: An anonymous tenant would like to pay and install a shade tree to be placed on the northeast corner of the property at Pershing Manor. Executive Director will consider it. Member Winter would like something done about the windows being difficult to open.

**EXECUTIVE SESSION**

15 minutes

Motion for adjournment

Approved

Pollet	Deal	Brock	Nelson	Winter
Aye	Not Present	Aye	Aye	Aye

**Meeting Adjourned 6:01 p.m.**

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**Jennifer Brock, Chairman**

---

**Robyn Graffia, Secretary**

**Garden City Parks & Tree Board  
Minutes of Meeting**

**Date: April 21, 2015**

- I. Call to Order:** John Brennaman called the meeting to order at approximately **5:30 pm.**
- II. Members present:** John Brennaman and Mike Ramsey. Also in attendance were John Klempa – District Forester and Andy Liebelt – Liaison (NO QUORUM)
- III. Members absent:** David Miller, Pat Geier, Ed Sattler, Larry Scheuchzer and David Coltrain.
- IV. Approval of Agenda:** ~~Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the agenda. Motion carried. (NO QUORUM)~~
- V. Approval of Minutes:** ~~Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the minutes as presented. Motion carried. (NO QUORUM)~~
- VI. Fund Report:**
  - A. General Account - **\$26,499.65 – as per end of year budget.**
  - B. Tree Account - **\$35,162.26**
    - 1. 2015 Loans and rebates \$30,000.00 less:  
Five loans are out for \$4300.00 + three rebates for \$2000.00.
  - C. Annual Street Tree Pruning: \$10,000.00
- VII. Staff Report:**
  - A. Report on current department issues.
    - 1. Matt Alan signed off on organizational changes. Andy will be interviewing a 2015 KSU graduate for the horticulturalist position. Currently advertising for turf position.
    - 2. The freeze we had was very hard on the cotoneasters and we did have roses die back on south Main. Andy will likely replant at a cost on \$3000.00 - \$4000.00.
    - 3. The Parks Department will plant Zoysia grass in Santa Fe Park in June.
    - 4. Larry Geier has been hired to build the frame to hold the State Champion Tree signs.
    - 5. The irrigation at Finnup Park is on separate meters and controllers from the zoo.
- VIII. Committee reports:**
- IX. Unfinished Business:**

1. Arbor Day ceremony will be held at St Mary School at 2:45pm on April 24<sup>th</sup>. A Bur Oak has been donated plus every member of the winner's class will receive a Redbud. Mayor Janet Doll has been asked to read the proclamation. Ashley Freeburg, Communications Specialist with the city, has been asked to take photos. Board representative David Miller will hand out mounted posters and prizes.

**X. New Business:**

**XI. Announcements:**

**A.**

- XII. Schedule next meeting** – The next meeting is scheduled for Tuesday, May 19, 2015, at 5:45 p.m.

- XIII. Adjournment** – Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. Motion carried. (NO QUORUM) **The meeting was adjourned at approximately 6:33 p.m.**

# City of Garden City Park & Tree Board Agenda

Tuesday, May 26, 2015 ▪ 5:45 p.m. ▪ Finnup Center

**I. Call Meeting to Order**

**II. Approval of Agenda**

**III. Approval of March and April Minutes**

**IV. Fund Report**

A. General Account - \$35,128.21 -030-6035

B. Tree Trimming and Landscaping Account - \$45,179.32 -030-6039 + 001-5580 + 001-6035

C. 2015 Rebates: 4-\$250 -030-6039R

D. 2015 Tree Loans: 6 - \$5,300 -030-6039

**V. Staff Report**

A. Report on current Departmental Issues

1. Santa Fe Update – 37 Star Power Juniper 5 Gallon – 5-13-15
2. Hired Jerry Finch 3 month seasonal
3. 4 Seasonal Employees Hired for Summer – Looking to hire one more
4. State Champion Tree Signage – Installed South Main at Ruby’s Larry Geier
5. Lions Park – Western added valve and Installed drip line.

Parks installed 21 Karl Forester grasses and 13 Pampas grasses

6. Hired KSU Grad Anthony Reardon as the Horticulturalist. Starts June 1<sup>st</sup>
7. Replacing 5 Trees on Main Street
8. Replacing trees on 7<sup>th</sup> and Laurel – Quantity unknown
9. Replacing 40 Cotoneasters throughout city
10. Finnup Grant requested \$42,500 plus \$10,000 future land acquisition
11. Redoing Water Department landscape
12. Replacing dead plants on Campus wall.

**VI. Committee Report**

**VII. Unfinished Business**

A. City Arborist Breakfast – Marking Vehicles/Carrying License – Discuss in May

**VIII. New Business**

A. Interviewed Brandon Schmidt for Turf Specialist Position 5-21-15

**IX. Announcements**

**X. Schedule Next Meeting**

**XI. Adjournment**

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FINNUP CENTER FOR CONSERVATION  
EDUCATION

5:00 PM, TUESDAY, MAY 5, 2015

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

IV. NEW BUSINESS

1. Zoo Monthly Report
2. FOLRZ Report
3. Open Board Positions
4. Board Tour Dates
5. AZA SAFE

V. OLD BUSINESS

1. Elephant Update

VI. BOARD MEMBER REPORTS

VII. ADJOURN

Thanks.

Kristi (276-1250)

Zoo Advisory Board  
Minutes of Meeting Held  
Tuesday, May 5, 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

- I. The meeting was called to order at 5:16
- II. Approval of Agenda –The agenda was approved.
- III. Approval of Minutes –The minutes from the April meeting were approved.
- IV. New Business
  - a. Zoo Monthly Report – A silkie chicken was euthanized; cancer is suspected, it tested negative for HPAI (avian flu). Kangaroos have been released into their exhibit for the summer. Eggstravaganza and Earth Day both took place and were well attended. The Spirit Nest arrived and was placed in the nature play space; the artist took part in Earth Day as part of his installation work. Modifications to public fences at rhino/elephant and pronghorn yards are ongoing.
  - b. FOLRZ Report – Sponsorship letters for the year’s events were sent out, and the Friends have gotten a good response. The coin funnel and River Mining sluice arrived. The sluice will be assembled Thursday and placed near Cat Canyon. The memorial deck at the duckpond is finished and viewing binoculars will be installed on the deck. A new logo is being designed. Hullabaloo, which will take the place of Blues at the Zoo, will be July 11.
  - c. Open Board Positions – Terms will expire for Evelyn and Kathy; Debbie is stepping down from the board. Kathy came on completing an “unfilled” term so is eligible and offered to serve another term. Evelyn will go off the board. Jimmy will contact someone he knows who is interested in being on the Board and Della Brandenburger has said in the past that she is interested in serving again. Kristi will check with Della & anyone who applied to the general query by the city earlier in the year.
  - d. Board Tour Dates – Kristi is conducting a tour of the zoo for FOLRZ board members on May 12 and 19. ZAB members are welcome to attend these tours, or a tour can be set up later when new board members have started.
  - e. AZA SAFE – AZA will be unveiling on a new program on May 15 – Saving Animals From Extinction. It will coincide with Endangered Species Day. More details to come...
- V. Old Business
  - a. Elephant Update – The first meeting of the stakeholder committee took place. A Request for Proposals was reviewed, slightly modified, and approved. It will be sent to approximately 6 zoos that are interested and meet basic specifications.
- VI. Board Member Reports –
- VII. The meeting was adjourned at 5:50 p.m.

Kristi then showed the Exercise and eat Like an Animal videos to those who could stay.

**Next scheduled Meeting is June 2, 2015 at 5:00 p.m.**