

AGENDA
CITY COMMISSION MEETING
Tuesday, June 16, 2015
1:00 P.M.

- I. No Pre-Meeting.**
- II. REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. PUBLIC COMMENT** Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)
- VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. Battalion Chief Jim Morris requests Governing Body consideration and approval for the use of public rights-of-way on Sunday, August 30, 2015 from 9:30 a.m. - 3:00 p.m. in order to hold the annual fundraising event for the Muscular Dystrophy Association.
 - B. Finney County Historical Society requests Governing Body consideration and approval for a waiver of the sign ordinance and fee for three signs to be placed at Third Street & Kansas Avenue, Main Street zoo entrance and the north zoo fence west of the museum from July 5–12, 2015.
- VII. REPORT OF THE CITY MANAGER.**
 - A. The Safety Committee has chosen Lalo Holguin, Substation Technician in the Electric Department, as the first quarter 2015 Safety Recognition winner.
 - B. The City has received correspondence from Cox Communication regarding the transition from analog to all-digital service.
 - 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 monthly building and code enforcement reports, from Finance Director Hitz the monthly financials, from Fire Chief Shelton the monthly activity report, from Public Works Director Curran the monthly projects update, and from Zoo Director Newland the monthly activity report.
 - D. Meetings of note:
 - ✓ June 14, 2015 – Beef Empire Days Golf Scramble at Buffalo Dunes Golf Course at 8:00 a.m.
 - ✓ June 13, 2015 – Beef Empire Days Chuck Wagon Breakfast at Stevens Park from 6:30 am - 9:30 a.m.
 - ✓ June 13, 2015 – Beef Empire Days Parade on Main Street starting at 10:30 a.m.

- ✓ June 13, 2015 – Beef Empire Days Chuck Wagons in the Park at Stevens Park at 11:30 a.m.
- ✓ June 14, 2015 – Beef Empire Days Classic Car Show at 811 N. Main Street from 11:30 a.m. – 4:00 p.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 at The Golf Club at Southwind at 7:30 a.m.
- ✓ June 18, 2015 – Downtown Farmers Market at Stevens Park from 5:00 p.m. – 8:00 p.m.
- ✓ June 18, 2015 – City of Garden City Employee Night at Garden City Wind – 5:00 p.m. tailgating and 6:30 game
- ✓ June 19, 2015 – Garden City Area Chamber of Commerce Annual Golf tournament at The Golf Club at Southwind at 11:30 a.m.
- ✓ June 20, 2015 – Shop Small Saturday on Main Street
- ✓ June 27, 2015 – Global Bazaar featuring Ten Thousand Villages at Lee Richardson Zoo from 8:00 a.m. – 4:00 p.m.
- ✓ July 11, 2015 – Jungle Run Revival (car show) at Lee Richardson Zoo from 10:00 a.m. to 4:00 p.m.
- ✓ July 11, 2015 – Hullabaloo at the Zoo at 6:00 p.m.
- ✓ July 15, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ August 15, 2015 – Banner Art Walk Preview downtown from 4:00 p.m. – 6:00 p.m.
- ✓ August 19, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ August 29, 2015 – Garden City Area Chamber of Commerce 10th Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
- ✓ September 12, 2015 – A Wild Affair: Celebrating Funky Monkey Style at Finnup Center for Conservation Education at 6:00 p.m.
- ✓ October 1, 2015 – Cultural Diversity Breakfast & Multicultural Summit
- ✓ October 17, 2015 – Boo at the Zoo starts at 4:00 p.m.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

A. Appropriation Ordinance No. 2390-2015A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

A. Resolution No. _____ - 2015, a resolution authorizing the City of Garden City to enter into a municipal lease/purchase agreement (Lease No. 5000127-008) for city wide voice over internet phone system with Clayton Holdings, LLC.

B. Gilbert Valerio, Finney County Emergency Management Director requests Governing Body consideration and adoption of the Regional Mitigation Plan.

1. Resolution No. _____ - 2015, a resolution adopting the South-Southwest Kansas (Region D) Multi-Hazard, Multi - Jurisdictional Hazard Mitigation plan.

X. OLD BUSINESS.

- A. Governing Body consideration and acceptance of the Findings of Governing Body regarding the nine factors for issuing a franchise to the Wheatland Electric Cooperative (WEC).

XI. NEW BUSINESS.

- A. Governing Body consideration of additional power supply contracts and extending existing power supply contracts with the Kansas Municipal Energy Agency (KMEA).

- B. Great Plains Development, Inc. requests City membership and participation in the amount of \$3,750.00. A GPDI membership agreement, summary letter and dues statement is included.

- C. Mr. Charles Claar, Jr., Ms. Theresa Dasenbrock and Ms. Kristin Sekavec of Lewis, Hooper and Dick, the City's auditors, will be present to review with the Governing Body the Comprehensive Annual Financial Report (Audit) for the City of Garden City for the year 2014.

- D. Finance Director Hitz will discuss the following items related to the 2016 Proposed Budget:

- 1. Review the remainder of the General Fund (#01) departments to include Zoo, Fire, Cemetery, Capital Improvement, and Employee benefits along with the general fund revenues. This will conclude the department presentations for the 2016 budget

- E. Staff requests Governing Body consideration of redirecting the use of 2015 KDOT fund exchange program from the previously approved projects to a different project.

- F. Advisory Board Recommendations:

- 1. Zoo Advisory Board – 2 appointments

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

- 1. Governing Body consideration and approval of a crossing guard agreement between the City of Garden City, Kansas and the Board of Education, Unified School District No. 457.
 - 2. Governing Body consideration and approval of a law enforcement officer assignment agreement between the City of Garden City, Kansas, the Garden City Police Department and the Board of Education, Unified School District No. 457.
 - 3. Governing Body consideration and approval of an agreement between the City of Garden City, Kansas and the Board of Trustees of Garden City Community College for use of Buffalo Dunes Golf Course.
 - 4. Governing Body consideration and approval of a contract agreement with Professional Engineering Consultants (PEC) to provide engineering services for a Transportation Study.

5. Earles Engineering & Inspection, Inc. has provided a detailed proposal for Governing Body consideration for construction engineering (inspection) and right-of-way acquisition services for the Kansas Avenue widening project.
6. Permission for Jeffery D. and/or Sharon N. Smith to reserve Spaces 7 and 8, Lot 106, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
7. Permission for James Claussen to reserve Space 5, Lot 6, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

8. Licenses:

(2015 New)

- a) PECOS League (replacement) Cereal Malt Beverage
- b) Decal Construction, LLC Class A General
- c) St. Mary's Electric, LLC Class D-E Electrical
- d) Kruse Corporation Class D-P Plumbing w/ Gas
- e) Buss Mechanical Services, Inc. Class D-P Plumbing w/ Gas
- f) Hector Gutierrez Class D-P Plumbing w/ Gas
- g) Kenny Crouse Corp DBA Canton Enterprises Class E-SOC Specialized Other

XII. CITY COMMISSION REPORTS.

A. Commissioner Dale

B. Mayor Doll

C. Commissioner Law

D. Commissioner Fankhauser

E. Commissioner Cessna

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

June 2, 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, June 2, 2015 with all members present. Commissioner Fankhauser opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Don Jernberg, 1715 Mike's Drive, spoke to the Governing Body about his opposition to the extended dates for fireworks this year.

Commissioner Cessna moved to approve and allow the Mayor to proclaim June 2, 2015 as Joel Salmans Day. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Staff introduced and welcomed Mr. James Dummermuth, City Prosecutor. Jame's first day on the job was May 18, 2015.

Staff provided cost information regarding improvements to Bellevue Avenue between Main Street and Eighth Street. The request for such an improvement was brought before the Commission by a resident during the March 31, 2015 Town Hall Meeting. Staff will continue discussions with affected property owners regarding cost share options for the Commission's consideration at a later date.

Staff provided several items of information for Governing Body review including the following: from Cemetery Director Stevenson the monthly activity report, from Interim Police Chief Prewitt the monthly activity report and from Finance Director Hitz the monthly sales tax report.

Commissioner Cessna requested having a 1-year, 3-year and 5-year comparison of crime activity.

Meetings of note:

- ✓ June 6, 2015 – Beef Empire Days Children's Parade at Stevens Park at 10:00 a.m.
- ✓ June 14, 2015 – Beef Empire Days Golf Scramble at Buffalo Dunes Golf Course at 8:00 a.m.
- ✓ June 13, 2015 – Beef Empire Days Chuck Wagon Breakfast at Stevens Park from 6:30 am - 9:30 a.m.
- ✓ June 13, 2015 – Beef Empire Days Parade on Main Street starting at 10:30 a.m.

- ✓ June 13, 2015 – Beef Empire Days Chuck Wagons in the Park at Stevens Park at 11:30 a.m.
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- ✓ June 17, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
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- ✓ July 15, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ August 15, 2015 – Banner Art Walk Preview downtown from 4:00 p.m. – 6:00 p.m.
- ✓ August 19, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ August 29, 2015 – Garden City Area Chamber of Commerce 10th Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.

Appropriation Ordinance No. 2389-2015A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,309,773.69,” was read and considered section by section. Commissioner Cessna moved to approve and pass Appropriation Ordinance No. 2389-2015A. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2635-2015, “A RESOLUTION AUTHORIZING THE REMOVAL OF MOTOR VEHICLE NUISANCES FROM CERTAIN PROPERTIES IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-63 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS (2316 Dee Avenue – red and white semi-truck and 201 E. Emerson Street – beige & grey motorhome),” was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2635-2015. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The City Commission considered a request from Wheatland Electric Cooperative, Inc. (Wheatland) for a franchise to provide electric service to an annexed tract of land owned by the City of Garden City. The consideration of the request was pursuant to K.S.A. 66-1,176, and in furtherance of the City’s obligation to negotiate a possible franchise with Wheatland. Mike Muirhead, Director of Public Utilities, and Bruce

Mueller, Wheatland Electric Cooperative General Manager, made comments or recommendations to the Governing Body. Based upon the memorandums from the City and Wheatland addressing each of the nine (9) factors set out in K.S.A. 66-1,176, with supporting documentation and materials, which the Governing Body had prior to the meeting so it could devote adequate time within which to consider the statutory factors, and any other factors deemed relevant, the Governing Body addressed the franchise request. Commissioner Cessna moved to deny the franchise request of Wheatland. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve bids received from Lee Construction for the demolition at 1904 Crestway Drive. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve a Master Service Agreement between the City of Garden City and Revere Healthcare Solutions, Inc. Mayor Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve a Voice Over Internet Phone Service (VOIP) system for all City departments. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Dale moved to approve a waiver to the ordinance prohibiting the discharge of fireworks within the corporate limits of the City from June 27, 2015 to July 5, 2015 between the hours of 10:30 a.m. and 10:30 p.m. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Nay	Yea	Nay

Commissioner Dale requested a Pre-Meeting be set this fall to discuss the sale and discharge of fireworks in 2016 and to invite the Board of Finney County

Commissioners, the County Administrator, Fire Department, Police Department and city staff.

Commissioner Cessna moved to approve and authorize staff to negotiate a professional services contract with Professional Engineering Consultants in Wichita to provide complete street design guidelines which would include road diets, roundabouts, circles, bump outs, crosswalks, bicycle lanes, etc. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve a five (5) year contract with HD Supply for upgrades to the City's existing FlexNet Metering System and authorizing the Mayor and City Clerk to execute the contract. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Executive Director of Downtown Vision Inc., Nicole Lucas presented the quarterly report to the Governing Body.

Finance Director Hitz reviewed the Support Funds: Health Insurance (#55), Health Insurance Reserve (#56), Tax Funds: Recreation Commission (#25), Bond & Interest (#40) Airport (#60) and Airport Improvement (#61), and General Fund Administrative Divisions: Police, Planning, Engineering, Parks and Inspection.

Commissioner Cessna moved to approve the following:

1. Governing Body consideration and approval of Task Order Number 2 between the City of Garden City and HNTB for construction observation services for Airport Improvement Program (AIP) 3-20-0024-37 - Construction of Partial Parallel Taxiway F at Garden City Regional Airport.
2. Governing Body consideration and approval of the lease agreement between AIR MD LLC d/b/a Lifeteam and the City of Garden City for the rental of the Airport House located at Garden City Regional Airport.
3. Governing Body consideration and approval of an annexation agreement with Grace Bible Church, 2595 Jennie Barker Road.

4. Governing Body consideration and approval of a 2015 Vegetation Mowing application from Mark Schiffelbein.
5. Governing Body consideration and approval of a plat for Maestas Addition.
6. Quit Claim Deed from Ezequiel and Remedios Ledesma and/or Elva Bridgman Ledesma transferring Spaces 5 and 6, Lot 86, Zone F of Valley View Cemetery to Elva Veronica Ledesma and Travus Bridgman.
7. Quit Claim Deed from John or Michelle Dailey transferring Space 6, Lot 58, Zone F of Valley View Cemetery to Ezequiel Ledesma, Jr. and Hector Ledesma.

8. Licenses:

(2015 New)

- a) Hard Rock Lanes Cereal Malt Beverage
- b) Beef Empire Days Rodeo. Temporary Cereal Malt Beverage
- c) Phaze Concrete..... Class A General
- d) Total Fire Protection..... Class E-Fire Sprinkler and Protection
- e) Jacob Enns..... Class E-SOC Specialized Other

(2015 Renewal)

- f) ServicExperts, Inc..... Class D-M Mechanical
- g) Mark's Custom Signs, Inc Class D-SI Sign

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Cessna welcomed Angie Haflich as the new government reporter for the Garden City Telegram. Commissioner Cessna mentioned the recent animal births at Lee Richardson Zoo. Commissioner Cessna stated the Big Pool repairs were completed and hopes to see the water consumption amounts decrease. Commissioner Cessna congratulated Interim Police Chief Prewitt. Commissioner Cessna thanked the Public Works Department for their work on the street sealing. Commissioner Cessna asked if there was an increase in reports for overgrown weeds and lawns.

Commissioner Dale congratulated Interim Police Chief Prewitt on his new position and stated he was well respected. Commissioner Dale thanked Public Works Director Curran for the beautification projects happening in the city. Commissioner Dale encouraged everyone to participate in the Beef Empire Days events.

Mayor Doll congratulated Interim Police Chief Prewitt on his new assignment and Joel Salmans for his years of service at Dillons East. Mayor Doll welcomed City Prosecutor Dummermuth to the City. Mayor Doll also encouraged everyone to participate in the Beef Empire Days events. Mayor Doll stated she was able to attend the recent Kansas Leadership activities in town and stated all she heard from attendees were great things about Garden City. Mayor Doll thanked the Kansas Leadership host families and the ambassadors.

Commissioner Law congratulated Interim Police Chief Prewitt and Captain Ralston on their recently appointment new temporary positions and stated it exemplifies that the City has talented staff that can do their own regular duties and then take on extra duties. Commissioner Law boasted that staff puts forth 110% in all departments. Commissioner Law commented that the fireworks issue was a tough one and the answer in short is to shorten the sales time and agrees a Pre-Meeting needs to be scheduled.

Commissioner Fankhauser congratulated Joel Salmans and stated he has been at Dillons for a lot of years. Commissioner Fankhauser said he had met with citizens concerned about the elephants and asked for an update. Commissioner Dale stated packets had been sent out to several zoos on the adoption of the two elephants. Commissioner Fankhauser commented that the sales tax numbers continue to grow.

Petitions



Garden City Fire Department

P.O. Box 998
302 N. 9th
Garden City, KS 67846
Email: jmorris@garden-city.org

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

MEMO

To: Matt Allen, City Manager

From: James Morris, Battalion Chief

Date: 06/04/2015

Re: MDA – Boot Block

Garden City Fire Department will be participating in fundraising efforts for the Muscular Dystrophy Association this year with our annual “Boot Block”. This year’s event will be held Sunday, August 30, 2015 from 9:30 a.m. – 3:00 p.m.; Firefighters will accept donations at the following locations:

Main & Fulton
Kansas & Fleming
Wal-Mart Super Store



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

June 2, 2015

Today's Date

Finney Co. Historical Society Annual Flea Market

Name of Event (if applicable)

Saturday, July 11, 2015

Date of Event

403 S 4th Street - next to the Museum

Location of Event

Start and End Time of Event

Purpose of the Event

Steve Quakenbush

620-272-3664

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**	n/a
Extra Trash Receptacles	n/a	Restrooms (Park Shelter Keys)	n/a	Electricity Access	n/a
Additional Request/Remarks	sign waivers for 3 sign fees & locations - 3rd & Kansas, Main ST zoo fence, north zoo fence west of museum 7/5-7/12				

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.

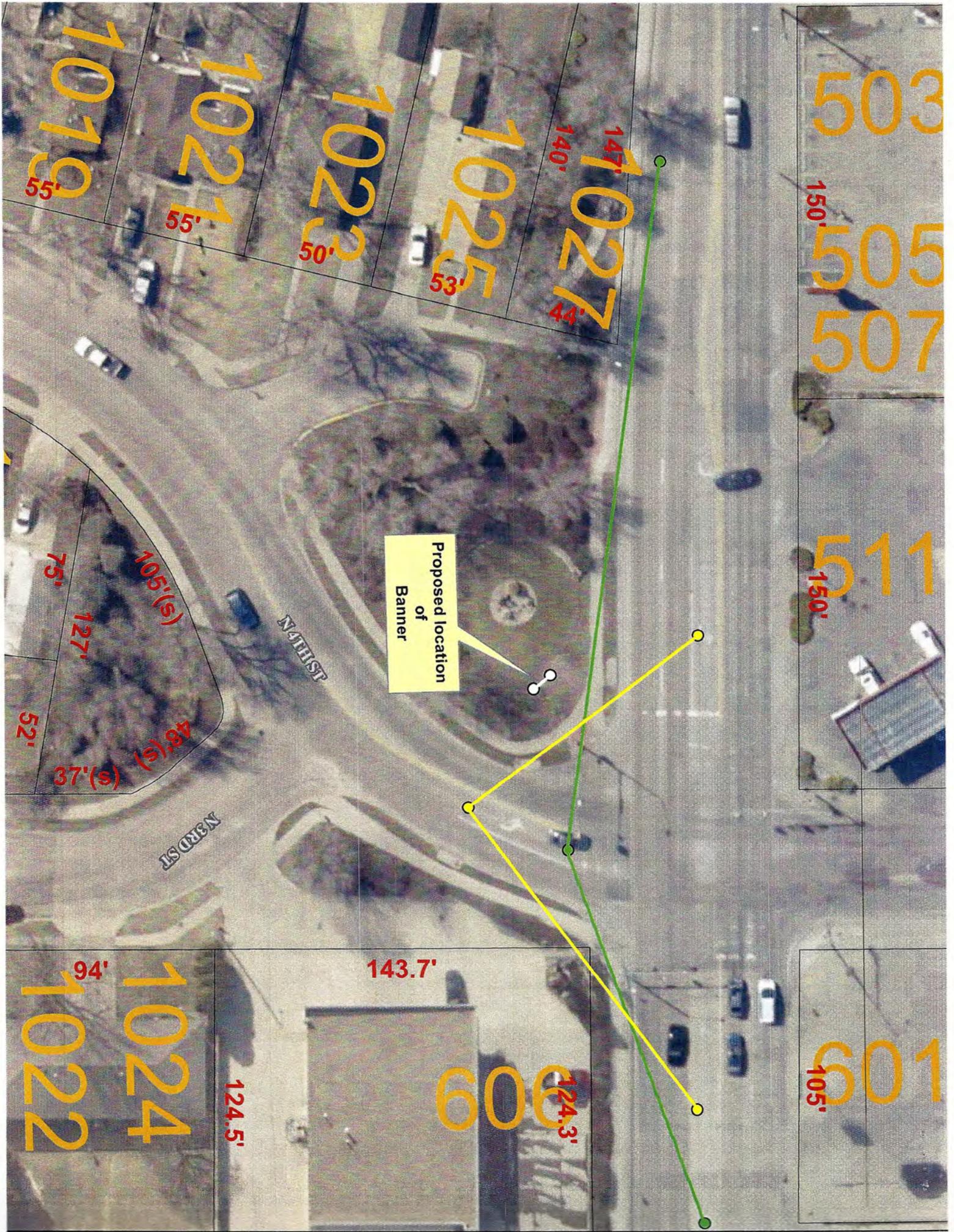
Request on file

June 2, 2015

Signature

Date

For office use only		GC Downtown Vision	n/a
Police	CP 6/4/15	Electric	n/a
Fire	AS 6/2/15	Public Works	SC 6/2/15
Inspection	CD 5/29/15	Parks/Grounds	AL 6/2/15
City Manager/Commission		Application Received by	Raelene Stoecklein 6/2/15



SIGN PERMIT APPLICATION:

GARDEN CITY KANSAS
 2015 Flea Market Banner

LOCATION: Garden City [] Holcomb [] Finney County Fee per sign: [] \$75 Permanent [] \$35 Temporary 11-30 days [] \$25 Temporary 10 days or less [] EMB & Off-Site valuation based (Request Fee Waiver)

PROJECT ADDRESS: 3rd & Kansas intersection (Friends & Frogs Park)

NAME OF BUSINESS: Finney County Historical Society (Museum) ZONING DISTRICT: Temporary 37 8 Banner

TYPE OF WORK: [] NEW SIGN [] SIGN REPAIR/REPLACEMENT [] FACE REPLACEMENT OTHER: Banner

OWNER: Finney County Historical Society
 ADDRESS: 403 S. 4th (PO Box 796) CITY: Garden City STATE: KS ZIP: 67846
 HOME PHONE: 620-275-1442 WORK PHONE: 620-272-3644 FAX: CELL: 620-521-3752

CONTRACTOR INFORMATION:

NAME: _____
 ADDRESS: _____
 PHONE NUMBER: _____
 CELL NUMBER: _____
 CONTRACTOR LICENSE: YES or NO

***** NOTICE *****

The undersigned hereby makes application to erect or repair sign(s) as specified herein, and does agree that the provisions of the sign ordinance will be complied with whether the same are specified herein or not.

PERMIT INFORMATION:

Work to begin: July 5 - 2015 Work to be completed: July 5 - 2015 (Banner Removal July 12 - 2015)

Provide pictures and specify each type of sign being installed: wall, ground, pole, or temporary.

SIGN TYPE: Vinyl Banner Height: 3 ft. Width: 8 ft. Number of Sign Faces: 1 Total sq. ft. of sign per face: 24
 Sign Illumination: Interior or Exterior Electronic Message Board: Yes or No Estimated Value of EMB/Off-Site Sign: \$100.00

SIGN TYPE: _____ Height: _____ Width: _____ Number of Sign Faces: _____ Total sq. ft. of sign per face: _____
 Sign Illumination: Interior or Exterior Electronic Message Board: Yes or No Estimated Value of EMB/Off-Site Sign: _____

SIGN TYPE: _____ Height: _____ Width: _____ Number of Sign Faces: _____ Total sq. ft. of sign per face: _____
 Sign Illumination: Interior or Exterior Electronic Message Board: Yes or No Estimated Value of EMB/Off-Site Sign: _____

SIGN TYPE: _____ Height: _____ Width: _____ Number of Sign Faces: _____ Total sq. ft. of sign per face: _____
 Sign Illumination: Interior or Exterior Electronic Message Board: Yes or No Estimated Value of EMB/Off-Site Sign: _____

Total Linear feet of frontage for each street frontage: Street Name: _____ Frontage: _____ (ft.)
 Street Name: _____ Frontage: _____ (ft.)

PLOT PLAN/SITE PLAN REQUIREMENTS: A plot plan/site plan is a map of a lot that shows the size and shape of the lot including dimensions (measurements) of all of the following: (1) Location of all structures existing or proposed. (2) The shape and position of all impervious areas, such as driveways, patios, sidewalks, and paving etc. (3) The location of all signs with dimensions to property lines, indicate any streets, drives or curb areas. (4) You may also be required to show the location of structures and pole signs on the adjoining lots and the distance from those structures to your proposed project. (5) Show public roads and driveway entrances. (6) Show all buildings with dimensions and setback dimensions. (7) Show all right-of-ways and all utility easements.

PICTURES/DRAWINGS REQUIREMENTS: A Drawing or picture to scale indicating method of attachment, depth & size of sign foundation and structural members, city and county reserves the right of requiring seal on plans.

I HEREBY AFFIRM THE ABOVE STATEMENTS ARE TRUE AND CORRECT AND ALSO AGREE TO COMPLY WITH ALL APPLICABLE PROVISIONS OF CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY AND OTHER APPLICABLE REGULATIONS AND LAWS THAT MAY APPLY. CONSTRUCTION MUST BE STARTED WITHIN 180 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 180 DAYS OR THIS PERMIT SHALL BE NULL AND VOID. THIS PERMIT MAY EXPIRE IN 180 DAYS FROM THE DATE OF APPROVAL. REQUESTS FOR INSPECTIONS REQUIRE A MINIMUM 4 HOURS NOTICE. PERMIT APPROVAL PROCESS MAY TAKE UP TO 24 HOURS.

APPLICANTS SIGNATURE: Steve Quakenbush DATE: 5-27-15

****** FOR OFFICE USE ONLY BELOW THIS LINE ******

RECEIPT NUMBER: _____ APPLICATION RECEIVED ON: _____ FILED: <input type="checkbox"/> PLOT PLAN/SITE PLAN DRAWINGS & SPECIFICATIONS BUILDING PERMIT FEE: _____ MILEAGE FEE: _____ OTHER: _____ TOTAL PERMIT FEE: _____ <input type="checkbox"/> PERMIT FEE PAID PERMIT FEE RECEIVED BY: _____	<p align="center">** PLANNING **</p> <input checked="" type="checkbox"/> APPROVED <i>CD. - can't obstruct traffic</i> <input type="checkbox"/> DENIED <input type="checkbox"/> Historic Clearance <input type="checkbox"/> Site Plan Approved <input type="checkbox"/> Property Platted <input type="checkbox"/> Floodplain	<p align="center">** INSPECTIONS **</p> APPROVED _____ DENIED _____ PLOT PLAN/SITE PLAN _____ DETAIL PLANS _____ PERMISSION IS HEREBY GRANTED TO PERFORM THE WORK INCLUDED IN THIS APPLICATION. THIS PERMIT SHALL NOT BE CONSTRUED TO PERMIT ANY VIOLATION OF APPLICABLE LAWS, REGULATIONS, ORDINANCES, AND CODES. CONSTRUCTION MUST BE STARTED WITHIN 60 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 120 DAYS OR THIS PERMIT SHALL BE NULL AND VOID. BUILDING INSPECTOR: _____ DATE: _____ PERMIT NUMBER: _____
	Rev. 07/2012	

SIGN PERMIT APPLICATION:

GARDEN CITY
 2015 Flea Market Banner

LOCATION: Garden City [] Holcomb [] Finney County Fee per sign: [] \$75 Permanent
 [] \$35 Temporary 11-30 days
 [] \$25 Temporary 10 days or less
 [] EMB & Off-Site valuation based

PROJECT ADDRESS: Zoo Entrance (north side) Main + Finney Drive (Request Fee Waiver)

NAME OF BUSINESS: Finney County Historical Society (Museum) ZONING DISTRICT: Temporary 37 g Banner

TYPE OF WORK: [] NEW SIGN [] SIGN REPAIR/REPLACEMENT [] FACE REPLACEMENT OTHER: Banner

OWNER: Finney County Historical Society
 ADDRESS: 403 S. 4th (PO Box 796) CITY: Garden City STATE: KS ZIP: 67846
 HOME PHONE: 620-275-7042 WORK PHONE: 620-272-3664 FAX: CELL: 620-521-3752

CONTRACTOR INFORMATION:

NAME: _____
 ADDRESS: _____
 PHONE NUMBER: _____
 CELL NUMBER: _____
 CONTRACTOR LICENSE: YES or NO

***** NOTICE *****

The undersigned hereby makes application to erect or repair sign(s) as specified herein, and does agree that the provisions of the sign ordinance will be complied with whether the same are specified herein or not.

PERMIT INFORMATION:

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Provide pictures and specify each type of sign being installed: wall, ground, pole, or temporary.

SIGN TYPE: Vinyl Banner Height: 3 ft. Width: 8 ft. Number of Sign Faces: 1 Total sq. ft. of sign per face: 24
 Sign Illumination: Interior or Exterior Electronic Message Board: Yes or No Estimated Value of EMB/Off-Site Sign: \$100.00

SIGN TYPE: _____ Height: _____ Width: _____ Number of Sign Faces: _____ Total sq. ft. of sign per face: _____
 Sign Illumination: Interior or Exterior Electronic Message Board: Yes or No Estimated Value of EMB/Off-Site Sign: _____

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Total Linear feet of frontage for each street frontage: Street Name: _____ Frontage: _____ (ft.)
 Street Name: _____ Frontage: _____ (ft.)

PLOT PLAN/SITE PLAN REQUIREMENTS: A plot plan/site plan is a map of a lot that shows the size and shape of the lot including dimensions (measurements) of all of the following: (1) Location of all structures existing or proposed. (2) The shape and position of all impervious areas, such as driveways, patios, sidewalks, and paving etc. (3) The location of all signs with dimensions to property lines, indicate any streets, drives or curb areas. (4) You may also be required to show the location of structures and pole signs on the adjoining lots and the distance from those structures to your proposed project. (5) Show public roads and driveway entrances. (6) Show all buildings with dimensions and setback dimensions. (7) Show all right-of-ways and all utility easements.

PICTURES/DRAWINGS REQUIREMENTS: A Drawing or picture to scale indicating method of attachment, depth & size of sign foundation and structural members, city and county reserves the right of requiring seal on plans.

I HEREBY AFFIRM THE ABOVE STATEMENTS ARE TRUE AND CORRECT AND ALSO AGREE TO COMPLY WITH ALL APPLICABLE PROVISIONS OF CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY AND OTHER APPLICABLE REGULATIONS AND LAWS THAT MAY APPLY. CONSTRUCTION MUST BE STARTED WITHIN 180 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 180 DAYS OR THIS PERMIT SHALL BE NULL AND VOID. THIS PERMIT MAY EXPIRE IN 180 DAYS FROM THE DATE OF APPROVAL. REQUESTS FOR INSPECTIONS REQUIRE A MINIMUM 4 HOURS NOTICE. PERMIT APPROVAL PROCESS MAY TAKE UP TO 24 HOURS.

APPLICANTS SIGNATURE: Steve Quakenbush DATE: 5-27-15

****** FOR OFFICE USE ONLY BELOW THIS LINE ******

RECEIPT NUMBER: _____ APPLICATION RECEIVED ON: _____ FILED: <input type="checkbox"/> PLOT PLAN/SITE PLAN <input type="checkbox"/> DRAWINGS & SPECIFICATIONS BUILDING PERMIT FEE: _____ MILEAGE FEE: _____ OTHER: _____ TOTAL PERMIT FEE: _____ <input type="checkbox"/> PERMIT FEE PAID PERMIT FEE RECEIVED BY: _____	<p align="center">** PLANNING **</p> <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <i>EQ</i> <input type="checkbox"/> Historic Clearance <input type="checkbox"/> Site Plan Approved <input type="checkbox"/> Property Platted <input type="checkbox"/> Floodplain	<p align="center">** INSPECTIONS **</p> APPROVED _____ DENIED _____ PLOT PLAN/SITE PLAN _____ DETAIL PLANS _____
	PERMISSION IS HEREBY GRANTED TO PERFORM THE WORK INCLUDED IN THIS APPLICATION. THIS PERMIT SHALL NOT BE CONSTRUED TO PERMIT ANY VIOLATION OF APPLICABLE LAWS, REGULATIONS, ORDINANCES, AND CODES. CONSTRUCTION MUST BE STARTED WITHIN 60 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 120 DAYS OR THIS PERMIT SHALL BE NULL AND VOID. BUILDING INSPECTOR: _____ DATE: _____ PERMIT NUMBER: _____	



GARDEN CITY
KANSAS

2015 Fire Market Banner

INSPECTIONS: PH: 620-276-1120 FAX: 620-276-1173 www.garden-city.org
301 N. 8th, P.O. Box 998 Garden City, KS 67846

SIGN PERMIT APPLICATION:

LOCATION: Garden City [] Holcomb [] Finney County Fee per sign: [] \$75 Permanent

- [] \$35 Temporary 11-30 days
- [] \$25 Temporary 10 days or less
- [] EMB & Off-Site valuation based

PROJECT ADDRESS: Zoo Fence on Finney Drive - Just east of 5th Street (Request Fee Waiver)

NAME OF BUSINESS: Finney County Historical Society (Museum) ZONING DISTRICT: _____

TYPE OF WORK: [] NEW SIGN [] SIGN REPAIR/REPLACEMENT [] FACE REPLACEMENT OTHER: Temporary 378 Banner

OWNER: Finney County Historical Society
ADDRESS: 403 S. 4th (PO Box 796) CITY: Garden City STATE: KS ZIP: 67846
HOME PHONE: 620-275-1042 WORK PHONE: 620-272-3664 FAX: _____ CELL: 620-521-3752

CONTRACTOR INFORMATION:

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CELL NUMBER: _____

CONTRACTOR LICENSE: YES or NO

*** NOTICE ***

The undersigned hereby makes application to erect or repair sign(s) as specified herein, and does agree that the provisions of the sign ordinance will be complied with whether the same are specified herein or not.

PERMIT INFORMATION:

Work to begin: July 5 - 2015 Work to be completed: July 5 - 2015 (Banner Removal July 12 - 2015)

Provide pictures and specify each type of sign being installed: wall, ground, pole, or temporary.

SIGN TYPE: Vinyl Banner Height: 3 ft. Width: 8 ft. Number of Sign Faces: 1 Total sq. ft. of sign per face: 24
Sign Illumination: Interior or Exterior Electronic Message Board: Yes or No Estimated Value of EMB/Off-Site Sign: \$100.00

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APPLICANTS SIGNATURE: Steve Quakenbush DATE: 5-27-15

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INSPECTIONS: PH: 620-276-1120 FAX: 620-276-1173 www.garden-city.org
301 N. 8th, P.O. Box 998 Garden City, KS 67846

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PROJECT ADDRESS: 2015 Flea Market Banner
Zoo Fence on Main Street (Access from Watering Hole) (Request Fee waiver)

NAME OF BUSINESS: Finney County Historical Society (Museum) ZONING DISTRICT: _____

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Report of the City Manager



To: Governing Body
From: Safety Committee
Date: June 16, 2015

RE: City of Garden City Safety Recognition Program Recipient First Quarter 2015

City of Garden City Safety Recognition Program Overview

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

First Quarter 2015 Safety Recognition Award Recipient – Lalo Holguin, Electric Department Substation Technician

The Safety Committee selected Lalo Holguin, Substation Technician, as the recipient of the first quarter's award. Lalo was nominated by Billy Villanueva, Line Foreman. Billy provided the committee with information regarding Lalo's safe work practices.

- Lalo gives his input during tailgate safety meetings and checks to make sure that everyone involved in a project is wearing the required PPE.
- He ensures that all projects are completed safely no matter if it's handling the substations or he is assisting the line crew in the field.

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

CITY ADMINISTRATIVE
CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

Celyn Hurtado

From: Allen, Lisa (CCI-Central Region) <Lisa.Allen@cox.com> on behalf of Stamp, Curt (CCI-Central Region) <Curt.Stamp@cox.com>
Sent: Thursday, June 11, 2015 3:50 PM
Subject: Cox Communication Go All Digital Update

Dear Franchising Authority,

As follow-up to my first letter introducing Cox Communications' evolution to an all-digital network in Kansas, I'm writing with an update. We're excited about how this investment in our network will benefit customers. As you know, Cox customers transitioning from analog to digital television service will immediately enjoy better picture and sound quality and, in many cases, access to more channels and the interactive channel guide. The added capacity will also support future product development, such as faster Internet speeds.

As Cox transitions customers to all-digital service, starting on July 14 2015, Cox will no longer be delivering the analog version of multiple cable channels. Customers will need to acquire digital equipment from Cox for each television in order to continue to receive these channels. The channels impacted include Animal Planet (SD 56, HD 2056), Food Network (SD 40, HD 2040), E! (SD 59, HD 2059), TV Land (SD 48, HD 2048), and A&E (SD 41, HD 2041). Equipment options include a CableCARD (\$1.99/mo.), a mini box (\$1.99/mo.) or an Advanced TV Receiver (\$8.50/mo.). Promotional pricing for various equipment options will also be available. Customers can visit www.cox.com/goalldigital or call Cox for further information.

We look forward to providing a better TV viewing experience and future product enhancements with an all-digital network. We will also send notification as our all digital evolution nears completion. Meanwhile, if you have any questions, please feel free to visit cox.com/goalldigital or contact me at 479-717-3747.

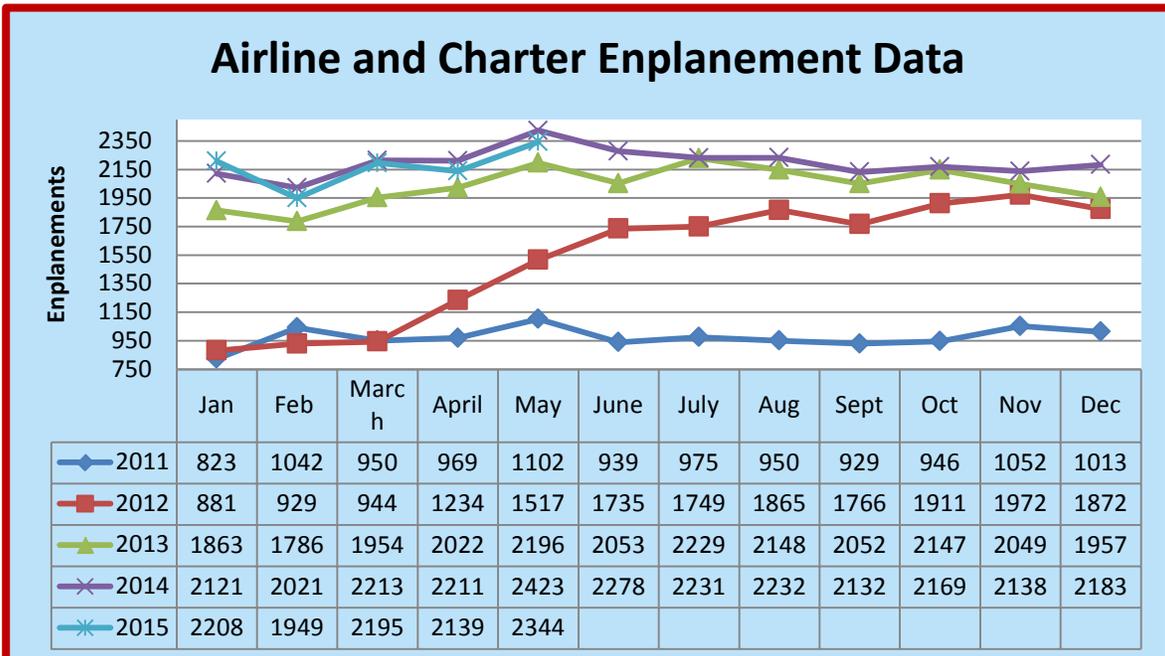
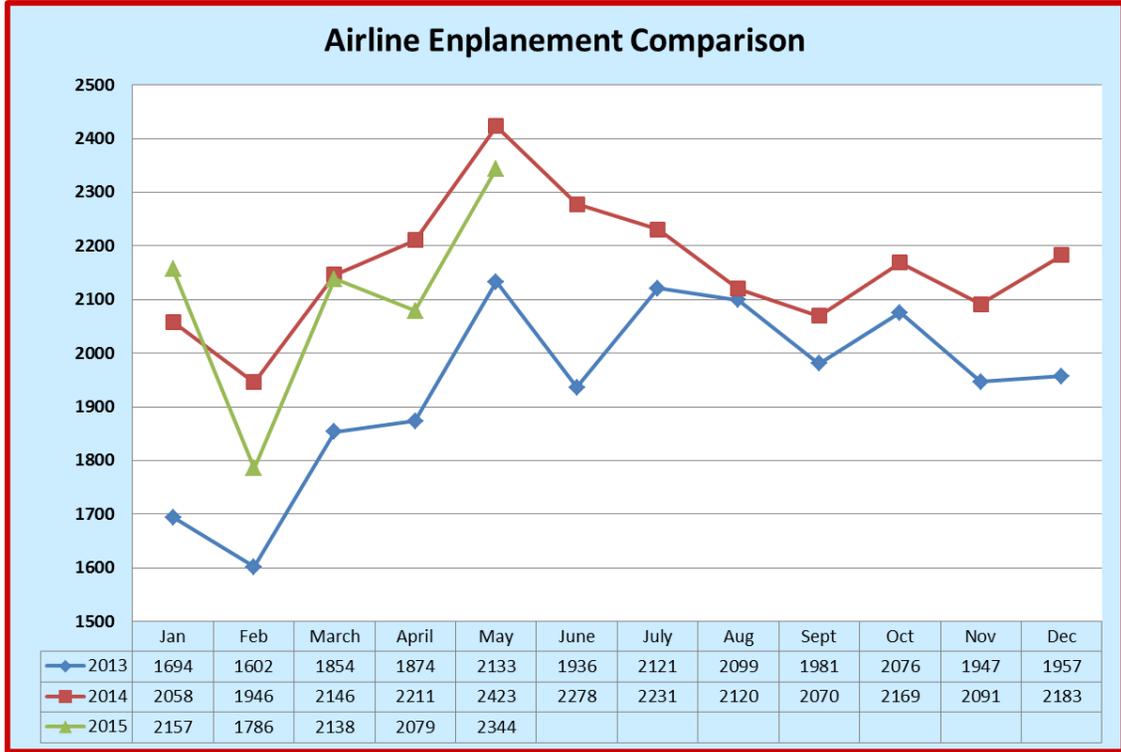
Sincerely,



Curt Stamp
Field Vice President – Government Affairs
Cox Communications Central Region

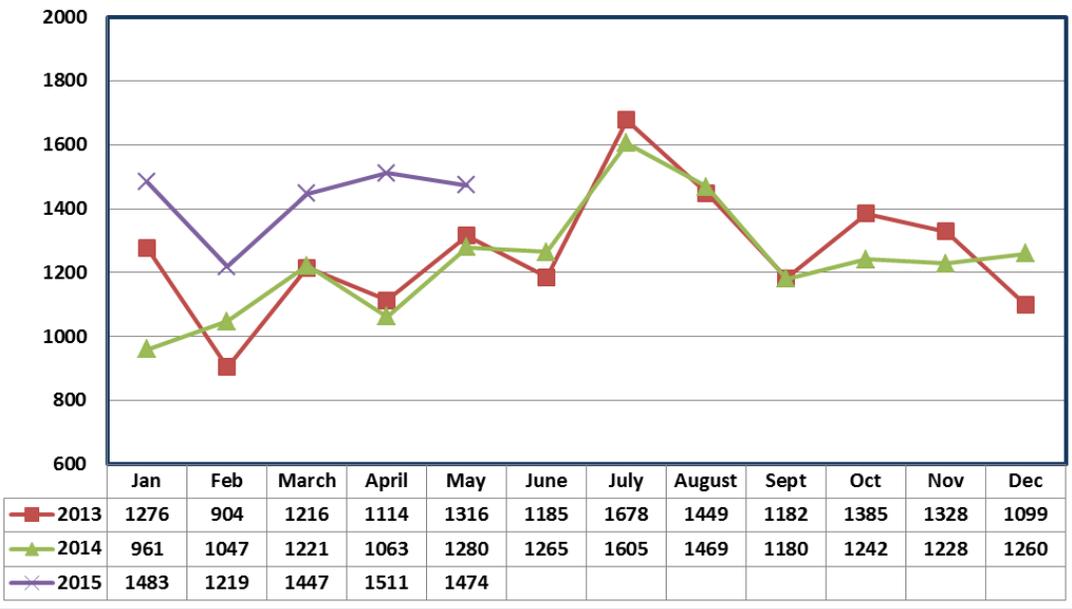
Staff Reports

GARDEN CITY REGIONAL AIRPORT MONTHLY REPORTS

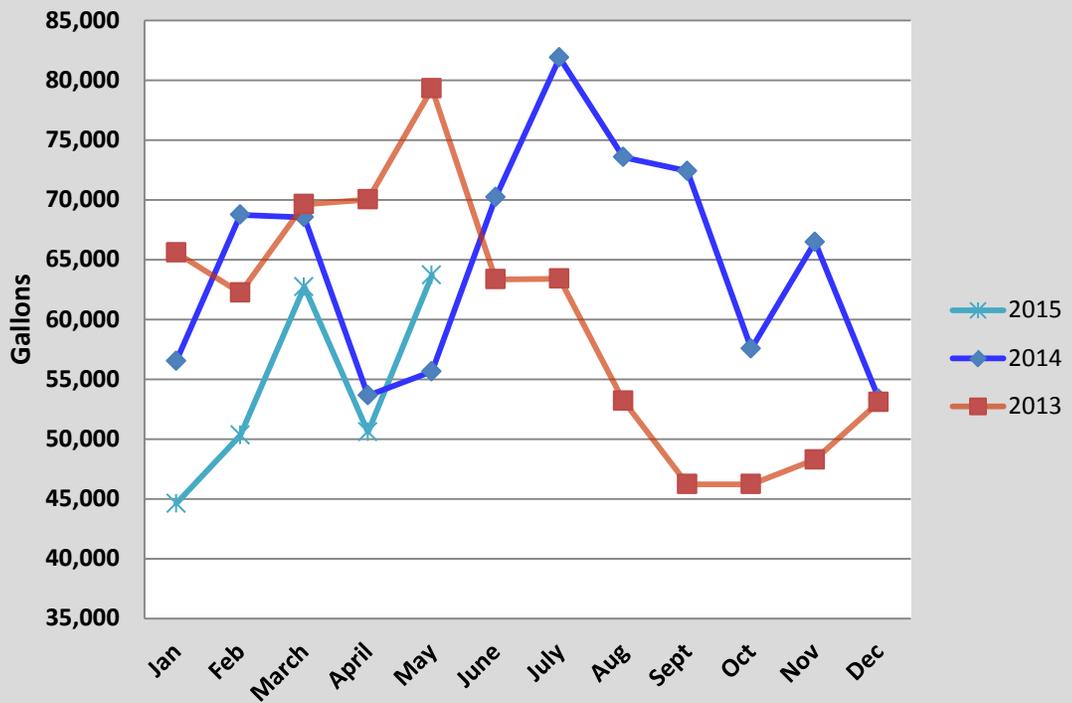


	2011	2012	2013	2014	2015
TOTAL	11,690	18,375	24,456	26,352	10,735

Monthly Operations Comparison

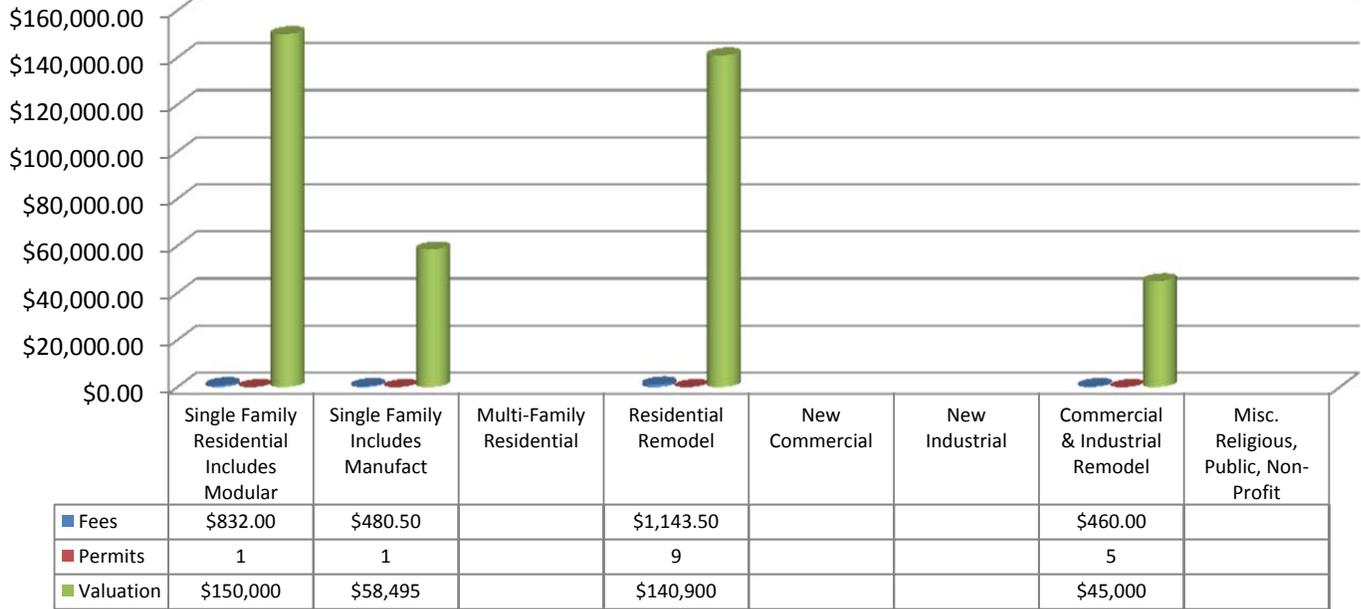


Fuel Sale Comparison

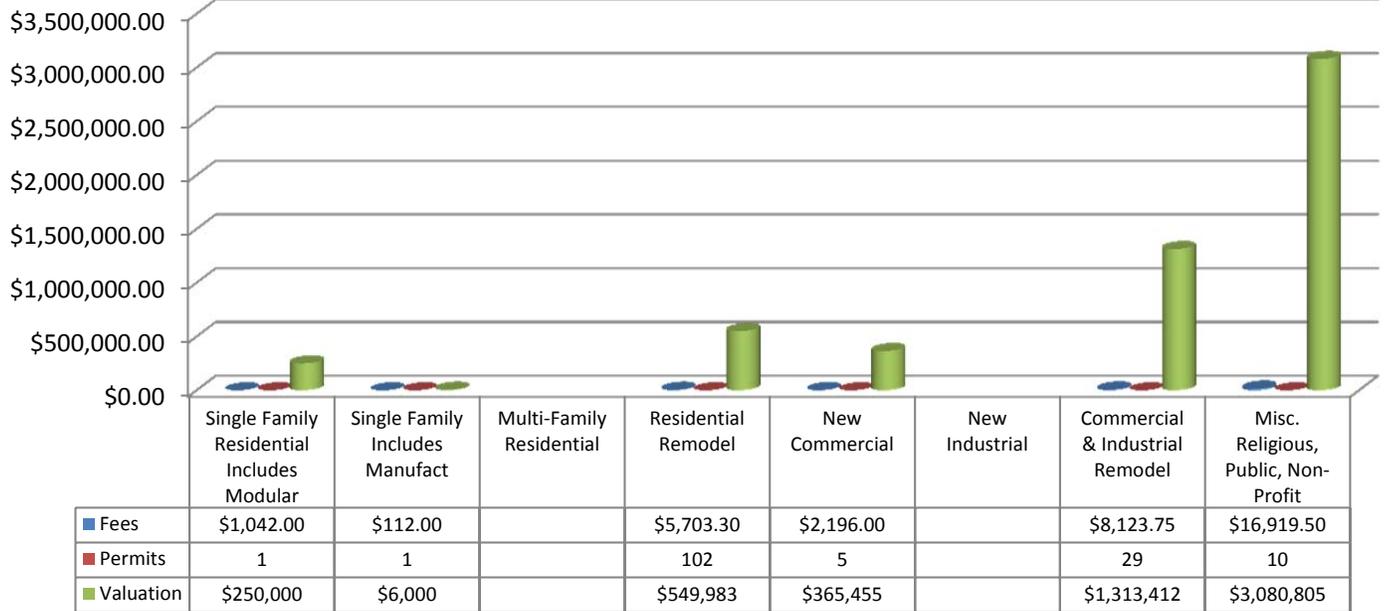


Planning & Community Development Building Report May 2015





councildistrict	permittype	address	amount	value	purpose	structure	projectdescription
Finney County	ELECTRICAL	2408 West JONES	58	700	Electrical	Commercial/Industrial Remodel	REPLACE DISCONNECTED (200 AMP) - CONNECT MOBILE HOME
Finney County	ELECTRICAL	985 North ANDERSON	75	5000	Electrical	Commercial/Industrial Remodel	SEPERATE SERVICE FOR NEW TRANSFORMER
Finney County	GAS	3830 West JONES	45	300	Gas Permit	Commercial/Industrial Remodel	REPAIR GAS LINE
Finney County	MECHANICAL	2075 ST JOHN	62	4000	Mechanical	Commercial/Industrial Remodel	CHANGE OUT 2 TON HEAT PUMP
Finney County	BUILDING PERMIT	2218 West MARY	220	35000	Building	Commercial/Industrial Remodel	INTERIOR OFFICE REMODEL
Finney County	GAS	111 NOTTINGHAM	42	1500	Gas Permit	Residential Remodel	GAS PRESSURE TEST - RUN GAS LINE TO BARN AND INSTALL SPACE HEATER
Finney County	PLUMBING	5630 West RAILROAD	42	3000	Plumbing	Residential Remodel	ADD POOL HEATER TO EXISTING SWIMMING POOL
Finney County	BUILDING PERMIT	9275 North THIRD	252	50000	Building	Residential Remodel	POLE BARN (40 X 70)
Finney County	BUILDING PERMIT	108 East AVE B	42	1600	Building	Residential Remodel	10x14 SHED
Finney County	BUILDING PERMIT	6080 East WELDON	42	1800	Building	Residential Remodel	PATIO WITH ROOF AND HANDICAP RAMP
Finney County	BUILDING PERMIT	2013 LINCOLN	170	10000	Building	Residential Remodel	NEW 24X60 DETACHED GARAGE
Finney County	BUILDING PERMIT	3815 North BLUESTEM	415.5	59000	Building	Residential Remodel	32X64 DETACHED GARAGE
Finney County	BUILDING PERMIT	110 NOTTINGHAM	69	5500	Building	Residential Remodel	EXTEND DRIVEWAY & INSTALL SIDEWALK ON WEST SIDE OF HOUSE
Finney County	BUILDING PERMIT	111 NOTTINGHAM	69	8500	Building	Residential Remodel	INSTALL REAR SIDEWALK AROUND SHED AND 28X36 CONCRETE SLAB
Finney County	BUILDING PERMIT	825 PONDEROSA	480.5	58495	Building	SF Manufactured (HUD Standards)	INSTALL 28X44 1997 CLIFTON RDMH
Finney County	BUILDING PERMIT	7520 LINDSAY	832	150000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY RESIDENCE



councildistrict	permittype	address	amount	value	purpose	structure	projectdescription
Garden City	BUILDING PERMIT	1911 East KANSAS	975	200	Building	Commercial/Industrial Remodel	EXTERIOR RENOVATION-CLARION INN
Garden City	UTILITY	801 CAMPUS-WELDING LAB	9140.25	0	Electrical	Commercial/Industrial Remodel	REMODEL OF WELDING LAB-GCCC
Garden City	BUILDING PERMIT	3110 East KANSAS	130	8000	Building	Commercial/Industrial Remodel	R/R PORTION OF PARKING LOT, CURB & GUTTER
Garden City	BUILDING PERMIT	1806 BUFFALO JONES	32	800	Building	Commercial/Industrial Remodel	6FT WOOD FENCE REPLACEMENT
Garden City	BUILDING PERMIT	923 ZERR	32	1500	Building	Commercial/Industrial Remodel	REPACE WAINSCOAT ON FRONT OF BUILDING, BOTTOM 36"
Garden City	BUILDING PERMIT	111 West KANSAS	0	6000	Building	Commercial/Industrial Remodel	INSTALLING AN INLET, BOX POURED IN PLACE
Garden City	DEMO PERMIT	102 South SECOND	30	0	Demo	Commercial/Industrial Remodel	DEMOLITION OF BUILDING
Garden City	MECHANICAL	2005 North TAYLOR	62	4000	Mechanical	Commercial/Industrial Remodel	REPLACE ICE MACHINE-409725
Garden City	MECHANICAL	2414 HENDERSON	130	6500	Mechanical	Commercial/Industrial Remodel	CHANGE OUT 5 TON A/C
Garden City	BUILDING PERMIT	218 East FULTON	130	15000	Building	Commercial/Industrial Remodel	INTERIOR REMODEL & ADDITION
Garden City	SIGN PERMIT	512 North SEVENTH	0	0	Pole Sign	Commercial/Industrial Remodel	REFACE PYLON SIGN-COMMERCE BANK
Garden City	MECHANICAL	2708 North ELEVENTH	62	5000	Mechanical	Commercial/Industrial Remodel	C/O 5 TON A/C AND 125K 80% FURNACE
Garden City	ELECTRICAL	503 East KANSAS	32	1000	Electrical	Commercial/Industrial Remodel	INSTALL ELECTRICAL MAIN DISCONNECT OUTSIDE OF BUILDING
Garden City	BUILDING PERMIT	531 CAMPUSVIEW	220	42000	Building	Commercial/Industrial Remodel	OFFICE ADDITION-50 parking stalls & 3 ADA stalls required. Has 53 stalls.
Garden City	BUILDING PERMIT	1319 North TAYLOR	260	9500	Building	Commercial/Industrial Remodel	INSTALL SMOKING PATIO & DECK
Garden City	SIGN PERMIT	1117 FLEMING	35	0	Temporary Sign	Commercial/Industrial Remodel	TEMPORARY SIGN-BLOWUP SHEEP

Garden City	PLUMBING	1627 North TAYLOR	62	3712	Plumbing	Commercial/Industrial Remodel	EMERGENCY INSTALL WATER HEATER
Garden City	ELECTRICAL	105 North TWELFTH	32	400	Electrical	Commercial/Industrial Remodel	REPAIR ELECTRICAL PROBLEMS FOUND DURING CMB INSPECTION
Garden City	MECHANICAL	404 East FULTON	32	3000	Mechanical	Commercial/Industrial Remodel	INSTALL EXHAUST FAN FOR VICOM MACHINE. 5000CFM, 208 VOLTS
Garden City	PLUMBING	2890 PRAIRIE	32	800	Plumbing	Commercial/Industrial Remodel	WATER SERVICE CONNECTION
Garden City	PLUMBING	3020 East KANSAS	32	300	Plumbing	Commercial/Industrial Remodel	INSTALL 100 GALLON WATER HEATER
Garden City	UTILITY	317 North SEVENTH	466.25	0	Electrical	Commercial/Industrial Remodel	INTERIOR FINISH OF COMMERCIAL OFFICE (UNIT 8)
Garden City	UTILITY	1660 LAREU STE C	466.25	0	Electrical	Commercial/Industrial Remodel	GREAT CLIPS - SUITE C(300) (LANDLORD WORK ONLY)
Garden City	UTILITY	1660 LAREU STE D	466.25	0	Electrical	Commercial/Industrial Remodel	NAIL STYLE - SUITE D (LANDLORD WORK ONLY)
Garden City	UTILITY	1660 LAREU STE A	466.25	0	Electrical	Commercial/Industrial Remodel	CRICKET - SUITE A (LANDLORD WORK ONLY)
Garden City	UTILITY	1530 LAREU STE A Road	466.25	0	Electrical	Commercial/Industrial Remodel	UNITED WIRELESS - SUITE A (LANDLORD WORK ONLY)
Garden City	MECHANICAL	201 East KANSAS	62	4000	Mechanical	Commercial/Industrial Remodel	REPLACE ICE MACHINE-409337
Garden City	MECHANICAL	1106 North MAIN	3960	950000	Mechanical	Commercial/Industrial Remodel	VRF INSTALLATION
Garden City	UTILITY	2424 North TAYLOR Avenue	8609.71	0	Plumbing	Commercial/Industrial Remodel	NEW 160X244 BUILDING & 22X35 BUILDING W/ 6 FUEL PUMP ISLANDS & 46X112 CANOPY-WAL-MART NEIGHBORHOOD MARKET & FUEL STATION
Garden City	UTILITY	2424 North TAYLOR Avenue	2200	0	Plumbing	Commercial/Industrial Remodel	NEW 160X244 BUILDING & 22X35 BUILDING W/ 6 FUEL PUMP ISLANDS & 46X112 CANOPY-WAL-MART NEIGHBORHOOD MARKET & FUEL STATION
Garden City	GAS	901 West MARY FRONTAGE	29	200	Gas Permit	Commercial/Industrial Remodel	GAS PRESSURE TEST
Garden City	BUILDING PERMIT	1203 North TAYLOR	32	2500	Building	Commercial/Industrial Remodel	REMODEL STORE FRONT
Garden City	BUILDING PERMIT	317 North SEVENTH	665	120000	Building	Commercial/Industrial Remodel	INTERIOR FINISH OF COMMERCIAL OFFICE (UNIT 8)
Garden City	SIGN PERMIT	3105 PRAIRIE	75	0	Pole Sign	Commercial/Industrial Remodel	POLE CABINET SIGN
Garden City	ELECTRICAL	1106 North MAIN	693.75	125000	Electrical	Commercial/Industrial Remodel	HVAC UPGRADE PROJECT
Garden City	BUILDING PERMIT	2007 West MARY	62	4000	Building	Commercial/Industrial Remodel	6' CHAIN LINK FENCE
Garden City	SIGN PERMIT	1740 LAREU	225	0	Wall Sign	Commercial/Industrial Remodel	3 NEW SIGNS FOR RUE 21 - CHANNEL LETTER, POLE SIGN AND PROJECTING SIGN
Garden City	UTILITY	2424 North TAYLOR Avenue	9190.25	0	Electrical	Commercial/Industrial Remodel	NEW 160X244 BUILDING & 22X35 BUILDING W/ 6 FUEL PUMP ISLANDS & 46X112 CANOPY-WAL-MART NEIGHBORHOOD MARKET & FUEL STATION
Garden City	UTILITY	2424 North TAYLOR Avenue	466.25	0	Electrical	Commercial/Industrial Remodel	NEW 160X244 BUILDING & 22X35 BUILDING W/ 6 FUEL PUMP ISLANDS & 46X112 CANOPY-WAL-MART NEIGHBORHOOD MARKET & FUEL STATION
Garden City	BUILDING PERMIT	1106 North MAIN	4847.5	0	Building	Misc	REMODEL & BUILDING ADDITION
Garden City	BUILDING PERMIT	801 CAMPUS	2082	480000	Building	Misc	REPLACE PARKING LOT, TO INCLUDE LIGHTING-GCCC LIBRARY
Garden City	SIGN PERMIT	2720 CAMPUS	35	0	Temporary Sign	Misc	3X5 TEMPORAY BANNER SIGN-CHURCH OF THE NAZARENE
Garden City	SIGN PERMIT	1706 East SPRUCE	75	0	Ground Sign	Misc	STUDENT HOUSING SIGN

Garden City	PLUMBING	124 FLEMING Street	0	805	Plumbing	Misc	REPLACE 40 GALLON NATURAL GAS WATER HEATER
Garden City	BUILDING PERMIT	801 CAMPUS-WELDING LAB	4710	1200000	Building	Misc	REMODEL OF WELDING LAB-GCCC
Garden City	EXCAVATION	COX BLANKET PERMIT-SEE ATTACHED ADDRESSING	30	0	Excavation	Misc	TRENCH EXCAVATION FOR COX COMMUNICATIONS CABLE FROM HOUSE TO PEDISTALS
Garden City	DEMO PERMIT	801 CAMPUS	0	0	Demo	Misc	INTERIOR DEMO OF BETH TEDROW STUDENT CENTER & DPAC RESTROOM & LOBBY
Garden City	BUILDING PERMIT	801 CAMPUS-STUDENT CENTER	5110	1400000	Building	Misc	INTERIOR REMODEL OF BETH TEDROW STUDENT CENTER & DPAC RESTROOM & LOBBY AREA
Garden City	DEMO PERMIT	1802 East SPRUCE	30	0	Demo	Misc	INTERIOR DEMO OF WELDING LAB
Garden City	BUILDING PERMIT	1660 LAREU STE C	220	37955	Building	New Commercial	TENANT FINISH-GREAT CLIPS
Garden City	BUILDING PERMIT	1530 LAREU STE A Road	489.5	80500	Building	New Commercial	UNITED WIRELESS - SUITE A (LANDLORD WORK ONLY)
Garden City	BUILDING PERMIT	1660 LAREU STE A	476	78000	Building	New Commercial	CRICKET - SUITE A (LANDLORD WORK ONLY)
Garden City	BUILDING PERMIT	1660 LAREU STE C	561.5	97000	Building	New Commercial	GREAT CLIPS - SUITE C(300) (LANDLORD WORK ONLY)
Garden City	BUILDING PERMIT	1660 LAREU STE D	449	72000	Building	New Commercial	NAIL STYLE - SUITE D (LANDLORD WORK ONLY)
Garden City	EXCAVATION	606 CONKLING	30	0	Excavation	Residential Remodel	REPAIR WATER SERVICE LINE-WILL NEED A LICENSED PLUMBER TO FOR TIE IN TO CITY MAIN AND FOR EXCAVATION. EXCAVATION PERMIT REQUIRED.
Garden City	PLUMBING	606 CONKLING	29	200	Plumbing	Residential Remodel	REPAIR WATER SERVICE LINE-WILL NEED A LICENSED PLUMBER TO FOR TIE IN TO CITY MAIN AND FOR EXCAVATION. EXCAVATION PERMIT REQUIRED.
Garden City	BUILDING PERMIT	1010 North SEVENTH	29	800	Building	Residential Remodel	INSTALL PATIO SLAB & REAR SIDEWALK
Garden City	BUILDING PERMIT	308 North FIRST	29	737	Building	Residential Remodel	REPLACE 5 WINDOWS
Garden City	MECHANICAL	504 North THIRD	29	2500	Mechanical	Residential Remodel	CHANGE OUT 2 TON A/C
Garden City	BUILDING PERMIT	409 MAGNOLIA	29	300	Building	Residential Remodel	REPLACE SIDING
Garden City	BUILDING PERMIT	1409 A	29	1200	Building	Residential Remodel	6ft WOOD FENCE
Garden City	BUILDING PERMIT	310 WASHINGTON	29	1200	Building	Residential Remodel	6FT WOOD FENCE
Garden City	BUILDING PERMIT	608 North NINTH	29	3000	Building	Residential Remodel	6FT REAR & 3FT FRONT WOOD FENCE
Garden City	BUILDING PERMIT	2008 CHEROKEE	29	1200	Building	Residential Remodel	INSTALL 2 ESCAPE WINDOWS
Garden City	CURB CUT	2921 BELMONT	30	0	Curb Cut	Residential Remodel	FILL AREA BETWEEN CURB & SIDEWALK WITH CONCRETE
Garden City	ELECTRICAL	711 East SANTA FE	29	500	Electrical	Residential Remodel	REWORK SERVICE
Garden City	PLUMBING	2016 DENNISON	29	800	Plumbing	Residential Remodel	REMOVE AND REPLACE 40 GALLON NG WATER HEATER
Garden City	PLUMBING	1007 North FIFTH	29	0	Plumbing	Residential Remodel	INSTALL UNDERGROUND SPRINKLER IN FRONT AND BACK YARD
Garden City	CURB CUT	216 SPENCER	30	3840	Curb Cut	Residential Remodel	EXTEND DRIVEWAY
Garden City	BUILDING PERMIT	2308 PAWNEE	56	4000	Building	Residential Remodel	8FT WOOD FENCE
Garden City	BUILDING PERMIT	2104 West JONES	424	52000	Building	Residential Remodel	32X19.8X16 METAL BUILDING ADDITION

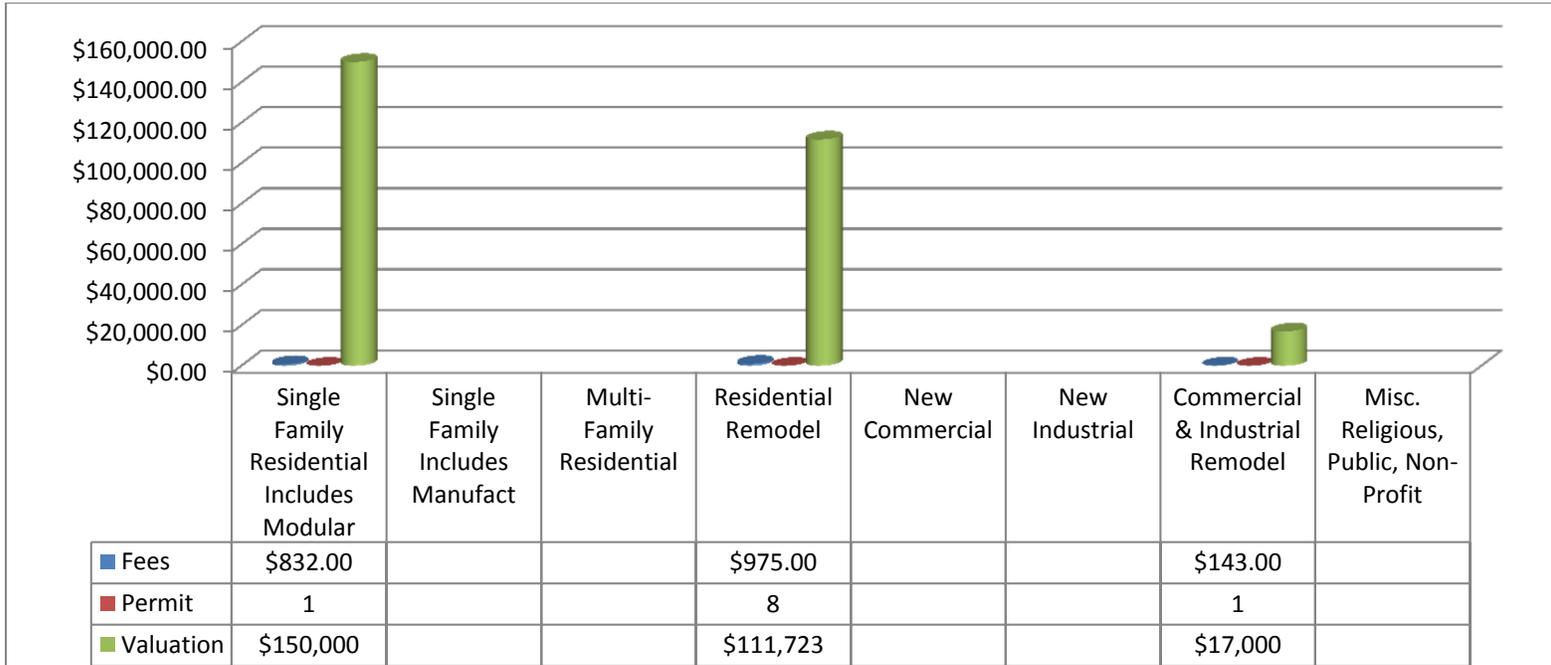
Garden City	BUILDING PERMIT	709 North THIRD-GUEST HOUSE	29	3000	Building	Residential Remodel	REMODEL GUEST QUARTERS-Will need to paved parking stalls.
Garden City	BUILDING PERMIT	950 North JENNIE BARKER #86	29	995	Building	Residential Remodel	INSTALL 20X21 METAL CARPORT
Garden City	ELECTRICAL	408 North FIRST	29	1000	Electrical	Residential Remodel	RELOCATE SERVICE-100 AMP
Garden City	EXCAVATION	305 EVANS	30	0	Excavation	Residential Remodel	REPLACE SEWER LINE
Garden City	PLUMBING	305 EVANS	29	4000	Plumbing	Residential Remodel	REPLACE SEWER LINE
Garden City	GAS	1123 PEARL	29	200	Gas Permit	Residential Remodel	INSTALL NEW GAS LINE FOR STOVE
Garden City	GAS	710 North SEVENTH	29	500	Gas Permit	Residential Remodel	RELOCATE GAS LINE
Garden City	ELECTRICAL	208 South SEVENTH	29	500	Electrical	Residential Remodel	REWIRE HOUSE
Garden City	BUILDING PERMIT	306 COLLEGE #1	56	4000	Building	Residential Remodel	REPAIR WALL DAMAGE DUE TO VEHICLE ACCIDENT
Garden City	BUILDING PERMIT	1212 North TENTH	29	500	Building	Residential Remodel	REPLACE ENTRY DOOR
Garden City	BUILDING PERMIT	2103 APACHE	29	2000	Building	Residential Remodel	12X16.5 WOOD SHED
Garden City	BUILDING PERMIT	2014 OLD MANOR	29	700	Building	Residential Remodel	6FT WOOD FENCE REPLACEMENT
Garden City	BUILDING PERMIT	2001 CHEROKEE	56	6000	Building	Residential Remodel	24x7 SIDEWALK & 23X64 PATIO SLAB IN REAR YARD
Garden City	BUILDING PERMIT	610 MAGNOLIA	105	20000	Building	Residential Remodel	INTERIOR REMODEL
Garden City	GAS	607 East SANTA FE	29	400	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	BUILDING PERMIT	511 PENNSYLVANIA	29	300	Building	Residential Remodel	REPLACE CHAINLINK FENCE IN REAR YARD ON SOUTH SIDE
Garden City	PLUMBING	2013 CRESTWAY	29	1200	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
Garden City	PLUMBING	606 CONKLING	29	200	Plumbing	Residential Remodel	REPAIR WATER SERVICE LINE-WILL NEED A LICENSED PLUMBER TO FOR TIE IN TO CITY MAIN AND FOR EXCAVATION. EXCAVATION PERMIT REQUIRED.
Garden City	GAS	1612 CENTER	29	500	Gas Permit	Residential Remodel	RUN GAS LINE ATTACHED TO HOUSE TO ELIMINATE UNDERGROUND LINE THIS IS BREAKING - GAS PRESSURE TEST
Garden City	UTILITY	304.5 North FIRST	466.25	0	Electrical	Residential Remodel	REMODEL BATHROOM TO CODE
Garden City	BUILDING PERMIT	2012 ANTLER RIDGE	467.5	85000	Building	Residential Remodel	BEDROOM AND BATH ADDITION
Garden City	MECHANICAL	1902 HARDING #1	56	4000	Mechanical	Residential Remodel	CHANGE OUT 100K 80% FURNACE AND 4 TON A/C
Garden City	BUILDING PERMIT	1706 PINECREST	105	8000	Building	Residential Remodel	6FT WOOD FENCE
Garden City	BUILDING PERMIT	1516 North NINTH	29	1000	Building	Residential Remodel	REPLACE SECTION OF 6' WOOD FENCE
Garden City	CURB CUT	610 West MAPLE	30	0	Curb Cut	Residential Remodel	EXTEND DRIVEWAY
Garden City	PLUMBING	1511 COTTONTAIL	29	0	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
Garden City	MECHANICAL	1603 SHORTHORN	56	4000	Mechanical	Residential Remodel	C/O FURNACE & A/C
Garden City	BUILDING PERMIT	2605 North MAIN	105	8000	Building	Residential Remodel	STUCCO HOUSE
Garden City	GAS	1717 CENTER	29	300	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	MECHANICAL	1110 North SIXTH	29	2619	Mechanical	Residential Remodel	REPLACE A/C
Garden City	BUILDING PERMIT	2021 North THIRD	29	300	Building	Residential Remodel	REAR & SIDE YARD SIDEWALK
Garden City	BUILDING PERMIT	1902 A	29	1500	Building	Residential Remodel	14X40 CARPORT
Garden City	PLUMBING	601 CONKLING	29	1500	Plumbing	Residential Remodel	REPLACE SEWER LINE
Garden City	PLUMBING	612 MAGNOLIA	29	1200	Plumbing	Residential Remodel	INSTALL WATERLINE FOR SPRINKLER SYSTEM
Garden City	PLUMBING	614 MAGNOLIA	29	1200	Plumbing	Residential Remodel	INSTALL WATER LINE FOR SPRINKLER SYSTEM

Garden City	EXCAVATION	601 CONKLING	30	0	Excavation	Residential Remodel	REPLACE SEWER LINE
Garden City	DEMO PERMIT	20960 North ANDERSON	43	0	Demo	Residential Remodel	DEMO OF FARMHOUSE
Garden City	BUILDING PERMIT	1706 North THIRD	29	1500	Building	Residential Remodel	INSTALL 12x25 CONCRETE SLAB & 15X18 PERGOLA
Garden City	BUILDING PERMIT	1010 FLEMING	130	24700	Building	Residential Remodel	BASEMENT REMODEL-TRINITY LUTHERAN CHURCH-Will stop at \$24700
Garden City	BUILDING PERMIT	2504 B	56	3200	Building	Residential Remodel	REPLACING ROOF ON PATIO COVER
Garden City	ELECTRICAL	1510 East LAUREL	29	500	Electrical	Residential Remodel	REPLACE INDOOR BREAKER BOX 100 AMP EXISTING FEDERAL PACIFIC BOX TO CH 100 AMP NEW BREAKER BOX
Garden City	PLUMBING	2005 DOWNING	56	4100	Plumbing	Residential Remodel	REPLACE SEWER SERVICE LINE
Garden City	PLUMBING	906 LYLE	29	800	Plumbing	Residential Remodel	REMOVE AND REPLACE 40 GAL NG WATER HEATER
Garden City	BUILDING PERMIT	2601 East FAIR	58	3000	Building	Residential Remodel	11X29 DECK
Garden City	BUILDING PERMIT	1706 BLUFF	56	4800	Building	Residential Remodel	6FT WOOD FENCE
Garden City	MECHANICAL	4578 West JONES	29	2200	Mechanical	Residential Remodel	CHANGE OUT 3 TON A/C
Garden City	PLUMBING	501 SUSAN	29	2500	Plumbing	Residential Remodel	UNDERGROUND SPRINKLER SYSTEM
Garden City	PLUMBING	451 SUSAN Street	29	2500	Plumbing	Residential Remodel	UNDERGROUND SPRINKLER SYSTEM
Garden City	PLUMBING	509 West FAIR	56	4100	Plumbing	Residential Remodel	REPLACE SEWER LINE FROM FOUNDATION TO CITY MAIN
Garden City	MECHANICAL	1709 North SIXTH	56	3500	Mechanical	Residential Remodel	C/O 2.5 TON A/C
Garden City	UTILITY	2230 GLENWOOD	50	0	Plumbing	Residential Remodel	NEW SINGLE FAMILY HOME
Garden City	BUILDING PERMIT	406 North THIRD	29	700	Building	Residential Remodel	4FT WIRE FENCE
Garden City	UTILITY	2230 GLENWOOD	466.25	0	Electrical	Residential Remodel	NEW SINGLE FAMILY HOME
Garden City	GAS	2124 ANTLER RIDGE	29	300	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	BUILDING PERMIT	211 WASHINGTON	29	2500	Building	Residential Remodel	NEW SIDING, WINDOWS & R/R 1 SQ
Garden City	BUILDING PERMIT	1607 CONKLING	29	1300	Building	Residential Remodel	12X18 COVERED PATIO
Garden City	CURB CUT	506 ALYSSA Court	30	0	Curb Cut	Residential Remodel	EXTEND DRIVEWAY
Garden City	CURB CUT	510 ALYSSA	30	0	Curb Cut	Residential Remodel	EXTEND DRIVEWAY
Garden City	CURB CUT	2827 LORAINE	30	0	Curb Cut	Residential Remodel	REMOVE AND REPLACE DRIVEWAY
Garden City	ELECTRICAL	4101 East HWY 50-#445	29	700	Electrical	Residential Remodel	RELOCATE ELECTRICAL PANEL
Garden City	PLUMBING	2812 CLIFF	29	2500	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	2002 HATTIE	29	500	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	1104 CAMPUS	130	15000	Building	Residential Remodel	R/R 35SQ METAL & TPO
Garden City	ELECTRICAL	1615 CRESTWAY	56	3500	Electrical	Residential Remodel	COMPLETE REMODEL - RENEWAL OF B13-000218
Garden City	ELECTRICAL	2009 JUNIPER	29	500	Electrical	Residential Remodel	EXTEND ELECTRICAL SERVICE TO SHED, INCLUDES 3 LIGHTS, 1 FAN, 12-15 RECEPTICALS,
Garden City	CURB CUT	1408 East JOHNSON	30	0	Curb Cut	Residential Remodel	R/R SIDEWALK,DRIVEWAY & APPROACH
Garden City	BUILDING PERMIT	1712 East LAUREL	29	1000	Building	Residential Remodel	REPLACEMENT OF PORCH WITH NEW WOOD DECK
Garden City	BUILDING PERMIT	3304 YELLOWSTAR	105	6294	Building	Residential Remodel	INSTALL SLIDING DOOR
Garden City	PLUMBING	808 SUMMIT	29	1000	Plumbing	Residential Remodel	REPLACE MAIN WATER LINE
Garden City	BUILDING PERMIT	3107 YELLOWSTAR	589.8	117000	Building	Residential Remodel	24 X 48 SHOP/GARAGE - Must be at least 4' from property line.
Garden City	BUILDING	304.5 North FIRST	56	5000	Building	Residential Remodel	REMODEL BATHROOM TO CODE

	PERMIT						
Garden City	MECHANICAL	711 North FIRST	56	4500	Mechanical	Residential Remodel	BTU FURNACE AND COIL
Garden City	BUILDING PERMIT	2105 ANDOVER	118	8012	Building	Residential Remodel	R/R 33 SQ. COMP SHINGLES
Garden City	ELECTRICAL	4101 East HWY 50 #445	29	1000	Electrical	Residential Remodel	REWORK ELECTRICAL PANEL
Garden City	BUILDING PERMIT	1005 North THIRD Street	29	500	Building	Residential Remodel	6' METAL AND WOOD FENCE
Garden City	CURB CUT	3613 CHEYENNE	30	0	Curb Cut	Residential Remodel	INSTALL SIDEWALK AROUND HOUSE
Garden City	ELECTRICAL	1021 North FOURTH	29	400	Electrical	Residential Remodel	RAISE CONDUIT FOR MAIN SERVICE
Garden City	PLUMBING	802 North SIXTH #5	29	800	Plumbing	Residential Remodel	REMOVE AND REPLACE 40 GALLON WATER HEATER
Garden City	CURB CUT	1203 OLD MANOR	30	0	Curb Cut	Residential Remodel	WIDEN EXISTING DRIVEWAY AND ADD WALKWAY FROM DOOR TO STREET
Garden City	BUILDING PERMIT	3801 East SPRUCE	200	40000	Building	Residential Remodel	INSTALL NEW ROOF, RE-MODEL HOUSE, INSTALL NEW AIR & HEATING
Garden City	ELECTRICAL	806 East THOMPSON	29	250	Electrical	Residential Remodel	REPLACE BREAKER PANEL
Garden City	BUILDING PERMIT	608 CONKLING	105	14753	Building	Residential Remodel	SIDING INSTALLATION, SOFFIT AND FASCIA WRAPS AND NEW GUTTERING
Garden City	BUILDING PERMIT	631 BRIAR HILL	29	2000	Building	Residential Remodel	BUILD WOOD DECK ON BACK YARD PATIO
Garden City	GAS	708 BANCROFT	29	850	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	4101 East HWY 50 #112	29	100	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	BUILDING PERMIT	1005 THERON	56	3500	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	1001 THERON	29	1233	Building	Residential Remodel	INSTALL ESCAPE BASEMENT WINDOW
Garden City	BUILDING PERMIT	710 North SEVENTH	105	20000	Building	Residential Remodel	CLOSE IN BACK PORCH
Garden City	BUILDING PERMIT	4101 East HWY 50 #513	112	6000	Building	SF Manufactured (HUD Standards)	INSTALL A 16X72 2000 FLEE MOBILE HOME
Garden City	BUILDING PERMIT	2230 GLENWOOD	1042	250000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME



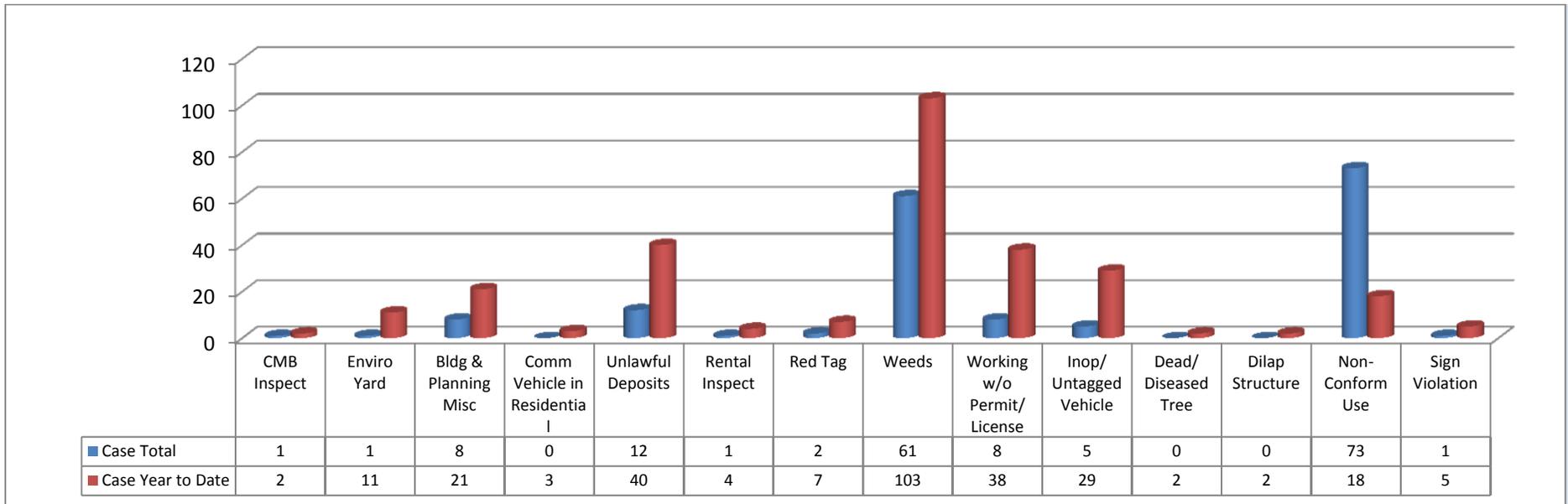
City of Holcomb



councildistrict	permittype	address	amount	value	purpose	structure	projectdescription
Holcomb	BUILDING PERMIT	204 East JONES	143	17000	Building	Commercial/Industrial Remodel	R/R TPO ROOF
Holcomb	BUILDING PERMIT	403 OLDWEILER	82	3500	Building	Residential Remodel	12 X 16 STORAGE SHED
Holcomb	BUILDING PERMIT	507 DAVID	144	21273	Building	Residential Remodel	REPAIR OF FIRE DAMAGE TO HOUSE
Holcomb	MECHANICAL	105 COLTON	42	3500	Mechanical	Residential Remodel	REPLACE A/C-409261
Holcomb	MECHANICAL	107 JENNY	42	7750	Mechanical	Residential Remodel	REPLACE FURNACE & A/C-409311
Holcomb	PLUMBING	305 LAURA	29	800	Plumbing	Residential Remodel	REPLACE 40 GALLON NG WATER HEATER
Holcomb	BUILDING PERMIT	403 FLORENCE	539	72000	Building	Residential Remodel	NEW DETACHED MOTHER-IN-LAW/GUEST HOUSE
Holcomb	BUILDING PERMIT	105 JO ELLA Drive	55	2800	Building	Residential Remodel	12X18 DECK
Holcomb	ELECTRICAL	200 South HENDERSON	42	100	Electrical	Residential Remodel	TEMP RECEPTICLE 20 AMP GFCI
Holcomb	BUILDING PERMIT	205 TYLER	832	150000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY RESIDENCE



MAY 2015 CODE COMPLIANCE REPORT



Jurisdiction	File#	Address	Category	Description	OpenDate	CloseDate
Garden City	15-001010	806 East THOMPSON	Bldg Code Misc	CONSULTATION W/ BRENT	5/6/2015	
Garden City	15-001032	304 North NINTH	Bldg Code Misc	CONSULTAION W/ CHIEF SHELTON RE: PD PROJECT	5/7/2015	
Garden City	15-001036	115 East LAUREL	Bldg Code Misc	CONSULTATION-MEET W/ STEWART NELSON RE: LEWIS MOTORS STORE & OTHER PROJECTS	5/8/2015	
Garden City	15-001105	1207 HATTIE	Bldg Code Misc	ENVIRONMENTAL YARD-SEWAGE BACKING UP INTO YARD	5/15/2015	
Garden City	15-001145	408 North FIRST	Bldg Code Misc	CONSULTATION REGARDING ELECTRICAL	5/20/2015	

Garden City	15-001146	610 MAGNOLIA	Bldg Code Misc	CONSULTATION-RE: CEILING BEAM	5/20/2015	
Garden City	15-001186	2125 AIR SERVICE Road	Bldg Code Misc	CONSULTATION-DILAPIDATED STRUCTURE	5/26/2015	
Garden City	15-001213	1205 A	Bldg Code Misc	CONSULTATION-RE: SCHOOL GAS LINE REPAIRS	5/27/2015	
Garden City	15-001024	1621 North TAYLOR	Bldg Code Misc	CMB INSPECTION - THE FOOL MOON SALOON	5/7/2015	
Garden City	15-001073	1808 OROSCO	Environmental Yard	ENIRONMENTAL YARD-SCRAP WOOD	5/12/2015	5/14/2015
Garden City	15-001106	604 East SANTA FE	Environmental Yard	ENVIRONMENTAL YARD-SEWAGE BACKING UP INTO YARD	5/15/2015	
Garden City	15-001008	1015 North FOURTH	Non-Conforming Use	PARKING ON UNIMPROVED SURFACE IN REAR YARD	5/6/2015	
Garden City	15-001009	1017 North FOURTH	Non-Conforming Use	PARKING ON UNIMPROVED SURFACE IN REAR YARD	5/6/2015	
Garden City	15-001180	503 East KANSAS	Non-Conforming Use	ENVIRONMENTAL-GREASE TRAP UNCOVERED IN ALLEY ROW	5/22/2015	
Garden City	15-001003	4101 East HWY 50 #445	Red Tag	RED TAG-METER PULLED DUE TO ELECTRICAL FIRE	5/6/2015	
Garden City	15-001189	306 COLLEGE	Red Tag	RED TAG-VEHICLE DROVE INTO BUILDING	5/26/2015	
Garden City	15-001042	601 CONKLING	Rental Inspection	RENTAL INSPECTION-EXTERIOR DRAINAGE LINE NOT CAPPED AND BACKING UP INTO YARD	5/8/2015	
Garden City	15-001147	1505 SUNDANCE	ROW Obstruction	OVERGROWN TREES OBSTRUCTING ALLEY ROW	5/20/2015	
Garden City	15-001285	KANSAS AVE-SIGNS	Sign	ILLEGAL SIGNS ON KANSAS AVE	5/29/2015	5/29/2015
Garden City	15-000993	803 PEARL	Unlawful Deposits	UNLAWFUL DEPOSIT-FURNITURE NEXT TO DUMPSTER IN ALLEY ROW	5/5/2015	6/3/2015
Garden City	15-001006	507 East SANTA FE	Unlawful Deposits	UNLAWFUL DEPOSITS-MISC. FURNITURE & BABY STROLLER BY CURB	5/6/2015	5/7/2015
Garden City	15-001118	2402 CASEY'S	Unlawful Deposits	UNLAWFUL DEPOSITS-CONCRETE PILED ON SIDEWALK	5/18/2015	
Garden City	15-001134	1102 SAFFORD	Unlawful Deposits	UNLAWFUL DEPOSIT- MATTRESSES IN ALLEY ROW	5/19/2015	
Garden City	15-001135	1101 BANCROFT	Unlawful Deposits	UNLAWFUL DEPOSITS-TREE BRANCHES & SIDING IN ALLEY ROW	5/19/2015	

Garden City	15-001141	2009 North TENTH	Unlawful Deposits	UNLAWFUL DEPOSITS-MISC. FURNITURE BY CURB	5/19/2015	
Garden City	15-001148	1509 SUNDANCE	Unlawful Deposits	UNLAWFUL DEPOSITS-TREE LIMBS IN ALLEY ROW	5/20/2015	
Garden City	15-001181	634 North EIGHTH	Unlawful Deposits	UNLAWFUL DEPOSITS-SOFA IN ALLEY ROW	5/22/2015	5/27/2015
Garden City	15-001199	204 South TWELFTH	Unlawful Deposits	Unlawful deposit	5/26/2015	
Garden City	15-001201	201 South THIRTEENTH	Unlawful Deposits	Unlawful deposit	5/26/2015	
Garden City	15-001280	508 North ELEVENTH	Unlawful Deposits	Unlawful deposit tree branches	5/29/2015	
Garden City	15-001257	2404 ESTES	Unlawful Deposits	Unlawful deposit behind fence tee branches	5/28/2015	
Garden City	15-001071	1706 West KANSAS	Vehicles	INOPERABLE/UNTAGGED VEHICLE	5/12/2015	
Garden City	15-001184	212 South FIRST	Vehicles	I tagged vehicle.	5/26/2015	
Garden City	15-001193	207 South TENTH	Vehicles	I tagged vehicle	5/26/2015	6/8/2015
Garden City	15-001197	507 West MAPLE	Vehicles	Untagged vehicle	5/26/2015	6/8/2015
Garden City	15-001198	208 South TWELFTH	Vehicles	Untagged vehicle	5/26/2015	
Garden City	15-000971	301 NELSON	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/1/2015	6/8/2015
Garden City	15-000991	607 East SANTA FE	Weeds	FINNEY COUNTY BOARD OF COUNTY COMMISSIONERS	5/4/2015	5/13/2015
Garden City	15-001007	604 East SANTA FE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT IN REAR YARD	5/6/2015	5/7/2015
Garden City	15-001033	403 EVANS	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/8/2015	5/13/2015
Garden City	15-001038	1107 GILLESPIE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT IN REAR YARD	5/8/2015	
Garden City	15-001043	2122 SANDIA	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/8/2015	
Garden City	15-001051	2709 PEARLY JANE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT IN FRONT & REAR YARD	5/11/2015	
Garden City	15-001055	3318 PRIMROSE & ALL VACANT LOTS ON WINTER STREET	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/11/2015	5/29/2015
Garden City	15-001068	402 WASHINGTON	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/12/2015	5/26/2015
Garden City	15-001069	311 North THIRD	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/12/2015	6/1/2015
Garden City	15-001070	1706 West KANSAS	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/12/2015	6/1/2015
Garden City	15-001072	1808 OROSCO	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/12/2015	5/14/2015
Garden City	15-001074	2003 North TENTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/13/2015	6/4/2015
Garden City	15-001076	411 EVANS	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/13/2015	6/1/2015

Garden City	15-001090	1010 North MAIN	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/14/2015	5/15/2015
Garden City	15-001096	601 AMY	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/14/2015	
Garden City	15-001097	603 AMY	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/14/2015	
Garden City	15-001165	1804 ST JOHN	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/22/2015	
Garden City	15-001176	910 North THIRTEENTH	Weeds	Weeds	5/22/2015	
Garden City	15-001182	304 North TWELFTH	Weeds	Weeds	5/22/2015	
Garden City	15-001191	201 South TENTH	Weeds	Weeds	5/26/2015	6/8/2015
Garden City	15-001200	201 South TWELFTH	Weeds	Weeds	5/26/2015	6/10/2015
Garden City	15-001202	503 North TAYLOR	Weeds	Weeds	5/26/2015	
Garden City	15-001203	709 ST JOHN	Weeds	Weeds	5/26/2015	6/9/2015
Garden City	15-001209	1703 North ELEVENTH	Weeds	Weed behind fence	5/27/2015	
Garden City	15-001210	1701 North ELEVENTH	Weeds	Weeds behind fence	5/27/2015	
Garden City	15-001211	1532 North TWELFTH	Weeds	Weeds behind fence	5/27/2015	
Garden City	15-001214	1613 North ELEVENTH	Weeds	Weeds behind fence	5/27/2015	
Garden City	15-001215	1601 North ELEVENTH	Weeds	Weeds behind fence	5/27/2015	
Garden City	15-001216	1511 North ELEVENTH	Weeds	Weeds behind fence	5/27/2015	
Garden City	15-001217	1512 North TWELFTH	Weeds	Weeds behind fence	5/27/2015	
Garden City	15-001218	1509 North ELEVENTH	Weeds	Weeds behind fence	5/27/2015	
Garden City	15-001219	1528 North THIRTEENTH	Weeds	Weeds behind fence	5/27/2015	
Garden City	15-001220	1303 North TAYLOR	Weeds	Weeds	5/27/2015	
Garden City	15-001221	1608 BANCROFT	Weeds	Weeds behind fence	5/27/2015	
Garden City	15-001222	1612 BANCROFT	Weeds	Weeds behind fence	5/27/2015	
Garden City	15-001223	1311 BANCROFT	Weeds	Weeds behind fence	5/27/2015	
Garden City	15-001224	1313 BANCROFT	Weeds	Weeds behind fence	5/27/2015	
Garden City	15-001225	1315 BANCROFT	Weeds	Weeds behind fence	5/27/2015	
Garden City	15-001232	604 East EDWARDS	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/28/2015	
Garden City	15-001234	1704 West KANSAS	Weeds	Weeds behind fence	5/28/2015	
Garden City	15-001237	1612 West KANSAS	Weeds	Weeds	5/28/2015	
Garden City	15-001238	1002 SAFFORD	Weeds	Weeds behind fence	5/28/2015	
Garden City	15-001240	609 North ELEVENTH	Weeds	Weeds behind fence	5/28/2015	
Garden City	15-001241	607 North ELEVENTH	Weeds	Weeds behind fence	5/28/2015	
Garden City	15-001242	606 North THIRTEENTH	Weeds	Weeds behind fence	5/28/2015	
Garden City	15-001254	2606 East FAIR	Weeds	Weeds	5/28/2015	
Garden City	15-001255	2004 APACHE	Weeds	Weeds behind fence	5/28/2015	
Garden City	15-001265	705 HARDING	Weeds	Weeds behind fence	5/29/2015	

Garden City	15-001266	2142 SANDIA	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/29/2015	
Garden City	15-001268	801 PARK	Weeds	Weeds behind fence	5/29/2015	
Garden City	15-001271	411 FLORENCE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/29/2015	
Garden City	15-001272	405 FLORENCE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/29/2015	
Garden City	15-001274	305 North TENTH	Weeds	Weeds	5/29/2015	
Garden City	15-001275	405 West CHESTNUT	Weeds	Weeds	5/29/2015	
Garden City	15-001276	313 North TENTH	Weeds	Weeds	5/29/2015	
Garden City	15-001277	317 North TENTH	Weeds	Weeds	5/29/2015	
Garden City	15-001278	319 North TENTH	Weeds	Weeds	5/29/2015	
Garden City	15-001279	506 North ELEVENTH	Weeds	Weeds behind fence	5/29/2015	
Garden City	15-001282	515 North TENTH	Weeds	Weeds	5/29/2015	
Garden City	15-001283	601 North EIGHTH	Weeds	Weeds	5/29/2015	
Garden City	15-001281	513 North TENTH	Weeds	Weeds behind fence	5/29/2015	
Garden City	15-000975	2225 CENTER	Work w/o Permit	WORK W/O PERMIT	5/1/2015	5/1/2015
Garden City	15-001054	805 PEARL	Work w/o Permit	WORKING W/O A PERMIT	5/11/2015	
Garden City	15-001067	2021 North THIRD	Work w/o Permit	WORKING W/O A LICENSED CONTRACTOR	5/12/2015	5/13/2015
Garden City	15-001075	2601 East FAIR	Work w/o Permit	BUILDING DECK WITH NO PERMIT	5/13/2015	
Garden City	15-001127	114 East BELLEVUE	Work w/o Permit	WORKING W/O A PERMIT-	5/18/2015	
Garden City	15-001132	2401 GLENWOOD Drive	Work w/o Permit	WORKING W/O A PERMIT-PATIO	5/19/2015	
Garden City	15-001231	613 EVANS	Work w/o Permit	WORKING W/O A PERMIT-DRIVEWAY/SIDEWALK	5/28/2015	
Garden City	15-001233	5965 KOEHN	Work w/o Permit	WORKING W/O A PERMIT-BUILDING HOUSE WITH EXPIRED PERMIT	5/28/2015	



City of Garden City
Monthly Financial Report FY 2015
For the Five Months Ended May 31, 2015
 Unaudited--Intended for Management Purposes Only

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

GENERAL FUND AT A GLANCE

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Revenues	20,987,996	9,909,391	8,394,517
Expenditures	22,067,020	9,188,932	8,784,975
Revenues Over(Under)	(1,079,024)	720,460	(390,457)

UTILITY FUND REVENUES AT A GLANCE

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Electric	32,395,213	11,772,032	12,086,112
Solid Waste	3,451,750	1,521,496	1,268,363
Drainage Utility	207,500	86,680	86,076
Water and Sewage	8,219,797	2,621,131	2,596,497
TOTAL	44,274,260	16,001,340	16,037,047

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
City Sales Tax	5,800,000	2,681,364	2,521,836
County Sales Tax	3,450,000	1,585,831	1,491,380
Franchise Tax			
Gas Utility	440,000	320,980	321,637
Telephone	67,000	24,987	28,507
CATV	232,000	117,131	115,134
Building Permits	228,250	172,669	97,118
Municipal Court Fines	1,000,000	359,747	395,825



**City of Garden City
 Monthly Financial Report FY 2015
 For the Five Months Ended
 May 31, 2015**

General Fund

General Fund Revenues collected through May were \$9,909,391. The May revenues represent 47.21% 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 41.64% of the total expenditures expected in the General Fund.

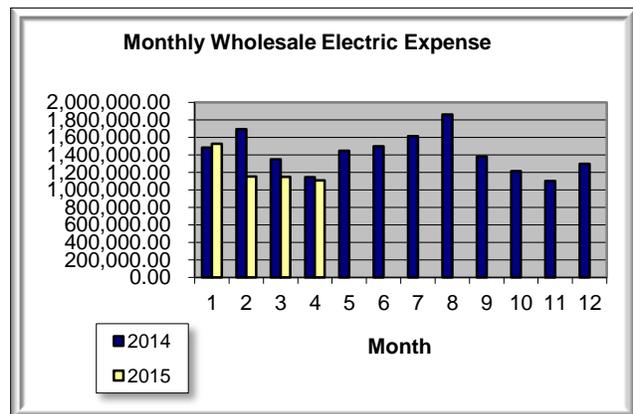
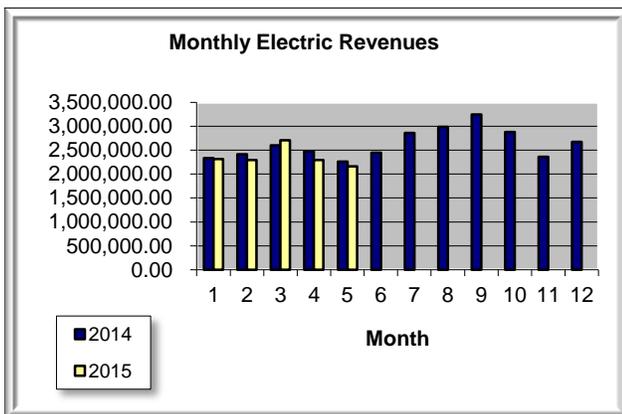
Selected Revenues

- City Sales Tax—Ahead by \$159,528 compared to May 2014 year to date collections, 6.33% ahead of 2014 for the five months ended.
- County Sales Tax— Collections for the five months ended are ahead of 2014 by \$94,451 or 6.33%.
- Franchise Tax—Budget estimates for 2015 remain approximately the same as 2014. Franchise fees are slightly lower than 2014 with the exception of the CATV.
- 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 May were behind 2014.

Utility Funds

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$32,395,213 for 2015 were \$11,772,032 through five months or 36.34% of budget.

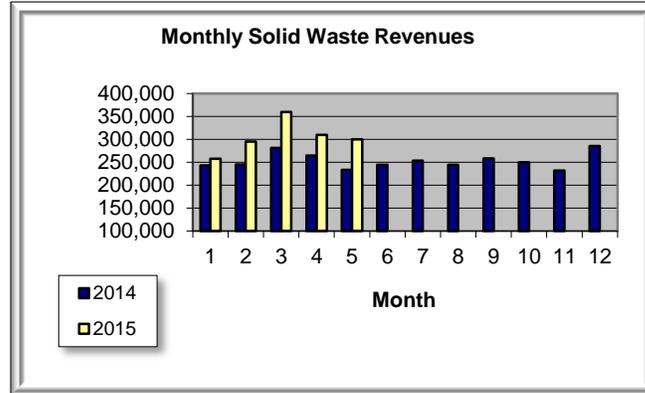


A main expense is Wholesale Electric in the Utility Fund. The 2015 revised budget for wholesale electric is \$19,500,000. The wholesale electric expense for May was not available at this printing.

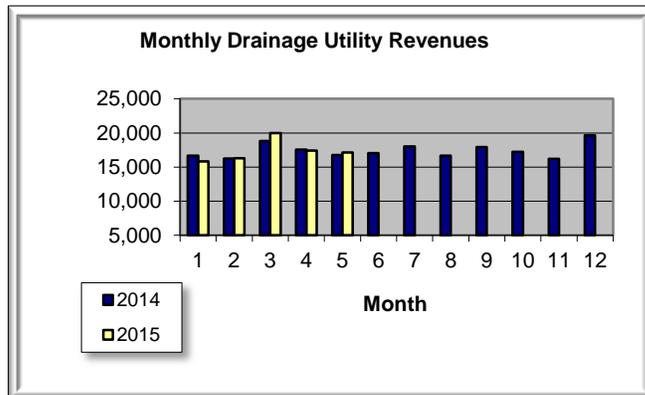


**City of Garden City
 Monthly Financial Report FY 2015
 For the Five Months Ended
 May 31, 2015**

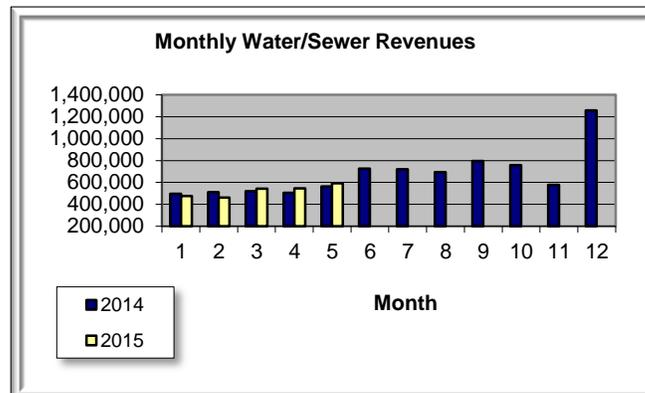
■ Solid Waste revenues – revised budget at \$3,451,750 for 2015 were \$1,521,496 through five months or 44.08% of budget.



■ Drainage Utility revenues – revised budget at \$207,500 for 2015 were \$86,680 through five months or 41.77%.



■ Water and Sewage revenues - revised budget at \$8,219,797 for 2015 were \$2,621,131 through five months or 31.89% of budget.





CITY OF GARDEN CITY, KANSAS
 Comparison of Cash Balances with Encumbrances and Composition of Cash
 For the Five Months Ended May 31, 2015

Fund	Unencumbered Cash Balance 1/1/2015	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 5/31/2015	Add Payables and Encumbrances	Treasurer's Cash 5/31/2015
<u>Operating</u>						
1 General	5,499,874.19	9,909,391.33	8,935,251.82	6,474,013.70	253,680.00	6,727,693.70
<u>Debt Service Fund</u>						
40 Bond and Interest	521,036.83	1,557,893.84	296,069.12	1,782,861.55	0.00	1,782,861.55
<u>Special Revenue Funds</u>						
4 TIF	566,068.41	449,807.05	362,437.08	653,438.38	0.00	653,438.38
5 Capital Improvement	940,431.34	3,782.10	16,300.62	927,912.82	0.00	927,912.82
6 Community Development Loan	15,251.69	2,236.80	0.00	17,488.49	0.00	17,488.49
7 Cemetery Endowment	30,369.43	2,111.45	175.00	32,305.88	0.00	32,305.88
8 Community Trust	1,650,502.33	113,662.50	181,385.90	1,582,778.93	166,200.00	1,748,978.93
10 DEA Forfeiture	18,078.62	-4,210.10	160.04	13,708.48	0.00	13,708.48
11 Drug Enforcement	70,498.18	9,153.78	0.00	79,651.96	0.00	79,651.96
15 Enhanced Wireless 911	359,727.98	74,077.86	56,195.49	377,610.35	0.00	377,610.35
18 Finnup Trust	89,955.66	104,000.00	20,625.96	173,329.70	0.00	173,329.70
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	-261.42	-21,008.67	3,848.23	0.00	3,848.23
27 Special Liability	161,338.38	0.00	72,312.56	89,025.82	0.00	89,025.82
29 Special Alcohol Programs	55,144.05	30,133.96	21,250.00	64,028.01	0.00	64,028.01
30 Special Recreation and Parks	113,692.92	35,250.41	55,550.12	93,393.21	0.00	93,393.21
31 FOLRZ Projects	0.00	0.00	0.00	0.00	0.00	0.00
32 Special Trafficway	975,114.66	356,263.83	256,318.93	1,075,059.56	123,617.00	1,198,676.56
50 Community Development Grant	0.00	0.00	0.00	0.00	0.00	0.00
53 Project Development	250,000.00	1,335.31	15,921.70	235,413.61	0.00	235,413.61
54 RHID Security Fund	0.00	0.00	0.00	0.00	0.00	0.00
Total Special Revenue	5,666,042.21	1,749,466.53	1,589,588.78	5,825,919.96	289,817.00	6,115,736.96
<u>Capital Projects Funds</u>						
41 2013-GO Bond Projects	179,119.48	0.00	0.00	179,119.48	0.00	179,119.48
48 2013-Temp Notes Series D	0.00	0.00	0.00	0.00	0.00	0.00
49 2013-Temp Notes Schulman Cross	1,295,415.45	0.00	496,490.60	798,924.85	0.00	798,924.85
Total Capital Projects	3,881,978.18	0.00	1,322,704.44	2,559,273.74	0.00	2,559,273.74
<u>Enterprise Funds</u>						
Electric Utility:						
67 Capital Reserve	750,000.00	312,500.00	0.00	1,062,500.00	0.00	1,062,500.00
68 General	4,780,787.17	11,772,032.20	9,234,262.74	7,318,556.63	702,584.37	8,021,141.00
69 Security Deposits	467,473.29	124,130.00	26,078.60	565,524.69	0.00	565,524.69
Total Electric Utility	5,998,260.46	12,208,662.20	9,260,341.34	8,946,581.32	702,584.37	9,649,165.69
Water and Sewer Utility:						
80 General	2,947,952.73	2,621,131.48	2,120,554.04	3,448,530.17	0.00	3,448,530.17
81 Wastewater Repair and Replacem	317,765.83	54,641.93	0.00	372,407.76	0.00	372,407.76
82 Water and Sewage Maintenance F	372,046.29	71,242.41	0.00	443,288.70	0.00	443,288.70
Total Water and Sewer Utility	3,637,764.85	2,747,015.82	2,120,554.04	4,264,226.63	0.00	4,264,226.63
Airport:						
60 General	521,676.76	635,907.07	339,524.06	818,059.77	0.00	818,059.77
61 Airport Improvement	98,758.68	48,099.84	70,183.77	76,674.75	0.00	76,674.75
Total Airport	620,435.44	684,006.91	409,707.83	894,734.52	0.00	894,734.52
Solid Waste Utility:						
75 General	1,395,919.80	1,521,496.37	1,072,945.53	1,844,470.64	460,067.00	2,304,537.64
Recreation Area:						
70 General Golf Course	50,162.64	374,842.36	388,678.58	36,326.42	21,846.00	58,172.42
71 Golf Course Building	6,957.48	1,104.00	0.00	8,061.48	0.00	8,061.48
Total Recreation Area	57,120.12	375,946.36	388,678.58	44,387.90	21,846.00	66,233.90
Drainage Utility:						
79 General	399,384.41	86,680.34	41,217.14	444,847.61	0.00	444,847.61
<u>Internal Service Funds</u>						
55 Health Insurance	324,738.40	1,415,298.17	1,539,984.71	200,051.86	0.00	200,051.86
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	199,334.35	437,106.08	0.00	437,106.08
36 Workers Compensation Reserve	480,585.22	15.75	13,768.88	466,832.09	0.00	466,832.09
Total Internal Service	1,882,002.96	1,855,563.92	1,753,087.94	1,984,478.94	0.00	1,984,478.94
Total All Funds	29,559,819.45	32,696,123.62	27,190,146.56	35,065,796.51	1,727,994.37	36,793,790.88



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 5/1/2015 Through 5/31/2015

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
3022	CONNECTING LINKS	0.00	111,983.67	75,000.00	36,983.67
3023	CONSUMER USE TAX	68,274.19	1,224,443.70	800,000.00	424,443.70
3028	LIQUOR CONSUMPTION TAX	0.00	129,072.44	79,000.00	50,072.44
3035	STATE REVENUE STAMP	(50.00)	(1,200.00)	0.00	(1,200.00)
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	556,736.96	8,840,393.04	5,750,000.00	3,090,393.04
3046	COUNTY SALES TAX	329,153.99	5,253,574.18	3,450,000.00	1,803,574.18
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	58,529.22	350,846.00	230,000.00	120,846.00
3066	GAS UTILITY FRANCHISE	0.00	799,643.27	440,000.00	359,643.27
3067	TELEPHONE FRANCHISE	4,929.00	88,974.08	68,000.00	20,974.08
3115	CEMETERY SPACES	4,600.00	60,800.00	50,000.00	10,800.00
3301.01	ANIMAL BOARDING	681.41	18,052.87	15,000.00	3,052.87
3301.02	CAR STORAGE & TOWING	2,181.15	31,831.15	15,000.00	16,831.15
3301.05	FEES-FALSE ALARM	0.00	5,200.00	2,200.00	3,000.00
3301.07	FEES-GATE RECEIPTS	2,390.00	30,766.00	22,000.00	8,766.00
3301.08	FEES-GRAVE OPENINGS	5,825.00	93,760.00	60,000.00	33,760.00
3301.09	FEES-MONUMENT SETTING	350.00	3,750.00	3,000.00	750.00
3301.10	FEES-PLAT FILING	54.00	1,949.33	1,500.00	449.33
3301.11	FEES-REZONING	0.00	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	1,000.00	11,215.31	2,000.00	9,215.31
3301.16	FINES-MUNICIPAL COURT	67,092.13	1,280,663.98	960,000.00	320,663.98
3301.17	FEES-STATE JUDGE	94.39	1,815.15	1,750.00	65.15
3301.18	FEES-STATE LAW ENFORCEMENT	3,581.41	68,783.19	55,000.00	13,783.19
3301.19	FEES-REINSTATEMENT	405.00	12,150.00	12,000.00	150.00
3301.20	FEES-RESTITUTION	(1,385.07)	(2,059.72)	0.00	(2,059.72)
3301.21	LEGAL COPIES	548.50	4,613.65	3,000.00	1,613.65
3301.22	PROBATION SCREENING	0.00	30.00	250.00	(220.00)
3301.23	FEES-CRIME STOPPER INFRACTION	1,851.95	24,708.95	10,000.00	14,708.95
3301.24	FEES-CRIME STOPPER MAJOR	(139.41)	1,248.59	0.00	1,248.59
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	125.00	4,000.00	2,000.00	2,000.00
3350.04	LICENSE-CONTRACTOR	1,600.00	43,765.00	30,000.00	13,765.00
3350.06	LICENSE-ELECTRICIAN	0.00	9,779.00	6,500.00	3,279.00
3350.08	LICENSE-ITINERANT MERCHANT	0.00	12,385.00	8,000.00	4,385.00
3350.09	LICENSE-LIQUOR	1,500.00	8,650.00	5,000.00	3,650.00
3350.10	LICENSE-MECHANICAL	520.00	7,225.60	3,000.00	4,225.60
3350.12	LICENSE-PAWN SHOP	0.00	300.00	100.00	200.00
3350.13	LICENSE-PLUMBER	0.00	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	132.96	3,914.97	2,000.00	1,914.97
3400.01	PERMITS-BUILDING	33,924.80	347,199.42	200,000.00	147,199.42



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 5/1/2015 Through 5/31/2015

3400.02	PERMITS-CURB CUT	240.00	2,328.00	250.00	2,078.00
3400.03	PERMITS-ELECTRIC	1,176.75	11,804.00	8,500.00	3,304.00
3400.04	PERMITS-EXCAVATION	260.00	4,580.00	2,500.00	2,080.00
3400.05	PERMITS-GAS	274.00	6,214.00	5,000.00	1,214.00
3400.06	PERMITS-HOUSE MOVING	0.00	280.00	0.00	280.00
3400.08	PERMITS-MECHANICAL	4,760.00	21,775.75	12,000.00	9,775.75
3400.09	PERMITS-PLUMBING	1,130.00	25,123.50	10,000.00	15,123.50
3400.11	PERMITS-TV & SIGN	335.00	13,087.00	10,000.00	3,087.00
3435	INTEREST INCOME	2,344.59	43,909.92	37,500.00	6,409.92
3437	FINANCE CHARGE INCOME	15,881.17	75,203.66	12,000.00	63,203.66
3440.02	RENTAL-CITY FACILITIES	976.03	52,052.89	50,000.00	2,052.89
3440.03	RENTAL-DEPOT	100.00	1,700.00	1,200.00	500.00
3447	ROYALTIES-GAS WELLS	1,202.17	41,176.46	30,000.00	11,176.46
3450	SALE OF PROPERTY-AUCTION	0.00	27,255.55	15,000.00	12,255.55
3454	SALE OF PROPERTY-LAND	10,000.00	10,000.00	0.00	10,000.00
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	125,442.31	368,807.21	220,000.00	148,807.21
3470.07	UTILITY FUNDS REIMBURSEMENT	330,175.00	4,590,800.69	2,793,600.00	1,797,200.69
3470.08	REIMBURSE-COUNTY	7,747.49	266,666.00	160,000.00	106,666.00
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	85.00	5,039.75	0.00	5,039.75
3600.04	MISCELLANEOUS-INSPECTION	24.00	109.00	1,487.00	(1,378.00)
3600.07	MISCELLANEOUS-POLICE	50.00	330.00	0.00	330.00
3600.08	MISCELLANEOUS-STREET	0.00	50,000.00	50,000.00	0.00
	Total Income	<u>1,646,710.09</u>	<u>31,362,102.68</u>	<u>20,499,537.00</u>	<u>10,862,565.68</u>



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 5/1/2015 Through 5/31/2015

001 - GENERAL FUND

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	10,114.58	33,262.35	106,320.00	73,057.65
112	CITY MANAGER	34,526.54	237,299.27	522,150.00	284,850.73
113	SERVICE AND FINANCE	51,744.18	307,727.93	758,250.00	450,522.07
114	LEGAL SERVICES	12,347.40	58,727.67	137,000.00	78,272.33
115	MUNICIPAL COURT	36,047.46	195,115.49	711,000.00	515,884.51
116	HUMAN RESOURCES	4,967.56	114,779.86	234,750.00	119,970.14
117	INFORMATION TECH	44,665.01	130,809.41	494,800.00	363,990.59
118	CITY PROSECUTION	<u>22,549.65</u>	<u>129,353.76</u>	<u>292,000.00</u>	<u>162,646.24</u>
	Total Administration	216,962.38	1,207,075.74	3,256,270.00	2,049,194.26
121	POLICE-ADMINISTRATIVE	337,767.40	852,367.09	1,782,250.00	929,882.91
122	POLICE-INVESTIGATIONS	59,765.52	377,094.08	886,750.00	509,655.92
123	POLICE-PATROL	238,035.62	1,441,194.94	3,503,750.00	2,062,555.06
124	POLICE-SUPPORT SERVICES	77,275.65	512,284.59	1,420,000.00	907,715.41
125	POLICE-ANIMAL CONTROL	<u>15,141.31</u>	<u>96,394.14</u>	<u>251,000.00</u>	<u>154,605.86</u>
	Total Police	727,985.50	3,279,334.84	7,843,750.00	4,564,415.16
131	PUBLIC WORKS-PLANNING,COMM	24,748.73	152,748.45	371,250.00	218,501.55
132	PUBLIC WORKS-ENGINEERING	22,178.39	104,122.59	250,250.00	146,127.41
133	PUBLIC WORKS-STREET MAINT	52,125.86	868,698.96	1,542,500.00	673,801.04
134	PUBLIC WORKS-INSPECTIONS	31,904.91	175,907.85	440,750.00	264,842.15
135	PUBLIC WORKS-PARKS	<u>45,002.14</u>	<u>348,773.07</u>	<u>1,030,950.00</u>	<u>682,176.93</u>
	Total Public Works	175,960.03	1,650,250.92	3,635,700.00	1,985,449.08
141	ZOO-ADMINISTRATIVE	30,273.40	202,005.60	464,500.00	262,494.40
142	ZOO-MAINTENANCE DIVISION	26,563.92	126,289.43	384,750.00	258,460.57
144	ZOO-ANIMAL DIVISION	<u>66,764.13</u>	<u>438,982.41</u>	<u>1,197,500.00</u>	<u>758,517.59</u>
	Total Zoo	123,601.45	767,277.44	2,046,750.00	1,279,472.56
151	FIRE-ADMINISTRATIVE	19,078.95	114,218.26	406,500.00	292,281.74
152	FIRE-OPERATIONS	197,285.76	1,130,475.61	2,695,000.00	1,564,524.39
153	FIRE-VOLUNTEERS	0.00	2,531.74	22,000.00	19,468.26
154	FIRE-ARFF STATION	<u>1,896.39</u>	<u>3,257.75</u>	<u>96,000.00</u>	<u>92,742.25</u>
	Total Fire	218,261.10	1,250,483.36	3,219,500.00	1,969,016.64
161	CEMETERY-OPERATIONS	30,095.53	167,285.36	532,350.00	365,064.64
171	CAPITAL IMPROVEMENT	45,108.50	567,224.16	1,232,700.00	665,475.84
181	EMPLOYEE BENEFITS	<u>0.00</u>	<u>300,000.00</u>	<u>300,000.00</u>	<u>0.00</u>
	Total Expenses	<u>1,537,974.49</u>	<u>9,188,931.82</u>	<u>22,067,020.00</u>	<u>12,878,088.18</u>



City of Garden City
Statement of Revenues and Expenditures-Utility Fund Revenues
From 5/1/2015 Through 5/31/2015

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,062,183.59	11,298,054.41	31,040,750.00	(19,742,695.59)
3110.01	COLLECTIONS-COIN BOX	496.78	264.65	250.00	14.65
3118	CONNECT FEES	9,619.00	37,532.00	98,250.00	(60,718.00)
3150	IDENTIFIED LONG/SHORT	(269.52)	(1,159.04)	0.00	(1,159.04)
3151	UNIDENTIFIED LONG/SHORT	0.45	76.34	0.00	76.34
3154	INSUFFICIENT FUNDS CHECKS	(346.93)	(437.48)	0.00	(437.48)
3155	RETURNED CHECK CHARGE	450.00	2,025.00	5,000.00	(2,975.00)
3185	PENALTIES	3,365.51	3,365.51	75,500.00	(72,134.49)
3201	REIMBURSE-DEVELOPER	8,724.00	20,356.00	41,000.00	(20,644.00)
3435	INTEREST INCOME	21.24	82.89	2,000.00	(1,917.11)
3492	SALES TAX	74,199.44	403,673.26	1,127,500.00	(723,826.74)
3600	MISCELLANEOUS	790.67	8,198.66	4,963.00	3,235.66
	Total Electric	2,159,234.23	11,772,032.20	32,395,213.00	(20,623,180.80)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	282,816.30	1,404,754.73	3,340,000.00	(1,935,245.27)
3185	PENALTIES	15,613.40	99,017.87	80,000.00	19,017.87
3195	RECYCLING SALES	1,177.20	17,193.36	30,000.00	(12,806.64)
3435	INTEREST INCOME	135.89	530.41	1,250.00	(719.59)
3515	FUEL TAX REFUND	0.00	0.00	500.00	(500.00)
	Total Solid Waste	299,742.79	1,521,496.37	3,451,750.00	(1,930,253.63)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	17,139.86	86,680.34	207,250.00	(120,569.66)
3435	INTEREST INCOME	0.00	0.00	250.00	(250.00)
	Total Drainage Utility	17,139.86	86,680.34	207,500.00	(120,819.66)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	206,873.02	1,043,490.78	2,660,000.00	(1,616,509.22)
3103	COLLECTIONS-WATER	357,474.81	1,351,534.40	4,500,000.00	(3,148,465.60)
3118	CONNECT FEES	1,380.00	6,240.00	18,000.00	(11,760.00)
3120	COUNTY SEWER FEES	0.00	43,021.12	112,000.00	(68,978.88)
3130	FIRE LEG FEES	(175.00)	14,725.00	15,047.00	(322.00)
3185	PENALTIES	0.00	357.86	105,000.00	(104,642.14)
3201	REIMBURSE-DEVELOPER	1,600.00	15,134.84	30,000.00	(14,865.16)
3225	SALE OF MATERIAL	605.20	3,338.17	15,000.00	(11,661.83)
3228	SEWER MAINTENANCE FEES	386.00	1,304.00	4,500.00	(3,196.00)
3229	SEWER TANK FEES	5,112.14	62,413.13	135,000.00	(72,586.87)
3257	WATER TANK SALES	2,512.99	16,920.75	55,000.00	(38,079.25)
3260	WATER TAP FEES	10,989.71	44,053.69	65,000.00	(20,946.31)
3494	TAX-WATER CONSUMPTION	4,491.28	15,100.24	65,000.00	(49,899.76)
3515	FUEL TAX REFUND	0.00	0.00	250.00	(250.00)
3600	MISCELLANEOUS	630.00	3,497.50	15,000.00	(11,502.50)
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	591,880.15	2,621,131.48	8,219,797.00	(5,598,665.52)
	Total Income	3,067,997.03	16,001,340.39	44,274,260.00	(28,272,919.61)

Garden City Fire Department

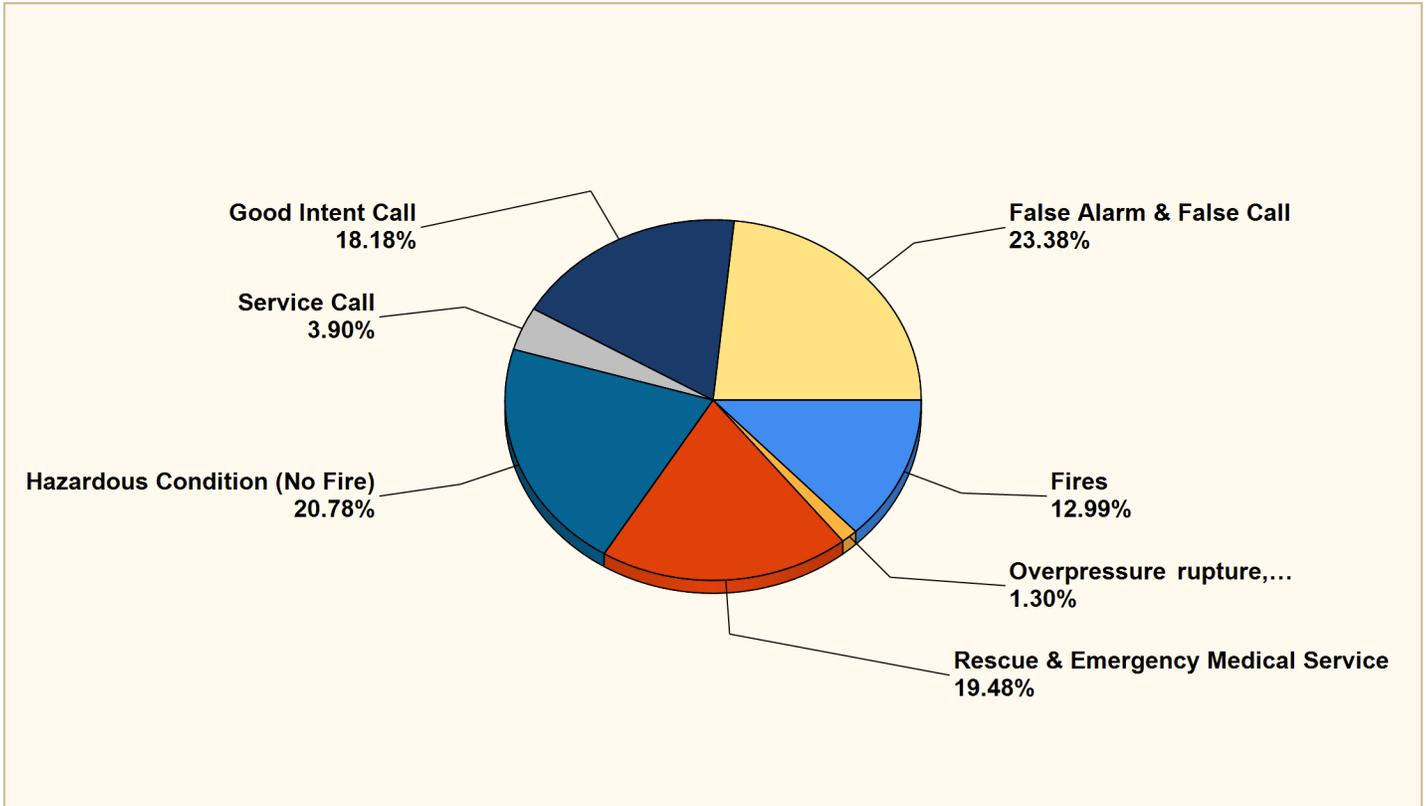
Garden City, KS

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 05/01/2015 | End Date: 05/31/2015



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	10	12.99%
Overpressure rupture, explosion, or overheating - no fire	1	1.30%
Rescue & Emergency Medical Service	15	19.48%
Hazardous Condition (No Fire)	16	20.78%
Service Call	3	3.90%
Good Intent Call	14	18.18%
False Alarm & False Call	18	23.38%
TOTAL	77	100.00%

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	1	1.30%
118 - Trash or rubbish fire, contained	3	3.90%
121 - Fire in mobile home used as fixed residence	1	1.30%
131 - Passenger vehicle fire	1	1.30%
150 - Outside rubbish fire, other	1	1.30%
154 - Dumpster or other outside trash receptacle fire	2	2.60%
160 - Special outside fire, other	1	1.30%
200 - Overpressure rupture, explosion, overheat other	1	1.30%
300 - Rescue, EMS incident, other	1	1.30%
322 - Motor vehicle accident with injuries	6	7.79%
324 - Motor vehicle accident with no injuries.	8	10.39%
400 - Hazardous condition, other	2	2.60%
412 - Gas leak (natural gas or LPG)	6	7.79%
421 - Chemical hazard (no spill or leak)	1	1.30%
422 - Chemical spill or leak	2	2.60%
440 - Electrical wiring/equipment problem, other	1	1.30%
444 - Power line down	1	1.30%
445 - Arcing, shorted electrical equipment	1	1.30%
462 - Aircraft standby	2	2.60%
531 - Smoke or odor removal	1	1.30%
551 - Assist police or other governmental agency	2	2.60%
600 - Good intent call, other	4	5.19%
611 - Dispatched & cancelled en route	8	10.39%
631 - Authorized controlled burning	2	2.60%
700 - False alarm or false call, other	7	9.09%
710 - Malicious, mischievous false call, other	1	1.30%
733 - Smoke detector activation due to malfunction	1	1.30%
735 - Alarm system sounded due to malfunction	4	5.19%
743 - Smoke detector activation, no fire - unintentional	1	1.30%
745 - Alarm system activation, no fire - unintentional	3	3.90%
746 - Carbon monoxide detector activation, no CO	1	1.30%
TOTAL INCIDENTS:	77	100.00%

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 6/10/2015 8:13:12 AM



Incident Statistics

Start Date: 05/01/2015 | End Date: 05/31/2015

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		15	
FIRE		62	
TOTAL		77	
TOTAL TRANSPORTS			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$25,000.00		\$18,100.00	
CO CHECKS			
746 - Carbon monoxide detector activation, no CO		1	
TOTAL		1	
MUTUAL AID			
Aid Type		Total	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
14		18.18	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Both Stations		0:10:30	
Station 1	0:05:00	0:06:12	
Station 2	0:03:15	0:05:47	
AVERAGE FOR ALL CALLS		0:05:50	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Both Stations		0:01:45	
Station 1	0:01:12	0:01:38	
Station 2	0:02:00	0:01:11	
AVERAGE FOR ALL CALLS		0:01:24	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Garden City Fire Department		17:51	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition "Treated, Transported by EMS". # Patient Contacts = # of PCR contacted by apparatus.

Garden City Fire Department

Garden City, KS

This report was generated on 6/10/2015 8:11:05 AM



StartDate: 05/01/2015 | EndDate: 05/31/2015

OCCUPANCY	COUNT
INSPECTION TYPE: CMB & Liquor License	
Assembly	2
Bar/Nightclub	2
INSPECTION TYPE: Company	
Middle School	1
INSPECTION TYPE: Educational	
Business Office	1
Elementary School	9
High School	1
Middle School	2
School Other	1
INSPECTION TYPE: Fire Protection System Inspection	
Restaurant	1

Locked inspections only.

**CITY PROJECT UPDATES
2015**

Revision No.6 - Date: June 9, 2015

Completed Projects

Carry Over Projects From 2014

Proposed Project Pending

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
PUBLIC WORKS - PARKS & GROUNDS																	
2014 Street Tree Pruning Prog.									Mark?	Bid?	Const?	Const?	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					Const?	Const?	100%	2/10/15	85%		City/County Project to relocate the Santa Fe Park
REGIONAL AIRPORT																	
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 - Moved to 2016
RECREATION																	
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
ZOO																	
Elephant Yard Expansion													0%		0%	\$423,000	Under Review
Construct Picnic Shelter								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
ELECTRIC																	
SCADA Development	Const?	Const?	Const?	Const?	Const?	Const?	Const?						100%		90%	\$125,000	System Monitoring
Street Construction Lighting Upgrade	Design	Bid?		Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	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
WATER																	
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%	7/15		\$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.6 - Date: June 9, 2015

Completed Projects
Carry Over Projects From 2014
Proposed Project Pending

Description	Current Status												Completion Status			Comments		
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.			
WATER CONT.																		
Main and Kansas Tower																	\$140,000	Clean and paint water tower
Water Main Cleaning Rehabilitation																75%	\$21,000	Fifth Street (Fulton to Spruce)
Water Main Cleaning Rehabilitation																	\$9,000	Conkling Avenue (Wallace to W Gibson)
Water Main Cleaning Rehabilitation																	\$13,950	Summit Street (W Kansas to Wallace)
Water Main Cleaning Rehabilitation																	\$7,830	Wallace Street (Summit to Bancroft)
Water Main Cleaning Rehabilitation																	\$17,070	Chesterfield Street (Chesterfield - L Shaped Street)
Water Main Cleaning Rehabilitation																	\$8,655	N Stoeckly Place (St John to Chesterfield)
Water Main Cleaning Rehabilitation																	\$8,655	N Eugene Place (St John to Chesterfield)
Water Main Cleaning Rehabilitation																	\$14,370	St John (Inge to Chesterfield)
WASTEWATER																		
SCADA Development		Design?	Design?	Design?	Const?	Const?	75%			\$125,000	WWTP Operation and Security							
Airport Lagoon			Design?			Const?							0%			\$85,000	Rip-rap banks per KDHE	
Campus & Harding Lift Station	BID					Const?							100%	1/27/15	0%	\$119,800	Rehab Lift station from wet/drywell to wetwell/submersible pumps	
Manhole Rehabilitation			BID					Const								\$45,000	Various	
Rehabilitation of Lift Station					Design	Design?							10%			\$115,000	Mary Street	
Design of Major Electrical Repairs							Design?									\$85,000	Oxidation Ditch	

CONSIDERATION OF APPROPRIATION ORDINANCE

Ordinances & Resolutions



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

To: City Commission

Date: June 11, 2015

From: Melinda Hitz, Finance Director

RE: Lease Purchase Financing

Issue:

Lease purchase financing for City wide voice over internet phone system (VOIP).

Background:

The Information Technology Department awarded a bid to CNP Technologies for a voice over internet phone system totaling \$117,558.80 at the June 2, 2015 Commission meeting.

Clayton Holdings, LLC provided an interest rate of 2.08% on the master lease document.

Alternatives:

- 1) Award lease purchase financing to Clayton Holdings, LLC.
- 2) Pay from cash balance and amend 2015 budget to reflect total cost.

Recommendation:

Staff recommends the lease purchase financing option with Clayton Holdings, LLC, approval of the resolution, and approval for the Mayor to sign the lease purchase documents.

Fiscal Note:

The lease purchase payments are adequately funded in the 2015 budget.

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



Clayton Holdings, LLC

Sent via Email: Frank.Hill@CommerceBank.com

June 9, 2015

Melinda Hitz, Finance Director
The City of Garden City, Kansas
301 North 8th Street
Garden City, KS 67846

Re: Financing for New VOIP Phone System from CNP Technologies

Dear Melinda:

Please find the enclosed documentation for your review and completion. An instruction sheet has been included as a guide to assist you with the process. Once you have completed and returned the required documentation to Clayton Holdings, LLC the transaction can be funded. The documentation has been filled out according to the terms and amount shown on the formal proposal, but if you have questions or comments, please call.

Clayton Holdings, LLC is listed as Lessor in this State and Municipal Lease/Purchase Agreement. **For your convenience, we have listed the documentation that we require before closing:**

- The Lease and Escrow Agreement WITH ALL SCHEDULES EXECUTED CORRECTLY*
- 8038-G IRS Form and Questionnaire*
- Kansas Addendum*
- Evidence of Insurance in form satisfactory to Lessor*

If you have any questions regarding the above documentation please feel free to contact me.

Sincerely,

David Cleveland
Municipal Documentation Administrator
david.cleveland@commercebank.com
314.746.3752

[REDACTED]

Documentation Instructions

PLEASE EXECUTE THE DOCUMENTS **IN BLUE INK** AND RETURN ALL ORIGINAL DOCUMENTS TO:

Commerce Bank c/o David Cleveland
8000 Forsyth Boulevard, Suite 510, Saint Louis, MO 63105
Call 314.746.3752 with any questions during completion

State and Municipal Lease/ Purchase Agreement

- An individual authorized by the Lessee should sign and date where indicated.
- Federal Tax ID # should be inserted, or confirmed if already completed.

Schedule A - Description of Equipment

- Fill in the description of equipment, unless already completed.
- Type in Physical Address of the location where the Equipment will be housed upon delivery.
- Sign and date where indicated.

Schedule B - Delivery and Acceptance Certificate

- Authorized individual should sign and date where indicated, then type her/his name and title below, if not already completed.
- Witness should also sign where indicated.

Schedule C - Amortization/Payment Schedule

- Sign and date where indicated.

Schedule D - Opinion of Counsel

- The attached is a "Draft" form of the Opinion. This should be provided to your counsel along with a copy of the lease. Your Counsel should provide an original of this Opinion on their letterhead, signed and dated. The date of the Opinion should be on or after the date the lease is signed by the Lessee.

Schedule E - Bank Qualified Designation

- First paragraph should be completed by the Secretary or Clerk of the Board (as Witness).
- Middle section should list all individuals authorized to sign for the Board and include the signature of all authorized signers of the Lessee (this should include any persons who will be signing forms, including payment request forms for the Escrow account).
- Bottom section should be signed by the Secretary or Clerk of the Board as Witness.

Schedule F - Essential Use/Source of Funds Letter

- Please complete where indicated. List intended use of equipment, the useful life of equipment, the source of funds and then authorized individual should sign and date where indicated.
- Witness should also sign where indicated.

Schedule G - Proof of Insurance

- Please complete the insurance agent information.
- Please sign and date the form.
- Contact your insurance provider for a certificate of insurance naming Clayton Holdings, LLC, as Loss Payee under the property damage policy, and Additional Insured under the general liability policy.

Schedule H - Authorization for Preauthorized Payments (if utilizing this free service)

- Please include a voided check or deposit slip.
- Please sign and date the form.

Schedule I - Disbursement Authorization

- Verify that information is correct, then sign and date where indicated.

Kansas Addendum

- Please review and sign where indicated.
-

8038-G IRS Form & Questionnaire

- Please verify Lessee's Federal Identification number in Part 1, Box 2.
- Sign, date and type the name of the individual signing this document, unless already completed.
- Review information on Questionnaire, then sign, date and type the name of the individual signing this document, unless already completed.

Escrow Agreement

- Authorized individual should sign where indicated.
- *The **Form of Payment Request and Acceptance Certificate** (2 pages) should be kept. Authorized individual should sign and submit this form *when requesting disbursements* from the Escrow account.
- **The **Final Acceptance Certificate** should be kept. Authorized individual should sign and submit this form *with the final disbursement request* from the Escrow account.

CLAYTON HOLDINGS, LLC

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: 5000127-008

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the 9th day of June, 2015 by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (herein called the "Lessor"), and **The City of Garden City, Kansas** with its principal address at 301 North 8th Street, Garden City, Kansas 67846 (herein called the "Lessee"), wherein it is agreed as follows:

- 1. LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Exhibit A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Exhibit A, with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
- 2. DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment from the supplier of such Equipment, but will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Exhibit A (the "Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. Lessee will accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor preacceptance test period has expired. Lessee will have no more than thirty (30) days from the date of delivery of the Equipment to accept such Equipment. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Exhibit B attached hereto and made a part hereof (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.
- 3. TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease will commence on the earlier of the date Lessee executes the Acceptance Certificate or the date funds sufficient to purchase the Equipment are deposited with a bank or trust company in an escrow fund (the "Start Date") and will extend through the end of Lessee's fiscal year containing the Start Date. Unless earlier terminated as expressly provided for in this Lease, the term of this Lease will be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Exhibit C attached hereto and made a part hereof (the "Lease Term").
- 4. RENT:** Lessee agrees to pay Lessor or any Assignee (as defined in Section 22 below), the rental payments for the Equipment as set forth in Exhibit C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and will commence on the Start Date or as otherwise set forth in Exhibit C, and the remaining Rental Payments will be payable on the same day of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Exhibit C) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any monthly rental payment or any other sums under the Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE RENTAL

PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, in the event that Lessee, by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payments as set forth in Exhibit C to be included in Lessor's gross income, Lessee agrees that the interest portion of the Rental Payments on Exhibit C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor, its Assignees and any participants with such, will be in the same after-tax position they would have been in had such payment been excluded from the gross income of Lessor, its Assignees and any participants with such under Section 103 of the Code.

- 5. AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.
- 6. LESSEE CERTIFICATION:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its Assignee, including, but not limited to, those amounts designated as interest in Exhibit C, will not be includable in the gross income of Lessor, its Assignee or any participants with such for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.
- 7. APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. It is Lessee's current intent to make the Rental Payments for the full Lease Term if funds are legally available therefore, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
- 8. NONAPPROPRIATION OF FUNDS:** In the event no funds or insufficient funds are appropriated and budgeted or otherwise made available for Rental Payments, including any Rental Payments required by Section 4 hereof, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate and be rendered null and void on the last day of the fiscal

period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense, Lessor or its Assignee may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment.

- 9. EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES: LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.**

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenances, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

- 10. TITLE, SECURITY INTEREST:** Title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing such security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other

instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code will apply as between the parties hereto and Assignees of Lessor.

- 11. PERSONAL PROPERTY:** The Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
- 12. USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
- 13. ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
- 14. LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
- 15. LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.
- 16. RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.
- 17. INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor or its Assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date,

Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

- 18. INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor, its Assignees, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
- 19. EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.
- 20. REMEDIES:** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable; (together with interest on such amount at the lesser of one and one-half (1 ½ %) percent per month or the maximum permitted by law from the date on which Lessor has declared this Lease to be in default; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

- 21. EARLY PURCHASE OPTION:** In the event, Lessee desires to prepay the Lease, Lessee may do so in whole, but not in part at par. Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on Exhibit C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

22. ASSIGNMENT: Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its Trustee or Agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, Trustee or Agent any defense, claim, counterclaim or setoff on account of any reason whatsoever with respect to any Rental Payments or other amounts due hereunder or with respect to any action brought to obtain possession of the Equipment pursuant to this Lease.

23. FINANCIAL STATEMENTS: Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.

24. NATURE OF AGREEMENT: Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.

25. AMENDMENTS: This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional exhibits attached hereto will be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition or serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease will operate to reduce or delay any Rental Payments to be made hereunder without the consent of Lessor, or its Assignee, at the time of such amendment.

26. NOTICES: All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice will be deemed to have been received five (5) days subsequent to mailing.

27. SECTION HEADINGS: All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

28. GOVERNING LAW: This Lease will be governed by the provisions hereof and by the laws of the State of Kansas.

29. FURTHER ASSURANCES: Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Exhibit D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

30. ENTIRE AGREEMENT: This Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.

31. SEVERABILITY: Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

32. WAIVER: The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.

33. CERTIFICATION AS TO ARBITRAGE: Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one (1) year of the effective date of this Lease.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.

(d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

34. ELECTRONIC TRANSACTIONS: The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S)) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

LESSOR: Clayton Holdings, LLC

LESSEE: The City of Garden City, Kansas

DATE:

DATE:

BY: (PRINTED NAME and TITLE)

BY: Janet A. Doll, Mayor

Authorized Signature:

Authorized Signature:

X

X

EXHIBIT A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000127-008

Description of Equipment

DESCRIPTION OF LEASED EQUIPMENT (Make, Kind, Model Number, Serial Number, Any other pertinent identification)	
New VOIP Phone System from CNP Technologies with All Equipment as Listed on Quote #CNPQ52056-02, dated 05/14/15	\$117,558.00
TOTAL:	\$117,558.00

Location of Equipment

Street Address: 301 North 8th Street
City: Garden City
State: Kansas

Zip Code: 67846

Lessee hereby certifies that the description of the property set forth above constitutes an accurate account of the Equipment as referred to in the Lease.

LESSEE: The City of Garden City, Kansas

BY: Janet A. Doll, Mayor

X

DATE: _____

EXHIBIT B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000127-008

DELIVERY AND ACCEPTANCE CERTIFICATE

TO: Clayton Holdings, LLC

Reference is made to the State and Municipal Lease/Purchase Agreement No. 5000127-008 between the undersigned **The City of Garden City, Kansas** ("Lessee"), and Clayton Holdings, LLC ("Lessor"), dated June 9, 2015 ("Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment
4. The serial number for each item of Equipment which is set forth on Exhibit A to the Lease is correct.

This certificate will not be considered to alter, construe, or amend the terms of the Lease.

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

WITNESS:

X

BY: Janet A. Doll, Mayor

X

DATE:

Federal Tax ID #: 48-6009982

EXHIBIT C

Lessee: The City of Garden City, Kansas
 Lessor: Clayton Holdings, LLC
 Lease Number: 5000127-008
 Lease Term in Months: Twenty-Five (25)
 Rental Periods: Three (3) Annual Payments, In Arrears
 First Payment Date: 8/1/2015
 Capital Cost of
 Equipment: \$117,558.80

Rental Payment Date	Payment Amount	Amount Credited to Interest	Amount Credited to Capital Cost	Outstanding Principal Balance
8/1/2015	40,081.19	251.31	39,829.88	77,728.92
8/1/2016	40,081.19	1,616.76	38,464.43	39,264.49
8/1/2017	<u>40,081.19</u>	<u>816.70</u>	<u>39,264.49</u>	0.00
TOTALS:	\$120,243.57	\$2,684.77	\$117,558.80	

Interest, if any, accruing from the Start Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Lease Purchase Agreement.

LESSEE: The City of Garden City, Kansas

SIGNED BY: _____

**PRINTED NAME,
TITLE AND DATE:** Janet A. Doll, Mayor Date

EXHIBIT D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000127-008

OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)
[Date]

Re: State and Municipal Lease/Purchase Agreement No. 5000127-008, dated June 9, 2015 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and The City of Garden City, Kansas ("Lessee")

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.
3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as **The City of Garden City, Kansas** is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Very truly yours,

EXHIBIT E TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000127-008

RESOLUTION OF LESSEE'S GOVERNING BODY

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 _____, 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 assigns, 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 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>
Mayor _____	Janet A. Doll _____	_____

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 ordinance has not been modified, amended or repealed and is in full force and effect as of the date hereof.

WITNESS my hand this _____ day of _____, 2015

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

Attested by: _____

Printed Name and Title: _____

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000127-008

ESSENTIAL USE/SOURCE OF FUNDS LETTER

June 9, 2015

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000127-008, dated June 9, 2015 (the "Lease"),
between Clayton Holdings, LLC ("Lessor") and The City of Garden City, Kansas ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is _____ years.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is _____.

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Very truly yours,

LESSEE: The City of Garden City, Kansas

BY: Janet A. Doll, Mayor

X

DATE:

Proof of Insurance

Insurance Agent Name: _____
Agency Name: _____
Address: _____
Phone Number: _____
E-Mail: _____

Ladies and Gentlemen:

Please add Clayton Holdings, LLC, as both sole loss payee under property insurance covering the equipment listed on attached Exhibit A and additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC
P.O. Box 11309
St. Louis, MO 63105
Fax # 314.746.3744

Please note that Clayton Holdings, LLC requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee: The City of Garden City, Kansas

By: _____

Printed Name and Title: Janet A. Doll, Mayor



ACH Payment Authorization Form

Lease #: 5000127-008

Lessee / Borrower: The City of Garden City, Kansas

Name (Please print): _____

I authorize Commerce Bank ("Commerce") to initiate debit entries in the amount shown and from the checking or savings account with the depository institution ("Bank") named below each year on the payment due date on behalf of Clayton Holdings, LLC.

*Bank Name: _____

Address: _____

ABA #: _____

Account #: _____ () Checking () Savings

Annual Debit Amount: \$40,081.19 (Annual rental payment, excluding any sales tax. Sales Tax will be added to this amount, as applicable)

First Payment Due Date: August 1, 2015 (Begin debiting this date—allow a few days prior to payment)

This authorization is to remain in full effect until Commerce Bank and Bank have received written notification from me of its termination and have a reasonable opportunity to act on this notification. Commerce Bank may terminate this agreement upon 10 days written notice to me.

X _____
Borrower Signature/Account Owner/Lessee Date

* NOTE: Your "Bank" need not be Commerce to benefit from this feature. Any bank account can be auto debited. **PLEASE mail this signed form and a voided check (unless Commerce is already currently debiting this same account for another lease schedule) to:**

Commerce Bank Equipment Finance Dept.
P.O. Box 11309
St. Louis, MO 63105

There is NO charge for this service.

DISBURSEMENT LETTER

To: Clayton Holdings LLC
8000 Forsyth Boulevard, Suite 510
Saint Louis, MO 63105

RE: Lease Number 5000127-008

Date: June 25, 2015

Ladies and Gentlemen,

Please disburse the proceeds of the above lease via wire as follows:

Commerce Bank Escrow Account	\$117,558.80
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TOTAL DISBURSEMENT:	\$117,558.80
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Sincerely,

THE CITY OF GARDEN CITY, KANSAS
LESSEE

By: _____

Printed Name and Title: Janet A. Doll, Mayor

KANSAS ADDENDUM TO STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Master Lease # 5000127-008

This Addendum to the State & Municipal Lease/Purchase Agreement dated June 9, 2015 (the "Lease"), between **Clayton Holdings, LLC**, as Lessor, and **The City of Garden City, Kansas** as Lessee, is hereby incorporated in and made a part of the Lease.

The capitalized terms used in this Addendum shall have the meanings given to them in the Lease.

Notwithstanding any other provision of the Lease, Lessee shall only be obligated under the Lease to pay Rental Payments and other payments under the Lease from funds budgeted and appropriated for that purpose during Lessee's then current budget year or, where appropriate, Insurance proceeds (including self- insurance reserves if self-insurance is in effect).

The Lessee acknowledges as follows:

- (a) The capital cost that would be required to purchase the Equipment if paid for by cash would be \$117,558.80.
- (b) The annual average effective interest cost of the Lease is 2.080% per annum.
- (c) No amount is included in Rental Payments (assuming continuation of the Lease through the maximum term of the Lease) for service, maintenance, insurance and other charges exclusive of capital cost and interest cost.

Dated: June 9, 2015

Lessor: **Clayton Holdings, LLC**

By: _____

Printed Name: _____

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

By: _____

Printed Name and Title: Janet A. Doll, Mayor

8038-G QUESTIONNAIRE

Name of Lessee: The City of Garden City, Kansas
 Address of Lessee: 301 North 8th Street, Garden City, KS 67846
 Contact Person: Melinda Hitz
 Telephone Number: 620.276.1100
 Email Address: mhitz@garden-city.org
 Lessee's FEIN: 48-6009982

GENERAL

In September 2011, the Internal Revenue Service ("IRS") updated Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation). The revised Form 8038-G asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the revised Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G for the Lease. Lessee will be required to review and approve the information entered prior to signing the 8038-G form.

At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. If you have further questions, please consult your regular bond or legal counsel.

Part 1 – Written Tax Compliance Procedures

Note: If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.

1. Has the Lessee established written procedures to monitor compliance with federal tax restrictions for the term of the lease? The written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered. **Yes ___ No ___**
2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States? **Yes ___ No ___**

Part 2 – Reimbursement of Prior Expenditures

1. As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease? **Yes ___ No ___**

If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).

Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.

2. Please attach a copy of Lessee's resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to Lessee? \$ _____

BY: _____

NAME: Janet A. Doll

TITLE: Mayor

DATE: _____

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of June 9, 2015, and entered into among **CLAYTON HOLDINGS, LLC** (together with its successors and assigns, "Lessor"), **THE CITY OF GARDEN CITY, KANSAS**, a municipal corporation and political subdivision existing under the laws of Kansas ("Lessee"), and **COMMERCE BANK**, a Missouri banking corporation, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: "Garden City Sch. 008"

Amount of Deposit into the Acquisition Fund: \$117,558.80

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the State and Municipal Lease/Purchase Agreement dated as of June 9, 2015, (the "Lease"), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease.

3. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

4. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Qualified Investments described in 6(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment. Qualified Investments described in 6(vi) below will be subject to an annualized sweep fee charged monthly to the earnings on monies invested.

6. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided

that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment and a written approval by Lessor of the Vendor be paid. In making any disbursement pursuant to this **Section 7**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, or (b) the presentation of written notification by the Lessor, or, if the Lessor shall have assigned its interest under the Lease, then the assignees or subassignees of all of Lessor's interest under the Lease or an Agent on their behalf, that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall be used to prepay the principal portion of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease shall be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor or to any assignees or subassignees of Lessor interest in this Lease.

9. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent

under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed with 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

13. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of \$250.00 to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement. No fee is due at this time.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessor of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessor and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or the Escrow Agent shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

17. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state in which the Escrow Agent is located.

18. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

20. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

CLAYTON HOLDINGS, LLC
LESSOR

By: _____

Title: _____

THE CITY OF GARDEN CITY, KANSAS
LESSEE

By: _____

Title: Janet A. Doll, Mayor _____

COMMERCE BANK
ESCROW AGENT

By: _____

Title: _____

EXHIBIT A

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. Opinion of Bond Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Clayton Holdings, LLC, Lessor
COMMERCE BANK, Escrow Agent
8000 Forsyth Blvd., Suite 510
St. Louis, Missouri 63105

Re: Garden City Sch. 008 Acquisition Fund established by the Escrow Agreement, dated as of June 9, 2015 (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor ("Lessor"), The City of Garden City, Kansas ("Lessee") and Commerce Bank, as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of June 9, 2015 (the "Lease") described in the Escrow Agreement.

Equipment: _____

Payee: _____

Amount: \$ _____

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

- (1) The Equipment described above (a) has been delivered, installed and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.
- (3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease.

Lessee hereby certifies and represents to Lessor and the Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Lease) exists at the date hereof.

Dated: _____, 20_____

THE CITY OF GARDEN CITY, KANSAS
LESSEE

By: _____

Name, Title: Janet A. Doll, Mayor

APPROVED:

CLAYTON HOLDINGS, LLC
LESSOR

By: _____

Title: _____

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____

THE CITY OF GARDEN CITY, KANSAS
LESSEE

By: _____

Title: _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name The City of Garden City, Kansas		2 Issuer's employer identification number (EIN) 48-6009982	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 301 North 8th Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Garden City, KS 67846		7 Date of issue 6/25/2015	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Melinda Hitz, Finance Director		10b Telephone number of officer or other employee shown on 10a 620.276.1100	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► New VOIP Phone System	18	\$117,558.	80
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	8/1/2017	\$ 117558.80	\$ NA	2 years	2.0800 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest	22			
23	Issue price of entire issue (enter amount from line 21, column (b))	23			
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)	29			
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30			

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded ► _____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ► _____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ► _____
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		Date	Janet A. Doll, Mayor Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed
	William Mulder			PTIN P01696981
	Firm's name ▶ William Mulder	Firm's EIN ▶		
Firm's address ▶ 8000 Forsyth Boulevard, Suite 510, Saint Louis, MO 63105	Phone no. 314.746.3787			

RESOLUTION NO. _____-2015

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT (LEASE NO. 5000127-008) FOR CITY WIDE VOICE OVER INTERNET PHONE SYSTEM 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 June 16, 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 16th day of June 2015.

Lessee: The City of Garden City, Kansas

Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, CITY CLERK



Finney County Emergency Management/Work Safety

304 N Ninth St, Garden City KS 67846

Telephone: 620-272-3746

Gilbert Valerio, KCEM
Coordinator
gvalerio@finneycounty.org

Fax: 620-271-6156

Anthony Cruz
Assistant Coordinator
acruz@finneycounty.org

Emergency Management is requesting formal adoption from the City of Garden City of the Regional Mitigation Plan.

Regional Mitigation Plan- Region D Mitigation Plan has been approved pending adoption by FEMA. The APA letter is attached and resolution attached for Commission formal adoption. The plan can be accessed by copying link and viewing at your convenience.

file:///C:/Users/gilbertv_FICON.001/Downloads/Redacted%20South-Southwest%20Kansas%20%2528Region%20D%2529%20Hazard%20Mitigation%20Plan%2003.05.15.pdf

Respectfully submitted,

Gilbert Valerio
Coordinator



FEMA

May 14, 2015

Angee Morgan, Deputy Director
Kansas Division of Emergency Management
2800 S.W. Topeka Boulevard
Topeka, Kansas 66611-1287

Subject: Review of the Region D, Kansas Hazard Mitigation Plan

Dear Ms. Morgan:

The purpose of this letter is to provide the status of the above referenced Local Hazard Mitigation Plan, pursuant to the requirements of 44 CFR Part 201 - Mitigation Planning and the Local Multi-Hazard Mitigation Planning Guidance. The Local Hazard Mitigation Plan Review Tool documents the Region's review and compliance with all required elements of 44 CFR Part 201.6, as well as identifies the jurisdictions participating in the planning process. FEMA's approval will be for a period of five years effective starting the date of receipt of adoption documentation.

Formal adoption documentation must be submitted to the Regional office within one calendar year of the date of this letter, or the plan will need to be updated and resubmitted for review. Prior to the expiration of the plan the community will be required to review and revise their plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval in order to continue to be eligible for mitigation project grant funding.

Local Jurisdiction	Date Submitted	Date Completed	Date of Plan Adoption	Date of Plan Expiration	Review Status
Region D	April 30, 2015	May 1, 2015			Approved pending FEMA's receipt of adoption documentation

If you have any questions or concerns, please contact Joe Chandler, Planning Team Lead, at (816) 283-7071.

Sincerely,

for
Michael R. Scott, Director
Mitigation Division

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE SOUTH-SOUTHWEST KANSAS (REGION D) MULTI-HAZARD, MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.

WHEREAS, the City of Garden City recognizes the threat that natural hazards pose to people and property within our community, and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Garden City fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

WHEREAS, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the South-Southwest Kansas (Region D) Multi-Hazard, Multi-Jurisdictional Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the City of Garden City desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the South-southwest Kansas (Region D) Multi-Hazard, Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, adoption by the governing body for the City of Garden City demonstrates the jurisdictions' commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Garden City, Kansas: adopts the South-Southwest Kansas (Region D) Multi-Hazard, Multi-Jurisdictional Hazard Mitigation Plan as an official plan; and

BE IT FURTHER RESOLVED, the City of Garden City will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan's final approval.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 16th day of June, 2015.

Janet A. Doll, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

Old Business



**PUBLIC UTILITIES
DEPARTMENT**

MIKE MUIRHEAD
Public Utilities
Director
301 N 8th St
620.276.1577

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

FRED JONES
Water Department
Resource Manager
106 S 11th St
620.276.1292

ED BORGMAN
Waste Water
Superintendent
345 S Jennie Barker Rd
620.276.1281

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

MEMORANDUM

TO: Governing Body
THRU: Matt Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE : June 9, 2015
RE : Findings of Governing Body

ISSUE:

Governing Body consideration and acceptance of the Findings of Governing Body regarding the 9 factors for issuing a franchise to the Wheatland Electric Cooperative (WEC).

BACKGROUND:

WEC requested consideration of the Governing Body for issuing a franchise agreement to provide electrical service to annexed areas. Governing Body, following K.S.A. 66-1,176 and after review of the 9 factors along with input from City staff and WEC staff, declined the request.

ALTERNATIVE:

- 1) Governing Body approve Findings of Governing Body regarding the 9 factors for issuing a franchise to WEC.
- 2) Governing Body does not approve Findings of Governing Body regarding the 9 factors for issuing a franchise to WEC and requests modifications.

RECOMMENDATION:

Staff has no recommendation.

FISCAL NOTE:

- 1) No financial impact by taking action on approving, or not approving the Findings of Governing Body regarding the 9 factors for issuing a franchise to WEC.

FINDINGS OF GOVERNING BODY

By: City Commission - City of Garden City, Kansas

Reason: K.S.A. 66-1,176 Analysis - Franchise Request of Wheatland Electric Cooperative, Inc., for City of Garden City, Kansas, owned property annexed by the City

On June 2, 2015, the Governing Body of the City of Garden City, Kansas (City), considered a franchise request of Wheatland Electric Cooperative, Inc. (WEC), to provide electric service to a tract of land annexed by the City on November 12, 2014. After considering WEC's request and negotiations, memorandums and information from City staff and WEC, and listening to comments of City staff and Mr. Bruce Mueller, WEC, the Governing Body determined that the franchise request of WEC should be denied. The Governing Body acknowledged that its decision could be considered an adoption of the positions of City staff on each of the nine (9) factors which are required to be considered by the Governing Body pursuant to K.S.A. 66-1,176, in addition to other factors deemed relevant by the Governing Body.

The findings of the Governing Body are as follows:

1.) **The public convenience and necessity**

With respect to the first factor, an evaluation of the public convenience and necessity, the City's Electric Utility System (the "System") has, since 1914, served the citizens of the City by providing the power needed to meet residential, commercial and industrial needs. The System provides service to approximately 11,639 electric meters and maintains eleven electric substations, 245 miles of overhead power line and 40 miles of underground power line throughout the City. The City, in conjunction with the Kansas Municipal Energy Agency (KMEA) owns and operates the 27 MW Jameson Energy Center electric generating facility located adjacent to the Garden City Wastewater Treatment Plant and this piece of City owned property. The System is a division of the City's Public Utilities Department, has a bond rating of Aa3, an annual budget of approximately \$32M, and has 22 employees. The City Commission serves as its Board of Directors and the City Manager as its CEO.

Kansas law states that "Public convenience means the convenience of the public, not the convenience of particular individuals. Public necessity does not necessarily mean there must be a showing of absolute need. The word "necessity" means a public need without which the public is inconvenienced to the extent of being handicapped."¹

The City believes that the public convenience and necessity should also strive to avoid customer confusion in the area, that is, every customer within the City limits should have the same supplier to maintain continuity and consistency of service.

¹ *Central Kansas Power Co. v. State Corp. Comm'n*, 206 Kan. 670, 676, 482 P. 2d 1 (1971).

The City has provided safe, reliable, adequate and efficient service to its residents for over one hundred years. The City is publicly accountable to its citizens, and is in the best position to gauge what is appropriate for the public convenience and necessity of its residents.

WEC stated in its May 18, 2015 memorandum that the City would be required to obtain a certificate of public convenience and necessity from the Kansas Corporation Commission (KCC) to provide electric service to the annexed property.

- It is the City's position that no authorization from the KCC is necessary or required. (See K.S.A. 66-104 and 66-131)
- The City is currently the electric service provider to all residents and businesses within the corporate city limits and to change that policy would lead to confusion and possibly impact public safety in the area.
- The City's Public Utilities Department currently provides waste water and other utilities to City residents and businesses; to separate those functions for this annexed area would lend confusion and reduce the economies of scale that are generated from those services.
- The City has a vested public interest in promoting economic development and the general well-being of its residents in the City and community. The development of the annexed land, owned by the City, is important to the City's public interest in creating a vibrant and bustling community thus the creation of jobs for the area and the increase in economic development flows to all of the City residents. A coordinated effort of the City and its Public Utilities Department is an important role to develop the annexed area and to attract suitable businesses or industrial ventures. Such coordinated incentives would include utility services, among other economic development incentives; to separate the annexed area from the rest of the City's property would not serve to promote that interest and any benefits would flow outside of the City.

2.) **Rates of various suppliers**

The following table sets forth the rate structure for the System effective as of March 1, 2013 (with the exception of the rates for Churches/Schools which were effective June 1, 2013) pursuant to Ordinance No.2580-2013, dated February 5, 2013.

Residential:

Customer Charge - \$22.50

Energy Charge - \$0.110

Demand Charge - \$0.00

Small General Service:

Customer Charge - \$40.00
Energy Charge \$0.069
Demand Charge - \$0.00

Large General Service:

Customer Charge - \$85.00
Energy Charge- \$0.069
Demand Charge \$11.86

It should be noted that there is no differential in summer or winter rates, nor is there any Energy Cost Adjustment, Power Cost Adjustment or other charges added to the City utility bill. In addition, the Governing Body also has the authority under Section 90-275 of the City Code to negotiate contracts for supplying electricity to its citizens and others, within and without the City, on such terms as may be deemed advisable and which are approved by the Governing Body.

The only customers on the annexed site, apart from WEC at this time, are the two small electric loads, the rate differences are negligible and probably do not take into consideration the establishment of a City franchise fee of 5%.

Any other potential customer on the annexed site is not a current customer and consideration of its desires are speculative and may be part of a negotiated larger development agreement between the City and the entity.

3.) The desires of the customer or customers to be served

There is no evidence that the citizens of the City are not satisfied with the level of service provided by its electric utility. The Electric Services Division of the Public Utilities Department often receives compliments for its service reliability and quick response whenever there is a service interruption.

The City's Comprehensive Plan was adopted on February 4, 2010, by Ordinance No. 2469-10, and establishes a vision for future growth over a 15- to 20-year period. Comprehensive plans are anticipatory, forward thinking, and long range in nature. A comprehensive plan is a tool that is designed and developed to help a community determine its needs and set goals and recommendations to direct future development. The plan should serve as the foundation for local planning programs, policies, and principles. The City's Comprehensive Plan contains recommendations that promote quality development and Land Use Guiding Principles to promote appropriate areas of growth by providing municipal infrastructure and services that is congruent with the vision of the community. In addition, the City is incentivized to attract new businesses for economic development purposes, and having the City provide all utility services will facilitate the creation of new jobs and the enhancement of economic development.

This is City owned property, and as such, the Governing Body of the City will determine if it is in the best interest of the citizens of the City to have its own electric utility serve this property or through another electric power supplier.

The City may allow WEC to continue to serve its own load which is a WEC pumping station, located on the City's waste water treatment facility. The WEC pump is used to pump effluent water to Sunflower's electric facility.

The load of the other two customers, Linn Energy and BNSF, is very small and the impact would be negligible on them, especially after factoring a typical franchise fee with WEC.

4.) **The economic impact on the suppliers**

Presently, there are 3 WEC meters being served on the property: an oil/gas well, a BNSF rail signal pole, and a WEC pumping station. The 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.

WEC claims that as a cooperative many of its members can share in the benefits of serving the annexed area, but fails to mention that those impacts are spread to its members who are not residents of the City, who live many miles away from the City. WEC also fails to mention that its debt structure and debt covenants may not allow for those benefits to flow to its members. Alternatively, with WEC's power supplier, Sunflower, those benefits would not be shared or allowed to be shared with the City.

5.) **The economic impact on the customers of the suppliers**

There is no economic impact on the customers of WEC. WEC will be fairly and adequately compensated for the loss of the three meters as prescribed by Kansas Statutes, and the City's customers will see no impact to their rates by absorbing the existing two customers.

WEC claims that as a cooperative many of its members can share in the benefits of serving the annexed area, but fails to mention that those impacts are spread to its members who are not residents of the City, who live many miles away from the City. WEC also fails to mention that its debt structure and debt covenants may not allow for those benefits to flow to its members. Alternatively, with WEC's power supplier, Sunflower, those benefits would not be shared or allowed to be shared with the City.

6.) **The utility's operational ability to serve the annexed area**

The City is well-positioned to serve the annexed area. The City has three electrical substations within ¼ of a mile, two existing 12.5 KV distribution lines on the property, as well as 27MW of natural gas generation directly adjacent to the property. No additional substations will be required to be constructed.

7.) **Avoiding the wasteful duplication of facilities**

Both the City and WEC have facilities on the property so no additional duplication of facilities would be necessary, with the exception of a small underground distribution line extension to serve the existing gas well. In conversations with WEC staff, its existing facilities will continue to serve other areas of its electrical distribution system. The City does not consider the underground distribution extension to be a major addition, but rather is minor and when other beneficial factors are considered, does not rise to the level of wastefulness.

8.) **Avoiding unnecessary encumbrance upon the landscape**

There will be no additional encumbrance upon the landscape of the City property by being served by the City.

9.) **Preventing the waste of materials and natural resources**

There will be no waste of materials or natural resources should the City serve the annexed land.

APPROVED BY THE GOVERNING BODY the 16th day of June, 2015.

CITY OF GARDEN CITY, KANSAS

By: _____
Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado
City Clerk

New Business



**PUBLIC UTILITIES
DEPARTMENT**

MIKE MUIRHEAD
Public Utilities
Director
301 N 8th St
620.276.1577

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

FRED JONES
Water Department
Resource Manager
106 S 11th St
620.276.1292

ED BORGMAN
Waste Water
Superintendent
345 S Jennie Barker Rd
620.276.1281

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

MEMORANDUM

TO: Governing Body
THRU: Matt Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE : June 16, 2015
RE : Power Supply Contracts

ISSUE:

Consideration of additional power supply contracts, and extending existing power supply contracts with the Kansas Municipal Energy Agency (KMEA) and the City of Garden City (City).

BACKGROUND:

City staff has been working with JK Energy Consultants LLC. (JKEC) and with KMEA in acquiring additional power supply for the City for the next 5 years. Please see attached information from JKEC .

In November, 2014 the City sent out a Request for Proposals (RFP) to KMEA, Sunflower Electric Power Corporation (Sunflower) and the Heartland Consumers Power District (Heartland). Both KMEA and Heartland responded to the request whereas Sunflower declined.

The Heartland contract (through KMEA) is for an initial 5 year term (January 1, 2016 – December 31, 2020) with an optional 5 year extension with proper advance notification. This power supply will come from the Whelan Energy Center Unit 2 located near Hastings NE.

A base load capacity and energy product from EMP2 (KMEA) is for a 3 year term (January 1, 2016 – December 31, 2018). This (5-6 MW) power supply will come from cities within the KMEA / EMP2 family and sourced from the Grand River Dam Authority (GRDA) in OK.

The Jameson Energy Center (JEC) will still be operated in a peak shaving fashion when it is cost effective to do so. If the integrated market price is cheaper to purchase power from the market than running JEC, then that market purchase will take place to help reduce costs to the City. JEC will also operate if and when the Southwest Power Pool (SPP) the Regional Transmission Operator (RTO) calls for it to operate for additional capacity or voltage stabilization for the SPP system.

ALTERNATIVE:

- 1) Governing Body approve additional power supply contracts and authorize the Mayor to sign and City Clerk attest.



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2) Governing Body does not approve additional power supply contracts.

RECOMMENDATION:

Staff recommendation is to approve alternative 1.

FISCAL NOTE:

The total power supply costs for FY 2016 have been budgeted at \$23,390,665 and have adequate funds to cover additional power supply contracts being considered. This total includes the debt service of \$3,390,665 for the JEC.

June 11, 2015

Mike Muirhead
City of Garden City
PO Box 998
Garden City, KS 67846

Dear Mike:

JK Energy Consulting, LLC (JKEC) is pleased to submit this letter report summarizing the final evaluation of power supply proposals for the City of Garden City (City). The letter report summarizes the capacity needs, balance of energy needs and supply resources, and power costs for the selected resource plan. This letter also provides recommendations for the City to execute several power supply contracts for service beginning January 1, 2016.

Purpose and Approach

The purpose of the analysis completed was to prepare a power supply plan for the City for FY 2016. The primary goal of the power supply plan was to secure sufficient capacity and associated energy to serve the City's retail load. A secondary goal was to secure sufficient energy resources at fixed prices to minimize cost volatility and provide price certainty for more of the City's energy supply. In developing the power supply plan, least cost planning principles were applied to select resources that would minimize power costs to the extent practical while ensuring sufficient resources.

The approach to completing the analysis involved several steps. Peak demand requirements were compared to existing resources to determine how much additional capacity was necessary to meet minimum reserve requirements. The City's load duration curve was reviewed to determine how much additional baseload energy would be necessary to provide sufficient fixed price energy to meet a significant portion of the City's energy needs without resulting in excess energy during off-peak periods. The City requested proposals from several parties for baseload energy accredited capacity. The proposals were reviewed to determine which proposals resulted in the lowest power costs for the City. Contract negotiations were completed with the selected suppliers.

Capacity and Energy Resource Needs

Table 1 summarizes the City's committed capacity resources that were under contract for FY 2016, as of January 1, 2015. Those resources were:

1. Western Area Power Administration (WAPA): 2.3 MW (summer) firm purchase with reserves
2. Jameson Energy Center Units 1 through 3: 27.22 MW (accredited) generation ownership
3. Kansas City Power & Light (KCP&L): 10 MW of system capacity (without reserves)

Table 1
Comparison of Loads and Capacity Resources
Committed Resources
City of Garden City

Description	FY 2016 Committed
Peak Demand	67.00
Capacity Reserve Margin	8.82
System Capacity Requirement	75.82
Garden City Accredited Capacity	
Jameson EC #1	9.17
Jameson EC #2	9.03
Jameson EC #3	9.02
Total	27.22
Firm Purchases with Reserves	
GRDA (EMP2)	0.00
WAPA	2.30
Total	2.30
Capacity Purchases without Reserves	
KCP&L	10.00
AECI	0.00
Subtotal - Capacity Purchases	10.00
Total Accredited Capacity	39.52
Surplus / (Deficit)	(36.30)

Based on committed resources, the City's projected capacity deficit for FY 2016 was approximately 36.3 MW. This capacity could be supplied from either baseload capacity and energy purchases or from "paper capacity" that provided accredited capacity with market-priced energy.

Table 2 shows the current Balance of Energy Requirements and Resource for FY 2014 through FY 2016 based on committed resources. The only committed energy resources as of the start of this study were WAPA purchases, accounting for approximately 2% of projected energy requirements, and KCP&L purchases of approximately 62,000 MWh, which represent 22% of the City's energy requirements. Jameson Energy Center, based on its projected fuel and variable cost, was not included as an energy resource but would be available as needed based on reliability needs and economic factors. Based on committed resources, only 24% of the City's energy is secured for FY 2016. The rest of the energy would need to be purchased from spot market purchases or the Southwest Power Pool (SPP) Integrated Marketplace (IM).

Table 2
Balance of Energy Requirements and Resources
Actual and Committed Resources
FY 2014 through FY 2016

Description	FY 2014	FY 2015	FY 2016
Total Energy Requirements	289,574	289,574	289,574
Energy Resources			
WAPA	6,536	6,536	6,536
Westar	24,480	-	-
KCP&L	62,120	62,120	62,120
SPP IM	168,688	126,910	220,918
Spot Market	27,750	-	-
Fixed Price	-	94,008	-
GRDA EMP-2	-	-	-
Heartland	-	-	-
Total Energy Resources	289,574	289,574	289,574
Energy Resource by Pricing (MWh)			
Fixed Price	93,136	162,664	68,656
Market Price	196,438	126,910	220,918
Energy Resource by Pricing (%)			
Fixed Price	32%	56%	24%
Market Price	68%	44%	76%

Having 76% of the City's energy supplied from market priced resources is a significant risk factor. There is the potential for increased natural gas prices that would increase market prices and the operating costs for Jameson Energy Center. Generating unit outages may also affect market prices by increasing marginal costs in the region and causing higher cost units to set the market clearing price.

Hourly load data was reviewed to assess how much baseload energy could be purchased without resulting in excess energy during off-peak periods. Based on FY 2014 load data and committed resources, it appeared that 15-20 MW of baseload energy could be purchased without resulting in significant amounts of excess energy during off-peak periods. The City's minimum load in FY 2014 was approximately 18-19 MW. A purchase of 15 MW would operate at a capacity factor of nearly 100%. A purchase of 20 MW would operate at a capacity factor of approximately 98%. Therefore, approximately 15-20 MW of baseload energy would balance the desire to secure fixed priced energy for FY 2016 while ensuring that there is not excess energy during off-peak periods.

Review of Power Supply Proposals

In November 2014, JKEC sent a request for proposals to three parties, requesting baseload capacity and energy for the period FY 2016 through FY 2020. The amount requested in FY 2016 and FY 2017 was 15 MW, with 20 MW requested in FY 2018 and beyond. The increase in baseload energy for FY 2018 took into account the expiration of 5 MW of capacity and energy purchased from KCP&L.

Proposals were solicited from the Kansas Municipal Energy Agency (KMEA), Heartland Consumers Power District (Heartland), and Sunflower Electric Power Cooperative (Sunflower). Other parties were contacted on an informal basis to ascertain their interest in responding, but ultimately did not request to be included in the RFP process. Sunflower notified the City that it was not going to submit a proposal. KMEA requested an extension of time to respond that was granted to KMEA and to Heartland.

KMEA offered several different capacity and energy options. These options included The Grand River Dam Authority (GRDA) capacity and energy that was not needed by other Energy Management Project #2 (EMP-2) participants, baseload capacity and energy from the Dogwood facility in Missouri, participation capacity from Westar Energy, and capacity and energy from KCP&L. The GRDA capacity and energy appeared to be a reasonable alternative to provide baseload capacity.

Heartland offered a unit contingent energy proposal, based on the Whelan Energy Center Unit #2. The proposal did not include capacity, but offered a fixed price for energy that was very competitive. When paired with market-priced accredited capacity, the equivalent capacity and energy cost was less than the proposals provided by KMEA. The estimated savings from the Heartland proposal compared to the lowest cost KMEA proposal was approximately \$12/MWh, or approximately \$1.4 million annually in FY 2016 and FY 2017, increasing to approximately \$1.8 million in FY 2018. In addition, the Heartland proposal was a fixed price proposal while the lowest cost KMEA proposal had an energy adjustment clause that could potentially increase based on fuel costs and other factors, such as unit outages and environmental compliance costs.

Based on the economic assessment, it appears the City should purchase baseload energy from Heartland and accredited capacity at market prices in FY 2016 through FY 2020. After discussions with KMEA, a counter-proposal for up to 6 MW of baseload capacity and energy from EMP-2 cities was made at prices that were equivalent to the Heartland purchase. This would secure sufficient capacity and energy to provide approximately 79% of the City's needs at a fixed price

while limiting the amount of excess energy during low-load hours to less than 4,000 MWh in FY 2016. Any excess energy would be sold in the SPP IM at market prices and Garden City would receive a credit from SPP for that energy.

Power Supply Plan – FY 2016

Table 3 (see page 6) shows the proposed capacity plan for FY 2016. Table 4 (see page 7) shows the balance of energy requirements and resources for FY 2016. The capacity plan is based on the lowest cost capacity proposals received by KMEA in response to an April request for accredited capacity proposals. The following capacity and energy purchases would be added to the previously committed resources:

- 17 MW of additional accredited capacity from KCP&L (27 MW total)
- 25 MW of new accredited capacity from Associated Electric Cooperative Inc. (AECI)
- 15 MW of new baseload energy from Heartland in FY 2016 and FY 2017, increasing to 20 MW in FY 2018 through FY 2020
- 6 MW of new firm baseload capacity and energy from EMP-2 participants

Contracts for the KCP&L and AECI capacity have been negotiated and are ready for approval by the City Commission. The 6 MW of baseload capacity and energy purchase from the EMP-2 cities is still being negotiated and will likely be ready for City Commission approval in July.

Table 4 shows that the majority of the City's energy will be secured through fixed price arrangements in FY 2016. In FY 2014, only 32% of the City's energy came from fixed price resources, while the rest of the energy was subject to market fluctuations. In FY 2016, approximately 79% of the City's energy will be supplied under fixed price arrangements, providing reduced price volatility.

Table 5 (see page 8) shows the projected power costs for FY 2016 based on the recommended power supply plan, compared to actual costs in FY 2014 and estimated costs for FY 2015. Costs in FY 2016 are projected to increase approximately 3.3% when compared to FY 2015. The largest element of the proposed rate increase is an increase in Sunflower transmission costs of approximately 12%, based on information provided in the most recent formula rate true-up calculation filed with the Kansas Corporation Commission. Excluding the effect of transmission cost increases, the projected increase in costs between FY 2015 and FY 2016 is approximately 1.33%. This increase is reasonable when considering the increase in the proportion of the City's resources that are being secured in fixed price agreements, and historically low natural gas prices in FY 2014 and FY 2015 that contributed to low market prices in those two years. The proposed fixed price arrangements will reduce volatility and provide for stable, fixed power costs for the majority of the City's energy purchases.

Table 3
Comparison of Loads and Capacity Resources
City of Garden City

Description	FY 2016 Proposed
Peak Demand	67.00
Capacity Reserve Margin	8.00
System Capacity Requirement	75.00
Garden City Accredited Capacity	
Jameson EC #1	9.17
Jameson EC #2	9.03
Jameson EC #3	9.02
Total	27.22
Firm Purchases with Reserves	
GRDA (EMP-2) (1)	6.00
WAPA	2.30
Total	8.30
Capacity Purchases without Reserves	
KCPL	27.00
AECI	25.00
Subtotal - Capacity Purchases	52.00
Total Accredited Capacity	87.52
Surplus / (Deficit)	12.52

Notes:

(1) Negotiations ongoing for this capacity.

Table 4
Balance of Energy Requirements and Resources
Committed and Proposed Resources
FY 2014 through FY 2016

Description	FY 2014	FY 2015	FY 2016
Total Energy Requirements	289,574	289,574	289,574
Energy Resources			
WAPA	6,536	6,536	6,536
Westar	24,480	-	-
KCPL	62,120	62,120	62,120
SPP IM	168,688	126,910	60,610
Spot Market	27,750	-	-
Fixed Price	-	94,008	-
GRDA EMP-2 (1)	-	-	42,048
Heartland	-	-	118,260
Total Energy Resources	289,574	289,574	289,574
Energy Resource by Pricing (MWh)			
Fixed Price	93,136	162,664	228,964
Market Price	196,438	126,910	60,610
Energy Resource by Pricing (%)			
Fixed Price	32%	56%	79%
Market Price	68%	44%	21%

Notes:

(1) Pending completion of negotiations with KMEA and Cities.

Table 5
Comparison of Power Supply Costs
FY 2014 through FY 2016

Description	FY 2014	FY 2015	FY 2016
Capacity Cost			
WAPA	\$ 189,020	\$ 189,020	\$ 189,020
Other Capacity Purchases	1,136,840	1,539,000	1,369,960
Subtotal Capacity Cost	\$ 1,325,860	\$ 1,728,020	1,558,980
Energy Cost			
WAPA	\$ 135,365	\$ 135,351	\$ 135,351
Fixed Price Purchases	3,483,858	5,619,502	8,005,142
Market Purchases	6,033,277	3,842,019	1,834,881
Subtotal Energy Cost	\$ 9,652,500	\$ 9,596,872	\$ 9,975,374
KMEA Related			
Jameson Debt Service	\$ 2,331,612	\$ 3,531,612	\$ 3,531,612
Administrative/General	839,651	839,651	839,651
Subtotal - KMEA	3,171,263	4,371,263	4,371,263
Subtotal Excluding Transmission	\$ 14,149,623	\$ 15,696,155	\$ 15,905,617
Change from Previous Year		10.93%	1.33%
Transmission			
Sunflower	\$ 3,624,955	\$ 2,863,748	3,293,311
Wheatland	1,644,260	803,155	803,155
Subtotal Transmission	\$ 5,269,215	\$ 3,666,903	\$ 4,096,466
Total Including Transmission	\$ 19,418,838	\$ 19,363,058	\$ 20,002,083
Change from Previous Year		-0.29%	3.30%

Conclusions

Based on the information provided and the analysis completed, the following was concluded:

1. Based on committed resources as of January 1, 2015, the City was projected to have a capacity deficit of 36 MW in FY 2016.
2. Based on committed resources as of January 1, 2015, the City would be reliant on market-priced resources for approximately 76% of its energy requirements.
3. Purchasing 15-20 MW of baseload energy at a fixed price would reduce energy cost volatility without resulting in excess energy during off-peak hours.
4. The Heartland unit contingent energy proposal would provide savings of approximately \$1.4 million per year when compared to the lowest cost equivalent KMEA proposal.

5. Purchasing 6 MW of baseload capacity and energy from EMP-2 participants at the rate offered as part of negotiations subsequent to the original proposal would provide additional baseload energy at a price comparable to the Heartland proposal without resulting in significant surplus energy during off-peak hours.
6. Purchasing 17 MW of accredited capacity from KCP&L and 25 MW of accredited capacity from AECI will help ensure adequate capacity reserves.
7. The proposed resource plan will result in 79% of the City's energy in FY 2016 being supplied from fixed priced resources.
8. Projected power costs, excluding transmission, in FY 2016 will be 1.3% higher than in FY 2015. The higher cost is related to more fixed price energy being purchased and historically low natural gas prices in FY 2014 and FY 2015 causing low market prices.
9. Including the effect of a 12% increase in transmission, projected delivered power costs in FY 2016 are approximately 3.3% higher than FY 2015.

Recommendations

Based on the analyses completed and conclusions reached, the following is recommended:

1. The City Commission should authorize staff to execute the following power supply agreements, as negotiated by City staff and its advisors and upon approval by the City Attorney:
 - 17 MW capacity purchase from KCP&L
 - 25 MW capacity purchase from AECI
 - Unit contingent energy purchase from Heartland
2. City staff should complete negotiations with the EMP-2 cities for the additional 6 MW of baseload capacity and energy.

JKEC appreciates the opportunity to provide this study for the City. I look forward to answering your questions on this letter and assisting you in implementing its recommendations.

Sincerely yours,



John A. Krajewski
JK Energy Consulting, LLC

JAK/kam



Memo

To: Mayor and City Commission
From: Kaleb Kentner
CC: File
Date: June 8, 2015
Re: Great Plains Development, INC. (GPDI) Membership and fee's

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

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

CODE COMPLIANCE
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PLANNING AND
ZONING
620-276-1170
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www.garden-city.org

ISSUE: Great Plains Development, INC. is requesting City membership and participation in the amount of \$3,750.00. A GPDI membership agreement, summary letter and dues statement is attached.

BACKGROUND: According to City records the City has not participated with a City membership or agreement with GPDI as far back as 2011. No records have been found prior to 2011 in conjunction with a membership to GPDI. Finney County has been a participating member which provides the service if needed to the County and all municipalities within the County.

The City has not directly participated or obtained CDBG applications or funds from CDBG sources since 2005 with GPDI. However some programs and grants have been utilized in conjunction with Finney County Economic Development (FCEDC).

The City has not had a membership or paid a membership fee according to City records.

ALTERNATIVES:

1. Approve the membership agreement and pay \$3,750.00 membership fee.
2. Approve the membership agreement and pay the minimum \$750.00 membership fee.
3. Do not approve the membership agreement.

RECOMMENDATION: Based on previous years Staff would recommend alternative #3.

FISCAL NOTE: Alternative one would have a fiscal note of \$3,700.00. Alternative two would have a fiscal note of \$750.00. Alternative three would not have a fiscal note.



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P.O. Box 1116
Dodge City, KS 67801-1116
620-227-6406 • fax 620-225-6051
gpd@gpdionline.com • www.gpdionline.com

An EDA Economic Development District/SBA Certified Development Company

DATE: May 19, 2015

TO: City of Garden City Commissioners

RE: PROUD TO BE YOUR CONTINUING ECONOMIC DEVELOPMENT PARTNER

Great Plains Development, Inc. (GPDI) is proud to be your county's partner in creating jobs and helping new and existing businesses in your area. Thank you for being an active business member. As your Certified Development Company and federal Economic Development District, we strive to provide you and your area businesses with priority loan administration, grant programs and business services. Here is a summary of our business loan programs, economic development programs and municipal CDBG grant services:

Community Development Block Grants – Community Improvement (CDBG-CI). GPDI assists cities and counties with CDBG applications and administration. **Due to uncertain 2015-2016 federal and state budgets, we recommend you begin the application process as soon as possible. Deadlines for 2015 are September and October of this year.** See more CDBG information and our qualifications later in the packet. Review your capital improvement needs and stretch your local dollars with CDBG funds.

Current loan applications. We continue to work with clients in the area, preparing loan applications, loan review services, closing documents and client loan servicing. We currently have an existing large retail application in progress, two service business application inquiries, one complete restaurant application and a possible existing business purchase inquiry and application in progress.

CDBG-ED Loans. An important service for Garden City, Great Plains Development can assist in preparing and administering Small Cities Community Development Block Grant Economic Development loans. More information is in our CDBG section in this report.

Garden City CDBG-ED RLF and Finney County CDBG-ED RLF. CDBG revolving loan fund programs, GPDI also prepares applications and administers this fund for the county.

E-Community. The Finney County Economic Development, through a program initiated by the Kansas Center for Entrepreneurship, offers tax-credit funded loans to qualified applicants within Finney County. GPDI prepares applications and administers those funds.

StartUp Kansas. Available through the Kansas Center for Entrepreneurship and their Network Kansas Program, "StartUp Kansas" funds, up to \$45,000, are available for business start-ups and business retention. There is a minimum 40% match required.

GPDI Revolving Loan Funds. Great Plains has four in-house revolving loan funds. All funds are available and restricted to business startups or expansions

Please note the entire GPDI Portfolio of Approved Loans and Grants and your own county list in this report.

We continue to represent you at many state and regional economic development, loan and grant meetings. We are active members of the Kansas Association of Certified Development Companies (KACDC) and the

BUSINESS, GROWTH AND REAL JOBS IN SOUTHWEST KANSAS

Serving counties of Barber, Barton, Clark, Comanche, Edwards, Finney, Ford, Grant, Gray, Greeley, Hamilton, Haskell, Hodgeman, Kearny, Kiowa, Lane, Meade, Morton, Ness, Pawnee, Pratt, Rush, Scott, Seward, Stafford, Stanton, Stevens, Wichita. *An equal opportunity lender, provider and employer.*

Kansas Association of Regional Development Organizations (KARDO), among others. We are involved in a special project to provide a new 28-county and statewide Community Economic Development Strategy (CEDS) for the U.S. Department of Commerce Economic Development Administration (EDA). This new five-year plan will include a special analysis of new census data provided by the economic development centers of Kansas State University and the University of Kansas. It will be available on our web site.

We are also working with our state development organization association (KARDO) to bring you new planning and economic development assistance as we train to learn “Strategic Doing.” This new process should help you, right at the local level, to “get the job done” without relying on federal and state support.

We appreciate the continued assistance and cooperation we get from Lona Duvall, Economic Development Director. Lona is constantly bringing leads to us and working as our partner. We always appreciate the Commission’s financial and business support in helping to make Garden City one of western Kansas’s most exciting places to grow business!

Most sincerely,



Robert J. Wetmore,
GPDI Co-Director



Faye Trent,
GPDI Co-Director



Paul Olsen,
Field Service Representative



100 Military Avenue • Suite 128
P.O. Box 1116
Dodge City, KS 67801-1116
620-227-6406 • fax 620-225-6051
gpd@gpdonline.com • www.gpdonline.com

An EDA Economic Development District/SBA Certified Development Company

**GREAT PLAINS DEVELOPMENT, INC.
MEMBERSHIP AGREEMENT**

BENEFITS TO GARDEN CITY

As a member county, GPDI will:

- Keep the county and your appointed members aware of GPDI's services.
- Serve as an ex-officio member of your county or local economic development corp. board.
- Answer questions about limited federal and state legislative matters.
- Provide letters of support for projects within the county.
- Research potential project funding sources.
- Keep you informed of current regional economic development information.
- Provide CDBG/RLF, E-Community and StartUp Kansas administration when applicable.
- Include county/local plans in our 28-county Comprehensive Economic Development Strategy.
- Link your web site to our updated GPDI web site.
- Give priority assistance to local businesses as GPDI prepares loan applications for federal, state, local and GPDI programs. Preparation fees are paid by the business applicant. GPDI will also provide workshops and training when available.
- Prepare grant applications for federal, state and local funding sources, such as:
 - Kansas Department of Commerce
 - Kansas Department of Health & Environment
 - Kansas Department of Transportation
 - USDA Rural Development
 - US Economic Development Administration

The fee for grant application preparation is ten percent of the grant administration allowed and is due before submission. If you select GPDI to administer your grant the fee is waived. If the grant does not allow an administration fee, an agreement will be made before the grant is submitted.

Membership fee is 25-cents per capita based upon the latest Kansas Statistical Abstract county information or a minimum of \$750.00, with a maximum of \$7,500.00. Membership term is calendar year 2015. Payment of \$3,750 is due upon receipt of statement.

ACCEPTED:

City of Garden City
P. O. Box 499
Garden City, KS 67846-0499

By: _____ Title: _____ Date: _____

BUSINESS, GROWTH AND REAL JOBS IN SOUTHWEST KANSAS



100 Military Avenue • Suite 128
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Dodge City, KS 67801-1116
620-227-6406 • fax 620-225-6051
gpd@gpdionline.com • www.gpdionline.com

An EDA Economic Development District/SBA Certified Development Company

INVOICE SUBMITTED TO:

City of Garden City
P. O. Box 499
Garden City, KS 67846-0499

County Membership Dues for 2015

\$ 3,750

Based upon twenty-five cents per capita population (37,098
) from latest Kansas Statistical Abstract data.
Minimum \$750 – Maximum \$7,500

Due upon receipt.



**Engineering
Department**

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

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

CITY ADMINISTRATIVE
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MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 9 June 2015

RE: KDOT FUND EXCHANGE PROGRAM

ISSUE

Staff requests Governing Body consideration of redirecting the use of 2015 KDOT fund exchange program from the previously approved projects to a different project.

BACKGROUND

At your February 17th meeting, the Governing Body authorized an application to KDOT for the 2015 fund exchange program for reconstruction of Buffalo Jones Avenue from 5-Points to 13th Street and Walnut Street between Main and Eighth Streets. KDOT accepted the application to exchange \$310,318.44 in federal funds for \$279,286.60 in state exchange funds. KDOT does not designate specific projects in the fund exchange agreement.

With the current construction of the new Walmart Neighborhood Market at Taylor Avenue and Emerson Street, Emerson Street has experienced major pavement and base failures that warrant more rehabilitation than patching of the affected areas. Emerson Street was constructed in 1982 per the City street design standards at that time – 3” asphalt on 6” of compacted base. This would have been sufficient for a residential neighborhood, but not for the commercial traffic conditions that have developed along John Street. Current design standards for a commercial street call for 6” asphalt and 6” aggregate base.

We are proposing redirection of the 2015 fund exchange program to Emerson and John Streets, as shown on the accompanying map, for reconstruction with 8” concrete pavement and 6” aggregate base. This is due to the heavier trucks delivering stock and fuel to the new Walmart. The estimated cost of this work is \$275,000, which fits within the available funds. The project could be let directly by the City or some other arrangement by an agreement with Walmart.

ALTERNATIVES

- 1) Approve the redirection of funds to Emerson and John Streets.
- 2) Defer action until a later date.

RECOMMENDATION

Staff recommends Governing Body approval of the redirection of funds to Emerson and John Streets.



FISCAL

The City will have to borrow funds from the Community Trust Fund until repaid by monthly reimbursements from KDOT.

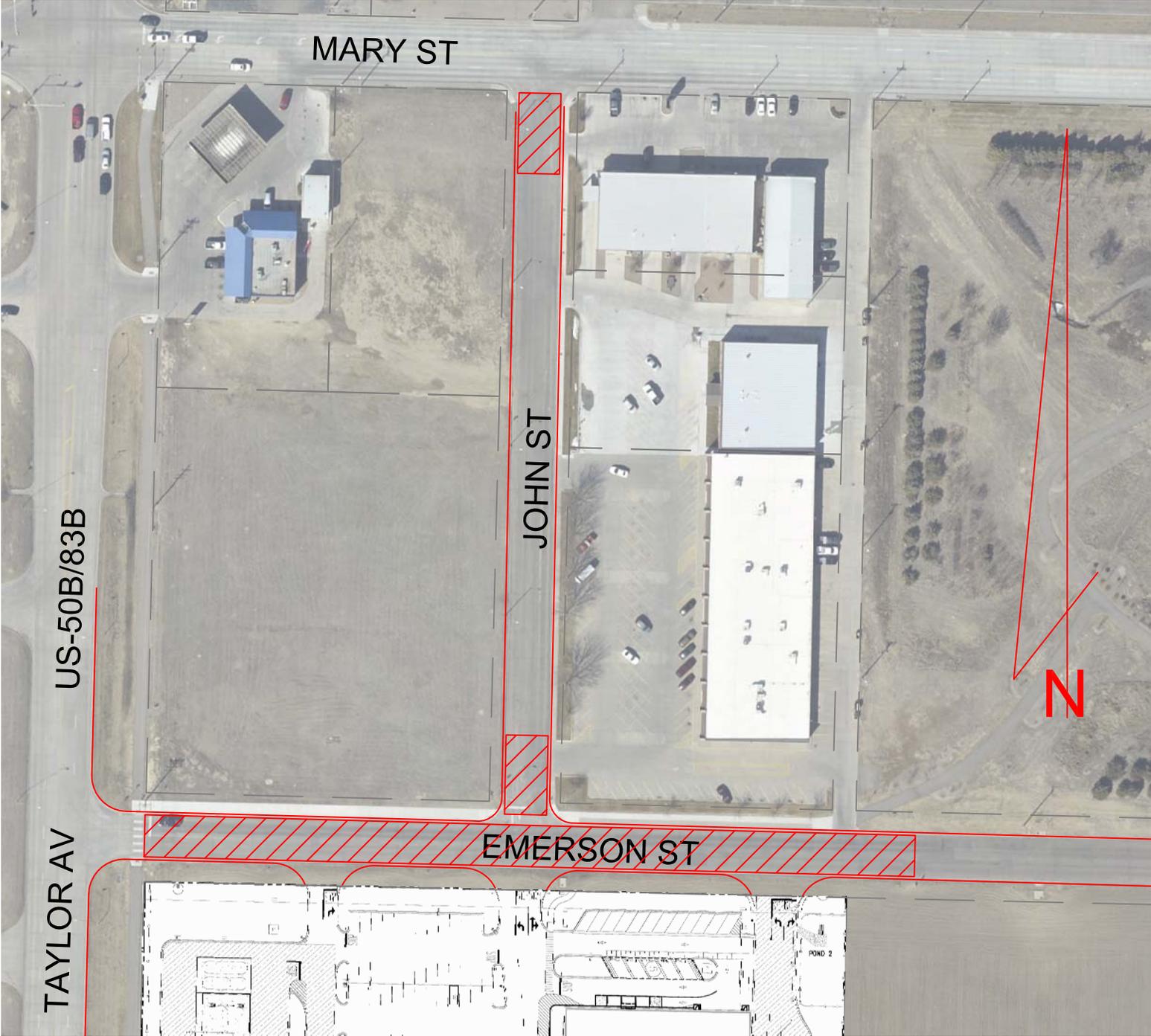
A handwritten signature in blue ink that reads "Steve Cottrell". The signature is written in a cursive style and is positioned above a faint horizontal line.

**Engineering
Department**

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

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

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



MARY ST

US-50B/83B

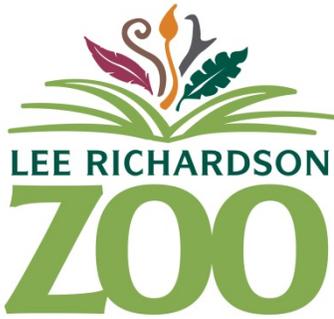
JOHN ST

N

TAYLOR AV

EMERSON ST

POND 2



Inspiring conservation of
wildlife and wild places.

KRISTI NEWLAND
Director
Kristi.Newland@gardencityks.us

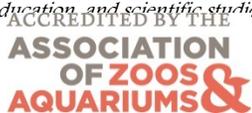
JORDAN PIHA
General Curator
Jordan.Piha@gardencityks.us

NEIL ELMS
Facilities Manager
Neil.Elms@gardencityks.us

312 Finnup Drive
Garden City, KS 67846

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

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



Memorandum

10 June 2015

To: City Commission
Cc: Matt Allen, City Manager
From: Kristi Newland, Zoo Director
Re: Zoo Advisory Board Member Recommendations

Issue:

Consideration of applicants and appointment of new representatives to the Zoo Advisory Board to fill open positions.

Background:

The Zoo Advisory Board currently has three vacancies: one due to the expiring term of Evelyn Bowman, another due to the expiration of a term which was vacated last year and completed by Kathy Diehl, the third due to the resignation of Board member Debbie Reynolds, after 4 years of service, due to time constraints. Kathy Diehl would like to stay on the Zoo advisory board, filling a full-term position. Two applications have been received to fill the other open positions. Ms. Tighe and Mr. Sloderbeck are excited about the opportunity to serve the city and the zoo. Their applications are attached for your consideration.

Alternatives:

1. Approve the recommended appointments
2. Deny the recommended appointments

Recommendation:

Zoo Director Newland recommends that the City Commission approve the reappointment of Kathy Diehl, and the appointment of Sarah Tighe, each for full 3 year terms, as well as the appointment of Phil Sloderbeck to complete the remaining two years of the open term, all effective July 2015.

Fiscal Note:

There is no fiscal impact caused by this action.

GARDEN CITY IS MY TOWN TOO!

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

NAME: Sarah Tighe HOME PHONE: 515-238-2522

ADDRESS: 801 Susan Street, GC WORK PHONE: 620-276-1200

E-MAIL ADDRESS: Sarah.Tighe@gardencityks.us

OCCUPATION (if employed): Community Health Specialist

PLACE OF EMPLOYMENT: Garden City Recreation Commission

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 1.5 years

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

I am interested in being involved in a board/commission in order to help the Garden City community become a healthier, more active place to live while attracting new people to live here.

OTHER APPLICABLE EXPERIENCE: Masters degree in Health Education and Health Promotion; member of Finney County Health Coalition

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

Airport Advisory Board

Alcohol Fund Advisory Committee

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority

Parks & Tree Board

Planning Commission

Police/Citizen Board

Public Utilities Advisory Board

Recreation Commission

Traffic Advisory Committee

Zoning Board of Appeals

RETURN THIS FORM TO:

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

GARDEN CITY IS MY TOWN TOO!

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

NAME: Phil Sloderbeck HOME PHONE: 602-276-4130

ADDRESS: 102 Chelsey Ct CELL PHONE: 620-260-7174

OCCUPATION (if employed): Retired - Professor of Entomology - Kansas State University – Southwest Research-Extension Center

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 34 years

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

I feel that my background would be useful in serving on the advisory board of the Lee Richardson Zoo. I have a background in biology/entomology and education. I have been a member of the Zoo for several years and served as a docent. Now that I am retired I would be interested in giving back to the community.

OTHER APPLICABLE EXPERIENCE: I grew-up on a livestock farm in Indiana and earned a Bachelor of Science degree in Biology Education from Purdue University, a Masters in Entomology from Purdue University, and a PhD in Entomology from the University of Kentucky. I served as an area extension specialist for Entomology for southwest Kansas for 28 years and 5 years as the southwest area extension director.

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

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

RETURN THIS FORM TO:

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

Consent Agenda

CROSSING GUARD AGREEMENT

THIS CROSSING GUARD AGREEMENT (Agreement) made and entered into this ____ day of July, 2015, by and between the CITY OF GARDEN CITY, KANSAS (City), and the BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, STATE OF KANSAS (USD 457).

WHEREAS, USD 457 and City have a desire to provide a safe environment for students walking to and from USD 457 schools and crossing City streets adjacent or close to USD 457 schools; and

WHEREAS, City and USD 457 have a desire to provide crossing guards for USD 457 students, in an efficient and effective manner.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish policies and procedures between City and USD 457 concerning the staffing, training, and administration of personnel assigned as crossing guards on City streets adjacent or close to USD 457 schools.

2. TERM. The term of this Agreement shall be for the 2015-16 school year, commencing on August 13, 2015, and ending on May 19, 2016.

3. TRAINING. Each person assigned as a crossing guard shall receive not less than one (1) hour of orientation and training for the position, to be provided as specified herein.

4. DUTIES OF CITY. City shall be responsible for the following duties under this Agreement:

- (a) Training of crossing guards through the Garden City Police Department (GCPD);
- (b) Providing each crossing guard with a safety vest, stop sign, and whistle; and
- (c) Providing USD 457 with applications from citizens who are interested in becoming a crossing guard.

5. DUTIES OF USD 457. USD 457 shall be responsible for the following duties under this Agreement:

- (a) Recruitment and hiring of crossing guards;
- (b) Administration of all personnel issues pertaining to crossing guards; and
- (c) Assignment of crossing guards to locations adjacent or close to USD 457 schools.

6. SCOPE OF EMPLOYMENT. All crossing guards shall be employees of USD 457, and shall be under the sole and exclusive direction and control of USD 457.

7. ADMINISTRATION OF AGREEMENT. The Chief of Police of the GCPD and the Deputy Superintendent/Director of Personnel of USD 457 shall be responsible for implementation of this Agreement, and they shall be the contact persons for their respective entities pertaining to any issue involving this Agreement or a crossing guard.

8. AUTHORITY TO CONTRACT. City and USD 457 possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, *et seq.*, K.S.A. 72-8201, and the Kansas Constitution, Article 6, Sec. 5; and Article 12, Sec. 5.

9. ADOPTION. City and USD 457 shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion. Any subsequent amendment to, or extension of, this Agreement shall also require adoption by appropriate action.

10. SEPARATE ENTITY. It is not the intent of City and USD 457 to create a separate legal or administrative entity to perform the functions of this Agreement.

11. MANNER OF FINANCING. The manner of financing to support the purpose of this Agreement shall be through expenditure of general funds, by City and USD 457.

12. DEFAULT. Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than thirty (30) days. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of a default.

13. LEGAL RESPONSIBILITY. It is not the intent of the City or USD 457 to relieve either party of any obligation or responsibility imposed upon a party by law.

14. CONTROL OF LEGISLATURE/FUNDING. The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas. In the event sufficient funds shall not be appropriated by City or USD 457 for any obligations required under the terms and conditions of this Agreement, City and/or USD 457 may terminate this Agreement pursuant to the notice requirements set forth herein.

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

CITY OF GARDEN CITY, KANSAS

By _____
JANET A. DOLL, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

BOARD OF EDUCATION, UNIFIED
SCHOOL DISTRICT NO. 457,
FINNEY COUNTY, STATE OF KANSAS

By _____
DR. GLORIA HOPKINS, President

ATTEST:

JOANNE NELSON, Clerk of the Board

LAW ENFORCEMENT OFFICER ASSIGNMENT AGREEMENT

THIS LAW ENFORCEMENT OFFICER ASSIGNMENT AGREEMENT (Agreement) made and entered into this _____ day of July, 2015, by and between the CITY OF GARDEN CITY, KANSAS (CITY), the GARDEN CITY POLICE DEPARTMENT (GCPD), and the BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, STATE OF KANSAS (USD 457).

WHEREAS, USD 457 has a need to provide a safe educational environment for staff and students at Garden City High School (GCHS), Kenneth Henderson Middle School (KHMS), Horace J. Good Middle School (HGMS), Charles Stones Intermediate Center (CSIC), and Bernadine Sitts Intermediate Center (BSIC); and

WHEREAS, CITY/GCPD have a desire to discharge law enforcement duties for the citizens of Garden City, including staff and students at GCHS, KHMS, HGMS, CSIC, and BSIC, in an efficient and effective manner; and

WHEREAS, placement of GCPD law enforcement officers at GCHS, KHMS, HGMS, CSIC, and BSIC for the purposes delineated in this Agreement will serve the needs of USD 457 and GCPD.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is for the placement of a GCPD law enforcement officer at each designated school, GCHS, KHMS, HGMS, CSIC, and BSIC as a means of providing security, and law enforcement related education, to the staff and students of GCHS, KHMS, HGMS, CSIC, and BSIC.

2. TERM. The term of this Agreement shall be for the 2015-16 school year, commencing on August 13, 2015, and ending May 19, 2016.

3. ASSIGNMENT OF LAW ENFORCEMENT OFFICER. GCPD shall assign GCPD law enforcement officers to GCHS, KHMS, and HGMS for the 2015-16 school year. The law enforcement officers shall be present at their respective schools each day school is in session, from 7:00 a.m. to 4:00 p.m., and as otherwise designated as to frequency and time at CSIC and BSIC. USD 457 shall provide an office for the law enforcement officer at each school.

4. COMPENSATION. USD 457 shall pay to CITY, the sum of Two Hundred Fifty-one Thousand One Hundred Seven and 40/100 Dollars (\$251,107.40), for the services of four (4) law enforcement officers for the 2015-16 school year. The payments from USD 457 to CITY shall be made as follows: One Hundred Twenty-five Thousand Five Hundred Fifty-three and 70/100 Dollars (\$125,553.70) on or before December 15, 2015, and the remaining amount of One Hundred Twenty-five Thousand Five Hundred Fifty-three and 70/100 (\$125,553.70) on or before June 15, 2016. The amount paid by USD 457 represents three-fourths of the total salary and benefits to be paid to the law enforcement officers.

5. DUTIES OF LAW ENFORCEMENT OFFICERS. The law enforcement officers shall discharge all duties expected of any law enforcement officer employed by CITY/GCPD, including, but not limited to the following:

- (a) Enforcement of all statutes of the State of Kansas and ordinances of CITY.
- (b) Investigation of statutory or ordinance violations occurring at GCHS, KHMS, HGMS, CSIC, and/or BSIC.
- (c) Discharge of duties pursuant to state statute and rules and regulations of CITY and GCPD.
- (d) Conduct educational seminars and/or give classroom presentations on relevant subjects related to the law and GCHS, KHMS, HGMS, CSIC, and BSIC students.

6. DISCIPLINE AND CONTROL OF STUDENTS. The law enforcement officers shall not engage in the discipline of students which might be required as a result of a violation of GCHS, KHMS, HGMS, CSIC, or BSIC policies and procedures or USD 457 board policy. The law enforcement officers shall not be required to control the conduct of students who may be violating GCHS, KHMS, HGMS, CSIC, or BSIC policy or procedure or USD 457 board policy, if the conduct does not rise to the level of a statutory or ordinance violation. The complete responsibility for discipline and control of students for conduct which is a violation of GCHS, KHMS, HGMS, CSIC, or BSIC policies and procedures or USD 457 board policy shall be with USD 457.

7. SCOPE OF EMPLOYMENT. The law enforcement officers shall be employees of CITY/GCPD, and shall be under the sole and exclusive direction and control of the Chief of Police of the GCPD. The specific law enforcement officers to be assigned to GCHS shall be within the discretion of the Chief of Police of the GCPD, and the specific law enforcement officers may be substituted from time to time, although the parties acknowledge and agree that uniformity in assignment of law enforcement officer to the schools is an important factor.

8. RECORDS. The law enforcement officers shall not have access to educational records unless authorized by federal or state law or USD 457 board policy. This Agreement in no manner abrogates any federal or state law governing juvenile, criminal, or educational information or records, and neither party to this Agreement is authorized to disclose any information or record to the other party, which has been deemed to be confidential by federal or state law, or USD 457 board policy.

9. ADMINISTRATION OF AGREEMENT. The Chief of Police of the GCPD and the Principals of GCHS, KHMS, HGMS, CSIC, and BSIC shall be responsible for implementation of this Agreement, and they shall be the contact persons for their respective entities pertaining to any issue involving this Agreement or the law enforcement officers.

10. AUTHORITY TO CONTRACT. CITY and USD 457 possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, *et seq.*, K.S.A. 72-8201, and the Kansas Constitution, Article 6, Sec. 5; and Article 12, Sec. 5.

11. ADOPTION. CITY and USD 457 shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion. Any subsequent amendment to, or extension of, this Agreement shall also require adoption by appropriate action.

12. SEPARATE ENTITY. It is not the intent of CITY and USD 457 to create a separate legal or administrative entity to perform the functions of this Agreement.

13. MANNER OF FINANCING. The manner of financing to support the purpose of this Agreement shall be through expenditure of general funds, by CITY and USD 457.

14. TERMINATION. This Agreement may be terminated by either party, for any reason, by giving not less than thirty (30) days' notice to the other party. The parties agree that upon termination of this Agreement prior to the end of the term contemplated by Paragraph 2 above, the parties shall determine a pro-rata apportionment of compensation on the basis of CITY - 1/4th and USD 457 - 3/4ths of the yearly compensation of the four (4) law enforcement officers.

15. DEFAULT. Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than thirty (30) days. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of a default.

16. LEGAL RESPONSIBILITY. It is not the intent of CITY or USD 457 to relieve either party of any obligation or responsibility imposed upon a party by law.

17. CONTROL OF LEGISLATURE/FUNDING. The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas. In the event sufficient funds shall not be appropriated by CITY or USD 457 for any obligations required under the terms and conditions of this Agreement, CITY and/or USD 457 may terminate this Agreement pursuant to the notice requirements set forth herein.

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

CITY OF GARDEN CITY, KANSAS

By _____
JANET A. DOLL, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

GARDEN CITY POLICE DEPARTMENT

By _____

BOARD OF EDUCATION,
UNIFIED SCHOOL DISTRICT NO. 457,
FINNEY COUNTY, STATE OF KANSAS

By _____
DR. GLORIA HOPKINS, President

ATTEST:

JOANNE NELSON, Clerk of the Board

BUFFALO DUNES GOLF COURSE AGREEMENT

THIS BUFFALO DUNES GOLF COURSE AGREEMENT (Agreement) made and entered into this ____ day of June, 2015 by and between **THE CITY OF GARDEN CITY, KANSAS (CITY)**, and **THE BOARD OF TRUSTEES OF GARDEN CITY COMMUNITY COLLEGE (GCCC)**.

WHEREAS, CITY owns and operates Buffalo Dunes Golf Course (Buffalo Dunes Golf Course), a municipal golf course; and

WHEREAS, GCCC Golf Team desires to use Buffalo Dunes Golf Course for practice and tournaments, and

WHEREAS, CITY agrees to allow the GCCC Golf Team to use Buffalo Dunes Golf Course.

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the parties agree as follows:

1. **USE OF BUFFALO DUNES GOLF COURSE.** CITY grants to GCCC and the GCCC Golf Team, the use of Buffalo Dunes Golf Course for the 2015-16 school year for practice, both on the course and the range. Use of Buffalo Dunes Golf Course by the GCCC Golf Team shall be coordinated by course manager when such use will not materially interfere with use of Buffalo Dunes Golf Course by members and others using Buffalo Dunes Golf Course. The GCCC Golf Team shall be expected to practice proper golf course etiquette, golf course care, show courtesy and respect to members of the public playing and using Buffalo Dunes Golf Course, and wear proper golf course attire, at all times. Should a member of the GCCC Golf Team violate any golf course use regulation, he may be by suspended by WASINGER or the GCCC Athletic Director from future use of Buffalo Dunes Golf Course.

2. **PAYMENT TO CITY.** GCCC shall pay to CITY for use of Buffalo Dunes Golf Course, the sum of One Thousand Dollars (\$1,000), on or before September 1, 2015, and for each subsequent term of this Agreement on September 1st. The GCCC Golf Team shall also be entitled to use Buffalo Dunes Golf Course for one (1) tournament per year for the fee paid by GCCC to CITY. The expense for use of Buffalo Dunes Golf Course by the GCCC Golf Team for additional tournaments shall be negotiated between GCCC and CITY.

- (c) This Agreement may be amended, changed or modified, only upon the written consent of both parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the state of Kansas.

IN WITNESS WHEREOF, the parties hereto have adopted and signed this Agreement as noted herein.

THE CITY OF GARDEN CITY, KANSAS

Date

ATTEST:

Celyn N. Hurtado, City Clerk

By _____

Janet A. Doll, Mayor

THE BOARD OF TRUSTEES OF
GARDEN CITY COMMUNITY COLLEGE

Date

ATTEST:

Debra Atkinson, Board Clerk

By _____

Merilyn Douglass, GCCC Chairperson



MEMORANDUM

TO: Governing Body
FROM: Sam Curran
DATE: June 9, 2015
SUBJECT: Transportation Study – Contract

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

City Staff requests authorization and approval of the contract agreement with Professional Engineering Consultants (PEC) to provide engineering services for a Transportation Study.

BACKGROUND

The Governing Body authorized Staff to negotiate a contract agreement with Professional Engineering Consultants at the June 2nd Commission meeting for the following Transportation Study:

1. Segment capacity analysis to understand the level of potential congestion of roadway exhibits as a 3-lane roadway compared to the existing 4-lane condition (road diet analysis). The road segments to be evaluated include:
 - a. Fulton Street between Main Street and Campus Drive
 - b. Campus Drive between Fulton Street and Mary Street
 - c. Mary Street between Taylor Avenue and US 50/83/400 Bypass
 - d. Jennie Barker Road between E US-50/400 HWY and Schulman Avenue
2. Provide diagrammatic striping plans for the four corridors based on the conclusions from the capacity analysis.
3. Provide conceptual single-lane roundabout geometric layouts to identify potential right-of-way conflicts and conduct intersection traffic control analysis, using peak hour traffic counts. The intersections to be evaluated include:
 - a. Jennie Barker Road/Spruce Street
 - b. Jennie Barker Road/Schulman Avenue

CITY ADMINISTRATIVE

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



- c. Lareu Street/Leslie Road
- d. Lareu Street/Schulman Avenue
- e. Mary Street/High School Entrance
- f. Fulton Street/Main Street

Staff has included the proposed Transportation Contract Agreement for the Commission review.

CITY COMMISSION

JANET A. DOLL,

Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

ALTERNATIVES

- 1) Approve and authorize proposed contract agreement with PEC.
- 2) Direct Staff into another direction.
- 3) Defer action until a later date.
- 4) Deny this request.

RECOMMENDATION

Staff recommends authorization and approval of the contract agreement with Professional Engineering Consultants for engineer services involving the Transportation Study.

MATTHEW C. ALLEN

City Manager

MELINDA A. HITZ, CPA

Finance Director

RANDALL D. GRISELL

City Counselor

FISCAL

\$50,000 budgeted in the 2015 Budget, 001-21-133-5347.10.

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

June 5, 2015

City of Garden City
301 N. 8th
P.O. Box 998
Garden City, KS 67846-0998

Attention: Sam Curran, Director of Public Works

Reference: City of Garden City – Transportation Study
PEC Project No. 32-15368-000-0951

Dear Mr. Curran:

This letter is written to serve as an agreement between City of Garden City (CLIENT) and Professional Engineering Consultants, P.A. (PEC) to provide professional services for a Transportation Study of four major road segments and six intersections within the City limits of Garden City, hereinafter called the PROJECT.

Project Description:

The 4 major road segments of the PROJECT are listed as follows:

1. Fulton Street between Main Street and Campus Drive.
2. Campus Drive between Fulton Street and Mary Street.
3. Mary Street between Taylor Avenue (Bus US50/83/400) and US50/83/400 Bypass.
4. Jennie Barker Road between US50/400 and Schulman Avenue.

The 6 intersections of the PROJECT are listed as follows:

1. Jennie Barker Road & Spruce Street.
2. Jennie Barker Road & Schulman Avenue.
3. Lareu Street & Leslie Road.
4. Lareu Street & Schulman Avenue.
5. Mary Street & Buffalo Way Drive (H.S. Entrance).
6. Fulton Street & Main Street.

Specifically, PEC proposes to perform the Scope of Services as outlined in Paragraph A. below, which are provided for your review and approval.

A. Scope of Services:

1. Data Collection - obtain traffic data from the City (signal timings, volumes, turning movements, 5-yr crash reports, etc.).
2. Perform field observation to document site conditions, operational characteristics, and motorist behaviors.

3. Estimate future traffic volumes and intersection turning volumes for year 2035 conditions.
4. Conduct operational and capacity analyses (level-of-service, capacity, delay, queuing) using *Trafficware® Synchro Version 8.0* and *HCM2010* criteria. The analyses will examine weekday AM/PM peak hours for the following scenarios:
 - a. Existing Traffic on Existing Roadway configurations.
 - b. Existing Traffic on Future Roadway configurations.
 - c. Future Traffic on Existing Roadway configurations.
 - d. Future Traffic on Future Roadway configurations.
5. Identify and evaluate up to three sets of improvement alternatives. The alternatives will potentially include the number and types of travel lanes, intersection configurations and controls, driveway/sideroad locations, medians and turn lanes. Each alternative will be evaluated using the same methodology and scenarios as described in task 4.
6. Prepare a draft Study Report. Present findings and recommendations to the CLIENT, stakeholder agencies and the public to obtain feedback (no more than 3 meetings). Provide project information to the CLIENT for use on the City's website.
7. Prepare and submit the final Transportation Study Report and conceptual layout diagrams of recommended improvements.

B. Responsibility of CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Provide PEC with the traffic data necessary to conduct the scope of services.
2. Distribute meeting notifications/invitations to stakeholder agencies (school district, college, police, fire, etc.) and the community.
3. Provide venues for stakeholder and public meetings.

C. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Machine or manual vehicle counts.
2. Topographical surveying.
3. Research of existing Right-of-way and property line locations.
4. Services related to the design or construction of any improvements recommended as part of the study.

D. Payment Provisions:

PEC proposes to perform the Scope of Services on the basis of a lump sum fee of \$40,818, plus reimbursable expenses. Reimbursable expenses shall include printing, out-of-town travel (vehicle & fuel), lodging, and per diem, and is estimated to be \$2,000.

Unless otherwise agreed upon, billings will be made once a month for work completed the previous month. Taxes are not included in stated fees. CLIENT shall reimburse PEC for any sales, use and value-added taxes, which apply to these services.

E. Time of Performance:

PEC proposes to begin work on the PROJECT within 5 days following receipt of an executed copy of this agreement and to complete the Scope of Services in accordance with a mutually agreed schedule, exclusive of any delays beyond the control of PEC.

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between the CLIENT and PEC. They may be altered only by Supplemental Agreement.

Thank you for selecting us to provide professional services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

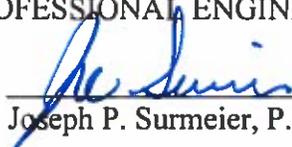


Scott A. Canfield, P.E., PTOE
Project Manager

SAC/tac

Encl: As noted

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: 
Joseph P. Surmeier, P.E., Principal

Date: 6-8-2015

ACCEPTED:

CITY OF GARDEN CITY, KANSAS

By: _____

Title: _____

Date: _____

PEC STANDARD CONDITIONS

1. **STANDARD OF CARE:** Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.

2. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.

3. **INSURANCE:** PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.

4. **NO GUARANTEE:** PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.

5. **INDEMNIFICATION/HOLD HARMLESS:** PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.

6. **DISPUTES:** Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be

governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.

7. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.

8. **NON PAYMENT/TERMINATION OF AGREEMENT:** If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.

9. **DIFFERING SITE CONDITIONS:** The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

10. **EXTRA WORK:** Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.

11. **FORCE MAJEURE:** The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12. **AGREEMENT SOLELY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

13. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of \$50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 9 June 2015

RE: KANSAS AVENUE WIDENING PROJECT – CONSULTANT SELECTION

ISSUE

Earles Engineering & Inspection, Inc., has provided a detailed proposal for Governing Body consideration for construction engineering (inspection) and right-of-way acquisition services for the Kansas Avenue widening project.

BACKGROUND

At your May 19th meeting, the Governing Body accepted the recommendation from the selection committee, and authorized staff to negotiate a contract for the necessary services with Earles Engineering and Inspections, Inc. The is for a maximum cost not to exceed and we will only pay for actual costs incurred.

ALTERNATIVES

- 1) The Governing Body may accept the proposal.
- 2) The Governing Body may reject the proposal and direct staff to begin negotiations with the second ranked consultant.
- 3) The Governing Body may defer action until a later date.

RECOMMENDATION

Staff recommends accepting the proposal from Earles Engineering & Inspections, Inc., and authorizing the Mayor and City Clerk to execute the contracts when received from the consultant.

FISCAL

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



Engineering Department

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

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

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

A handwritten signature in cursive script that reads "Steve Cottrell".

ProjectNo. 156-28 KA-2621-01

Kansas Avenue
City of Garden City
Finney County

**PROPOSAL FOR RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
ENGINEERING SERVICES (Cost Plus Net Fee)**

The consulting engineering firm of EARLES ENGINEERING & INSPECTION, INC., 115 W. Iron St, Salina KS 67401, here in after referred to as the CONSULTANT has reviewed the information transmitted by the City of Garden City, herein after referred to as the CITY. Based on this information, the CONSULTANT submits the following proposal:

1. The CITY has requested a proposal for right-of-way acquisition and construction engineering services from the CONSULTANT for right-of-way acquisition and the on-site inspection and testing, contract administration and may include surveying on the above noted project.
2. The CITY desires the services provided by the CONSULTANT to be in accordance with regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary of Transportation of the State of Kansas, herein after referred to as the SECRETARY.
3. The CITY has been certified by KDOT to administer State or federally funded projects not on the National Highway System.
4. The services performed by the CONSULTANT will be as per terms of an Agreement generally described as follows:
 - A. The CONSULTANT agrees to:

(1) Right of Way Acquisition Services

Provide right-of-way acquisition services in accordance with state and federal regulations including but not limited to the Uniform Relocation Act. The services for right-of-way acquisition is based on 10 parcels. It is anticipated that the 10 parcels will be acquired using the Appraisal Waiver Process for minor uncomplicated acquisitions. The fee base will include the full appraisal and acquisition process for one project to establish the base for acquisition for one parcel. Should more than one parcel require full appraisal, the scope of services and fees will be adjusted accordingly.

The scope of services for right of way acquisition will include the following:

- Prepare the parcel folders for 10 parcels in accordance with the federal regulations as defined in the Uniform Relocation

Act. The parcel folders will include the documentation for each Parcel along with the "ACQUISITION - Real Property Acquisition for Kansas Highways, Roads, Streets, and Bridges" as published by the Kansas Department of Transportation for distribution to each property owner.

- The CONSULTANT'S Project Manager and Surveyor will attend a public meeting with the CITY staff to meet with the property owners and present the process for right of way acquisition. The Real Property Acquisition brochure will be presented to each of the property owners.
- The surveyor will stake the proposed right of way line on the properties. The surveyor will also prepare legal descriptions for the properties to be acquired by the CITY.
- The CONSULTANT will meet with the Property owners at their properties to discuss the right of way as staked for the properties to address their concerns about the project. Notes will be kept for each meeting.
- The CONSULTANT will meet with the CITY to discuss the Issues for the individual properties and develop the offer for the Parcels.
- The CONSULTANT will prepare written offers for each Parcel for the CITY to sign and mail them to the Property Owners.
- The CONSULTANT will be available to talk with the property owners about the offers and present counter offers to the CITY for their consideration.
- When the purchase price is agreed upon, the parcel and price information will be presented to First American Title Insurance for Title Insurance, preparation of the Deed and closing on the 10 Parcels.
- In the event that the CITY and the property owner cannot agree on the Just Compensation amount for the Parcel. The Parcel will be appraised through the Appraisal Process as defined with the Appraiser and the Review Appraiser for the Properties.
 - Special Attachment Exhibit A is attached with the breakdown of estimated costs for the right of way acquisition for the project.

(2) Construction Phase Services

Designate a Project Engineer/Project Manager who shall serve as the CONSULTANT'S Field Supervisor. The Project Engineer/Project Manager will meet KDOT's certification policy and report and transmit Project activity documents to KDOT's Construction Office. The Project Engineer/Project Manager and other KDOT Certified Inspector(s) will inspect all work done and material furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. The Project Engineer/Project Manager will not be authorized to alter or waive the provisions of the Specifications or the Construction

Contract Proposal. The Project Engineer/Project Manager will not be authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor, however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the CITY or KDOT Field Engineer. The use of non-certified inspector(s) for this project will be limited to specific work after demonstrating satisfactory performance and obtaining written approval by the Field Engineer.

- (3) Assign a sufficient number of KDOT Certified Inspector(s) to the Project to perform the services required under the Agreement, in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of the KDOT, the Contract Documents (Specifications, Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field services to be performed under the Agreement.
- (5) Perform the CONSULTANT'S field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the CONSULTANT'S services, and to check or test it prior to use on the Project.
- (7) Provide for CONSULTANT personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under the Agreement.
- (8) Undertake the following:

Transmit orders from CITY to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination off in all pay quantities.

Inspect all phases of construction operations to determine the Contractor's compliance with Contract Documents and to reject such work and materials which do not comply with the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Make certain that test report records or certificates of compliance for materials tested off the Project site and required prior to the incorporation in the work have been received.

Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including Project Engineer/Project Manager and Inspector's diaries.

Measure and compute all materials incorporated in the work and items of work completed, and maintain an item account record.

Provide measurement and computation of pay items.

Prepare and submit, or assisting preparing, such periodic, intermediate and final reports and records as may be required by the CITY or KDOT and as are applicable to the Project, which may include:

- a. Progress Reports
- b. Weekly statement of working days
- c. Notice of change in construction status
- d. Report of field inspection of material
- e. Test report record
- f. Contractor pay estimates
- g. Pile driving data
- h. Piling record
- i. Final certification of materials
- j. Explanation of quantity variation
- k. Statement of contract time
- l. Other records and reports as required by the Project

Review, or assist in reviewing, all Contractor submittals of records and reports required by the CITY or KDOT, as applicable to the Project, which may include:

- a. Requests for partial and final payment
- b. Other reports and records as required by the individual Project

- (9) Prepare and submit, if desired by the CONSULTANT, partial payment invoices for services rendered by the CONSULTANT, but not to exceed one submittal per month.
- (10) Collect, properly label or identify, and deliver to the CITY all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the CONSULTANT in the performance of the Agreement, upon completion or termination of the Agreement.

- (11) Return, upon completion or termination of the Agreement, all manuals, contract documents, guides, written instruction, unused forms and record keeping books, and other documents and materials furnished by the CITY. The CONSULTANT shall be responsible for replacing lost documents or materials at the price determined by the CITY.
- (12) Prepare and submit a certification of Project completion.
- (13) Prepare and submit a final payment voucher for services rendered by the CONSULTANT.
- (14) Prepare and deliver (when Project is completed) one copy of major changes to the plans (by letter) to the CITY. The letter should contain such items as the following:
 1. A revised list of benchmarks
 2. Location of government benchmarks
 3. Major changes in alignment
 4. Major changes in grade line
 5. Established references on corner stones
 6. Major changes in location of drainage structures
 7. Major changes in flow line of drainage structures
 8. Drainage structures added or deleted
 9. Any change of access control

5. The services performed by the CITY will be as per terms of an Agreement generally be described as follows:

A. The CITY agrees to:

- (1) Make available to the CONSULTANT sufficient copies of the contract documents, shop drawings, plan revisions, written instructions and other information and data considered by the CITY to be necessary to enable the CONSULTANT to perform the services under this Agreement for the Project to the same standards required of the CITY's personnel.
- (2) Provide for the use of the CONSULTANT a sufficient supply of the blank diaries, logs, record keeping books and reporting forms considered by the CITY to be necessary for the CONSULTANT to perform the services under this Agreement to the same standards required of the CITY's personnel.

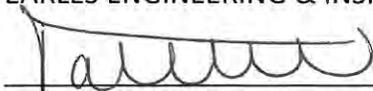
- (3) Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the CONSULTANT until completion of the construction work.
 - (4) Perform or provide for laboratory testing of materials requiring off-site testing facilities, and obtain test reports or certificates of compliance thereof.
 - (5) Perform all necessary weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
 - (6) Designate a Field Engineer. The Field Engineer will delegate to a construction office the overseeing of the Project where a Construction Engineer/Construction Coordinator will be assigned to monitor and coordinate all Project related activity to assure compliance with applicable Federal and State requirements of services Performed under this Agreement and all construction activities performed under The Contract Documents.
 - (7) Provide, through the Field Engineer, such assistance and guidance to the CONSULTANT as may be reasonably necessary to perform and complete the Agreement in conformance with standard construction engineering practices of the CITY and KDOT.
6. The CONSULTANT has been advised by the CITY that the anticipated services to be performed will start in 2015 and be completed by 2016 with an estimated 180 of Calendar days.
 7. The CONSULTANT will save the CITY and SECRETARY and their authorized representatives harmless from costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the CONSULTANT, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the CONSULTANT'S operation in connection with the services to be performed here under.
 8. The CONSULTANT will make all documents and accounting records pertaining to the cost of the services for the Project available at the CONSULTANT'S office to representatives of the CITY, SECRETARY, FHWA or any authorized representative of the Federal Government for audit for a period of three(3) years after the date of final payment.
 9. The CONSULTANT will comply with all federal, state and local laws and ordinances applicable to the services to be performed.
 10. The cost plus net fee total cost proposal proposed by the CONSULTANT for the performance of services is supported on "Exhibit A" for Right of Way Acquisition and "Exhibit B" for Construction Phase Services. The CONSULTANT will request reimbursement of actual costs in conformity with approved FHWA cost principals and not to exceed the upper limit of compensation. The fees proposed are as follows:

- A. Right of Way Acquisition "Exhibit A"
 - a. A Net Fee amount of \$4,541.74
 - b. The upper limit of compensation, Total Cost plus Net Fee for Services detailed in this proposal shall be \$46,574.99
- B. Construction Phase Services "Exhibit B"
 - a. A Net Fee amount of \$21,029.25
 - b. The upper limit of compensation, Total Cost plus Net Fee for Services detailed in this proposal shall be \$197,925.75
- C. Total Project "Exhibit A&B"
 - a. A Net Fee amount of \$25,570.99
 - b. The upper limit of compensation, Total Cost plus Net Fee for Services detailed in this proposal shall be \$244,500.74

- 11. The CONSULTANT will provide engineering services outside those set forth above, or for changes in criteria. Any payments authorized under this paragraph must be approved by the CITY in a supplemental agreement.
- 12. The CONSULTANT may request a partial payment each month; however, partial payment requests will be limited to \$1,000 minimums. It is understood that the accumulated partial payments shall not exceed ninety-five percent (95%) of the total fee earned prior to the final approval by the CITY. Final payment to the CONSULTANT should be made within ninety(90) days after receipt of proper billing and final approval by the CITY.
- 13. The CONSULTANT'S accounting system, cost records and overhead factors may have to be reviewed by the KDOT'S Bureau of Fiscal Services at the time the agreement is prepared by the CITY.
- 14. It is understood by the CONSULTANT that if the CONSULTANT does not have a certified Project Engineer/Project Manager when the Project is ready to let, the Project may be withdrawn from a letting and any agreement executed as a result of this proposal may be cancelled.
- 15. The CONSULTANT'S Project Engineer/Project Manager for this project will be:
Glenn Knak, P.E.

The Chief Inspector for the CONSULTANT will be: **Brad Mahoney**
- 16. The CONSULTANT certifies the actions of all representatives of the firm will be in compliance with the prescribed "Code of Conduct" solicitation and execution of contract Federal regulations.
- 17. The above proposal indicates our interpretation of the services desired by the CITY, and the CONSULTANT will be happy to meet and discuss any or all items of this proposal.

Respectfully submitted,
EARLES ENGINEERING & INSPECTION, INC



Patricia Ramirez Earles, President Date

SPECIAL ATTACHMENT
Exhibit A

ESTIMATE OF RIGHT OF WAY ACQUISITION ENGINEERING FEE
KDOT 156-28 KA-2621-01
K-156 (Kansas Avenue) Main Street to Third Street

A. DIRECT PAYROLL & CONTRACT ADMINISTRATION

	WORK TYPE	EMPLOYEE	Survey and Legal Descriptions		Right of way Acquisition		
			HOURS	SALARY	HOURS	SALARY	
1	Prepare Parcel Folders, 10 Parcels / 2 hrs ea	Project Manager Clerical	5 hours 24 hours 24 hours 60 hours 4 hours	@ @ @ @	20 hours 5 hours	\$58.00/hour: \$13.50/hour:	\$1,160.00 \$67.50
2	Field Surveys and Legal Descriptions 10 Parcels 4 hrs/parcel	Proj. Manager RLS Field RLS Office Cad Tech Clerical		@ @ @			\$290.00 \$1,392.00 \$1,392.00 \$900.00 \$54.00
3	Right of way Acquisition Procedures - Simple Acquisitions Public Information Meeting	Proj. Manager RLS	4 hours	@	8 hours	\$58.00/hour:	\$464.00
a	Print KDOT Real Property Acquisition Brochure for all Parcels	Clerical	30 hours	@	3 hours	\$13.50/hour:	\$40.50
b	Stake Right of Way/10 parcels	Surveyor	30 hours	@			\$1,740.00 \$510.00
c	Meeting one on one with Property Owners Assuming 2/hrs per meeting Documentation	Proj. Manager			20 hours	\$58.00/hour:	\$1,160.00
d	Meet with City to Discuss Offers	Proj. Manager			5 hours	\$58.00/hour:	\$290.00
e	Prepare and mail Written Offers	Proj. Manager			4 hours	\$58.00/hour:	\$232.00
f	Respond to phone calls and counter offers	Proj. Manager			10 hours	\$58.00/hour:	\$580.00
g	Confer With City on Counter offers/phone	Clerical			8 hours	\$13.50/hour:	\$108.00
h	Prepare Written Counter Offers	Proj. Manager			6 hours	\$58.00/hour:	\$348.00
i	Coordinate with Title Company	Proj. Manager			2 hours	\$58.00/hour:	\$232.00
4	Total take and Relocations Assistance 1 parcel	Clerical			6 hours	\$13.50/hour:	\$81.00
	Coordinate with Appraiser and Appraisal Review	Proj. Manager			4 hours	\$58.00/hour:	\$232.00
	Prepare Written Offer	Proj. Manager			8 hours	\$58.00/hour:	\$464.00
	Review Couler Offer and present to City	Proj. Manager			3 hours	\$58.00/hour:	\$174.00
	Final Documentation	Proj. Manager			4 hours	\$58.00/hour:	\$232.00
5	TOTAL DIRECT PAYROLL SALARIES	Proj. Manager Clerical	181 hours		8 hours 20 hours 152 hours	\$58.00/hour: \$13.50/hour:	\$464.00 \$270.00 \$6,947.00
	B. Overhead on Direct Payroll (125%)						\$8,683.75
	C. Total Payroll plus Overhead						\$15,630.75
	D. Net Fee						\$2,344.61
	E. Total Payroll, Overhead and Net fee						\$17,975.36
	F. Direct Expenses						\$500.00
	Motels		0 @		5 @	\$100.00	\$500.00
	Meals Peridium / day		9 @		8 @	45	\$360.00
	Subcontractor						
	First American Title Insurance						
a	Title Insurance 10 parcels at 210 ea				10 @	210	\$2,100.00
a-1	Prepare Deed and Closing 10 parcels at 235 ea				10 @	235	\$2,350.00
a-2	S&S Appraisals - Residential				1 @	500	\$500.00
b	S&S Appraisals - Commercial				1 @	1300	\$1,300.00
b-1	Appraisal Review				1 @	850	\$850.00
c	Mileage		1500 @		4500 @	\$0.565	\$847.50
	Total Other Direct Expenses						\$1,252.50
	SUBTOTAL COST PLUS NET FEE						\$18,097.13
	TOTAL NET FEE						\$4,541.74
	TOTAL COST PLUS NET FEE						\$46,574.99

SPECIAL ATTACHMENT
Exhibit B

ESTIMATE OF CONSTRUCTION ENGINEERING FEE
KDOT 156-28 KA-2621-01
K-156 (Kansas Avenue) Main Street to Third Street

A. DIRECT PAYROLL & CONTRACT ADMINISTRATION

WORK TYPE	EMPLOYEE	HOURS		SALARY	EXTENSION
1. Quantity Check & document preparation	Project Manager	2 hours	@	\$58.00/hour:	\$116.00
	Project Inspector	40 hours	@	\$26.00/hour:	\$1,040.00
Subtotal					\$1,156.00
2. Field inspection & daily documentation					
26 Weeks @ 1.5 hrs week	Proj. Manager	39 hours	@	\$58.00/hour:	\$2,262.00
26 weeks @ 50 hrs week (40 r 10 ot)	Project Inspector	1040 hours	@	\$26.00/hour:	\$27,040.00
Over time (10 hrs week)	Project Inspector OT	260 hours	@	\$39.00/hour:	\$10,140.00
24 Weeks @ 1 hrs week	Clerical	24 hours	@	\$13.50/hour:	\$324.00
Second inspector and on site testing					
15 weeks @ 40 hrs week (32 r 8 ot)	2nd Inspector	600 hours	@	\$19.00/hour:	\$11,400.00
Over time (8 hrs week)	2nd Inspector OT	120 hours	@	\$28.50/hour:	\$3,420.00
Third inspector Batch Plant and on site testing					
10 weeks @ 20 hrs week	3rd Inspector	200 hours	@	\$16.50/hour:	\$3,300.00
Subtotal					\$57,886.00
3. Final Documentation					
	Proj. Manager	8 hours	@	\$58.00/hour:	\$464.00
	Project Inspector	100 hours	@	\$26.00/hour:	\$2,600.00
	Clerical	15 hours	@	\$13.50/hour:	\$202.50
Subtotal					\$3,266.50
TOTAL DIRECT PAYROLL SALARIES		2448 hours			\$62,308.50
Summary Total Direct Payroll Costs					
	Proj. Manager	49 hours	@	\$58.00/hour:	\$2,842.00
	Project Inspector	1180 hours	@	\$26.00/hour:	\$30,680.00
	Project Inspector OT	260 hours	@	\$39.00/hour:	\$10,140.00
	2nd Inspector	600 hours	@	\$19.00/hour:	\$11,400.00
	2nd Inspector OT	120 hours	@	\$28.50/hour:	\$3,420.00
	3rd Inspector	200 hours	@	\$16.50/hour:	\$3,300.00
	Clerical	39 hours	@	\$13.50/hour:	\$526.50
TOTAL DIRECT PAYROLL SALARIES					\$62,308.50
B. Overhead on Direct Payroll (125%)		2448 hours			\$77,885.63
C. Total Payroll plus Overhead					\$140,194.13
D. Net Fee					\$21,029.12
E. Total Payroll, Overhead and Net fee					\$161,223.25
F. Direct Expenses					
Motels		150	@	\$100.00	\$15,000.00
Meals Perdiium / day		150	@	45	\$6,750.00
Mileage		18500	@	\$0.57	\$10,452.50
Nuclear Gage Rental	30 pours * 10 hours* \$15/hr	300	@	\$15.00	\$4,500.00
Total Other Direct Expenses					\$36,702.50
TOTAL COST PLUS NET FEE					\$197,925.75

Other Entities Minutes



**GARDEN CITY REGIONAL AIRPORT
ADVISORY BOARD MINUTES
MAY 14, 2015**

5:30 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT

Ed Fischer, Ken Frey, Marlo Miller, Max Meschberger, and Steve Ziegler

MEMBERS ABSENT

Charlie Robinson and Darin Germann

STAFF PRESENT

Rachelle Powell and Miranda Benedict

ITEM 1 PUBLIC COMMENT

No public comment.

ITEM 2 APPROVAL OF APRIL 9, 2015 MINUTES

Ken Frey made a motion to approve the April 9, 2015 Airport Advisory Board minutes. Max Meschberger seconded the motion. The motion passed unanimously.

ITEM 3 HELTZEN LEASE

Rolf Heltzen rents the land identified below. The land is approximately 7.44 acres. The term of the lease is 50 years beginning on July 1, 2009 and ending on June 30, 2059. The lease has rent increases occurring every five years. Rent is currently \$500 per month. The next rent increase will occur on July 1, 2019 to \$650 per month.



Staff requests the Airport Advisory Board recommended approval of the automatic renewal of the lease between Rolf Heltzen and the City of Garden City.

Ken Frey made a motion to recommend the automatic renewal of the lease. Max Meschberger seconded the motion. The motion passed unanimously. Marlo Miller excused himself from the motion due to conflict of interest.

ITEM 4 DIRECTOR'S REPORT

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

ITEM 5 MONTHLY REPORTS

Staff reviewed the monthly reports with the Airport Advisory Board. Ed Fisher requested that staff include the PFC graph on a quarterly basis as opposed to monthly basis. Staff will implement these changes.

ITEM 6 BOARD MEMBER COMMENTS

- A. Ed Fischer – No comment
- B. Charlie Robinson – Absent
- C. Ken Frey – No comment
- D. Marlo Miller – Inquired about car rental facilities.
- E. Darin Germann – Absent
- F. Max Meschberger – No comment
- E. Steve Ziegler – No comment

ITEM 6 ADJOURNMENT

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

Wednesday, April 29, 2015 4:30 p.m.

AGENDA

Chairman Brock adds an executive session after the board member report regarding employee matters.

Approved

Pollet	Deal	Brock	Nelson	Winter
Aye	Aye	Aye	Aye	Aye

MINUTES

March 25, 2015

Approved

Pollet	Deal	Brock	Nelson	Winter
Aye	Aye	Aye	Aye	Aye

ELECTION OF VICE CHAIR

Member Pollet nominates Member Mark Nelson to be Vice Chair for the Garden City Housing Authority board of directors.

Approved

Pollet	Deal	Brock	Nelson	Winter
Aye	Aye	Aye	Aye	Aye

OLD BUSINESS

Emergency Evacuation Plan

Executive Director made several changes to the plan and included a rough draft map of the ground level floor plan. Executive Director attended an emergency management meeting. Once the evacuation plan has been finalized and approved the Garden City Fire Department will assist us with an evacuation drill.

2014 Audit Draft

The Management letter was not ready for this meeting as planned from the Auditor. What is in the board packet is the draft. Most of the significant changes in the budget is differences in how the expense was coding. Some codes have increases and other codes will have decreases. Everything balances out. Executive Director requested changes needed before submitting back to the Auditor. No changes made. The decrease in the pilot payment is due to the 2012 and 2013 payments in 2013. The payment in 2012 was not paid. For 2014 only one payment was made. The revenue has increased as we have become more diligent with charging for late fees and work order charges following our policy.

PUBLIC COMMENT

No Comment.

DIRECTOR'S REPORT

FINANCIAL REPORT

On one of the adjustments there is a large explanation. One of our tenants was not aware of reporting income increase within a 10 day period. During his annual review it was discovered he had several jobs that were not reported. The tenant owes back payment from when the new income should have been reported.

OCCUPANCY REPORT

Four apartments open and scheduled for move in.

WAITING LIST REPORT

The one bedroom is still currently closed.

CALENDAR

The office will be closed May 18th- 29th for the state NAHRO training conference. The office will also be closed Monday May 25, for Memorial Day.

EXECUTIVE SESSION

Motion for adjournment for executive session. 15 minutes

Approved

Pollet	Deal	Brock	Nelson	Winter
Aye	Aye	Aye	Aye	Aye

5:35 pm Executive Session adjourned.

Motion for adjournment

Approved

Pollet	Deal	Brock	Nelson	Winter
Aye	Aye	Aye	Aye	Aye

Meeting Adjourned 5:35 p.m.

Jennifer Brock, Chairman

Robyn Graffia, Secretary

FINNUP CENTER FOR CONSERVATION EDUCATION

5:00 PM, TUESDAY, JUNE 2, 2015

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

IV. NEW BUSINESS

1. Welcome New FOLRZ Executive Director
2. Zoo Monthly Report
3. FOLRZ Report
4. Board Member Term Renewal & Election of New Officers
5. New Board Member Recommendations
6. Board Tour Dates

V. OLD BUSINESS

1. Elephant Update

VI. BOARD MEMBER REPORTS

VII. ADJOURN

Thanks.

Kristi (276-1250)

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, June 2, 2015

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

- I. There was not a quorum, so an official meeting did not take place
- II. New Business
 - a. Welcome New FOLRZ Executive Director – Kristi introduced and welcomed Jessica Norton.
 - b. Zoo Monthly Report – It was a busy month with pronghorn, goral, and lions born, and a toad, milksnake, and pygmy slow loris joining the collection. The trumpeter swans and duckpond feeders are back at the duckpond now that spring migration has ended. The Director, General Curator and Facilities Manager have been conducting walk-through mock inspections of the zoo. Zoo content has been updated and can be seen on the City’s Channel 8 station. Cameras were installed in the lion cubbing box. Public fence modifications for safety issues are ongoing. The metal cat climbing barrier was removed from the mountain lion yard.
 - c. FOLRZ Report – Jessica has been training with Brian. Lisa Long is the new guest services manager at the Safari Shoppe. There will be a car show on July 11 to kick off Hullabaloo. 10,000 Villages merchandise arrived for the Global Bazaar which will take place on June 27th. The sluice is in and assembled. It is located near Cat Canyon and the kangaroo exhibit, and will be operational when electricity is hooked up. The binocular viewer is in and ready to be mounted on the Wilson Memorial deck.
 - d. Board Member Term Renewal & Election of New Officers – Evelyn and Debbie will go off the board. The term that Kathy filled will expire and she offered to serve another term. The board will elect officers at the next meeting when there is a quorum.
 - e. New Board Member Recommendations – An application was received from Sarah Tighe, and Kristi had contacted Phil Sloderbeck to fill Evelyn and Debbie’s positions on the board. Board members present supported the candidates, so Kristi will submit a recommendation to the City Commission.
- III. Old Business
 - a. Elephant Update – The Stakeholder Committee sent Requests for Proposals to zoos in Omaha, Colorado Springs, Tyler, TX, and Salt Lake City based on interest and basic qualifications. There is another zoo that may be interested and meets basic qualifications. The committee will then send representatives to visit the top 2 or 3 chosen.
- IV. Board Member Reports –

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