

AGENDA
CITY COMMISSION MEETING
Tuesday, December 15, 2015
1:00 P.M.

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., located in the large meeting room at the City Administrative Center to review and discuss housing updates including Rural Housing Incentive District developments. Administrative staff will be present and the pre-meeting is open to the public.**
- II. **REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. **APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. **PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. None at this writing.
- VII. **REPORT OF THE CITY MANAGER.**
 - A. There will be no Town Hall meeting of the Governing Body in December.
 - B. A Special Meeting of the Governing Body will be held on Tuesday, December 29, 2015 at 9:00 a.m. for the purpose of a public hearing for the amendment of funds in the 2015 budget.
 - C. City Manager Allen and City Attorney Grisell will update the City Commission on the status of the claim submitted for property tax valuation errors made by Finney County.
 - D. Staff has provided several items of information for Governing Body review including the following: from Director of Aviation Powell, the monthly activity report, from Neighborhood & Development Services Director Kentner the building report, from Cemetery Director Stevenson the monthly activity report, from Public Works Director the city projects update, from Fire Chief Shelton the monthly activity report, from Interim Police Chief Prewitt the monthly activity report and from Zoo Director Newland the monthly report.
 - E. Meetings of note:
 - ✓ December 12, 2015 – Tuba Christmas Concert on Grant Avenue at 3:00 p.m.
 - ✓ December 16, 2015 – Garden City Area Chamber of Commerce breakfast at The Golf Club at Southwind – 7:30 a.m.
 - ✓ December 29, 2015 – Special Meeting of the City Commission at 9:00 a.m. at the City Administrative Center, Commission Chambers
 - ✓ January 25, 2016 – Southwest Kansas Chambers of Commerce “SW Kansas Night Out in Topeka” at Capitol Plaza in Topeka – 5:00 – 8:00 p.m.

- ✓ February 11, 2016 – Garden City Area Chamber of Commerce Banquet, time and location TBA.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2402-2015A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. K.S.A. 12-517 requires the City to declare by resolution the entire boundary of the city in any year in which territory has been added to or excluded from the city.

- 1. Resolution No. _____-2015, a resolution declaring the boundaries of the City of Garden City, Kansas as of the 1st day of January 2016.

X. OLD BUSINESS.

- A. Governing Body consideration and approval of a Contract for Conveyance of Real Estate by Warranty Deed, for right-of-way and property for the Kansas Avenue widening project, from Normalea Ragel.

XI. NEW BUSINESS.

- A. Finance Director Melinda Hitz has provided the annual Capital Improvement Reserve Fund (05) transfers for Governing Body review and approval. Staff will be present to review and discuss with the schedule of 2015 transfers with the Governing Body.
- B. Finance Director Hitz and staff have provided the enclosed Notice of Budget Hearing for review and consideration. A request has been made to the Governing Body to authorize a Public Hearing on December 29, 2015 at 9:00 a.m. for the amendment to these listed funds in the 2015 Budget: Recreation Commission, Capital Improvement Reserve, 126a13 Revolving, Special Rec & Parks, Project Development and Solid Waste.
- C. Governing Body consideration and approval of Task Order Number 3 between the City of Garden City and HNTB for design services for Airport Improvement Program (AIP) 3-20-0024-38 - Taxilane and ARFF/Fuel Farm Access Road Reconstruction at Garden City Regional Airport.
- D. Governing Body consideration and approval of an interlocal agreement for Neighborhood & Development Services between the City of Garden City and Finney County.
- E. Governing Body consideration of lowering the Residential Electric Monthly Customer Charge, and reducing the amount of revenue that currently is directed into cash reserves.
- F. Advisory Board Recommendations:
 - 1. Alcohol Fund Advisory Committee – 1 appointment
 - 2. Art Grant Committee – 1 appointment
 - 3. Community Health Advisory Board – 3 appointments
 - 4. Traffic Advisory Board – 2 appointments

G. Traffic Advisory Board Recommendation:

1. Deny the request to install additional stop signs at the intersection of Sixth Street and Pine Street.

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

1. Governing Body consideration and acceptance of an Indigent Defense Agreement authorizing the City of Garden City, Kansas to retain Robert J. Kennington, an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City.
2. KDOT has provided Supplemental Agreement # 2 for Project No. 156-28 U-0154-01, for the combined 2014, 2015, and 2016 KLINK project for Governing Body consideration and approval.
3. Quit Claim Deed from Alan L. &/or LeiLani L. Orr transferring Space 6, Lot 74, Zone K of Valley View Cemetery to Russ Knaus.
4. Permission for Perry Smith to reserve Spaces 3 and 4, Lot 8, Zone J of Valley View Cemetery for the consideration of \$100.00 for the period of one year.
5. Licenses:

(2016 Renewal)

a) Carniceria Garcia Market.....	Cereal Malt Beverage
b) El Remedio Market	Cereal Malt Beverage
c) Express Corner	Cereal Malt Beverage
d) Fulton Convenience Store	Cereal Malt Beverage
e) Quicker Mart	Cereal Malt Beverage
f) U Pump It #203.....	Cereal Malt Beverage
g) U Pump It #207	Cereal Malt Beverage
h) U Pump It #212.....	Cereal Malt Beverage
i) Walgreens #7972.....	Cereal Malt Beverage
j) Walmart Neighborhood Market.....	Cereal Malt Beverage
k) Walmart Neighborhood Market – Fuel Station	Cereal Malt Beverage
l) Wheatlands Country Store	Cereal Malt Beverage
m) Agave Restaurant	Cereal Malt Beverage
n) Carniceria Garcia Restaurant	Cereal Malt Beverage
o) El Remedio Restaurant.....	Cereal Malt Beverage
p) El Zarape of Garden City	Cereal Malt Beverage
q) Garden Bowl	Cereal Malt Beverage
r) Hard Rock Lanes	Cereal Malt Beverage
s) Mariscos Puerto Nuevo	Cereal Malt Beverage
t) Plank’s BBQ.....	Cereal Malt Beverage
u) Taco Salinas	Cereal Malt Beverage
v) Tacos El Tapatio.....	Cereal Malt Beverage
w) Robinson Construction LLC	Class A General
x) BG Construction Inc.....	Glass A General
y) American Warrior Construction	Class A General
z) American Warrior Construction	Class B General
aa) Aqua Shield Roofing & Construction LLC	Class B General

bb)	Bernard Adam.....	Class B General
cc)	Byerly Construction	Class B General
dd)	Casco Homes Inc.	Class B General
ee)	Garden City Habitat for Humanity	Class B General
ff)	J2 Construction Inc.....	Class B General
gg)	JKL Construction, Inc.....	Class B General
hh)	Lifestyles Home Construction Inc.....	Class B General
ii)	Martin Builders	Class B General
jj)	McGaughey Construction	Class B General
kk)	Mid Plains Construction	Class B General
ll)	PDQ Tower Services Inc.	Class B General
mm)	Poorboy Enterprises	Class B General
nn)	Pro-Build Company LLC.....	Class B General
oo)	Omni Construction Company Inc.	Class B General
pp)	Outlaw Enterprises	Class B General
qq)	RC Electric LLC	Class B General
rr)	S&S Enterprises	Class B General
ss)	Stoecklein Construction.....	Class B General
tt)	Stucky Builders LLC	Class B General
uu)	Travers Construction, Inc.	Class B General
vv)	TNT Construction.....	Class B General
ww)	Ward's Garden Center, Inc.	Class B General
xx)	Waltz Construction	Class B General
yy)	Brungardt Plumbing LLC	Class B General
zz)	RJ's Plumbing and General Contracting Inc.	Class B General
aaa)	D&H Mobile Homes Inc.	Class B General
bbb)	Bockelman Construction LLC	Class B General
ccc)	Baier Electric	Class D-E Electrical
ddd)	Freedom Electric Inc.....	Class D-E Electrical
eee)	J Geier Electric	Class D-E Electrical
fff)	LJs Electric	Class D-E Electrical
ggg)	Mesa Electric II	Class D-E Electrical
hhh)	RC Electric LLC	Class D-E Electrical
iii)	Stray Voltage LLC.....	Class D-E Electrical
jjj)	Stegman Brothers Electric Inc.....	Class D-E Electrical
kkk)	Stiltner Electric	Class D-E Electrical
lll)	Shambaugh & Son, LP	Class D-E Electrical
mmm)	Vancampen Electric.....	Class D-E Electrical
nnn)	Luminous Neon Inc.....	Class D-SI Sign
ooo)	Brungardt Plumbing LLC	Class D-P Plumbing
ppp)	Dimond Plumbing	Class D-P Plumbing
qqq)	Frank's Plumbing LLC	Class D-P Plumbing
rrr)	Glassman Corporation.....	Class D-P Plumbing
sss)	Mesa Plumbing	Class D-P Plumbing
ttt)	RJ's Plumbing and General Contracting Inc.	Class D-P Plumbing
uuu)	Shambaugh & Son, LP	Class D-P Plumbing
vvv)	Evingers Heating & Air Conditioning	Class D-P Plumbing
www)	Glassman Corporation.....	Class D-P Plumbing
xxx)	IMAC & Heating LLC	Class D-P Plumbing
yyy)	J&J Heating & Air	Class D-P Plumbing
zzz)	Schindler Elevator Corporation	Class D-P Plumbing
aaaa)	Schindler Elevator Corporation	Class D-P Plumbing
bbbb)	Shambaugh & Son, LP	Class D-P Plumbing
cccc)	William's Heating & Air Conditioning.....	Class D-P Plumbing
dddd)	A-R Roofing, LLC	Class D-R Roofing
eeee)	Weathercraft Co. of Garden City	Class D-R Roofing
ffff)	Wray Roofing Inc.	Class D-R Roofing
gggg)	Mr. Pool	Class D-SUP Unlimited Swimming Pool
hhhh)	Dreiling Rentals	Class E-L Landlord

iiii)	Javier Olguin.....	Class E-L Landlord
jjjj)	Brungardt Plumbing LLC	Class E-BF Backflow
kkkk)	Total Fire Protection, Inc	Class E-F Fire Sprinkler & Protection
llll)	Shambaugh & Son, LP	Class E-F Fire Sprinkler & Protection
mmmm)	American Handyman.....	Class E-SOC Specialized Other
nnnn)	DV Enterprises, LLC.....	Class E-SOC Specialized Other
oooo)	E&L Lawncare	Class E-SOC Specialized Other
pppp)	Garden True Value.....	Class E-SOC Specialized Other
qqqq)	Garden True Value.....	Class E-SOC Specialized Other
rrrr)	Gary's Glass Services LLC	Class E-SOC Specialized Other
ssss)	Israel's Windows & Siding.....	Class E-SOC Specialized Other
tttt)	Kel's TLC	Class E-SOC Specialized Other
uuuu)	MJT Construction	Class E-SOC Specialized Other
vvvv)	Nieman's Siding & Home Improvements	Class E-SOC Specialized Other
wwww)	Precision Siding & Construction Co.	Class E-SOC Specialized Other
xxxx)	Ramos Concrete	Class E-SOC Specialized Other
yyyy)	Richard's Lawn and Tree Services	Class E-SOC Specialized Other
zzzz)	Roth Glass And Framing, LLC	Class E-SOC Specialized Other

- I. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(1) pertaining to personnel matters of non-elected personnel and their contractual obligations because if this matter were discussed in open session it might invade the privacy of those discussed.

XII. CITY COMMISSION REPORTS.

A. Commissioner Law

B. Commissioner Fankhauser

C. Mayor Cessna

D. Commissioner Doll

E. Commissioner Dale

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
December 1, 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, November 17, 2015 with all members present. Mayor Doll opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

Commissioner Fankhauser moved to deny the request from Jose Jaime Garcia, Garcia Golden Ring Circus to waive or reduce the \$2,500 deposit for circus special events. 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 and City Manager Allen recognized the dedicated service of the following employees who have reached milestones in their service for the City:

For 20 years of service:

Salvador Guerrero	Landscape Maintenance Technician	Parks
Ron Fry	Driver	Solid Waste
Ken Seirer	Battalion Chief	Fire

For 10 years of service:

Tanya Bradley Senior	Master Patrol Officer	Police
Pablo Holguin	Animal Keeper II	Zoo
Jeremy Moore	Lieutenant	Fire
Diana Sanford	Records Clerk	Police
David Smith, Sr.	Master Patrol Officer	Police
Cindy Dhooge	Records Clerk	Police

The term of FCEDC Board member Cathy McKinley is expiring. This position is one of two appointed by the City Commission. Per the bylaws of the FCEDC, their organization has solicited interest in the position. Interested persons will be interviewed by the City Commission during the scheduled pre-meeting workshop time on January 5, 2016. The City Commission may then choose their representative during the regular meeting that day.

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

Meetings of note:

- ✓ December 1, 2015 – Mayor’s Christmas dinner at Giardino Restaurant at 6:30 p.m.
- ✓ December 6, 2015 – Evening Christmas Parade at 6:00 p.m.
- ✓ December 7, 2015 – Annual Finney County Historical Society Commissioner Chili Luncheon, 12:00 p.m. at Finney County Historical Museum
- ✓ December 12, 2015 – Tuba Christmas Concert on Grant Avenue at 3:00 p.m.
- ✓ December 16, 2015 – Garden City Area Chamber of Commerce breakfast at The Golf Club at Southwind – 7:30 a.m.
- ✓ January 25, 2016 – Southwest Kansas Chambers of Commerce “SW Kansas Night Out in Topeka” at Capitol Plaza in Topeka, TBA
- ✓ February 11, 2016 – Garden City Area Chamber of Commerce Banquet, time and location TBA.

Appropriation Ordinance No. 2401-2015A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,027,761.65,” was read and considered section by section. Mayor Doll moved to approve and pass Appropriation Ordinance No. 2401-2015A. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered and approved the renewal of the RHID resolution that outlines the policy and use of RHID’s within the City of Garden City for 2016.

Resolution No. 2645-2015, “A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR A HOUSING INCENTIVE POLICY WITHIN THE CITY OF GARDEN CITY, KANSAS AND SETTING FORTH SUCH POLICY TO INCENTIVIZE HOUSING DEVELOPMENTS,” was read and considered section by section. Commissioner Cessna moved to approve Resolution No. 2645-2015. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body was asked to consider and approve an Ordinance authorizing the Central Fire Station Addition, acquisition of the JBS property, and a Resolution providing for temporary financing.

Ordinance No. 2715-2015, “AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, AUTHORIZING THE CITY TO MAKE PUBLIC BUILDING IMPROVEMENTS, ACQUIRE LAND FOR ECONOMIC DEVELOPMENT PURPOSES AND TO ACQUIRE WATER RIGHTS, AND FURTHER AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS IN AN APPROXIMATE PRINCIPAL AMOUNT OF \$4,650,000 TO PAY COSTS OF THE PROJECTS,” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2715-2015. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Resolution No. 2646-2015, “A RESOLUTION PROVIDING FOR THE ISSUANCE OF TAXABLE TEMPORARY NOTES OF THE CITY OF GARDEN CITY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$4,650,000 TO TEMPORARILY FINANCE THE COSTS OF CERTAIN IMPROVEMENTS IN THE CITY; AND PROVIDING THE TERMS, DETAILS, FORM AND CONDITIONS OF SUCH NOTES,” was read and considered section by section. Commissioner Law moved to approve Resolution No. 2646-2015. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve an agreement for Professional Services between the Southwest Kansas Coalition and Pinegar, Smith & Associates. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Governing Body considered and approved the distribution of the Downtown Development Fund for the applications that the City has received to date.

Mayor Doll moved to fund Elva Madrid (Hot Spot) at \$20,800 and Thayer (Brown's Shoe Fit) at \$35,200, fund Garnand Funeral Home at \$50,000 and Hutton Construction at \$50,000 and leave \$44,000 in the fund for building costs and \$50,000 for professional fees. 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	Abstained	Yea

Commissioner Cessna moved to approve bids received for 2016 Property and Liability insurance coverage. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve the Hay Group Pay Plan for the 2016 Budget year to begin January 1, 2016 with the first and second priority base salaries.

First Priority Base Salaries:

Enterprise/Utilities - \$82,189.40

General/Airport Fund - \$49,895.44

Second Priority Base Salaries:

Enterprise/Utilities - \$155,342.40

General/Airport Fund - \$128,156.46

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 reappoint Jette DeSalvo to serve on the Airport Advisory Board for a term of January 1, 2016 – December 31, 2018. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to reappoint Jared Hoffman, Dave Gilkison and Harvey Brungardt to serve two-year terms set to expire August 1, 2017 and Sam McMillian, Mel Travers and Matt Lee to serve three-terms set to expire August 1, 2018 on the Building Safety Board of Appeals. 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

Mayor Doll moved to appoint Kevin Campbell and Sean Collins to serve three-year terms set to expire December 31, 2018 on the Garden City Board of Zoning Appeals. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve and reappoint Brian Nelson and Valerie Hess and appoint Julie Christner to serve three-year terms set to expire December 31, 2018 on the Landmark Commission. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to reappoint Brian Schwindt to a three-year term set to expire December 31, 2015 on the Planning Commission. Commission Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Doll moved to approve the following:

1. Governing Body consideration and approval of the Lease Agreement between Regency Autogroup, Inc. (d/b/a Thrifty Car Rental) and the City of Garden City for lease of office/counter space located at Garden City Regional Airport.
2. Governing Body consideration and approval of the Lease Agreement between Klotz Aviation, LLC and the City of Garden City, Kansas for lease of real property located at Garden City Regional Airport.
3. Governing Body consideration and approval of bids received October 29, 2015 for the 20” watermain relocation project associated with the Central Fire Station addition.
4. Governing Body consideration and acceptance of an Indigent Defense Agreement authorizing the City of Garden City, Kansas to retain Stephen Cott, an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City.
5. Governing Body consideration and acceptance of the low bid received by B&H Paving, Inc. on November 24, 2015 for crack sealing.

6. Licenses:

(2015 New)

- a) Love’s Construction Class A General
- b) RF Construction, Inc. Class A General

(2016 Renewal)

- c) Circle K Stores #1601 Cereal Malt Beverage
- d) Circle K Stores #1604 Cereal Malt Beverage
- e) Circle K Stores #1620 Cereal Malt Beverage
- f) Pizza Hut #102 Cereal Malt Beverage
- g) Pizza Hut #125 Cereal Malt Beverage
- h) Food Mart #3 Cereal Malt Beverage
- i) Kwik Shop #701 Cereal Malt Beverage
- j) Continental Siding Supply Class B General
- k) Shambaugh & Son, LP Class B General
- l) Adeos Construction Class B General
- m) Bogner Oilfield Services, Inc. Class B General
- n) Brak-Hard Concrete Construction Co., LLC Class B General
- o) Brian Barlow Construction Class B General
- p) Builders Plus Construction, LLC Class B General
- q) Creative Interior Class B General
- r) D.V. Douglass Roofing, Inc. Class B General
- s) G&H Construction Class B General
- t) Hitz Builders Inc. Class B General
- u) J&R Construction LLC Class B General

- v) Mitch’s Trim & Cabinetry Class B General
- w) Nuzum Handyman Service Class B General
- x) Jon Ryman Construction Class B General
- y) Prairie Winds Construction, Inc. Class B General
- z) Quality Structures, Inc. Class B General
- aa) Rabb’s Construction, LLC Class B General
- bb) Smart Construction..... Class B General
- cc) The Southard Corporation Class B General
- dd) Whartons Inc. Class B General
- ee) Wildeman Construction Class B General
- ff) Robert Wirth..... Class B General
- gg) Faith Technologies Inc. Class D-E Electrical
- hh) Wheatland Electric Coop Inc..... Class D-E Electrical
- ii) Commercial Sign Company Class D-SI Sign
- jj) Bamford Fire Sprinkler Co., Inc..... Class E-BF Backflow
- kk) Dreiling Construction, LLC Class E-SOC Specialized Other
- ll) Dirks Earthmoving Company Class E-SOC Specialized Other
- mm) Joe Amos Construction, Inc. Class E-SOC Specialized Other
- nn) McGraw Fencing & Repair Class E-SOC Specialized Other
- oo) Solida Tree Services Inc. Class E-SOC Specialized Other

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Absent

Commissioner Cessna moved that the City Commission go into executive session pursuant to K.S.A. 75-4319(b)(1) for 60 minutes for the purpose of discussing matters of non-elected personnel and their contractual obligations because if this matter were discussed in open session it might invade the privacy of those discussed and that the City Commission reconvene into open session in the City Commission Chambers at 3:10 p.m. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

At the expiration of the designated time, and in open session, Mayor Doll stated no action was taken.

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

Mayor Doll thanked the City employees that received awards for their years of service. Mayor Doll stated she hopes that the employees realize how much this

Commission and the community appreciate the employees. Mayor Doll stated she heard numerous positive comments about the Christmas decorations on Main Street and in the Downtown area.

Commissioner Law congratulated and thanked the employees for their years of service and stated the Commission and the City are nothing without the employees. Commissioner Law mentioned the pay study and stated a lot of work went into it and that it's expensive to make changes like that, but necessary to be competitive and keep employees that will continue to earn service awards.

Commissioner Fankhauser thanked the employees that received service awards and stated it says something about the City when there are so many that receive these awards every year. Commissioner Fankhauser asked if recycling bins were out seven days a week. City Manager Allen stated he believed they were out seven days a week and would check into that situation. Commissioner Fankhauser stated he was looking forward to the Mayor's Christmas dinner.

Commissioner Cessna congratulated staff that received the years of service awards and encouraged them to keep up the good work. Commissioner Cessna commented that it is great to be able to approve the pay study to retain great employees. Commissioner Cessna stated the sales tax reports continue to look good.

Commissioner Dale thanked each and every one of the employees that received service awards. Commissioner Dale stated employees are the City's #1 asset and as the city grows we need great employees. Commissioner Dale thanked the Street Department for their work with the latest winter weather.

THE SPECIAL MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
December 9, 2015

The special meeting of the Board of Commissioners of the City of Garden City was held at 8:30 a.m. at the City Administrative Center on Wednesday, December 9, 2015 with all members present. Mayor Doll opened the meeting.

The Garden City Recreation Commission requested that the City of Garden City pay funds in the amount of \$216,299.05 for 2015 and in the amount of \$166,298.61 for 2016. The funds allow Garden City Recreation Commission to pay their payroll, payroll liabilities and accounts payable.

Dean Kleysteuber addressed the Governing Body with concerns about the Recreation Commission.

Commissioner Cessna moved to provide the funds to the Garden City Recreation Commission in two phases. Both amounts to be taken from the Community Trust Fund with a repayment plan. The City will pay for a Management Study of the Recreation Commission without repayment. The phases would be at the following times with amounts listed:

- a. Phase #1 – December 2015 - \$216,299.05
- b. Phase #2 – January 2016 - \$166,2098.61

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

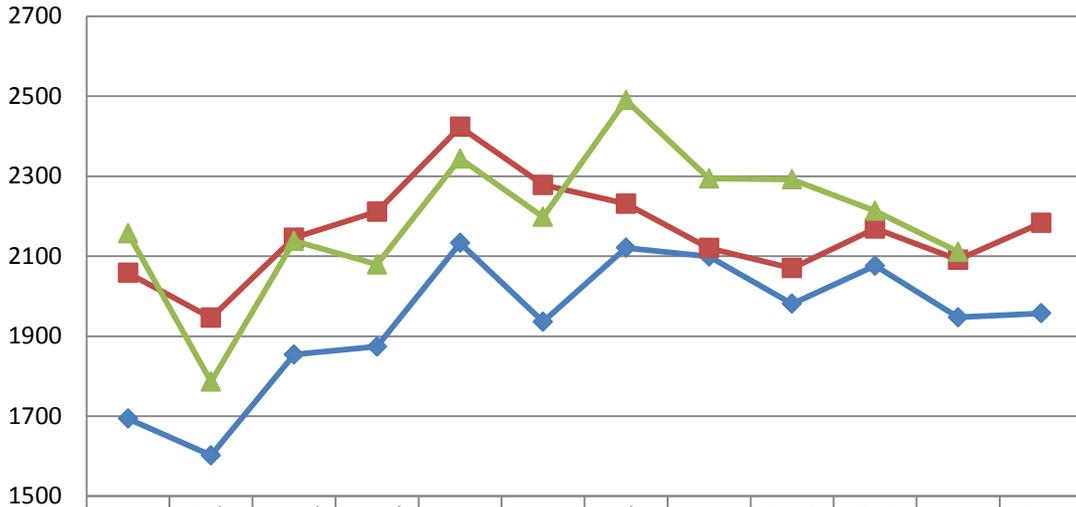
Petitions

Report of the City Manager

Staff Reports

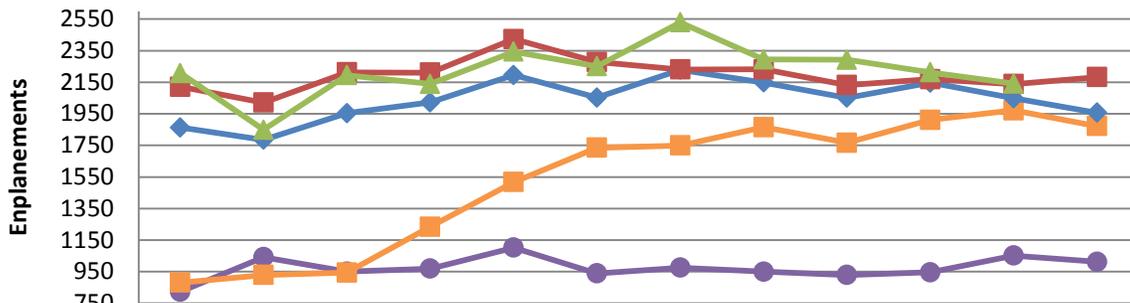
**GARDEN CITY REGIONAL AIRPORT
MONTHLY REPORTS**

Airline Enplanement Comparison



2013	1694	1602	1854	1874	2133	1936	2121	2099	1981	2076	1947	1957
2014	2058	1946	2146	2211	2423	2278	2231	2120	2070	2169	2091	2183
2015	2157	1786	2138	2079	2344	2198	2490	2294	2292	2213	2111	

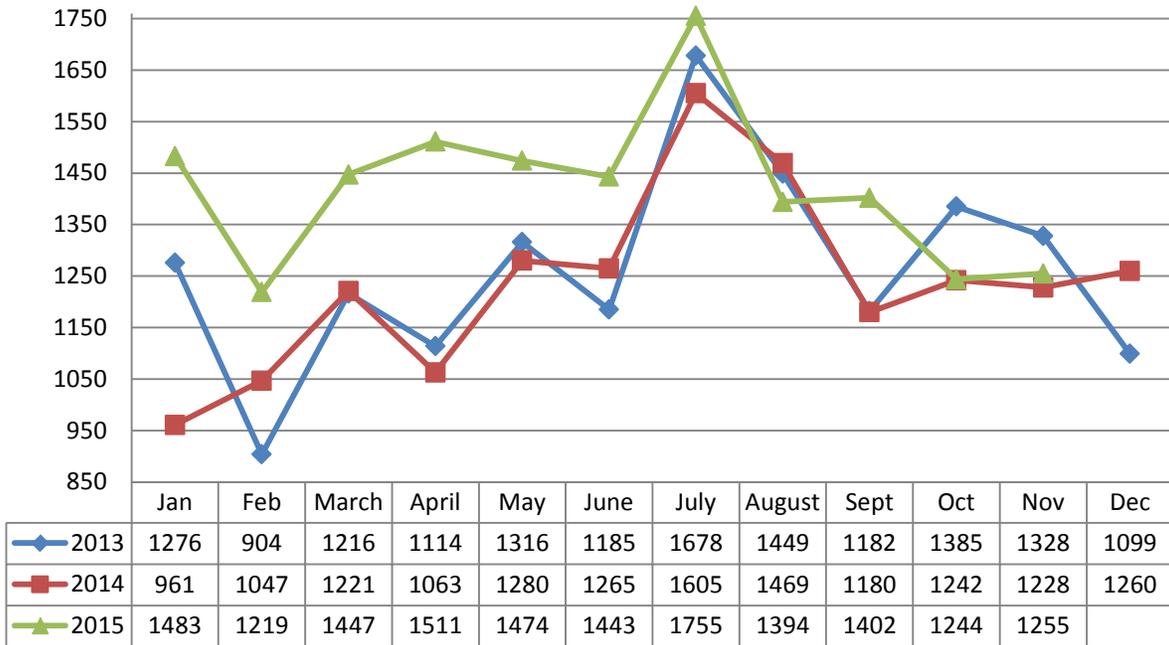
Airline and Charter Enplanement Data



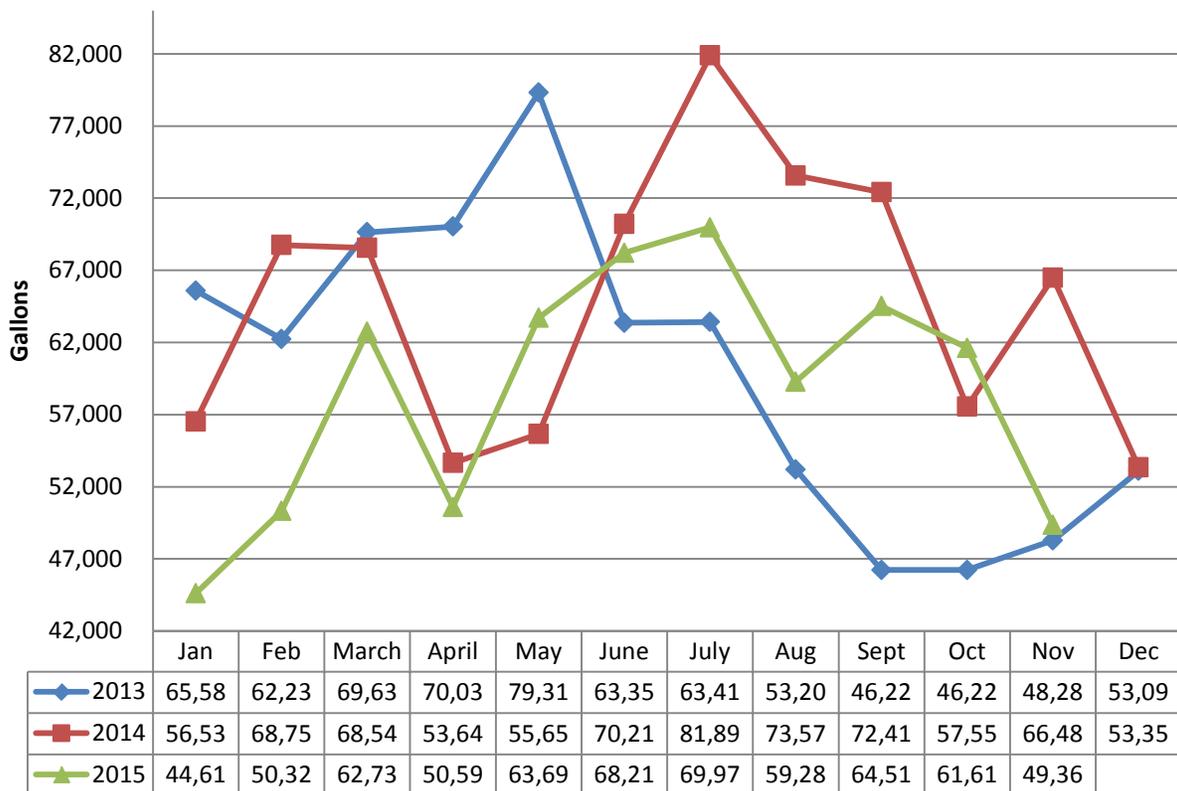
2011	823	1042	950	969	1102	939	975	950	929	946	1052	1013
2012	881	929	944	1234	1517	1735	1749	1865	1766	1911	1972	1872
2013	1863	1786	1954	2022	2196	2053	2229	2148	2052	2147	2049	1957
2014	2121	2021	2213	2211	2423	2278	2231	2232	2132	2169	2138	2183
2015	2208	1849	2195	2139	2344	2251	2529	2294	2292	2213	2141	

	2011	2012	2013	2014	2015
TOTAL	11,690	18,375	24,456	26,428	24,485

Monthly Operations Comparison

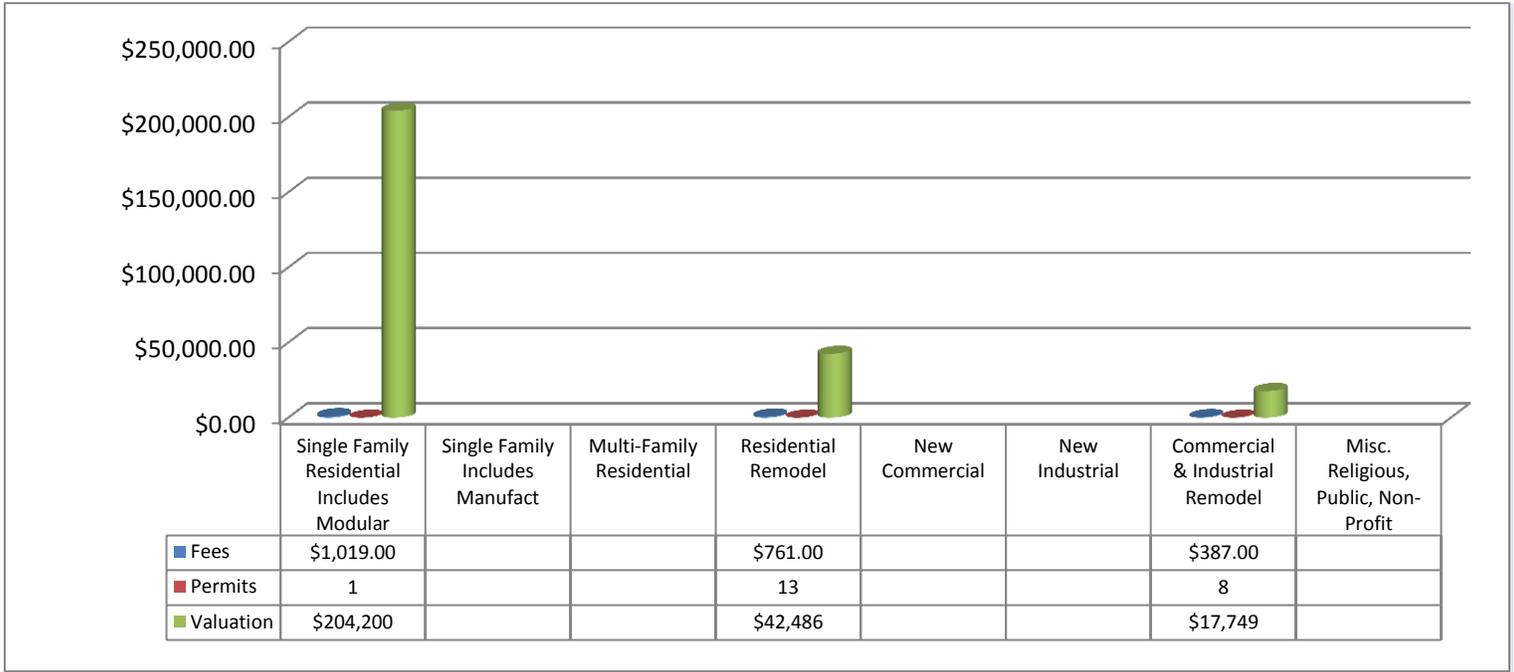


Fuel Sale Comparison



Planning & Community Development Building Report NOVEMBER 2015





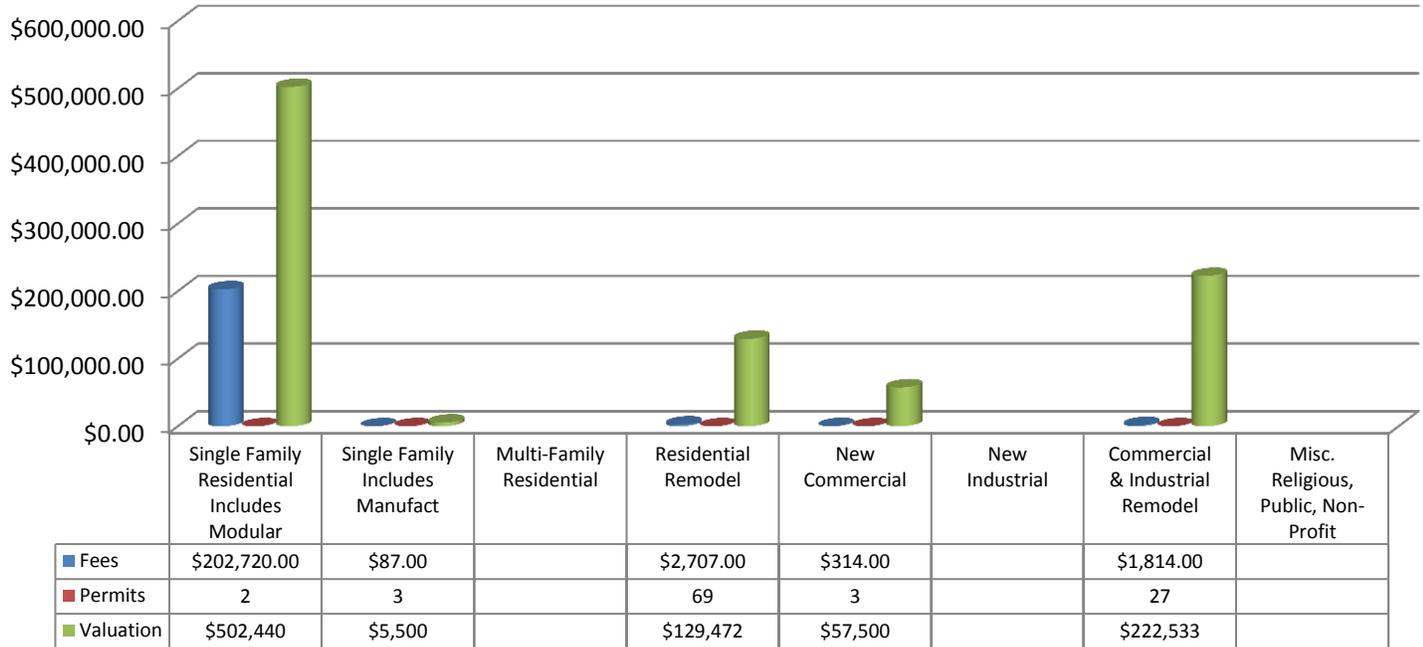
Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Finney County	BUILDING PERMIT	1911 West MAPLE	42	600	Building	Residential Remodel	ADDING CEMENT TO POURCH
Finney County	BUILDING PERMIT	107 HAMPTON	42	3000	Building	Residential Remodel	SIDE WALK
Finney County	BUILDING PERMIT	4080 LAMONTE	29	450	Building	Residential Remodel	CONCRETE
Finney County	BUILDING PERMIT	2250 North ANDERSON	45	800	Building	Commercial/Industrial Remodel	PIPE FENCE 3FT
Finney County	BUILDING PERMIT	1920 North Anderson Road	144	14000	Building	Residential Remodel	FINISH BASEMENT
Finney County	BUILDING PERMIT	3100 MASON COURT	1019	204200	Building	SF Residential Includes Modular	NEW HOME- UNFINISHED BASEMENT
Finney County	BUILDING PERMIT	2701 West MARY	29	1500	Building	Residential Remodel	REPLACE ROOF
Finney County	ELECTRICAL	0 West MARY	0	4000	Electrical	Commercial/Industrial Remodel	UPGRADE ELECTRICAL SERVICE AND INCREASE SIZE OF 2 MOTORS
Finney County	ELECTRICAL	1755 South AIR SERVICE	75	5000	Electrical	Commercial/Industrial Remodel	CHANGE OUT OLD FED PAC PANEL AND CHANGE OUT OLD SUB GROUND ROMEX METAL BOXES
Finney County	EXCAVATION	740 PARALLEL	30	0	Excavation	Commercial/Industrial Remodel	GROUND WORK
Finney County	GAS	1035 RIDGE	42	400	Gas Permit	Residential Remodel	REPLACE A 10FT GAS PIPE AND GAS PRESSURE TEST
Finney County	MECHANICAL	180 West ANNIE SCHEER	118	8616	Mechanical	Residential Remodel	CHANGE OUT FURANCE AND AIR CONDITION
Finney County	MECHANICAL	315 North FARMLAND	75	5549	Mechanical	Commercial/Industrial Remodel	INSTALL UNIT HEATER IN SHOP

Finney County	PLUMBING	605 West TAYLOR JONES	42	400	Plumbing	Commercial/Industrial Remodel	GAS PRESSURE TEST FOR SHOP BUILDING
Finney County	PLUMBING	2175 CC RIDER Road	118	9500	Plumbing	Residential Remodel	INSTALL 110000 BTU CONDINSING BOILER FOR FLOOR HEAT AND CONDENSATION DRAIN FOR BOILER AN DOUSIDE UNDERGROUND POLY GAS LINE FROM HOUSE TO SHOP
Finney County	PLUMBING	604 West MAPLE	29	350	Plumbing	Residential Remodel	REPLACE WATER LINE
Finney County	PLUMBING	2042 KENSINGTON	42	970	Plumbing	Residential Remodel	REMOVE 2 40 GALLON WATER HEATER AND INSTALLING 50 GALLON WATER HEATER
Finney County	PLUMBING	2814 West JONES	45	2000	Plumbing	Commercial/Industrial Remodel	PRESSURE TEST ONE OF THE BUILDINGS
Finney County	PLUMBING	2302 GRANDVIEW EAST	42	1850	Plumbing	Residential Remodel	RELACED WATER LINE FROM METER TO REDISENCE
Finney County	PLUMBING	109 WELLINGTON	42	850	Plumbing	Residential Remodel	INSTALL 50 GAL WATER HEATER
Finney County	SIGN PERMIT	1285 ACRAWAY	75	0	Ground Sign	Commercial/Industrial Remodel	SIGN - CUMMINS CENTERAL POWER



GARDEN CITY

— KANSAS —



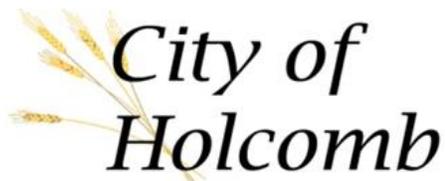
Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Garden City	BUILDING PERMIT	617 North TWELFTH	29	2500	Building	Residential Remodel	CARPORT
Garden City	BUILDING PERMIT	615 North EIGHTH	32	1000	Building	Commercial/Industrial Remodel	REPLACE 2 SECTION OF 10 x 16 - COMP
Garden City	BUILDING PERMIT	314 North MAIN	220	50000	Building	Commercial/Industrial Remodel	NEW GLASS HANDICAP UPGRADES NEW FRONT ENTRANCE
Garden City	BUILDING PERMIT	314 North MAIN	220	44000	Building	Commercial/Industrial Remodel	FACADE REPLACEMENT
Garden City	BUILDING PERMIT	1006 North TWELFTH	105	7500	Building	Residential Remodel	REMODELING
Garden City	BUILDING PERMIT	420 SUSAN	882.2	202440	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE- UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	2203 SIOUX	29	430	Building	Residential Remodel	EXTENTION ON DRIVEWAY
Garden City	BUILDING PERMIT	125 West PINE	32	700	Building	Commercial/Industrial Remodel	SHED 12 x 10
Garden City	BUILDING PERMIT	1660 LAREU-STE A Road	32	2500	Building	New Commercial	INTERIOR FINISH- CRICKET WIRELESS
Garden City	BUILDING PERMIT	105 West EMERSON	29	2500	Building	Residential Remodel	FENCING AND PORCH 6FT CEDAR
Garden City	BUILDING PERMIT	2102 TARA	29	2500	Building	Residential Remodel	6ft WOOD FENCE
Garden City	BUILDING PERMIT	2810 North TENTH Street	29	2500	Building	SF Manufactured (HUD Standards)	MOVING MOBILE HOME TRAILER - 1998 16x80
Garden City	BUILDING PERMIT	2404 North MAIN	29	400	Building	Residential Remodel	STORAGE SHED 14x14

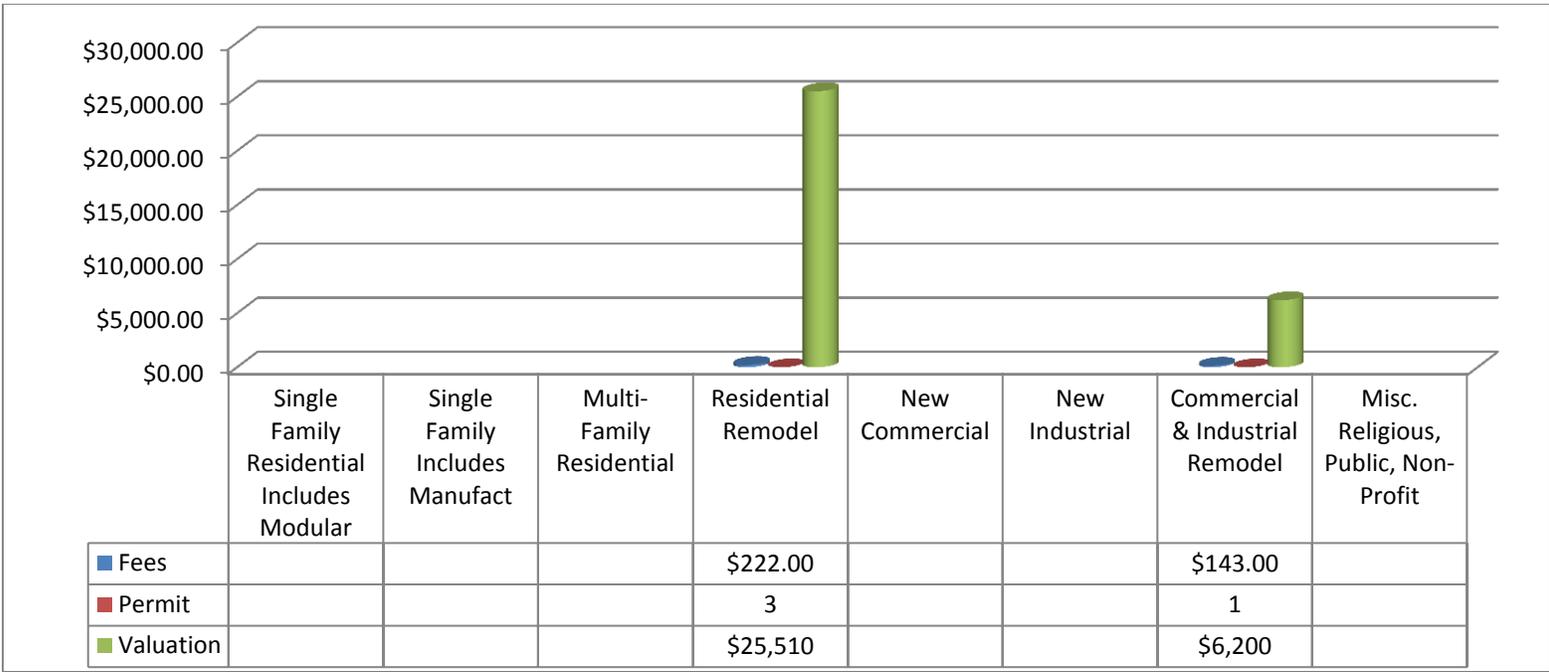
Garden City	BUILDING PERMIT	1660 LAREU Road 5,6,7	220	50000	Building	New Commercial	REMODLE HIBACHI & SUSHI RESTAURANT STE 5,6,7 (TENANT FINISHED)
Garden City	BUILDING PERMIT	503 East KANSAS	62	5000	Building	New Commercial	NEW CIGARETTE STORE
Garden City	BUILDING PERMIT	210 North SEVENTH	0	2000	Building	Commercial/Industrial Remodel	REMOVE OLD LIGHT POLE & REPLACE WITH NEW
Garden City	BUILDING PERMIT	2210 GLENWOOD Drive	1145	300000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME- UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	407 North EIGHTH	220	32000	Building	Commercial/Industrial Remodel	INSTALLATION OF FIRE SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	914 EVANS	56	5000	Building	Residential Remodel	WOOD FENCE 6FT
Garden City	BUILDING PERMIT	300 South MAIN	29	2500	Building	Residential Remodel	REPLACING DAMAGED SIDEWALK
Garden City	BUILDING PERMIT	809 North FIFTH	29	600	Building	Residential Remodel	WOOD FENCE 10 FT
Garden City	BUILDING PERMIT	913 North NINTH	29	2703	Building	Residential Remodel	SIDING DOOR
Garden City	BUILDING PERMIT	2518 North SEVENTH	29	1000	Building	Residential Remodel	WOOD FENCE 5 1/2 FT
Garden City	BUILDING PERMIT	3285 East HWY 50	130	7900	Building	Commercial/Industrial Remodel	NEW COMMERCIAL BUILDING & FUEL STATION
Garden City	BUILDING PERMIT	405 West THOMPSON	29	1600	Building	Residential Remodel	LANDSCAPING - CEMENT
Garden City	BUILDING PERMIT	609 CONKLING	29	2760	Building	Residential Remodel	RE-ROOFING - TOTAL TEAR OFF
Garden City	BUILDING PERMIT	517 North TENTH	56	3220	Building	Residential Remodel	RE-ROOFING - TOTAL TEAR OFF COMP
Garden City	BUILDING PERMIT	706 North SEVENTH	58	600	Building	Residential Remodel	CONCRETE DRIVEWAY
Garden City	BUILDING PERMIT	4101 East HWY 50 #11	29	1500	Building	SF Manufactured (HUD Standards)	SET MOBILE HOME ON LOT AND HOOK UP ALL UTILITES - is in proposed flood plain home must be elevated 1 foot above bas floor elevation (2817)
Garden City	BUILDING PERMIT	4101 East HWY 50 354	29	1500	Building	SF Manufactured (HUD Standards)	SET HOUSE ON LOT AND HOOK UP ALL UTILITES - is in proposed floodplain home must be elevated 1 food above base flood elevation (2817)
Garden City	BUILDING PERMIT	803 PARK	29	1500	Building	Residential Remodel	5FT CEADER FENCE
Garden City	BUILDING PERMIT	1111 North THIRD	29	2000	Building	Residential Remodel	RE-ROOF
Garden City	BUILDING PERMIT	610 East PRICE	56	5000	Building	Residential Remodel	SIDING - STUCCO
Garden City	BUILDING PERMIT	2007 West MARY	130	22500	Building	Commercial/Industrial Remodel	CONCRETE PAD AND STEEL ERECTION
Garden City	DEMO PERMIT	401 West KANSAS	30	0	Demo	Commercial/Industrial Remodel	DEMOLISH BUILDING AND TREES
Garden City	DEMO PERMIT	216 North MAIN	30	0	Demo	Commercial/Industrial Remodel	DEMO - LANDFILL AND SCRAP IRON
Garden City	ELECTRICAL	1610 CRESTWAY	29	300	Electrical	Residential Remodel	SUPPLY ELECTRIC TO STORAGE BUILDING
Garden City	ELECTRICAL	509 South MAIN	32	1500	Electrical	Commercial/Industrial Remodel	REPLACE ELECTRICAL SUBPANEL
Garden City	EXCAVATION	910 North THIRTEENTH	30	0	Excavation	Residential Remodel	TIE IN SERVICE SEWER LINE TO SEWER MAIN

Garden City	EXCAVATION	1701 East MARY Street	30	0	Excavation	Commercial/Industrial Remodel	SHALLOW EXCAVATION FOR PARKING LOT EXPANSION
Garden City	GAS	2619 C	29	600	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	910 North THIRTEENTH	29	1200	Gas Permit	Residential Remodel	INSTALL NEW GAS LINE FROM METER TO FURNACE AND STOVE
Garden City	GAS	120 East CHESTNUT	29	1000	Gas Permit	Commercial/Industrial Remodel	GAS TEST PRESSURE
Garden City	GAS	503 North THIRD	29	250	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	1210 East FULTON	32	300	Gas Permit	Commercial/Industrial Remodel	GAS PRESSURE TEST
Garden City	GAS	107 South THIRTEENTH	29	200	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	2970 North ANDERSON	29	200	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	603 FLEMING	29	750	Gas Permit	Residential Remodel	RE-PIPE GAS LINE AND TEST THE GAS PRESSURE
Garden City	GAS	1610 WALKER	29	500	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	2510 North EIGHTH	29	600	Gas Permit	Residential Remodel	GAS PRESSURE TEST- line leaking under ground
Garden City	GAS	2601 West MARY 318	29	250	Gas Permit	Commercial/Industrial Remodel	GAS TEST
Garden City	GAS	4101 East HWY 50 401	29	150	Gas Permit	Residential Remodel	GAS TEST PRESSURE
Garden City	MECHANICAL	2101 FLEMING	56	3984	Mechanical	Residential Remodel	INSTALL 2 GAS LOG SET
Garden City	MECHANICAL	1108 North ELEVENTH	56	5200	Mechanical	Residential Remodel	CHANGE OUT 50K 80% FURNACE AND 2 1/2 TON A/C
Garden City	MECHANICAL	710 PERSHING	29	2900	Mechanical	Residential Remodel	REPLACE FURNACE
Garden City	MECHANICAL	3306 North VFW	29	2200	Mechanical	Residential Remodel	CHANGE OUT 77K 80% FURNACE
Garden City	MECHANICAL	2608 SHAMUS	29	350	Mechanical	Residential Remodel	INSTALL CUSTOMER PROVIDED WATER HEATER
Garden City	MECHANICAL	606 North TWELFTH	29	1500	Mechanical	Residential Remodel	INSTALLING USED FURNACE FOR CUSTOMER
Garden City	MECHANICAL	616 North SECOND	56	6000	Mechanical	Residential Remodel	INSTALL NEW 75K 80% FURNACE
Garden City	MECHANICAL	202 South FIRST	56	4000	Mechanical	Residential Remodel	NEW SINGLE FAMILY HOUSE
Garden City	MECHANICAL	1410 B	29	2100	Mechanical	Residential Remodel	REPLACE A FURNACE INSTALL 70000 BTUS 80% DOWN FLOW
Garden City	MECHANICAL	1320 BANCROFT	29	310	Mechanical	Residential Remodel	REPLACE A FURNACE AND AC UNIT INSTALL NEW 1 1/2 TON A/C AND 5000 BTU 80%
Garden City	MECHANICAL	1714 OLD MANOR	56	3685	Mechanical	Residential Remodel	REPLACE FURNACE
Garden City	PLUMBING	607 North EIGHTH	130	7083	Plumbing	Commercial/Industrial Remodel	INSTALL 3 TON ROOFTOP UNIT
Garden City	PLUMBING	2115 MOHAWK	29	800	Plumbing	Residential Remodel	REMOVE AND REPLACE WATER HEATER - WILL HAVE TO CUT OUT WALL TO GET OUT THEN COVER WALL BACK UP
Garden City	PLUMBING	2908 CASTLEWOOD	29	800	Plumbing	Residential Remodel	INSTALL 50 GALLON WATER HEATER
Garden City	PLUMBING	911 North THIRD	29	800	Plumbing	Residential Remodel	INSTALL NEW 50 GALLON WATER HEATER
Garden City	PLUMBING	910 North THIRTEENTH	29	2500	Plumbing	Residential Remodel	INSTALL NEW SEWER LINE FROM HOUSE TO CITY MAIN
Garden City	PLUMBING	2009 East SPRUCE	32	450	Plumbing	Commercial/Industrial Remodel	REPLACE A 6 GALLON ELECTRIC WATER HEATER

Garden City	PLUMBING	101 West CAMPBELL	29	1500	Plumbing	Residential Remodel	INSTALL A TANKLESS WATER HEATER
Garden City	PLUMBING	1606 GRANDVIEW EAST	42	830	Plumbing	Residential Remodel	REPLACED 50 GALLON WATER HEATER
Garden City	PLUMBING	1104 BANCROFT	105	8000	Plumbing	Residential Remodel	RUN NEW SEWER LINE TO STREET
Garden City	PLUMBING	502 North THIRTEENTH	29	600	Plumbing	Residential Remodel	REPLACE 3' PUC 10FT FOR TOILET UPSTAIRS REPLACE 2' PUC 10 FT FOR TUB
Garden City	PLUMBING	616 North NINTH	29	300	Plumbing	Residential Remodel	REPAIR WATER INE FROM WATER METER TO HOUSE
Garden City	PLUMBING	531 SUSAN	56	4000	Plumbing	Residential Remodel	INSTALL A SPRINKLER SYSTEM
Garden City	PLUMBING	807 PATS	29	800	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	705 SUMMIT	29	500	Plumbing	Residential Remodel	REPLACE WATER LINE FROM CURB TO HOUSE
Garden City	PLUMBING	618 FLEMING	29	800	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	1608 PIONEER	56	4150	Plumbing	Residential Remodel	REPLACE FURNACE
Garden City	PLUMBING	805 SUMMIT	29	750	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	1405 PATS	29	800	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON NG WATER HEATER
Garden City	PLUMBING	702 PATS	29	1500	Plumbing	Residential Remodel	REPLACING EXISTING SEWER LINE
Garden City	PLUMBING	1117 FLEMING	32	850	Plumbing	Commercial/Industrial Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	3095 MASON COURT	29	850	Plumbing	Residential Remodel	INSALL 50 GALLON ELECTIC WATER HEATER
Garden City	PLUMBING	1617 East LAUREL	29	800	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	101 South SECOND	56	3800	Plumbing	Residential Remodel	REPLACE WATER LINE
Garden City	PLUMBING	1710 CRESTWAY	105	7000	Plumbing	Residential Remodel	INSTALL ONE - 100,000 BTU BOILER FOR RADIANT HEAT IN CONCRETE SLAB, INCLUDING DRAIN, WATER AND GAS TO BOILER.
Garden City	PLUMBING	1113 GILLESPIE	29	2500	Plumbing	Residential Remodel	REPLACE WATER SERVICE
Garden City	SIGN PERMIT	503-507 East KANSAS	75	0	Pole Sign	Commercial/Industrial Remodel	WINDOMAR LLC- PERMANENT
Garden City	SIGN PERMIT	1506 North TAYLOR	75	0	Wall Sign	Commercial/Industrial Remodel	SLEEP RESOLUTIONS - PERMANENT SIGN
Garden City	SIGN PERMIT	1660 LAREU-STE A Road	75	0	Wall Sign	Residential Remodel	BRIDAL-N-MORE PERMANT SIGN - CHANNEL LETTERS
Garden City	SIGN PERMIT	JENNIE BARKER & AMY ST	75	0	Ground Sign	Residential Remodel	CLARION PARK ESTATES
Garden City	SIGN PERMIT	519 West MARY	75	0	Pole Sign	Commercial/Industrial Remodel	PETER IMPORT 2 SIGNS REFACE AND LIGHTED SIGN
Garden City	SIGN PERMIT	102 North ELEVENTH	35	0	Temporary Sign	Commercial/Industrial Remodel	ROBINSON FURNITURE - STORE CLOSING
Garden City	SIGN PERMIT	1660 LAREU STE F	75	0	Wall Sign	Commercial/Industrial Remodel	OSAKA STAKE AND SUSHI
Garden City	SIGN PERMIT	1305 East KANSAS	75	50000	Monument Sign	Commercial/Industrial Remodel	SIGN - DILLONS
Garden City	SIGN PERMIT	1404 West THOMPSON Street	75	500	Wall Sign	Residential Remodel	WALL SIGN - IPEX
Garden City	SIGN PERMIT	601 West KANSAS	0	0	Pole Sign	Commercial/Industrial Remodel	BURTIS MOTER - FLEX FACE

Garden City	SIGN PERMIT	139 CLOVERLEAF	35	0	Temporary Sign	Commercial/Industrial Remodel	FACE SIGN
Garden City	SIGN PERMIT	1530 LAREU-STE A Road	25	0	Temporary Sign	Commercial/Industrial Remodel	GRAND OPENING TEMPORARY SIGN - as long as it is not in right of way and doesn't impeded traffic





Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Garden City	BUILDING PERMIT	617 North TWELFTH	29	2500	Building	Residential Remodel	CARPORT
Holcomb	BUILDING PERMIT	403 SANTA FE	42	1800	Building	Residential Remodel	CEADER WOOD FENCE - 6FT
Holcomb	BUILDING PERMIT	103 PRAIRIE	111	20000	Building	Residential Remodel	SIDING INSTALLATION
Holcomb	MECHANICAL	7225 TURNER	143	6200	Mechanical	Commercial/Industrial Remodel	CHANGE OUT 1/2 TON A/C AND 50K 80% FURNACE
Holcomb	MECHANICAL	102 VERNA	69	3710	Mechanical	Residential Remodel	REPLACE FURNACE

City Manager / Cemetery Report NOVEMBER 2015

Cemetery	# of Burials	# of Spaces Sold	# of Spaces Reserved	Revenue Generated			
				Spaces Sold	Spaces Resvd	Opening/Closing of Graves	Other Fees VVC/SMG
VVC	15	3	1	\$ 1,350.00	\$ 75.00	\$ 6,200.00	
SMG	0	0	0	\$ -	\$ -	\$ -	\$ 710.00

Total Revenue	\$ 8,335.00
----------------------	--------------------

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

Spaces Reserved: Payments collected from reserved spaces

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

2008 - 2015 Revenue Generated

Cemetery

	2008	2009	2010	2011	2012	2013	2014	2015
January	\$ 9,140.00	\$ 9,365.00	\$ 5,750.00	\$ 8,845.00	\$ 10,590.00	\$ 16,900.00	\$ 11,655.00	\$ 11,535.00
February	\$ 7,575.00	\$ 7,025.00	\$ 9,850.00	\$ 10,375.00	\$ 10,825.00	\$ 5,675.00	\$ 4,790.00	\$ 10,025.00
March	\$ 8,000.00	\$ 6,405.00	\$ 13,810.00	\$ 5,447.00	\$ 7,180.00	\$ 6,335.00	\$ 6,975.00	\$ 5,560.00
April	\$ 5,665.00	\$ 5,145.00	\$ 8,110.00	\$ 7,132.00	\$ 16,800.00	\$ 10,300.00	\$ 10,820.00	\$ 8,325.00
May	\$ 7,265.00	\$ 13,665.00	\$ 9,360.00	\$ 7,500.00	\$ 12,190.00	\$ 16,195.00	\$ 17,330.00	\$ 15,785.00
June	\$ 11,515.00	\$ 6,550.00	\$ 5,575.00	\$ 13,850.00	\$ 7,275.00	\$ 8,000.00	\$ 12,130.00	\$ 12,775.00
July	\$ 8,479.00	\$ 9,570.00	\$ 7,425.00	\$ 13,850.00	\$ 8,895.00	\$ 18,070.00	\$ 10,500.00	\$ 6,200.00
August	\$ 7,530.00	\$ 11,750.00	\$ 12,865.00	\$ 8,500.00	\$ 9,935.00	\$ 7,600.00	\$ 6,375.00	\$ 10,375.00
September	\$ 9,670.00	\$ 9,775.00	\$ 9,575.00	\$ 12,450.00	\$ 13,075.00	\$ 7,170.00	\$ 16,285.00	\$ 10,125.00
October	\$ 7,585.00	\$ 9,575.00	\$ 12,675.00	\$ 7,050.00	\$ 8,575.00	\$ 10,685.00	\$ 8,460.00	\$ 5,600.00
November	\$ 9,575.00	\$ 5,970.00	\$ 12,175.00	\$ 10,275.00	\$ 11,005.00	\$ 8,290.00	\$ 10,125.00	\$ 8,335.00
December	\$ 7,035.00	\$ 7,615.00	\$ 8,175.00	\$ 6,225.00	\$ 10,100.00	\$ 4,375.00	\$ 5,925.00	
TOTAL	\$ 99,034.00	\$ 102,410.00	\$ 115,345.00	\$ 111,499.00	\$ 126,445.00	\$ 119,595.00	\$ 121,370.00	\$ 104,640.00

**CITY PROJECT UPDATES
2015**

Revision No.11 - Date: December 7, 2015

Completed Projects

Carry Over Projects From 2014

Proposed Project Pending

Description	Current Status												Completion Status			Comments		
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.			
ENGINEERING - ADMINISTRATIVE																		
Capital Improvements Bond Issue			Decide Projects?						Ord	Sale	FINAL			100%	9/1/15	100%	FY 14-15-16 KLINK, Phase 2 Schulman Crossing TIF	
Petitions for New Developments													0%		0%	Bellevue Avenue - meeting with property owners 7/23		
ENGINEERING - HIGHWAYS & MAJOR STREETS																		
A. STATE/FEDERAL AID																		
KLINK Fulton St. to Kansas					Const?	Const?	Const			FINAL			100%	8/29/13	100%	\$587,081 City share \$387,081		
East Kansas Ped/Bike Facility	Easements							KDOT		BID			100%	10/1/15	0%	\$749,442 2016 construction City share \$166,200		
GI - Kansas Avenue Widening	Design		KDOT			Right-of-way						100%	1/16	0%	\$1,743,800 2016 work City share \$893,800			
KLINK - FY2014, 15 & 16										Survey	Survey	Design	15%		0%	\$800,000 2016 work City share \$400,000		
B. TE PROJECTS																		
Windsor Hotel stabilization	Const	Const	Const	Const	Const	Const	Const	Const	Const	Const	Const	Const?	100%	3/13/14	70%	\$924,423 Preservation Alliance share \$313,063		
ENGINEERING - LOCAL STREETS																		
A. CITY RECONSTRUCTION/CONSTRUCTION																		
KDOT Fund Exchange projects				BID			Const	FINAL					100%	4/1/15	100%	\$261,680 FY 2014 - postponed to 2015, Arterial & Collector Modified Sealing		
KDOT Fund Exchange projects		Decide	Apply	KDOT		Design	BID		Const	FINAL			100%	7/14/15	100%	\$194,370 FY 2015 - Emerson St & segments of John St		
Harvest Street Construction	Design	Design	Design	Design	Design			BID		Const	Const	Const	100%	8/12/15	25%	\$150,000 Working with developer.		
New Community Sidewalks		Const?	Const	Const	Const?	Const?	Const?	Const	Const	FINAL	Const?	Const?	0%		100%	\$30,000 \$13,076.50 - New Sidewalks throughout the Community, Filling Gaps		
B. DRAINAGE PROJECTS																		
FEMA Floodplain related projects													0%	On-hold	0%	Waiting on FEMA's letter.		
C. TRAFFIC SIGNAL PROJECTS																		
Pedestrian Activated Warning Sign										Order	Install?	Install?	Install?	0%	In-house	0%	\$ 15,000 Temporarily used at the construction crossing for Commerce Bank.	
Vehicle Detection Upgrades										Order	FINAL	Install?	Install?	0%	In-house	100%	\$ 35,000	
D. SUBDIVISION CONSTRUCTION & SPECIAL ASSESSMENT PROJECTS																		
Samy Addition	Const	Const	Const	Const	Const	Const	FINAL						100%	7/29/14	100%	\$1,575,000 Infrastructure for the Old Chicago, hotel & waterpark project		
Clarion Park Estates	Const	Const	Const	Const	Const	Const	Const	Const	Const	Const	Const	Const	100%		90%	\$1,153,000 drainage retention pond remains to be completed		
Prairie View Acres	Const	Const	Const	Const	Const	Const	Const	Const	Const	Const?	Const?	Const?	100%		25%	\$600,000 subdivision improvements		
PUBLIC WORKS - STREET MAINTENANCE PROJECTS																		
Street Sealing Program				BID		Const							100%	4/1/15	0%	\$414,554 Cycle Two		
Crack Sealing Program	FINAL									BID	Const?	Const?	100%	2/7/2015	0%	\$143,424 2015 Cycle 2(172,000 lbs. \$191,150) - 2016 Cycle 3(186,000 lbs. \$212,900)		
Community Sidewalk/Driveway	Const?	Const?	Const	Const	Const?	Const	Const	Const	Const	Const	Const?	Const?	0%		99%	\$20,000 (Res. 16-\$14,009.28 & Com. 4-\$3,374, Obligated \$0, Available Funds \$2,616.72)		
FIRE																		
Design Central Station Remodel				Select	Design	Design	Design	Design	Design	Design	Design	Design	advertise	100%	1/12/16	0%	\$85,000 Remodel the Central Fire Station	
POLICE																		
Design Indoor Shooting Range			Select	Design	Design	Design	Design	Review	Design	Design?	Design?	Design?	99%		0%	\$50,000 Conduct a study and 30% preliminary plans, developing plan view for college.		

CITY PROJECT UPDATES 2015

Revision No.11 - Date: December 7, 2015

Completed Projects

Carry Over Projects From 2014

Proposed Project Pending

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
PUBLIC WORKS - PARKS & GROUNDS																	
2014 Street Tree Pruning Prog.								Mark	BID	Const?	Const?	Const?	0%	9/29/15	0%	\$20,000	Carry over project for 2015, waiting on tree damage after the winter.
Maintenance Sealing Program						Const?	Const?	Const	Const				100%		100%	\$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.
Tree Removal Project						Mark	Mark		BID		Const?	Const	100%	9/29/15	60%	\$16,998	Removal of 50 trees.
Sports Complex/Building Improve.				Const?	Const?	Const	Const	Const	Const	Const	Const	Const	0%	1/??/2015	88%	\$70,000	\$19,197 Air - Working on Clint Lightner Improvements and public buildings.
Santa Fe Park Project	Design	BID	Const	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	Const	100%	5/6/15	95%	\$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
Swimming Pool Rehabilitation								Design	Order	Design	Const	Const?	35%		0%	\$150,000	float valves, recirculation upgrades, waiting on PEC recommendations.
ZOO																	
Elephant Yard Expansion													0%		0%	\$423,000	Under Review
Construct Picnic Shelter								Design	BID	Revise			100%	10/27/15	0%	\$36,000	Finnup Foundation \$15,000, City \$21,000
Maintenance Sealing Program								FINAL					100%		100%	\$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%		25%	\$31,586	Kansas Ave (7th to 3rd)
Upgrade Street Lighting	Design	Bid?	Contract?			Const									0%	\$18,501	Palace Drive
Substation #6 Transformer Repair	Bid	Contract	Const												0%	\$35,000	De-gas both power transformers
Various Substations	Plan	Plan	Install	Install						Install	Install	Install			50%	\$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%	12/30/14	90%	\$1,201,800	New Water Service Building at Electric Service Facility
Main Replacement - Lyle Avenue	Design	Design	Design	Design	Design	Design	Design	BID					100%	9/8/15	10%	\$228,350	Lyle Avenue - recommended from 2014
Master Control Valve	Design	Design	Design	Design	Design	Design	Design	BID			Const?		100%	9/8/15	10%	\$130,373	Fulton east of the US83/US 50 interchange. Highly recommended in 2014 Master Plan
Main Replacement - 7th Street						Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?			0%	\$36,000	Seventh Street (Laurel to Holmes) 3000' (2016 project)

**CITY PROJECT UPDATES
2015**

Revision No.11 - Date: December 7, 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															0%	\$140,000	Clean and paint water tower
Water Main Cleaning Rehabilitation															100%	\$21,000	Fifth Street (Fulton to Spruce)
Water Main Cleaning Rehabilitation																\$9,000	Conkling Avenue (Wallace to W Gibson)
Water Main Cleaning Rehabilitation																\$13,950	Summit Street (W Kansas to Wallace)
Water Main Cleaning Rehabilitation																\$7,830	Wallace Street (Summit to Bancroft)
Water Main Cleaning Rehabilitation																\$17,070	Chesterfield Street (Chesterfield - L Shaped Street)
Water Main Cleaning Rehabilitation																\$8,655	N Stoeckly Place (St John to Chesterfield)
Water Main Cleaning Rehabilitation																\$8,655	N Eugene Place (St John to Chesterfield)
Water Main Cleaning Rehabilitation																\$14,370	St John (Inge to Chesterfield)
WASTEWATER																	
SCADA Development		Design?	Const?	Const?	75%			\$125,000	WWTP Operation and Security								
Airport Lagoon							BID			Const	Const	Const?	100%	7/28/15	60%	\$77,200	Rip-rap banks per KDHE
Campus & Harding Lift Station	BID						Const	FINAL					100%	1/27/15	100%	\$119,800	Rehab Lift station from wet/drywell to wetwell/submersible pumps
Manhole Rehabilitation			BID					Const							100%	\$45,000	Various
Rehabilitation of Lift Station					Design	Design	BID	Order		Const	FINAL		100%	7/28/15	100%	\$97,524	W. Mary Street & Boots Road
Design of Major Electrical Repairs							Design?								0%	\$85,000	Oxidation Ditch



City of Garden City
Monthly Financial Report FY 2015
For the Eleven Months Ended November 30, 2015
 Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended November 30, 2015.

GENERAL FUND AT A GLANCE

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Revenues	21,550,239	20,366,271	17,297,422
Expenditures	22,629,750	19,468,906	18,152,893
Revenues Over(Under)	(1,079,511)	897,365	(855,471)

UTILITY FUND REVENUES AT A GLANCE

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Electric	32,395,213	28,730,836	28,855,892
Solid Waste	3,431,330	3,238,809	2,751,096
Drainage Utility	207,766	188,727	189,143
Water and Sewage	8,219,797	7,155,363	6,868,123
TOTAL	44,254,106	39,313,734	38,664,254

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
City Sales Tax	6,200,000	5,886,623	5,639,424
County Sales Tax	3,654,000	3,457,839	3,355,054
Franchise Tax			
Gas Utility	460,000	459,601	478,663
Telephone	60,000	56,247	59,166
CATV	232,000	234,983	233,715
Building Permits	251,663	391,363	234,496
Municipal Court Fines	900,000	750,022	848,252



**City of Garden City
 Monthly Financial Report FY 2015
 For the Eleven Months Ended
 November 30, 2015**

General Fund

General Fund Revenues collected through November were \$20,366,271. The November revenues represent 94.51% of the total revenues expected in the General Fund. Property tax distribution was 97.45% for the fifth of five payments in 2015.

General Fund Expenses are at 86.03% of the total expenditures expected in the General Fund.

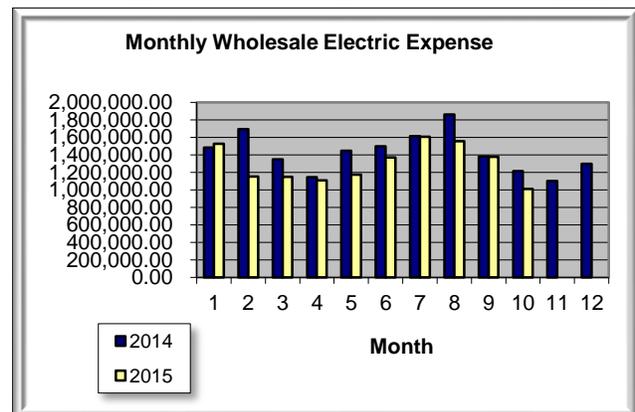
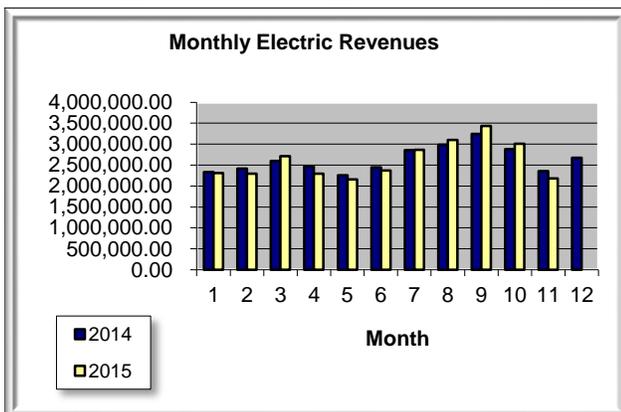
Selected Revenues

- City Sales Tax—Ahead by \$247,199 compared to November 2014 year to date collections, 4.38% ahead of 2014 for the eleven months ended.
- County Sales Tax— Collections for the eleven months ended are ahead of 2014 by \$102,785 or 3.06%.
- 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 November 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 \$28,730,836 through eleven months or 88.69% of budget.

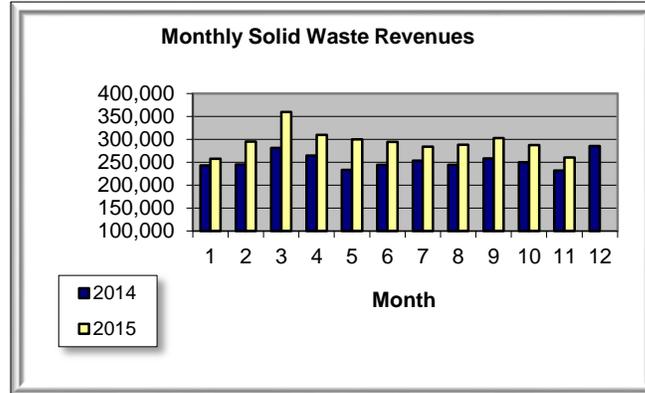


A main expense is Wholesale Electric in the Utility Fund. The 2015 revised budget for wholesale electric is \$17,350,000. The wholesale electric expense for November was not available at this printing.

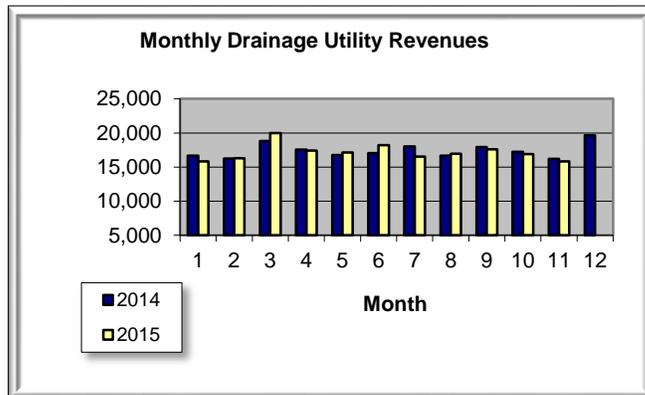


**City of Garden City
 Monthly Financial Report FY 2015
 For the Eleven Months Ended
 November 30, 2015**

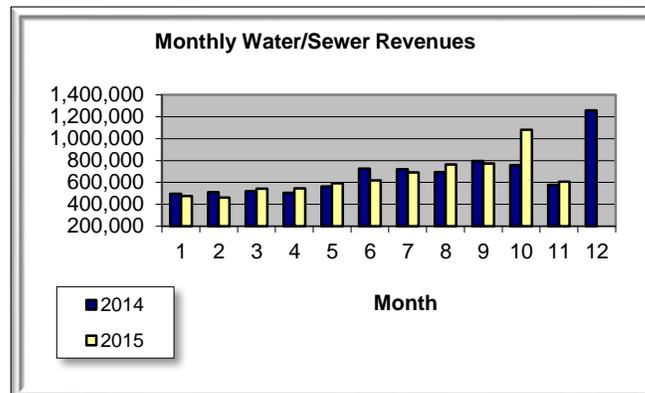
■ Solid Waste revenues – revised budget at \$3,431,330 for 2015 were \$3,238,809 through eleven months or 94.39% of budget.



■ Drainage Utility revenues – revised budget at \$207,766 for 2015 were \$188,727 through eleven months or 90.84%.



■ Water and Sewage revenues - revised budget at \$8,219,797 for 2015 were \$7,155,363 through eleven months or 87.05% of budget.





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

Fund	Unencumbered Cash Balance 1/1/2015	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 11/30/2015	Add Payables and Encumbrances	Treasurer's Cash 11/30/2015
<u>Operating</u>						
1 General	5,499,874.19	20,366,271.08	19,468,905.96	6,397,239.31	0.00	6,397,239.31
<u>Debt Service Fund</u>						
40 Bond and Interest	521,036.83	2,420,821.35	2,282,705.87	659,152.31	0.00	659,152.31
<u>Special Revenue Funds</u>						
4 TIF	566,068.41	777,097.77	638,811.26	704,354.92	0.00	704,354.92
5 Capital Improvement	940,431.34	11,749.73	111,176.07	841,005.00	0.00	841,005.00
6 Community Development Loan	15,251.69	4,604.22	3,255.30	16,600.61	0.00	16,600.61
7 Cemetery Endowment	30,369.43	5,061.45	1,098.87	34,332.01	0.00	34,332.01
8 Community Trust	1,650,502.33	422,925.81	553,772.59	1,519,655.55	0.00	1,519,655.55
10 DEA Forfeiture	18,078.62	11,340.14	-7,027.36	36,446.12	0.00	36,446.12
11 Drug Enforcement	70,498.18	26,604.79	1,300.00	95,802.97	0.00	95,802.97
15 Enhanced Wireless 911	359,727.98	161,634.51	122,043.96	399,318.53	0.00	399,318.53
18 Finnup Trust	89,955.66	104,000.00	58,615.51	135,340.15	0.00	135,340.15
19 JAG Grant	0.00	11,942.00	0.00	11,942.00	0.00	11,942.00
25 Recreation	0.00	978,467.36	978,467.36	0.00	0.00	0.00
26 Special Improvements	-16,899.02	93,434.59	63,881.89	12,653.68	0.00	12,653.68
27 Special Liability	161,338.38	0.00	98,115.82	63,222.56	0.00	63,222.56
29 Special Alcohol Programs	55,144.05	82,575.63	63,750.00	73,969.68	0.00	73,969.68
30 Special Recreation and Parks	113,692.92	95,208.70	139,639.52	69,262.10	16,998.00	86,260.10
32 Special Trafficway	975,114.66	726,813.99	611,849.00	1,090,079.65	0.00	1,090,079.65
50 Community Development Grant	0.00	0.00	0.00	0.00	0.00	0.00
52 Economic Development	386,767.58	24,993.17	4,417.47	407,343.28	0.00	407,343.28
53 Project Development	250,000.00	527,343.73	138,083.05	639,260.68	0.00	639,260.68
Total Special Revenue	5,666,042.21	4,065,797.59	3,581,250.31	6,150,589.49	16,998.00	6,167,587.49
<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
42 2014-GO Bond Projects	2,407,443.25	0.00	1,777,931.94	629,511.31	0.00	629,511.31
43 2015-GO Bond Projects	0.00	494,734.00	0.00	494,734.00	0.00	494,734.00
48 Tiger Grant	0.00	3,300,000.00	0.00	3,300,000.00	0.00	3,300,000.00
49 2013-Temp Notes Schulman Cross	1,295,415.45	9,478,040.60	10,337,182.70	436,273.35	0.00	436,273.35
Total Capital Projects	3,881,978.18	13,272,774.60	12,115,114.64	5,039,638.14	0.00	5,039,638.14
<u>Enterprise Funds</u>						
Electric Utility:						
67 Capital Reserve	750,000.00	687,500.00	0.00	1,437,500.00	0.00	1,437,500.00
68 General	4,780,787.17	28,730,835.80	25,203,795.44	8,307,827.53	194,002.61	8,501,830.14
69 Security Deposits	467,473.29	304,255.00	269,983.51	501,744.78	0.00	501,744.78
Total Electric Utility	5,998,260.46	29,722,590.80	25,473,778.95	10,247,072.31	194,002.61	10,441,074.92
Water and Sewer Utility:						
80 General	2,947,952.73	7,155,362.75	6,990,454.52	3,112,860.96	0.00	3,112,860.96
81 Wastewater Repair and Replacem	317,765.83	119,216.75	0.00	436,982.58	0.00	436,982.58
82 Water and Sewage Maintenance F	372,046.29	208,432.84	0.00	580,479.13	0.00	580,479.13
Total Water and Sewer Utility	3,637,764.85	7,483,012.34	6,990,454.52	4,130,322.67	0.00	4,130,322.67
Airport:						
60 General	521,676.76	1,434,756.08	718,849.04	1,237,583.80	24,631.00	1,262,214.80
61 Airport Improvement	98,758.68	998,543.92	1,048,259.82	49,042.78	0.00	49,042.78
Total Airport	620,435.44	2,433,300.00	1,767,108.86	1,286,626.58	24,631.00	1,311,257.58
Solid Waste Utility:						
75 General	1,395,919.80	3,238,808.88	2,786,536.61	1,848,192.07	140,097.00	1,988,289.07
Recreation Area:						
70 General Golf Course	50,162.64	900,183.12	894,544.50	55,801.26	0.00	55,801.26
71 Golf Course Building	6,957.48	3,195.50	0.00	10,152.98	0.00	10,152.98
Total Recreation Area	57,120.12	903,378.62	894,544.50	65,954.24	0.00	65,954.24
Drainage Utility:						
79 General	399,384.41	188,726.66	155,869.40	432,241.67	0.00	432,241.67
<u>Internal Service Funds</u>						
55 Health Insurance	324,738.40	3,079,019.96	3,218,607.02	185,151.34	0.00	185,151.34
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	203,562.19	432,878.24	0.00	432,878.24
36 Workers Compensation Reserve	480,585.22	90.14	22,426.29	458,249.07	0.00	458,249.07
Total Internal Service	1,882,002.96	3,519,360.10	3,444,595.50	1,956,767.56	0.00	1,956,767.56
Total All Funds	29,559,819.45	87,614,842.02	78,960,865.12	38,213,796.35	375,728.61	38,589,524.96



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 11/1/2015 Through 11/30/2015

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
3022	CONNECTING LINKS	0.00	74,724.02	75,000.00	(275.98)
3023	CONSUMER USE TAX	81,638.36	800,460.67	860,000.00	(59,539.33)
3028	LIQUOR CONSUMPTION TAX	0.00	82,575.62	90,000.00	(7,424.38)
3035	STATE REVENUE STAMP	0.00	(325.00)	0.00	(325.00)
3040	AD VALOREM TAX	0.00	3,042,067.06	3,130,000.00	(87,932.94)
3041	AD VALOREM BACK TAX	0.00	134,886.40	130,000.00	4,886.40
3044	CITY SALES TAX	528,692.09	5,886,623.36	6,200,000.00	(313,376.64)
3046	COUNTY SALES TAX	308,290.64	3,457,839.21	3,654,000.00	(196,160.79)
3055	MOTOR VEHICLE TAX	0.00	492,798.66	370,000.00	122,798.66
3056	RECREATIONAL VEHICLE TAX	0.00	5,645.87	3,000.00	2,645.87
3057	HEAVY DUTY VEHICLE TAX	0.00	2,087.01	3,700.00	(1,612.99)
3058	COMMERCIAL VEHICLE TAX	0.00	26,839.29	20,000.00	6,839.29
3065	CATV FRANCHISE	58,504.46	234,983.17	232,000.00	2,983.17
3066	GAS UTILITY FRANCHISE	0.00	459,601.07	460,000.00	(398.93)
3067	TELEPHONE FRANCHISE	5,133.52	56,246.50	60,000.00	(3,753.50)
3115	CEMETERY SPACES	1,235.00	33,685.00	48,000.00	(14,315.00)
3301.01	ANIMAL BOARDING	1,810.88	12,180.23	1,300.00	10,880.23
3301.02	CAR STORAGE & TOWING	1,931.00	16,489.65	18,000.00	(1,510.35)
3301.05	FEES-FALSE ALARM	0.00	2,825.00	3,000.00	(175.00)
3301.07	FEES-GATE RECEIPTS	340.00	23,200.00	23,000.00	200.00
3301.08	FEES-GRAVE OPENINGS	5,900.00	59,975.00	65,000.00	(5,025.00)
3301.09	FEES-MONUMENT SETTING	225.00	2,375.00	3,000.00	(625.00)
3301.10	FEES-PLAT FILING	24.00	1,509.00	2,000.00	(491.00)
3301.11	FEES-REZONING	0.00	3,320.00	2,500.00	820.00
3301.12	FEES-RURAL FIRE CONTRACTS	0.00	(900.00)	190,000.00	(190,900.00)
3301.13	FEES-WAIVER FILING	0.00	3,900.00	3,000.00	900.00
3301.16	FINES-MUNICIPAL COURT	69,068.41	750,021.54	900,000.00	(149,978.46)
3301.17	FEES-STATE JUDGE	90.57	1,109.72	1,750.00	(640.28)
3301.18	FEES-STATE LAW ENFORCEMENT	3,445.20	42,115.58	50,000.00	(7,884.42)
3301.19	FEES-REINSTATEMENT	81.00	3,575.64	10,000.00	(6,424.36)
3301.20	FEES-RESTITUTION	(268.82)	(3,377.51)	0.00	(3,377.51)
3301.21	LEGAL COPIES	110.00	3,182.75	2,500.00	682.75
3301.22	PROBATION SCREENING	0.00	0.00	250.00	(250.00)
3301.23	FEES-CRIME STOPPER INFRACTION	615.61	16,659.37	10,000.00	6,659.37
3301.24	FEES-CRIME STOPPER MAJOR	486.43	676.31	500.00	176.31
3350.01	LICENSE-AMUSEMENT	0.00	0.00	1,000.00	(1,000.00)
3350.02	LICENSE-ARBORIST	0.00	1,200.00	500.00	700.00
3350.03	LICENSE-CEREAL MALT BEVERAGE	450.00	1,500.00	2,500.00	(1,000.00)
3350.04	LICENSE-CONTRACTOR	8,697.00	31,737.00	30,000.00	1,737.00
3350.06	LICENSE-ELECTRICIAN	340.00	6,429.00	6,000.00	429.00
3350.08	LICENSE-ITINERANT MERCHANT	1,265.00	7,715.00	8,000.00	(285.00)
3350.09	LICENSE-LIQUOR	1,000.00	14,550.00	15,000.00	(450.00)
3350.10	LICENSE-MECHANICAL	320.00	5,140.00	4,000.00	1,140.00
3350.12	LICENSE-PAWN SHOP	0.00	75.00	100.00	(25.00)
3350.13	LICENSE-PLUMBER	120.00	3,440.00	3,000.00	440.00
3350.15	LICENSE-TAXI	0.00	105.00	100.00	5.00
3350.16	TAGS-DOG & CAT	218.80	2,513.53	2,250.00	263.53
3400.01	PERMITS-BUILDING	19,739.83	335,183.18	204,013.00	131,170.18



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 11/1/2015 Through 11/30/2015

3400.02	PERMITS-CURB CUT	0.00	1,096.00	500.00	596.00
3400.03	PERMITS-ELECTRIC	75.00	5,597.75	8,000.00	(2,402.25)
3400.04	PERMITS-EXCAVATION	91.25	3,151.25	2,500.00	651.25
3400.05	PERMITS-GAS	303.00	2,707.00	3,000.00	(293.00)
3400.06	PERMITS-HOUSE MOVING	0.00	80.00	150.00	(70.00)
3400.08	PERMITS-MECHANICAL	1,118.00	21,186.75	12,000.00	9,186.75
3400.09	PERMITS-PLUMBING	961.00	16,326.00	14,000.00	2,326.00
3400.11	PERMITS-TV & SIGN	505.00	6,035.00	7,500.00	(1,465.00)
3435	INTEREST INCOME	1,528.01	29,910.43	40,000.00	(10,089.57)
3437	FINANCE CHARGE INCOME	3,147.92	(38,572.74)	30,000.00	(68,572.74)
3440.02	RENTAL-CITY FACILITIES	976.03	31,803.15	50,000.00	(18,196.85)
3440.03	RENTAL-DEPOT	100.00	1,100.00	1,200.00	(100.00)
3447	ROYALTIES-GAS WELLS	1,011.58	13,160.43	30,000.00	(16,839.57)
3450	SALE OF PROPERTY-AUCTION	0.00	9,219.10	18,000.00	(8,780.90)
3454	SALE OF PROPERTY-LAND	0.00	10,000.00	10,000.00	0.00
3456	SALE OF PROPERTY-POLICE CARS	0.00	9,500.00	0.00	9,500.00
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	0.00	1,000.00	1,000.00	0.00
3470.04	REIMBURSE-POLICE SERVICES	125,553.70	250,996.01	225,000.00	25,996.01
3470.07	UTILITY FUNDS REIMBURSEMENT	330,175.00	3,631,925.00	3,992,000.00	(360,075.00)
3470.08	REIMBURSE-COUNTY	7,747.49	170,886.64	160,000.00	10,886.64
3470.09	REIMBURSE-HOLCOMB	0.00	42,000.00	42,000.00	0.00
3515	FUEL TAX REFUND	0.00	6,509.52	0.00	6,509.52
3600.01	MISCELLANEOUS-ADMINISTRATION	0.00	1,008.10	1,000.00	8.10
3600.02	MISCELLANEOUS-CEMETERY	60.00	2,924.75	4,000.00	(1,075.25)
3600.04	MISCELLANEOUS-INSPECTION	0.00	(191.00)	426.00	(617.00)
3600.07	MISCELLANEOUS-POLICE	100.00	(2,063.46)	0.00	(2,063.46)
3600.09	MISCELLANEOUS-FIRE DEPT	(187.50)	(187.50)	0.00	(187.50)
	Total	<u>1,572,769.46</u>	<u>20,366,271.08</u>	<u>21,550,239.00</u>	<u>(1,183,967.92)</u>
Income					



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 11/1/2015 Through 11/30/2015

001 - GENERAL FUND

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	7,298.74	70,469.47	109,320.00	38,850.53
112	CITY MANAGER	33,503.36	459,767.21	521,150.00	61,382.79
113	SERVICE AND FINANCE	53,860.61	652,336.50	757,250.00	104,913.50
114	LEGAL SERVICES	14,763.80	147,893.47	137,000.00	(10,893.47)
115	MUNICIPAL COURT	27,894.03	447,139.03	553,800.00	106,660.97
116	HUMAN RESOURCES	12,959.26	198,325.36	231,500.00	33,174.64
117	INFORMATION TECH	23,810.76	318,824.92	440,000.00	121,175.08
118	CITY PROSECUTION	<u>26,149.00</u>	<u>314,957.00</u>	<u>361,650.00</u>	<u>46,693.00</u>
	Total Admsintration	200,239.56	2,609,712.96	3,111,670.00	501,957.04
121	POLICE-ADMINISTRATIVE	89,385.45	1,501,532.37	1,824,750.00	323,217.63
122	POLICE-INVESTIGATIONS	62,571.87	801,088.19	908,500.00	107,411.81
123	POLICE-PATROL	262,839.27	3,158,239.69	3,586,300.00	428,060.31
124	POLICE-SUPPORT SERVICES	91,488.74	1,082,582.15	1,376,000.00	293,417.85
125	POLICE-ANIMAL CONTROL	<u>12,614.05</u>	<u>216,593.73</u>	<u>253,950.00</u>	<u>37,356.27</u>
	Total Police	518,899.38	6,760,036.13	7,949,500.00	1,189,463.87
131	PUBLIC WORKS-PLANNING,COMM	31,159.64	346,418.99	400,500.00	54,081.01
132	PUBLIC WORKS-ENGINEERING	17,857.04	225,755.17	250,100.00	24,344.83
133	PUBLIC WORKS-STREET MAINT	92,068.05	1,368,369.77	1,539,500.00	171,130.23
134	PUBLIC WORKS-INSPECTIONS	29,375.31	407,590.03	465,500.00	57,909.97
135	PUBLIC WORKS-PARKS	<u>78,462.71</u>	<u>772,612.36</u>	<u>991,250.00</u>	<u>218,637.64</u>
	Total Public Works	248,922.75	3,120,746.32	3,646,850.00	526,103.68
141	ZOO-ADMINISTRATIVE	36,497.01	410,244.38	476,750.00	66,505.62
142	ZOO-MAINTENANCE DIVISION	25,814.39	314,646.16	380,250.00	65,603.84
144	ZOO-ANIMAL DIVISION	<u>102,484.43</u>	<u>960,052.28</u>	<u>1,143,250.00</u>	<u>183,197.72</u>
	Total Zoo	164,795.83	1,684,942.82	2,000,250.00	315,307.18
151	FIRE-ADMINISTRATIVE	18,448.10	302,991.16	407,000.00	104,008.84
152	FIRE-OPERATIONS	192,394.57	2,357,976.30	2,625,000.00	267,023.70
153	FIRE-VOLUNTEERS	467.55	5,563.36	21,830.00	16,266.64
154	FIRE-ARFF STATION	<u>3,482.42</u>	<u>23,704.30</u>	<u>96,650.00</u>	<u>72,945.70</u>
	Total Fire	214,792.64	2,690,235.12	3,150,480.00	460,244.88
161	CEMETERY-OPERATIONS	31,608.44	389,229.08	505,500.00	116,270.92
171	CAPITAL IMPROVEMENT	930,369.50	1,914,003.53	1,965,500.00	51,496.47
181	EMPLOYEE BENEFITS	<u>0.00</u>	<u>300,000.00</u>	<u>300,000.00</u>	<u>0.00</u>
	Total Expenses	<u>2,309,628.10</u>	<u>19,468,905.96</u>	<u>22,629,750.00</u>	<u>3,160,844.04</u>



City of Garden City
 Statement of Revenues and Expenditures-Utility Fund Revenues
 From 11/1/2015 Through 11/30/2015

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,090,234.83	27,365,682.07	31,040,750.00	(3,675,067.93)
3110.01	COLLECTIONS-COIN BOX	(404.76)	(318.94)	250.00	(568.94)
3118	CONNECT FEES	6,721.00	91,967.23	98,250.00	(6,282.77)
3150	IDENTIFIED LONG/SHORT	(350.79)	(2,935.95)	0.00	(2,935.95)
3151	UNIDENTIFIED LONG/SHORT	(50.93)	(2.65)	0.00	(2.65)
3154	INSUFFICIENT FUNDS CHECKS	68.92	(2,504.68)	0.00	(2,504.68)
3155	RETURNED CHECK CHARGE	350.00	4,350.00	5,000.00	(650.00)
3185	PENALTIES	0.00	94,163.69	75,500.00	18,663.69
3201	REIMBURSE-DEVELOPER	3,500.00	184,030.00	41,000.00	143,030.00
3435	INTEREST INCOME	20.55	208.24	2,000.00	(1,791.76)
3492	SALES TAX	76,598.78	983,658.11	1,127,500.00	(143,841.89)
3600	MISCELLANEOUS	477.29	12,538.68	4,963.00	7,575.68
	Total Electric	2,177,164.89	28,730,835.80	32,395,213.00	(3,664,377.20)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	260,726.09	3,111,130.87	3,300,000.00	(188,869.13)
3185	PENALTIES	0.00	83,437.38	80,000.00	3,437.38
3195	RECYCLING SALES	0.00	39,938.80	50,000.00	(10,061.20)
3435	INTEREST INCOME	98.63	1,265.76	1,330.00	(64.24)
3515	FUEL TAX REFUND	0.00	2,960.47	0.00	2,960.47
3600	MISCELLANEOUS	0.00	75.60	0.00	75.60
	Total Solid Waste	260,824.72	3,238,808.88	3,431,330.00	(192,521.12)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	15,847.21	189,026.35	207,500.00	(18,473.65)
3435	INTEREST INCOME	0.00	250.31	266.00	(15.69)
3440.02	RENTAL-CITY FACILITIES	0.00	(550.00)	0.00	(550.00)
	Total Drainage Utility	15,847.21	188,726.66	207,766.00	(19,039.34)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	182,064.29	2,276,766.41	2,660,000.00	(383,233.59)
3103	COLLECTIONS-WATER	364,345.00	4,019,208.38	4,500,000.00	(480,791.62)
3118	CONNECT FEES	1,215.00	15,270.00	18,000.00	(2,730.00)
3120	COUNTY SEWER FEES	0.00	99,295.28	112,000.00	(12,704.72)
3130	FIRE LEG FEES	0.00	16,409.50	15,047.00	1,362.50
3185	PENALTIES	25,721.13	85,013.03	105,000.00	(19,986.97)
3201	REIMBURSE-DEVELOPER	2,800.00	286,984.84	30,000.00	256,984.84
3225	SALE OF MATERIAL	0.00	5,294.66	15,000.00	(9,705.34)
3228	SEWER MAINTENANCE FEES	366.00	3,546.44	4,500.00	(953.56)
3229	SEWER TANK FEES	11,153.68	161,099.12	135,000.00	26,099.12
3257	WATER TANK SALES	3,703.11	34,735.85	55,000.00	(20,264.15)
3260	WATER TAP FEES	11,216.35	93,261.53	65,000.00	28,261.53
3494	TAX-WATER CONSUMPTION	4,891.07	49,707.19	65,000.00	(15,292.81)
3515	FUEL TAX REFUND	0.00	879.66	250.00	629.66
3600	MISCELLANEOUS	670.00	7,890.86	15,000.00	(7,109.14)
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 Sewer	608,145.63	7,155,362.75	8,219,797.00	(1,064,434.25)
	Total Income	3,061,982.45	39,313,734.09	44,254,106.00	(4,940,371.91)

Garden City Fire Department

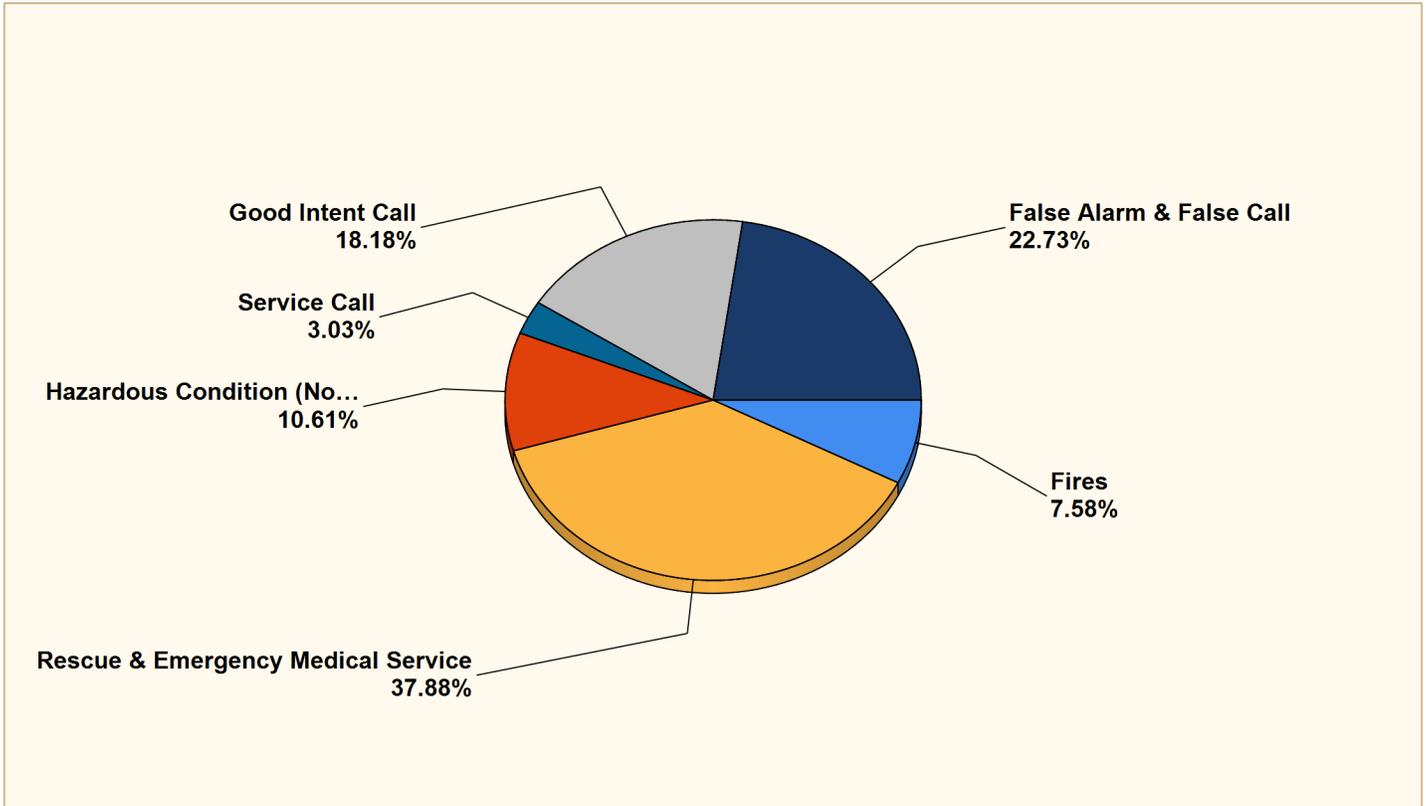
Garden City, KS

This report was generated on 12/9/2015 9:26:55 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 11/01/2015 | End Date: 11/30/2015



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	5	7.58%
Rescue & Emergency Medical Service	25	37.88%
Hazardous Condition (No Fire)	7	10.61%
Service Call	2	3.03%
Good Intent Call	12	18.18%
False Alarm & False Call	15	22.73%
TOTAL	66	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	1.52%
112 - Fires in structure other than in a building	1	1.52%
113 - Cooking fire, confined to container	1	1.52%
118 - Trash or rubbish fire, contained	1	1.52%
131 - Passenger vehicle fire	1	1.52%
300 - Rescue, EMS incident, other	1	1.52%
311 - Medical assist, assist EMS crew	1	1.52%
322 - Motor vehicle accident with injuries	12	18.18%
324 - Motor vehicle accident with no injuries.	11	16.67%
412 - Gas leak (natural gas or LPG)	2	3.03%
422 - Chemical spill or leak	1	1.52%
424 - Carbon monoxide incident	1	1.52%
442 - Overheated motor	1	1.52%
444 - Power line down	1	1.52%
463 - Vehicle accident, general cleanup	1	1.52%
553 - Public service	1	1.52%
561 - Unauthorized burning	1	1.52%
600 - Good intent call, other	5	7.58%
611 - Dispatched & cancelled en route	5	7.58%
622 - No incident found on arrival at dispatch address	1	1.52%
651 - Smoke scare, odor of smoke	1	1.52%
700 - False alarm or false call, other	8	12.12%
735 - Alarm system sounded due to malfunction	2	3.03%
740 - Unintentional transmission of alarm, other	1	1.52%
743 - Smoke detector activation, no fire - unintentional	1	1.52%
745 - Alarm system activation, no fire - unintentional	2	3.03%
746 - Carbon monoxide detector activation, no CO	1	1.52%
TOTAL INCIDENTS:	66	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 12/9/2015 9:30:02 AM



Incident Statistics

Start Date: 11/01/2015 | End Date: 11/30/2015

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		25	
FIRE		41	
TOTAL		66	
TOTAL TRANSPORTS			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$20,000.00		\$500.00	
CO CHECKS			
424 - Carbon monoxide incident		1	
746 - Carbon monoxide detector activation, no CO		1	
TOTAL		2	
MUTUAL AID			
Aid Type		Total	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
12		18.18	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Both Stations		0:06:00	
Station 1	0:07:20	0:07:12	
Station 2	0:08:10	0:06:16	
AVERAGE FOR ALL CALLS		0:07:15	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Both Stations		0:01:00	
Station 1	0:01:11	0:01:38	
Station 2	0:01:10	0:01:32	
AVERAGE FOR ALL CALLS		0:01:24	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Garden City Fire Department		14:30	

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 12/9/2015 9:28:56 AM



StartDate: 11/01/2015 | EndDate: 11/30/2015

OCCUPANCY	COUNT
INSPECTION TYPE: CMB & Liquor License	
Bar/Nightclub	1
Mercantile	2
INSPECTION TYPE: Company	
Assembly	3
Auto Repair	3
Auto Sales and Maintenance	3
Beauty/Barber Shop	3
Business Office	28
Church/Places of Worship	1
Convenience Store	1
Detention Facility	1
Liquor Store	2
Low Hazard Storage	1
Medical, Surgical, Psychiatric	1
Medical/Dental Office	1
Mercantile	34
Motel/Hotel	2
Multi-Family Residential	2
Restaurant	7
Storage	1
INSPECTION TYPE: Construction	
Business Office	1
Motel/Hotel	1
INSPECTION TYPE: Fire Protection System Inspection	
Medical/Dental Office	1

Locked inspections only.

Bias-Based Policing Statistics

November 2014

	October #	October %	November #	November %
SUBJECTS CONTACTED:	301	N/A	253	N/A
AGE:				
15 yoa - 19 yoa	54	18%	37	15%
20 yoa - 29 yoa	107	36%	77	30%
30 yoa - 49 yoa	91	30%	89	35%
50+	49	16%	50	20%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>301</i>	<i>100%</i>	<i>253</i>	<i>100%</i>
RACE:				
White	284	94%	234	92%
Black	8	3%	11	4%
Native American	0	0%	0	0%
Asian	7	2%	7	3%
Other	0	0%	0	0%
More Than One Race	1	0%	0	0%
Not Provided/Unknown	1	0%	1	0%
<i>TOTAL</i>	<i>301</i>	<i>100%</i>	<i>253</i>	<i>100%</i>
GENDER:				
Male	189	63%	162	64%
Female	111	37%	91	36%
Unknown	1	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>301</i>	<i>100%</i>	<i>253</i>	<i>100%</i>
ETHNICITY:				
Hispanic/Latino	179	59%	144	57%
Non-Hispanic	119	40%	105	42%
Not Provided	3	1%	4	2%
<i>TOTAL</i>	<i>301</i>	<i>100%</i>	<i>253</i>	<i>100%</i>
RESPONSE AREA:				
1	61	20%	48	19%
2	45	15%	62	25%
3	94	31%	81	32%
4	47	16%	39	15%
5	54	18%	23	9%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>301</i>	<i>100%</i>	<i>253</i>	<i>100%</i>
PRIMARY REASON FOR OFFICER INVESTIGATION:				
Call Related	23	8%	17	7%
Officer Initiated	278	92%	236	93%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>301</i>	<i>100%</i>	<i>253</i>	<i>100%</i>
INFORMATION OBTAINED BY:				
Officer's Perception	254	84%	212	84%
Investigation	47	16%	41	16%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>301</i>	<i>100%</i>	<i>253</i>	<i>100%</i>

Bias-Based Policing Statistics

November 2014

	October #	October %	November #	November %
RELIGIOUS DRESS:				
Yes	4	1%	1	0%
No	297	99%	252	100%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>301</i>	<i>100%</i>	<i>253</i>	<i>100%</i>
PRIMARY REASON FOR STOP:				
Moving Violation	205	68%	154	61%
Equipment Violation	75	25%	83	33%
Criminal Offense/Probable Cause	10	3%	9	4%
Other Violation	7	2%	2	1%
To Render Service	2	1%	2	1%
Suspicious Circumstances	2	1%	3	1%
Pre-existing Knowledge	0	0%	0	0%
Special Detail	0	0%	0	0%
Multiple Reasons	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>301</i>	<i>100%</i>	<i>253</i>	<i>100%</i>
ACTION TAKEN:				
Citation	143	48%	85	34%
Search	1	0%	0	0%
Warning	117	39%	147	58%
Arrest	39	13%	18	7%
Warrant Arrest	1	0%	0	0%
Assistance Provided	0	0%	1	0%
No Action	0	0%	2	1%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>301</i>	<i>100%</i>	<i>253</i>	<i>100%</i>
SEARCH:				
Not Applicable	0	0%	239	94%
Vehicle Indicators	269	89%	1	0%
Verbal Indicators	2	1%	0	0%
Physical/Visual Indicators	0	0%	6	2%
Document Indicators	12	4%	0	0%
Incident to Arrest	4	1%	6	2%
Other	13	4%	1	0%
More Than One Reason	1	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>301</i>	<i>100%</i>	<i>253</i>	<i>100%</i>
TYPE OF SEARCH:				
No Search Conducted	262	87%	231	91%
Consent Search Conducted	6	2%	5	2%
Inventory	1	0%	0	0%
Stop and Frisk	2	1%	0	0%
Search Warrant	0	0%	0	0%
No Search/Consent Denied	0	0%	0	0%
Search Incident to Arrest	21	7%	11	4%
Plain View	4	1%	1	0%
Probable Cause	4	1%	5	2%
More Than One Type	0	0%	0	0%
Not Provided	1	0%	0	0%

Bias-Based Policing Statistics

November 2014

	October #	October %	November #	November %
<i>TOTAL</i>	301	100%	253	100%

Bias-Based Policing Statistics

November 2014

		October #	October %	November #	November %
CONTRABAND SEIZED:					
	None	290	96%	245	97%
	Currency	0	0%	0	0%
	Firearms	0	0%	0	0%
	Other Weapons	0	0%	0	0%
	Drugs/Paraphernalia	7	2%	6	2%
	Alcohol/Tobacco Products	3	1%	2	1%
	Stolen Property	0	0%	0	0%
	Other	0	0%	0	0%
	More Than One Type	0	0%	0	0%
	Not Provided	1	0%	0	0%
	<i>TOTAL</i>	301	100%	253	100%

Hispanic	Arrests	26	15%	13	9%
	Citations	91	51%	46	32%
	Warnings	61	34%	82	57%
Non-Hispanic	Arrests	13	11%	5	5%
	Citations	50	42%	38	36%
	Warnings	55	46%	62	59%



CITY OF GARDEN CITY ZOO DEPARTMENT NOVEMBER 2015 MONTHLY REPORT

ANIMAL DIVISION

ACCESSIONS:

Births/Hatchings

None

Transactions (Purchases, donations, etc.)

None

DEACCESSIONS

Deaths

0.1	Black widow	Found deceased in enclosure
8.2.2	Madagascar Hissing cockroaches	Undetermined
0.0.1	Chilean rose tarantula	Result of injuries sustained from fall – burst abdomen
1.0	Gaur	Died under sedation, aspiration pneumonia

Transactions (Sales, donations, etc.)

0.1	Red kangaroo	Sold to Hemker Park, Minn
2.0	Goral	Transfer to Hogle Zoo (breeding rec)

The Gaur was sedated to remove a mass from his neck – grade 1 sarcoma; was then sedated to re-suture incision site after his activity opened the site again; and sedated again days later to attempt to deliver antibiotics and IV fluids. Started Pallas' Cat fecal assay collection for testosterone study. Red Panda cubs made their debut outside. AAZK Bowling for Rhinos took place on November 7 raising over \$1300 for rhino conservation. Received breeding recommendation from Black rhino TAG/SSP to receive a male rhino from Atlanta Zoo and a female from Cleveland Metroparks Zoo.

ADMINISTRATION DIVISION

The zoo received acknowledgement for participation in a conservation project with other zoos and the Sahara Conservation Fund –the project received Top Honors for International Conservation for 2015 from AZA. Zoo staff voted on vetted conservation programs that could receive funding from duck pond monies. Senior staff reviewed end of year budget (submitted carry over amounts to City Finance Director) and are working on the AZA accreditation application. Annual report for 2014 is under final review. Vehicle admission hours to the zoo changed to 10-4. Director and FOLRZ Executive Director met with Skip Mancini regarding performances to raise funds for the new primate exhibit. Director, Facilities Manager and Education Curator reviewed zoo layout for security camera placement. Two new appointments were made by the City Commission to the Zoo Advisory Board. Senior staff members are reviewing/updating zoo personnel manual and developing the schedule for 2016 all-staff monthly meetings. Staff holiday potluck was held.

EDUCATION DIVISION

The education division gave 127 formal programs to 3208 people, reached an additional 73 people through informal programming, and 748 people in 30 classes learned from 7 discovery box checkouts. Wild Wednesdays are now every Wednesday (through March). A Docent appreciation trip to the Kansas City Zoo took place. Staff began designing Zoo Adventure Winter camps. Education Curator is in communication with Jayson Fann (original builder) regarding Spirit Nest repairs. Due to the cold weather there was no attendance this month for Family Nature Club. Staff is organizing for the annual volunteer recognition party, organizing bio-facts and graphics, and outlining all current programs, as well as developing new content for the zoo's website. The Education division is still looking for an individual to fill the position of Education Assistant. Staff reviewed condition of existing graphics for long range budgeting purposes.

MAINTENANCE DIVISION

We continued steps to transform the old red panda exhibit into the new Pallas Cat exhibit by finishing the faux stones at the base of the domes and securing the mesh to the frames. The public fence for that exhibit will be installed the first week of December which will finalize the construction. Repairs were made to light fixtures in the bear barn, several leaking water feature valves, jaguar, siamang, and MOA flight doors, hay barn siding, and the MOA water heater flue. The Asia fogger was winterized and the MOA fogger prepped for installation next spring. Several signs and benches were placed on grounds. Time was devoted to ensuring the zoo is well prepared for winter weather. Two staff attended a qualified electrical worker course. Contractors completed sidewalk repairs in various areas around the zoo as well as tree trimming.

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions



MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 9 December 2015

RE: CITY LIMITS RESOLUTION

CITY COMMISSION

JANET A. DOLL,

Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

ISSUE

K.S.A. 12-517 requires the City to declare by resolution the entire boundary of the city in any year in which territory has been added to or excluded from the city.

BACKGROUND

The City had 4 annexations in 2015 as shown on the attached map, totaling 307.00 acres.

- Chappel Heights Unit Two
- Love's Country Store
- O'Brate Realty LLC and others
- Chappel Heights LLC and others

MATTHEW C. ALLEN

City Manager

This brings the area within the City Limits to 6,108.51 acres or 10.01 sq. mi.

MELINDA A. HITZ, CPA

Finance Director

The attached Resolution is presented for your consideration and approval.

ALTERNATIVES

The Governing Body may adopt the resolution or defer action until a later date.

RANDALL D. GRISELL

City Counselor

RECOMMENDATION

Staff recommends adopting the Resolution.

FISCAL

There is no fiscal impact caused by this resolution.

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

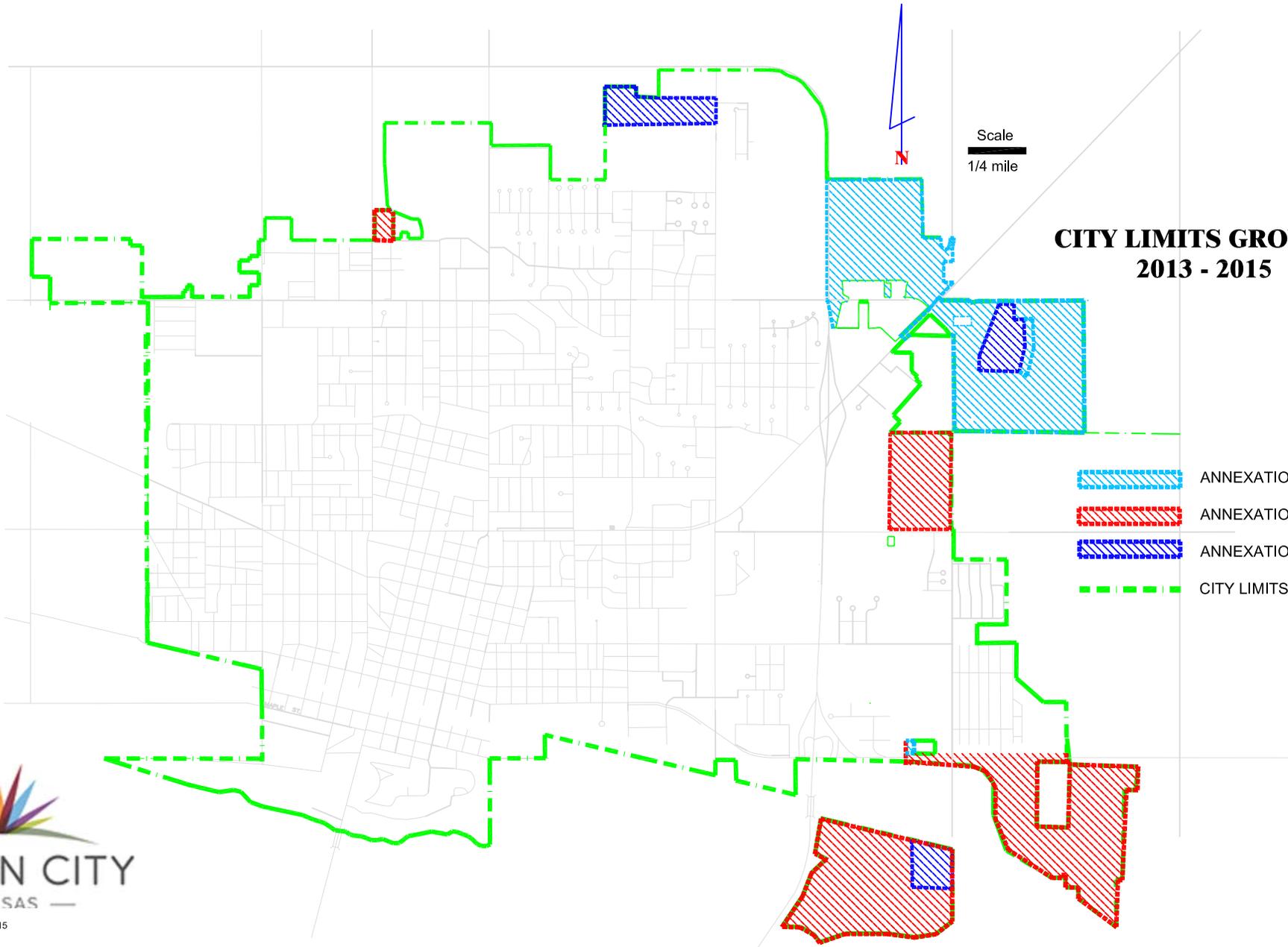
67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

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



CITY LIMITS GROWTH 2013 - 2015

Scale
1/4 mile

RESOLUTION NO. ____-2015

A RESOLUTION DECLARING THE BOUNDARIES OF THE CITY OF GARDEN CITY, KANSAS AS OF THE 1ST DAY OF JANUARY 2016.

WHEREAS, K.S.A. 12-517 requires the City to declare by resolution the entire boundary of the city in any year in which territory has been added to or excluded from the city.

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

SECTION 1. The corporate limits and the City Limits of the City of Garden City, Finney County, Kansas as of the 1st day of January, 2016 shall be as follows:

BEGINNING at the Northeast corner of Section 19, Township 24 South, Range 32 West of the Sixth Principal Meridian; thence South along the East line of Section 19, Township 24 South, Range 32 West, of the Sixth Principal Meridian, to the North bank line of the Arkansas River; thence Westerly, meandering along the North bank line of the Arkansas River, and continuing along the South line of Government Lot 1, Section 24, Township 24 South, Range 33 West of the Sixth Principal Meridian, to the Western most corner of said Lot 1, said point also being on the North line of said Section 24; thence East, along the North line of said Section 24, to the Southwest corner of Block 11, Finnap Acres; thence Easterly, along the South line of said Block 11, to the East line of said Section 24, said line also being the West line of Section 19, Township 24 South, Range 32 West of the Sixth Principal Meridian; thence North, along the West line of said Section 19 and along the West line of Section 18, Township 24 South, Range 32 West of the Sixth Principal Meridian, to the North right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence Westerly, along the North right-of-way line of the Atchison, Topeka and Santa Fe Railroad, to the West line of the East Half of Section 13, Township 24 South, Range 33 West of the Sixth Principal Meridian; thence North, long the West line of the East Half of Section 13, and the West line of the East Half of Section 12, Township 24 South, Range 33 West of the Sixth Principal Meridian, to the South line of the Northwest Quarter of the Northeast Quarter of said Section 12; thence East, along the South line of the Northwest Quarter of the Northeast Quarter of said Section 12, 31.0 feet, to the Southwest corner of Hager's Modular Home Subdivision; thence North, along the West line of Hager's Modular Home Subdivision to the South right-of-way line of Mary Street; thence South 89°49'31" West, 2,186.12 feet, along the South right-of-way line of Mary Street, which line is 30.0 feet South of and parallel with the North line of said Section 12, to the extended West line of Lot 3, Lewis Industrial Subdivision; thence North 00°00'00" East, 470.00 feet, along said line; thence North 89°49'31" West, 465.00 feet to the East right-of-way line of VFW Road, as platted by Lewis Industrial Subdivision; thence along said East right-of-way line, North 00°00'00" East, 879.05 feet; thence South 89°49'05" East, 1297.35 feet; thence South 00°10'55" West, 15.00 feet; thence South 89°49'05" East, 1011.36 feet; thence South 00°19'21" West, 165.00 feet; thence South 89°49'05" East, 267.18 feet, to the West right-of-way line of the Garden City Western Railroad; thence South 00°19'21" West, 1108.72 feet, along said right-of-way line, to the North right-of-way line of Mary Street; thence East, 908.17 feet, along said North right-of-way line of Mary Street, which line is 30.0 feet North of and parallel with the South line of Section 1,

Township 24 South, Range 33 West; thence North, 140 feet, at a deflection angle to the left of 89°51'; thence East 88 feet, at an interior angle of 90°09'; thence North, 140 feet, at an angle to the right of 89°51'; thence East 112 feet, at an interior angle of 90°09'; thence South, 280 feet, at an angle to the right of 89°51', to the North right-of-way line of Mary Street; thence East, 1056 feet, along said North right-of-way line of Mary Street, which line is 30.0 feet North of and parallel with the South line of said Section 1; thence North, 5 feet; thence East, 244 feet, along said North right-of-way line of Mary Street, which line is 35.0 feet North of and parallel with the South line of said Section 1; thence North, along a line parallel with the East line of said Section 1, 281 feet; thence East, along a line parallel with the South line of said Section 1, 209 feet, to the West right-of-way line of U.S. Highway 50B/83B; thence North, along said right-of-way line, 190 feet; thence West, at a deflection angle of 89°57' to the left, 453 feet; thence North, at an interior angle of 90°03', 331 feet; thence East, at an interior angle of 89°57', 253 feet, thence North, 100 feet, along a line which is parallel with the East line of Section 1; thence East 200 feet along a which is parallel with the South line of Section 1, to the West right-of-way line of U.S. Highway 50B/83B; thence North, along said right-of-way line, 383 feet; thence East, along the extended North line and the North line of 83 Commercial Subdivision, to the East right-of-way line of U.S. Highway 50B/83B; thence North, along said East right-of-way line of U.S. Highway 50B/83B, 500.00 feet; thence East, along a line parallel with the North line of 83 Commercial Subdivision, 605.52 feet; thence South 00°20'33" East, 500.01 feet, to the North line of 83 Commercial Subdivision; thence East along the North line of 83 Commercial Subdivision and continuing along the North line of Countryside Park Subdivision, to the West right-of-way line of Eighth Street; thence north along said right-of-way line 30.0 feet west of and parallel with the North-South half section line; thence east 65.0 feet to a point, to the Southwest corner of Lot 1, Block 1, of the Replat of The First Christian and Giron Addition; thence along the West line of said Replat, North 0°04' East, 706.69 feet; thence along the North line of said Replat, South 88°00'55" East, 328.41 feet, to the Northeast Corner of Block 2 of said Replat, said point also being the Southeast corner of Tract A of the Howard Smith First Survey; (First Christian and Giron Addition) thence North 16°37'32" West, on the Easterly Line of the Howard Smith First Survey, 92.83 feet; thence North 06°06'10" West on the Easterly Line of said Smith survey, 72.51 feet, to the Southeast corner of Tract B; thence North 02°46'34" West, on the East Line of Tract B, 150.22 feet; thence North 02°46'41" West on the Easterly Line of said Smith survey, 430.27 feet, to the Southeast corner of Tract F; thence North 02°47'48" West, on the Easterly Line of said Smith survey, 260.57 feet to the Southeast corner of Tract H; thence North 88°43'07" East, 32.75 feet; thence North 2°52' West, 893.11 feet; thence South 89°44' East, 2,390.0 feet, to the East right-of-way line of Third Street; thence South, 474.54 feet, along said East right-of-way line; thence East, 1,319.35 feet; thence South 832.06 feet to the North line of the Stone Addition; thence East, along the North line of the Stone Addition, to the Northeast corner of the Stone Addition; thence North 00°00'00" East, along the West line of the Northeast Quarter of Section 5, Township 24 South, Range 32 West of the Sixth Principal Meridian 2180.04 feet thence South 88°26'32" East, 663.01 feet; thence South 00°50'32" West, 438.52 feet; thence South 89°33'00" East, 598.40 feet, to the Southwest corner of The Replat of The Trails, First Plat; thence North 00°00'00" East, 747.06 feet, to the Northwest corner of said Replat, said point also being on the South right-of-way line of U.S. Highway 50/83/400; thence East, along the South right-of-way line of said Highway and continuing Southeasterly along a curve to the right and continuing Southerly along the West right-of-way line of said Highway, to the intersection with the North line of the Southwest Quarter of Section 4, Township 24 South, Range 32 West of the Sixth Principal

Meridian; thence continuing along said West right-of-way line of said Highway, South 02°51'00" West, 482.38 feet; thence South 89°50'16" East 164.81 feet, along the north line of the Southwest Quarter of said Section 4, to the Interior Quarter Corner of said Section 4; thence South 88°10'11" East 1983.25 feet, along the North line of the Southeast Quarter of Said Section 4; thence South 0°41'15" West 1319.16 feet; thence South 89°50'16" East 421.87 feet, to the Northwest Corner of Lot 1, Block 1, The Hamptons; thence South 88°13'12" East 212.00 feet, along said Lot line, to the West line of Jennie Barker Road; thence South 89°18'45" East 80 feet, to the East line of Jennie Barker Road; thence along a curve to the right, with a radius of 640.00 feet, an arc distance of 231.35 feet, more or less, with a chord bearing South 11°02'47" West 230.09 feet, along said right-of-way line to the East line of said Section 4; thence South 0°41'15" West 327.62 feet, along said East line; thence North 89°18'45" West 257.8 feet; thence South 0°41'15" West 400 feet; thence South 89°18'45" East 217.8 feet, said point being the intersection of the Northwesterly line of K-156 (Kansas Avenue) and the West line of old Jennie Barker Road; thence South 44°46'34" West 422.69 feet, along the Northwesterly line of K-156 (Kansas Avenue); thence South 45°13'26" East 120.00 feet, to the Southeasterly line of K-156 (Kansas Avenue), said point being on the South line of said Section 4; thence South 88°21'23" East 259.46 feet, on said line to the Southeast Corner of said Section; thence continuing South 89°45'29" East 396.70 feet, on the North line of Section 10, Township 24 South, Range 32 West, of the Sixth Principal Meridian; thence South 88°21'23" East 80.00 feet, to a point on the Southerly line of Mary Street, to a point on a curve to the right; thence along said curve a distance of 190.44 feet with a central angle of 19°29'04" and a radius of 560.00 feet; thence South 89°45'29" East 2,025.86 feet, along said South line of Mary Street to the intersection with the East line of the Northeast Quarter of said Section 10; thence continuing South 89°45'08" East 399.33 feet, along said South line; thence South 00°00'52" East 2,604.96 feet, to the South line of the Northeast Quarter of said Section 10; thence North 88°21'23" West 401.77 feet, along said South line to the Center Corner of said Section 10; thence North 88°21'23" West 2,606.66 feet, along the South line of the Northwest Quarter of said Section 10, to the East line of Jennie Barker Road; thence North 00°02'28" East 1,776.94 feet, more or less, along said East line; thence continuing along said right-of-way on a curve to the left, with a radius of 540.00 feet and a central angle of 18°48'23" a distance of 177.25 feet; thence South 59°57'25" West 80.00 feet, to the Southwesterly line of Jennie Barker Road, and the southeast Corner of Lot 1, Kansas Lodging 1 Addition; thence North 88°25'18 West 837.61 feet, along the South line of said Lot, to the Southeasterly line of K-156 (Kansas Avenue); thence South 44°46'34" West 350.78 feet, along said South line, (O'Brate/Chappel) to a point on the Southerly line of Highway K-156 (Kansas Avenue); thence South 43°05'47" West, 323.65 feet, along said Southerly right-of-way line; thence South 89°54'00" East, 416.07 feet; thence South 0°00'00" West, 423.75 feet; thence South 46°46'08" East, 142.11 feet; thence South 43°13'52" West, 42.32 feet; thence South 46°46'08" East, 100.00 feet; thence South 43°13'52" West, 905.64 feet; thence South 46°46'08" East, 184.03 feet; thence South 42°41'55" West, 334.57 feet, to the North line of the Southeast Quarter of Section 9, Township 24 South, Range 32 West of the Sixth Principal Meridian; thence East, along said North line, to the West line of Jennie Barker Road; thence South 01°36'01 West, along said West right-of-way line, 1672.05 feet; thence North 88°23'59" West, 5.00 feet; thence South 01°36'01 West, parallel to the East line of said Southeast Quarter, 360.00; thence South 12°54'37" West, 50.99 feet; thence South 01°36'01 West, 519.16 feet, to the North line of Schulman Avenue; thence East, to the East right-of-way line of Jenny Barker Road; (Fansher Inc.) thence southerly, on the prolongation of the East line of Jennie Barker Road; thence South, on the

East right-of-way line of Jenny Barker Road 629.82 feet; thence South 89°51'25" East, 1,291.33 feet; thence South 00°00'37" West, 659.29 feet; thence South 00°00'42" East, 848.27 feet; thence North 89°52'34" West 435.75 feet thence South 03°34'47" East, 169.84 feet; thence North 89°25'06" West 258.13 feet; thence North 01°55'58" East, 126.20 feet; thence North 89°49'59" West, 203.00 feet; thence South 01°52'41" West, 429.89 feet, to a point on the North line of the Southwest Quarter of Section 15, Township 24 South, Range 32 West, of the Sixth Principal Meridian, said line also being the North line of the Replat - Martin's Mobile Home Park, Inc.; thence South 89°44' East, 971.12 feet, along the North line of said Replat; thence South 00°04' West, 776.72 feet, along the west line of Lots 26 and 27 of the Replat of Lot 4, Lot 10, and Lot 16 in Airlinks Industrial Park; thence South 52°27'20" East, 888.09 feet, along the Northeast line of the Replat - Martin's Mobile Home Park, Inc., said line also being the Southerly of Lots 27 and 28 of the Replat of Lot 4, Lot 10, and Lot 16 in Airlinks Industrial Park; thence South 89°14'00" East, 540.93, feet along the North line of said Replat; thence South 00°06' East, 1,264.23 feet, along the east line of said Replat, to the Southeast corner of the Replat - Martin's Mobile Home Park, Inc., said point being on the North right-of-way line of U.S. Highway 50/400, thence South to the intersection of the South right-of-way line of said Highway and the West line of the Northeast Quarter of Section 22; thence East, along said right-of-way line to a point 254.8 feet East of the East line of the West Half of said Northeast Quarter, thence South, to a line 600 feet south of as measured parallel with the North line of Section 22, said line being the extended South line of Renicks Subdivision; thence West along said extended line to the East line of the West Half of said Northeast Quarter; thence South along the East line of the West Half of said Northeast Quarter to the South Line of said Northeast Quarter; thence West 145 feet, more or less, along the South Line of said Northeast Quarter to the East line of the West Half of said Northeast Quarter to a point 1,203.0 feet east of the Center Corner of Section 22; thence South, to the extreme Northeast corner of Lot 1, Block 1, of the Parcel Plat of Ponderosa Addition; thence continuing along said boundary North 53°31'48" West 1,105.95 feet; thence North 01°50'16" East 247.06 feet, to the intersection with a line which is 200 feet south of and parallel with the East-West Half Section Line of Section 22; thence West 300.0 feet, along said line which is 200 feet south of and parallel with said East-West Half Section Line to the North-South Half Section Line of Section 22; thence North 200 feet, along said Half Section Line to the Center Corner of Section 22; thence North 01°51'08" East, 75.00 feet, to the Southerly Boundary of Lot 2, Block 1, T P & L Industrial Park; thence North 88°01'16" West, 100.00 feet; thence South 01°55'28" West, 75.10 feet; thence North 88°04'09" West, 93.43 feet; thence North 48°19'30" West, 294.42 feet; thence North 54°17'53" West 461.43 feet; thence Northwesterly along a curve to the right, with a radius of 1153.22 feet, an arc length of 1,126.76 feet, with a chord bearing North 26°18'29" West, 1,082.47 feet; thence N 01°41'00" East, 320.09 feet; thence Northwesterly along a curve to the left, with a radius of 781.24 feet, an arc length of 1,226.16 feet, with a chord bearing North 43°16'47" West 1,104.12 feet; thence North 88°14'32" West, 489.38 feet, along said line, to the East right-of-way line of Jennie Barker Road; thence North 01°47'49" East, 55.75 feet, along said right-of-way line; thence West, along the South right-of-way line of U.S. Highway 50/400, to the (O'Brate Land LLC & American Warrior Inc.) to the intersection with the East right-of-way line of U.S. Highway 83; thence continuing West, to the Northeast corner of Jameson Addition; thence South, 750.57 feet, along the East line of Jameson Addition, to the Southeast corner of said Jameson Addition; thence Northwesterly, 942.63 feet, along the south line of said Jameson Addition, to the Southwest corner of said Jameson Addition; thence North 76°43'38" West, 399.66 feet; thence North 76°46'24" West, 73.41 feet; thence North

03°22'20" East, 514.84 feet, to a point on the North line of Section 21, T24S, R32W; thence West, along said North line, to the Northwest corner of said Section 21; thence South, along the East line of the Southeast Quarter of Section 17, said line being the west line of said Section 21, and continuing along the East line of the Northeast Quarter of Section 20, Township 24 South, Range 32 West of the Sixth Principal Meridian, to the intersection of said line with the North right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence Northwesterly, along said North right-of-way line, to the intersection of this line and the East line of the Southwest Quarter of the Southwest Quarter of Section 17; thence South, on the East line of the Southwest Quarter of the Southwest Quarter of said Section 17, to the South line of said Section 17; thence West, on the South line of said Section 17, to the POINT OF BEGINNING; (Tractor Supply) (The Hamptons/Staats) (Marriott) AND a tract of land located in Section 21, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows: Commencing at the Northeast corner of said Section 21, thence South, 2,254.90 feet; thence West, 104.00 feet, to the point of Beginning; thence South, along a line parallel line with to the East Line of said Section 21, to the North bank of the Arkansas River; thence Westerly, meandering along the North bank of the Arkansas River, to the Easterly right-of-way line of US-83 highway; thence in a Northerly direction, along said Easterly right-of-way line, to the southerly right-of-way line of the BNSF Railroad; thence in an Easterly direction, along the South line of said Railroad, to the Point of Beginning; (Chappel Heights First) and EXCEPT a tract of land lying in the Northeast Quarter (NE ¼) of Section 16, Township 24 South, Range 32 West of the 6th Principal Meridian more particularly described as follows: BEGINNING at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 16; thence South 00°05'50" East, 30.00 feet, to the POINT OF BEGINNING; thence North 90°00'00" East, 149.00 feet, along the south line of Schulman Avenue; thence South 00°05'50" East, 242.50 feet; thence North 90°00'00" East, 149.00 feet; thence North 00°05'50" West, 242.50 feet, to the South right-of-way line of said Schulman Avenue; thence North 90°00'00" East to the Point of Beginning; and EXCEPT Lot 2, Block 1, Lang Add; and EXCEPT the following tract in Section 16, commencing at the Southeast corner of said Section 16, thence South 89° 41' 58" West, along the South line of said Section, 476.74 feet; thence North 00° 06' 34" West, 64.59 feet to a point on the North right-of-way line of US Highway 50, said point being the Point of Beginning; thence continuing North 00° 06' 34" West, 278.77 feet, to the South Line of Lot 1, Block 1, Davis-Thompson Acres First Addition, thence South 89° 38' 56" West, 360.78 feet, along said South line to the to the Northeast corner of Lot 1, Block 1, Love's Subdivision; thence South 01° 33' 58" West, along the East line of said Lot, 278.55 feet, (Love's) to the North right-of-way line of US Highway 50, thence East along said right-of-way line to the Point of Beginning; and EXCEPT the following tract in Section 22, beginning at the intersection of the South right-of-way line of U.S. Highway 50/400 and the West line of the Northeast Quarter of Section 22, thence South 01°51'25" West, 1,460.58 feet, more or less, to the Northeast corner of Lot 2, Block 1, T P & L Industrial Park; thence North 88°14'35" West, 685.00 feet, along the boundary of Lot 2, Block 1, T P & L Industrial Park; thence North 01°36'09" East, 684.59 feet, along said boundary; thence North 88°08'35" West, 6.98 feet, along said boundary; North 01°51'25" West, 771.42 feet, along said boundary, to the South right-of-way line of U.S. Highway 50/400; thence East along said right-of-way, to the West line of the Northeast Quarter of Section 22; And EXCEPT the following tract, BEGINNING at a point on the East right-of-way line of U.S. Highway 50/83/400, said point being South 06°50'25" East and 693.17 feet from the North Quarter Corner of Section 9, Township 24 South, Range 32 West of the Sixth Principal Meridian, thence along said right-of-way, North 06°47'07" East 579.09 feet; thence North 75°54'33"

East 140.89 feet, to the South line of Mary Street; thence North 13°30'47" E 81.74 feet, to the North line of Mary Street; thence North 60°05'45" W 146.24 feet; thence North 0°57'20" W 310.67 feet; thence South 88°20'45" East 952.07 feet; thence South 01°39'15" W 380.00 feet to the North line of Mary Street; thence South 88°21'23" East 399.07 feet, along said line, to the Southeast corner of Lot 1, Block 1, O'Brate Addition; thence continuing South 88°21'23" East 210.13 feet along said line extended; thence continuing along the Northerly line of Mary Street, along a curve to the right, with a radius of 540.00 feet, an arc distance of 303.15 feet, with a chord bearing South 61°25'54" East 299.87 feet along said line; thence South 45°13'26" East 80.86 feet, along said line; thence South 89°46'34" East 21.21 feet along said line to the Northwesterly line of K-156; thence South 44°46'34" West 695.68 feet along said line; thence North 46°54'13" West, 75.00 feet; thence South 43°05'47" West, 150.00 feet; thence North 46°54'13" West, 500.00 feet; thence South 90°00'00" West, 111.95 feet; thence South 00°00'00" East, 367.80 feet, to the South line of Mary Street; thence South 90°00'00" West, 219.00 feet, along said South line; thence South 0°00'00" West, 625.00 feet; thence South 90°00'00" West, 671.43 feet; to the point of BEGINNING;(Mary St. between Bypass & K-156) and EXCEPT the following tract, commencing at the at the Northwest Corner of said Section 10, thence East along the North line of said Section, 32 feet; thence South on a line parallel with the West line of said Section, 398 feet, to the point of BEGINNING; thence East along a line parallel with the North line od said Section, 417 feet; thence South along a line parallel with the West line od said Section 208.5 feet to a point 32 feet east of the West line of said Section; thence West, along a line parallel with the North line of said Section, 417 feet; thence North 208.5 feet to the point of BEGINNING (Wildeman).

SECTION 2. That pursuant to K.S.A. 12-518, the City Clerk shall file certified copies of this Resolution with the county clerk, register of deeds, state transportation engineer and the county election commissioner.

ADOPTED by the Governing Body of the City of Garden City, Kansas on the 15th day of December, 2015.

Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

Old Business



MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 10 December 2015

RE: KANSAS AVENUE WIDENING PROJECT - RIGHT-OF-WAY

CITY COMMISSION

JANET A. DOLL,

Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

ISSUE

Governing Body consideration and approval of a Contract for Conveyance of Real Estate by Warranty Deed, for right-of-way and property for the Kansas Avenue widening project, from Normalea Ragel.

BACKGROUND

Glenn Knak, PE, Earles Engineering and Inspection, Inc., our right-of-way agent for this project has completed negotiations with Mrs. Ragel for her property at 310 E. Kansas Avenue. The Ragel property is being acquired in total as the widening of Kansas Avenue essentially eliminates functional use of the garage. Copies of the settlement documents are attached.

Previously, acquisition of the additional right-of-way and construction easements was completed on eight other parcels. A summary of the total right-of-way costs is attached. We are waiting for the documents to be returned on the final parcel.

ALTERNATIVES

- 1) The Governing Body may approve the contract and authorization to close on the property.
- 2) The Governing Body may defer action to a later date.

RECOMMENDATION

Staff recommends approval of the contract and authorization to close on the property.

FISCAL

The costs to acquire the right-of-way was funded with the 2014 G.O Bond issue. The total acquisition costs are within the project budget.

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

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



**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

December 2, 2015

Project: Kansas Avenue Widening from Main Street to Third Street
City of Garden City
KDOT Project No: 156-28 KA-2621-01

Location: Lot 5 Block 2 J.A. Stevens' Addition

Address: 310 E. Kansas Avenue
Garden City, KS

Mrs. Normalea Ragel
310 E. Kansas Avenue
Garden City, Kansas 67846

Dear Mrs. Ragel:

Attached is a contract for purchase of your property at 310 E. Kansas Avenue by Warranty Deed. Also attached is a copy of the Appraisal for the property listing the Appraised value for the property at \$153,000.00. The Appraisal was reviewed by a review Appraiser and the review Appraisal is also included.

Please review the contract and contact me with any questions you may have.

I am also requesting that you contact me at your convenience so that we may discuss relocation expenses and suitable housing for relocation.

If you have any further questions please feel free to call me at any time.

Sincerely:

Glenn D. Knak, P.E.
Right of Way Manager
Cell Phone 785-452-2111

Encl.

PROJECT: 156-28 ka-2621-01 DATE: 12/01/2015

PROJECT DESCRIPTION: Kansas Avenue Widening from Main Street to Third Street

COUNTY: Finney PARCEL NO.: 10

THE CITY OF GARDEN CITY, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this ____ day of _____ 2015, by and between:

Normalea Ragel
310 E. Kansas Avenue
Garden City, Kansas, 67846

landowner, and the City of Garden City of the State of Kansas

WITNESSETH, For consideration as hereinafter set forth, the landowner hereby agree to convey fee title to the City of Garden City by Warranty Deed to the following described real estate in the County of Finney, State of Kansas, to wit:

All of Lot Five (5) and the North Five Feet (N. 5') of Lot Six (6), of McAllisters Replat of Trinkle's Subdivision of Block Two (2), of Stevens Addition to Garden City, Finney county, Kansas.

IN WITNESS WHEREOF: The parties have hereunto signed this agreement the day and year first written above.

APPROVED BY:

THE CITY OF GARDEN CITY

LANDOWNER(S)

Janet A. Doll (Mayor)

Mrs. Normalea Ragel
Mrs. Normalea Ragel

Date

12-10-15
Date

BE IT REMEMBERED, that on the date signed below, before me the undersigned, a Notary Public for the state of Kansas aforesaid came the person who signed above and is personally known to me to be the same person who executed the above and foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESSS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

Debbie Berry
Notary Public

Date

12-10-15
Date

My Commission Expires

7-29-17
My Commission Expires

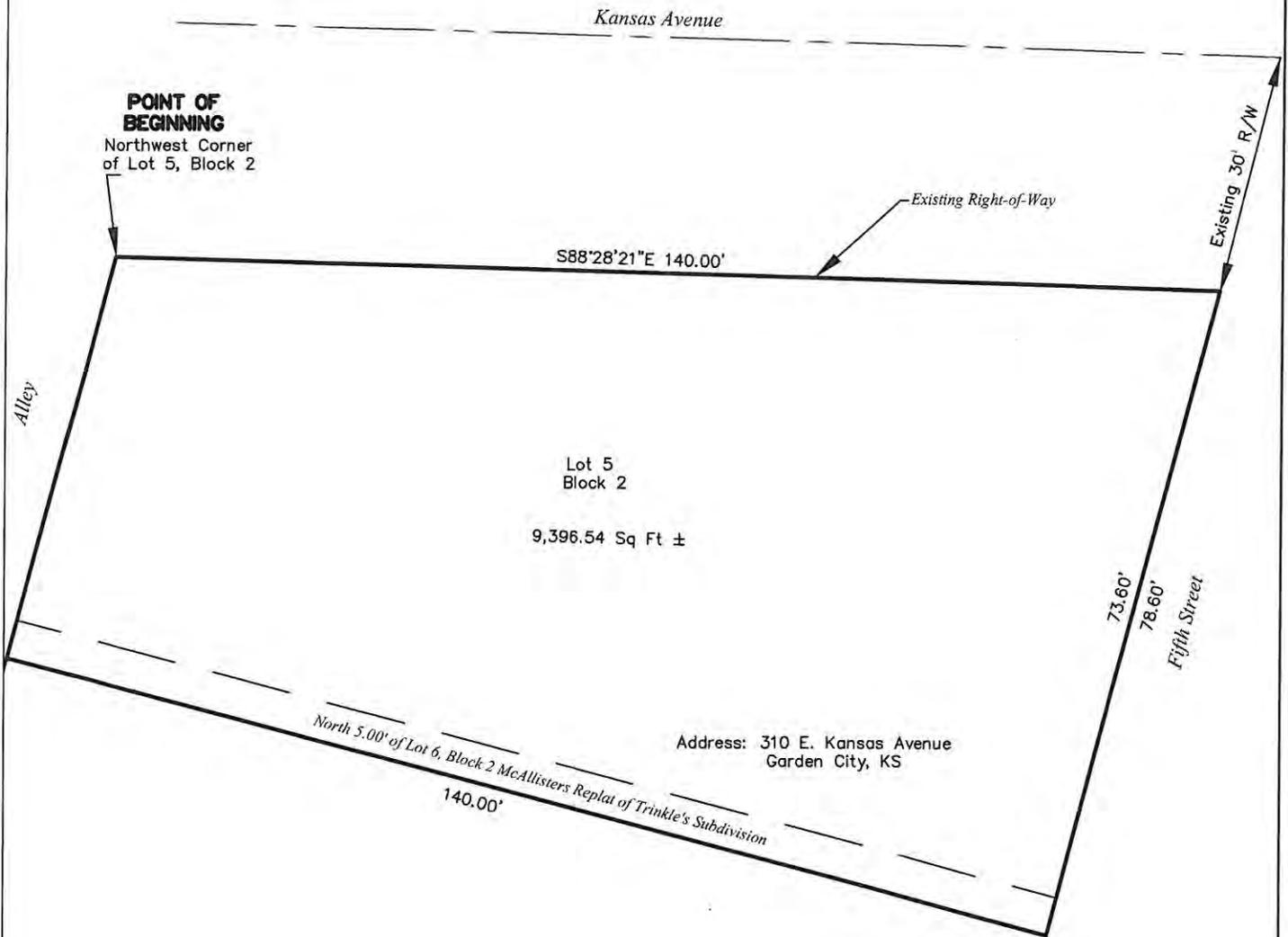




LEGAL DESCRIPTION

All of Lot Five (5) and the North 5 Feet of Lot Six (6), of McAllisters Replat of Trinkle's Subdivision of Block Two (2), of Stevens Addition to Garden City, Kansas

NOT TO SCALE



EARLES ENGINEERING & INSPECTION, INC.	
Engineers - Surveyors - Construction Inspectors	
115 W. Iron	211 North Kansas
Salina, Kansas 67401	Liberal, Kansas 67901
(785)309-1060	(620)626-8912
Email: earlesinc@earleseng.com	
FIELDWORK:	TR
DRAWN BY:	JR
CHECKED BY:	TR
DATE:	9/15/2015
FILE NUMBER:	15-23 #10
SHEET	1 OF 1
Lot 5, Block 2 J.A. Stevens' Addition to the City of Garden City, Finney County, Kansas	
City of Garden City	

Owner	Address	Status	SF (RW)	\$/SF (RW)	R/W \$	SF (T)	\$/SF (T)	Temp \$	Additional	
Pizza Hut	301 E. Kansas Ave.	Complete	854	\$ 7.00	\$ 5,978.00	1175	\$ 1.00	\$ 1,175.00	\$ -	
JIT Properties	305 E. Kansas Ave.	Complete	1558.04	\$ 6.00	\$ 9,348.24	861	\$ 2.80	\$ 2,410.80	\$ -	
Neal Messenger	401. E Kansas Ave.	Complete	229.66	\$ 8.00	\$ 1,837.28	290	\$ 1.00	\$ 290.00	\$ 700.00	
Neal Messenger	403 E. Kansas Ave.	Complete	267.48	\$ 8.00	\$ 2,139.84	250	\$ 1.00	\$ 250.00	\$ -	
Rupp Tire	407 E. Kansas Ave.	Complete	1141.28	\$ 7.00	\$ 7,988.96	700	\$ 1.00	\$ 700.00	\$ -	
Wildomar LLC	503 E. Kansas Ave.	Complete	435.59	\$ 7.00	\$ 3,049.13	750	\$ 1.00	\$ 750.00	\$ -	
Circle K Stores, Inc.	511 E. Kansas Ave.	Complete	715.12	\$ 8.39	\$ 6,000.00	750	\$ 2.00	\$ 1,500.00	\$ -	
Rottinghaus	210 E. Kansas Ave.	Complete	550.7	\$ 7.00	\$ 3,854.90	700	\$ 1.00	\$ 700.00	\$ -	
Maria Cerritos	1022 N. Sixth St.	Complete	716.8	\$ 7.00	\$ 5,017.60	700	\$ 1.00	\$ 700.00	\$ 4,200.00	
Normalea Ragel	310 E. Kansas Ave.	Complete	8823.57	\$ 17.34	\$ 153,000.00			\$ -	\$ -	
Ann Cao	406 E. Kansas Ave.	accepted offer	701.86	\$ 14.00	\$ 9,826.04	950	\$ 1.00	\$ 950.00	\$ -	
Total			11	15994.1	\$ 8.79	\$ 208,039.99	7126	\$ 1.28	\$ 9,425.80	\$ 4,900.00

Total
\$ 7,153.00
\$ 11,759.04
\$ 2,827.28
\$ 2,389.84
\$ 8,688.96
\$ 3,799.13
\$ 7,500.00
\$ 4,554.90
\$ 9,917.60
\$ 153,000.00
\$ 10,776.04
\$ 222,365.79

New Business



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

To: City Commission

Date: December 8, 2015

From: Melinda Hitz, Finance Director

RE: 2015 Transfers to Capital Improvement Reserve

Issue:

At year end some projects budgeted for in the General Fund have not been completed.

Discussion:

City Departments operate on an annual budget that is approved in August for the upcoming year. These budgets include projects, equipment and program expenses which relate to those departments. If these expenditures are not completed in the current budget year, the funds set aside would become unanticipated cash carry-over heading into the next year. Due to unforeseen circumstances there are times when departments are unable to complete what has been set out for them eighteen months earlier. It is recognized that these projects, programs and capital are an important part of the department's budget so instead of waiting for another budget cycle, have a process in place to transfer funds to be used in the upcoming year. This process is how the Capital Improvement Reserve fund was created.

Alternatives:

- 1) Do nothing; place those funds in cash balance, therefore cancelling the project.
- 2) Do nothing, place those funds in cash balance, and have the department present the projects for consideration in the next budget cycle (either 2016 or 2017).
- 3) Transfer the funds from the current year to the Capital Improvement Reserve to keep the project intact.

Recommendation:

Staff recommends the transfer of funds to the Capital Improvement Reserve as shown in the attachment.

Fiscal Note:

The 2015 transfers from the general fund total \$312,281.



	<u>PROJECT</u>	<u>DEPARTMENT</u>	<u>TRANSFER AMOUNT</u>
CITY COMMISSION JANET A. DOLL, Mayor ROY CESSNA MELVIN L. DALE DAN FANKHAUSER J. CHRISTOPHER LAW	Advisory Board	Human Resources 001-11-116-5210	\$3,000
	VOIP – Lease Payment	Information Technology 001-11-117-6100.04	\$40,081
	New Equipment Vehicles	Police 001-12-121-5370.15	\$10,000
		001-12-121-6100.08	\$25,000
		001-12-121-6110.08	\$15,000
	Uniforms	Police 001-12-123-5453	\$10,000
	Spraying Equipment	Parks 001-14-135-6100.19	\$32,000
	Department Relocate	Parks 001-14-135-5370.01	\$2,500
	Tree Trimming	Parks 001-14-135-6039	\$10,000
	Traffic Study	Street 001-21-133-5347.10	\$16,500
CITY ADMINISTRATIVE CENTER 301 N. 8 TH P.O. Box 998 GARDEN CITY, KS 67846-0998 620.276.1160 FAX 620.276.1169 www.garden-city.org	Shared Facilities	Street 001-21-133-5530.07	\$31,000
	Training	Zoo 001-14-142-5440.02	\$3,000
		001-14-144-5440.02	\$2,000
	Picnic Shelter	Zoo	



CITY COMMISSION

JANET A. DOLL,
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

Building Repair

Equipment

Columbarium

CAC – Electrical Upgrade

001-14-142-6100.18

Fire

001-15-151-5370.01

Fire

001-15-152-6100.08

Cemetery

001-16-161-6010

Capital Improvement

001-17-171-6026.01

\$21,000

\$13,500

\$4,200

\$10,000

\$63,500

TOTAL TRANSFER

\$312,281

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



To: City Commission
Date: December 10, 2015
From: Melinda Hitz, Finance Director
RE: 2015 Budget Amendments

CITY COMMISSION

JANET A. DOLL,
 Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

Issue

2015 Budget amendments are necessary to reflect actual 2015 expenditures.

Background

In November and December each year, City staff compares actual and December estimated expenditures to the authorized budget. Due to changes in programs, cash carryover, and additional revenues there is a need to amend the authorized budget.

Proposed are the following funds to amend and the justification.

Fund

Justification

Recreation Commission	Additional Revenue
Capital Improvement Reserve	Cash Carryover Additional Revenue
126a13 Revolving	Program Change
Special Recreation & Parks	Program Change Cash Carryover
Project Development	Program Change
Solid Waste	Cash Carryover

Alternatives

- 1) Amend budgets as shown on Amended Certificate.
- 2) Do not amend and have budget violations governed under KSA statute 79-2935.

Recommendation

Staff recommends the budget amendments, and seeks approval to publish the 2015 Proof of Publication for Amended Budget.

Fiscal Note

None

MATTHEW C. ALLEN
 City Manager

MELINDA A. HITZ, CPA
 Finance Director

RANDALL D. GRISSELL
 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

2015

**Notice of Budget Hearing for Amending the
2015 Budget**

The governing body of

CITY OF GARDEN CITY

will meet on the day of DECEMBER 29, 2015 at 9:00 AM at CITY ADMINISTRATIVE CENTER for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at SERVICE & FINANCE OFFICE and will be available at this hearing.

Summary of Amendments

Fund	2015 Adopted Budget			2015 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
REC COMMISSION	5.000	878,556	967,136	978,467
CAPITAL IMP RESV			132,250	250,000
12-6a13 REVOLVING			30,000	83,100
SPECIAL REC & PARKS			101,500	195,000
PROJECT DEVELOP			102,000	542,344
SOLID WASTE			3,124,750	3,487,500

MELINDA HITZ

Official Title: FINANCE DIRECTOR

To: City Commission
 From: Rachelle Powell
 Date: December 7, 2015
 RE: Task Order 3 – Taxilane and ARFF/Fuel Farm Access Road Reconstruction

Issue

Governing Body consideration and approval of Task Order Number 3 between the City of Garden City and HNTB for design services for Airport Improvement Program (AIP) 3-20-0024-38 - Taxilane and ARFF/Fuel Farm Access Road Reconstruction at Garden City Regional Airport.

Background

The City of Garden City entered into a Master Agreement for Professional Services with HNTB on January 21, 2014 and authorized HNTB services for the projects. Task Order 3 provides design and bidding services for the construction of airfield improvements consisting of Taxilane and ARFF/Fuel Farm Access Road Reconstruction. The FAA requires an independent analysis of the proposed fee. Steve Cottrell, Assistant to the City Manager conducted the analysis (enclosed) and finds the proposed fee is reasonable for the project.

Alternatives

1. Governing Body consideration and approval of Task Order Number 3 between the City of Garden City and HNTB for design services for Airport Improvement Program (AIP) 3-20-0024-38 - Taxilane and ARFF/Fuel Farm Access Road Reconstruction at Garden City Regional Airport.
2. Governing Body consideration and disapproval of Task Order Number 3 between the City of Garden City and HNTB for design services for Airport Improvement Program (AIP) 3-20-0024-38 - Taxilane and ARFF/Fuel Farm Access Road Reconstruction at Garden City Regional Airport.
3. Governing Body provide guidance for staff.

Recommendation

Governing Body consideration and approval of Task Order Number 3 between the City of Garden City and HNTB for design services for Airport Improvement Program (AIP) 3-20-0024-38 - Taxilane and ARFF/Fuel Farm Access Road Reconstruction at Garden City Regional Airport.

Fiscal Note

The entire AIP project (design and construction) will be bonded. The proposed FY2016 funding for the design is as follows:

Construction Design Services	\$169,548
<i>Federal Funds 90%</i>	<i>\$152,593</i>
<i>City Funds 10%</i>	<i>\$ 16,955</i>



MEMORANDUM

TO: Rachelle Powell, Director of Aviation

FROM: Steve Cottrell, Assistant to the City Manager

DATE: 1 December 2015

RE: Engineering services (Task Order No. 3) Independent Engineering Cost Analysis: AIP No. 3-20-0038 – Taxilane & Access Road design phase services

I have evaluated the scope of engineering services and fees for the referenced project. I have prepared an independent cost estimate and find that the fees for design phase services would be \$227,450.

In my opinion, the proposed fee of \$169,548 for the design phase services is reasonable for this project.

If additional information is needed, please let me know.

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

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

TASK ORDER NUMBER 3

Airfield Improvements – Taxilane and ARFF/Fuel Farm Access Road Reconstruction - Design

This Task Order is made as of _____, 20____, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated January 21, 2014 (the Agreement), between the City of Garden City, Kansas (Owner) and HNTB Corporation (HNTB). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Provide design and bidding services for the construction of Airfield Improvements consisting of Taxilane and ARFF/ Fuel Farm Access Road Reconstruction. To assist in the development of contract documents for the project, the following firms shall serve as sub consultants to HNTB: Cornerstone Professional Services shall provide topographic surveying services, Terracon Consultants Inc. shall provide geotechnical engineering services, and Aviation Alliance, Inc. shall provide electrical engineering services.

Section A. – Scope of Services

A.1. HNTB shall perform the following Services:

1. Project Management:
 - a. Perform project management; contract administration; Owner and FAA coordination; and sub consultant management of Cornerstone, Terracon, and Aviation Alliance.
2. 30% Preliminary Design:
 - a. Conduct project kickoff meeting via conference call
 - b. Prepare FAA grant application
 - c. Prepare KDHE permit
 - d. Prepare Storm Water Pollution Prevention Plan (SWPPP)
 - e. Review record drawings
 - f. Perform topographic survey. The following tasks shall be completed within the survey area limits presented in **Attachment A** and performed by Cornerstone Professional Services:
 - i. Coordinate access to the project site with Rachelle Powell, Airport Director.
 - ii. Contact Kansas One-Call a minimum of 72 hours prior to survey activities.
 - iii. Obtain horizontal and vertical control using Kansas state plane coordinates. Establish two control points that can be used by the Contractor during construction to control horizontal and vertical alignments.
 - iv. Establish centerline of Taxiway A and adjacent Taxilanes
 - v. Establish centerline of ARFF Access Roadway.
 - vi. Locate existing pavement edges and depict existing pavement's surface type (concrete, asphalt, gravel, etc.).
 - vii. Obtain elevation of existing concrete joint intersections (survey all joints).

- viii. For asphalt pavement, collect centerline and edge of pavement elevations every 25'
- ix. Provide cross sections along the paved areas every 50'
- x. Obtain elevations of existing ground using a 25 foot by 25 foot survey grid pattern.
- xi. Establish horizontal and vertical center position of structures such as manholes, concrete pads, fences, etc.
- xii. Locate any existing drainage features, drainage ditches, invert elevations of drainage structures, etc.
- xiii. Locate the horizontal and vertical position of all visible utilities and the horizontal position of all underground utilities.
- xiv. Locate all airfield lighting infrastructure (ie. Lights, signs etc.)
- g. Review/Process topographic Survey
- h. Perform Geotechnical Engineering Analysis. The following tasks are referenced in **Attachment B** and shall be performed by Terracon:
 - i. Coordinate with Kansas One-Call at least 72 hours prior to drilling activities
 - ii. Coordinate drill rig access to the project site with Rachele Powell, Airport Director.
 - iii. A total of nine (9) borings will be drilled at the site
 - a. Six (6) pavement cores will be performed to evaluate the existing pavement. In addition, subgrade samples will be collected to a depth of 5 feet at these locations.
 - b. Three (3) borings will be drilled to a depth of 10 feet.
 - iv. The cores/borings will be backfilled and patched with quick-set grout upon completion.
 - v. Seven (7) bulk samples will be obtained of the near-surface subgrade soils.
 - vi. Lab testing will include moisture content, up to nine (9) Atterberg Limits tests, up to four (4) grain size analyses (including hydrometer), two (2) soluble sulfate tests, seven (7) standard Proctor tests, and seven (7) CBR tests.
 - a. The Proctor and CBR tests will be performed on a native composite sample of the subgrade materials, as well as the subgrade soils treated with hydrated lime, fly ash, and CKD (2 application rates per treatment method).
 - vii. A report will be provided including boring logs, field observations and methods, a photo log of the pavement core samples, laboratory test results, and recommendations for earthwork and pavement subgrade preparation.
- i. Review Geotechnical Report
- j. Taxilane Pavement Design (FAARFIELD method)
- k. Access road pavement design (AASHTO method)
- l. Life Cycle Cost Analysis
- m. Determine design criteria (Taxiway Design Group, Airplane Design Group)
- n. Taxilane geometric layout and AeroTURN analysis
- o. Develop existing surface
- p. Develop base files
- q. Determine demolition limits
- r. Develop proposed geometry and surface
 - i. Horizontal alignments
 - ii. Vertical alignments

- s. Develop joint layout
 - t. Grading and drainage design
 - u. Underdrain design (horizontal and vertical)
 - v. Erosion control layout
 - w. Marking layout
 - x. Perform Electrical Engineering services. The following tasks shall be performed by Aviation Alliance, Inc.:
 - i. Develop preliminary lighting and signage layouts for taxiway within the project limits
 - ii. Develop preliminary conduit layout and duct bank.
 - iii. Develop preliminary electrical load calculations
 - y. Prepare 30% Submittal
 - i. Prepare 30% Engineer's Report
 - ii. Develop 30% Quantities and Engineer's Estimate
 - iii. Prepare 30% Plans
 - v. Perform Quality Assurance/Quality Control (QA/QC) review
 - w. Review 30% Submittal and Field Check with Owner @ GCK (2 people)
 - x. Formally Address Owner and FAA Comments
3. 90% Submittal:
- a. Prepare and submit FAA form 7460
 - b. Prepare Construction Safety and Phasing Plan (CSPP)
 - c. Prepare 90% Engineer's Report
 - d. Develop 90% Quantities and Engineer's Estimate
 - e. Prepare 90% Plans
 - f. Prepare 90% Specifications
 - g. Perform Quality Assurance/Quality Control (QA/QC) review
 - h. Review 90% Submittal and Field Check with Owner @ GCK (2 people)
 - i. Formally Address Owner and FAA Comments
4. Bidding Services:
- a. Assist Owner with Advertisement
 - b. Prepare/Distribute Issued for Bid (IFB) Documents
 - i. Prepare IFB Quantities and Engineer's Estimate
 - ii. Prepare IFB Plans
 - iii. Prepare IFB Specifications
 - c. Prepare and maintain plan holder's list
 - d. Conduct Pre-Bid Meeting @ GCK (2 people)
 - e. Answer Contractor Questions
 - f. Prepare Addenda
 - g. Conduct Bid Opening via conference call
 - h. Develop bid tabulation and make recommendation of award to Owner
 - i. Prepare grant application
 - j. Prepare construction contracts

A.2. The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the Owner.

1. Additional site improvements not associated with and beyond the topographic survey limits
2. Physical locating of existing underground airport utilities through the use of ground-penetrating radar, utility potholing, or any other method. HNTB shall conduct a search for existing underground airport utility information based solely on Owner records.

3. HNTB Representative attendance at Bid Opening
4. Issued for Construction Plans and Specifications
5. Construction Observation Services
6. Project closeout services
7. Update of airport pavement management system report
8. Update of Airport Layout Plan drawings

A.3. In conjunction with the performance of the foregoing Services, HNTB shall provide the following submittals/deliverables (Documents) to Owner:

1. Project Management
 - a. Quarterly FAA Performance Reports
 - b. FAA Sponsor Certifications
 - c. SF 271 Form and Grant Drawdown Summary (electronic)
 - d. SF 425 Form (electronic)
 - e. Pre-Design Meeting Minutes (electronic)
 - f. Written response to all FAA and City comments
2. 30% Preliminary Design:
 - a. Grant Application (electronic)
 - b. KDHE Permit
 - c. Storm Water Pollution Prevention Plan (SWPPP)
 - d. 30% submittal shall include 30% Engineer's Report (including Engineer's estimate of construction cost) and 30% Plan Set. HNTB shall submit three (3) copies to the Owner and electronic copies to the FAA for review.
3. 90% Submittal:
 - a. Construction Safety and Phasing Plan (CSPP)
 - b. 90% submittal shall include 90% Engineer's Report, 90% Plan Set and 90% Specifications Manual. HNTB shall submit three (3) copies of each document to the Owner and electronic copies of each document to the FAA for review. Drawings to be included in the plan set are listed in **Attachment C**. Specifications to be prepared for the Specifications Manual are listed in **Attachment D**.
4. Bidding Services:
 - a. Issued for Bid (IFB) Submittal shall include IFB Plan Set and Specifications Manual. HNTB shall submit three (3) copies to the Owner, one (1) copy to a maximum of four (4) plan houses, one (1) copy to FAA, and copies to potential bidders as requested.
 - b. Addenda (if any) submitted electronically
 - c. Grant Application submitted electronically for Owner review. Upon Owner approval, two (2) copies shall be submitted to Owner for execution and submission to the FAA.
 - d. Construction contracts. HNTB shall submit six (6) copies to the Contractor for processing and submission to Owner. Upon execution, the Owner shall distribute the Construction Contracts as follows: three (3) copies to Owner, one (1) copy to Contractor, one (1) copy to FAA, and one (1) copy to HNTB.

Section B. - Schedule

HNTB shall perform the Services and deliver the related Documents (if any) according to the following schedule:

- An executed Task Order shall constitute a Notice to Proceed (NTP) by the Owner.
- 30% submittal shall be submitted to the Owner and FAA for review within sixty (60) calendar days of receipt of approved survey and geotechnical report.
- Owner and FAA 30% review is expected to be completed within fourteen (14) calendar days. This duration is not under the control of HNTB.
- 90% submittal shall be submitted to the Owner and FAA for review within thirty (30) calendar days from receipt of 30% Comments.
- Owner and FAA 90% review is expected to be completed within fourteen (14) calendar days. This duration is not under the control of HNTB.
- IFB documents will be submitted to the Owner and FAA within ten (10) calendar days from receipt of 90% comments
- The bid tabulation, recommendation of award, and FAA Grant Application will be submitted to the Owner within seven (7) calendar days of the bid opening
- Construction Contracts will be submitted to the successful bidder within seven (7) calendar days of the Owner's approval of the successful bidder.

Section C. - Compensation

- C.1. For performing the Services identified within **Section A - Scope of Services**, the Owner shall pay HNTB a lump sum amount of **\$169,548.00**. HNTB may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the Services actually rendered, within the total lump sum amount.
- C.2. The lump sum includes compensation for the Services, subconsultant costs, if any, and appropriate factors for labor, overhead, profit, and Reimbursable Expenses.
- C.3. Although HNTB recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the Services or the Project; (b) conditions under which the Services are required to be performed; or (c) duration of the Services, if a change in the Schedule warrants such adjustment in accordance with the terms of this Agreement.
- C.4. Any services rendered by HNTB beyond those described in **Section A - Scope of Services** shall be compensated on the same basis set forth in paragraph C.1.
- C.5. HNTB's estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, Owner shall agree in writing to additional compensation exceeding said estimated amount.
- C.6. Progress Payments: Owner shall make monthly periodic progress payments for Services. The amounts due for Additional Services will also be invoiced monthly. Invoices shall be due and payable upon receipt.
- C.7. Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.
- C.8. Timing of Services: The total compensation is based on the Services being performed according to the approved schedule and completed within six (6) months of the Owner written NTP. Should the time to complete the Services extend beyond this period, HNTB and Owner agree to negotiate an equitable change to the compensation maximum or to provide Additional Services on the basis set forth herein.

Section D. - Owner's Responsibilities

Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of HNTB. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

1. Provide an original executed Task Order and written NTP.
2. Make documents such as record drawings and other pertinent airport reports available to HNTB.
3. Review all HNTB submittals and make decisions that affect the project in a timely manner to avoid schedule delays.
4. Provide information regarding local requirements regarding construction contracts (e.g., insurance limits) that shall be incorporated into the Special Provisions to HNTB.

Section E. - Other Provisions

The parties agree to the following provision with respect to this specific Task Order:

- HNTB shall comply with the Federal requirements set forth in **Attachment E**, Federal Contract Provisions Attachment, attached hereto.

No other provisions are incorporated.

IN WITNESS WHEREOF, Owner and HNTB have executed this Task Order.

City of Garden City, Kansas
(Owner)

Signature _____

Name _____

Title _____

Date _____

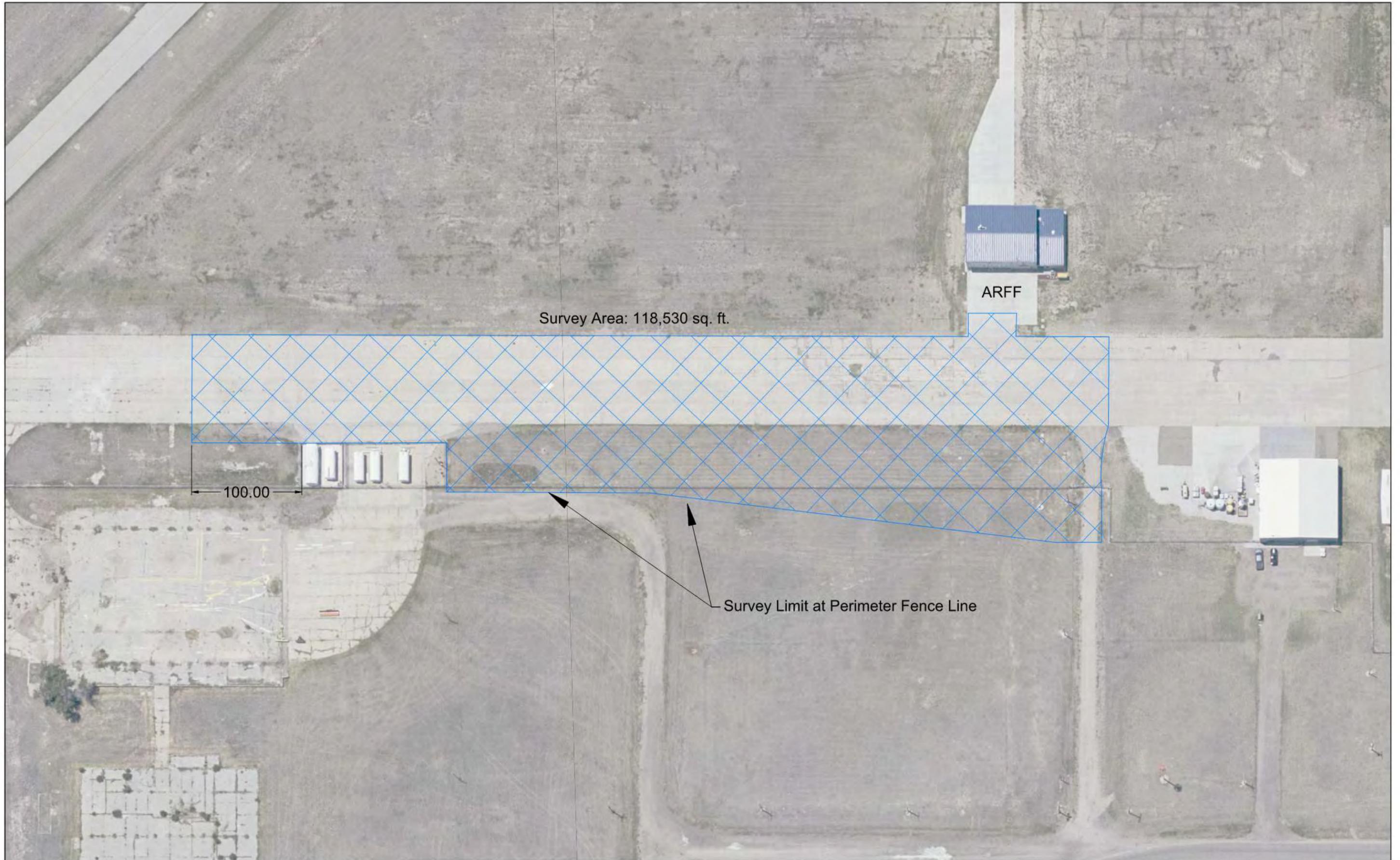
HNTB Corporation
(HNTB)

Signature  _____

Name Kevin Wallace, P.E. _____

Title Vice President _____

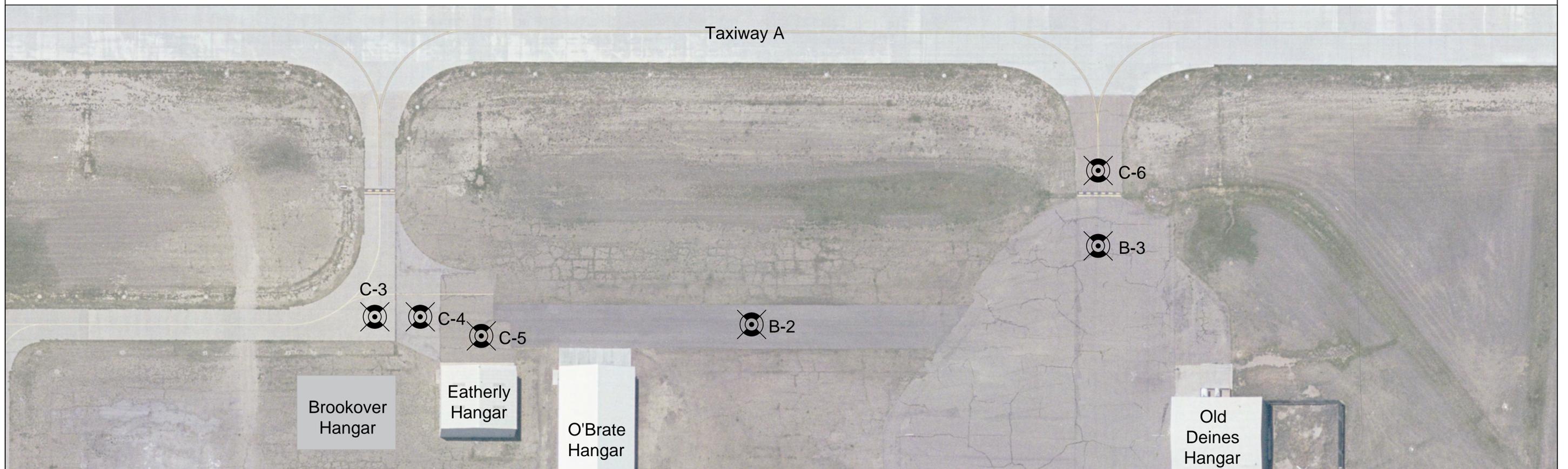
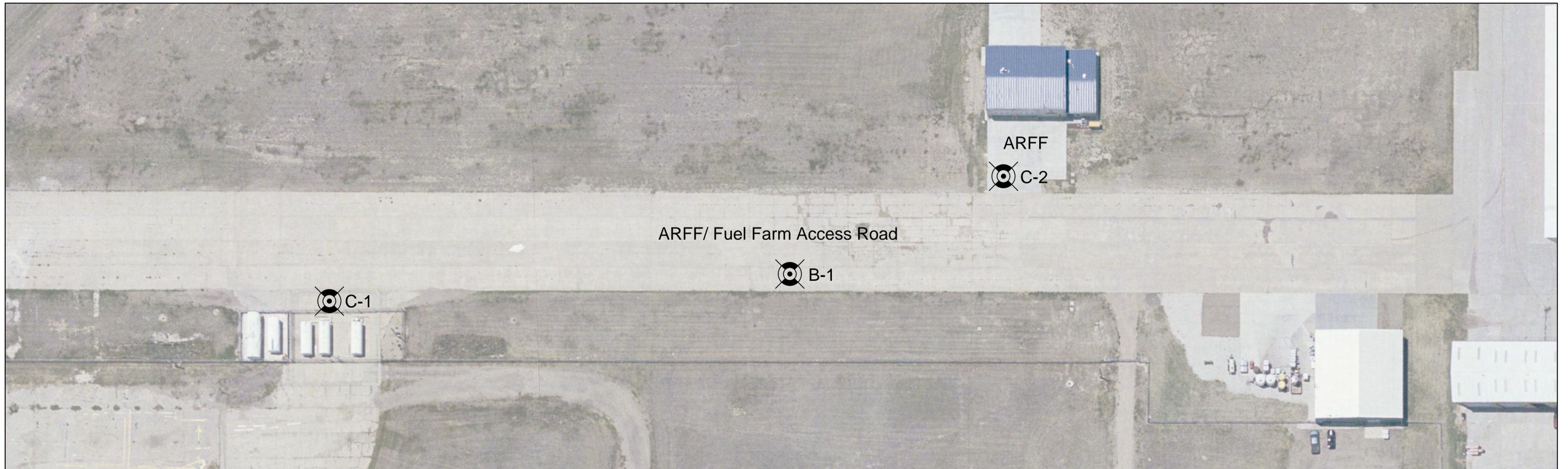
Date 11/20/15 _____



Attachment A: GCK - ARFF/ Fuel Farm Access Road - Survey Area Limits



Attachment A GCK - Taxilane Reconstruction - Survey Area Limits



Attachment B GCK - Taxilane & ARFF/ Fuel Farm Access Road - Boring and Coring Locations

Attachment C – List of Plans

Plan Sheet Designation and Title		30% Submittal	90% Submittal
--	Cover, Index of Sheets	X	X
G	Summary of Quantities and General Abbreviations	X	X
G	General Airport Site Plan and Survey Control Plan	X	X
G	Safety and Phasing Plan	X	X
G	Safety and Phasing Details		X
G	Geometric Layout & Survey Control Plan	X	X
G	Typical Sections	X	X
CD	Demolition Plans	X	X
CD	Demolition Details		X
CG	Grading and Drainage Plans	X	X
CG	Grading and Drainage Details		X
CG	Erosion Control Details		X
CP	Paving Plan/Profile	X	X
CJ	Joint Elevation Plans		X
CJ	Pavement Joint Details		X
CM	Marking Plans	X	X
CM	Marking Details		X
CX	Cross Sections		X
E	Electrical Demolition	X	X
E	Electrical Plan	X	X
E	Electrical Details		X
E	Light Fixture Schedule		X

Attachment D – List of Specifications

Specification Title
Front, Inside, Back Covers
Bid Requirements Checklist
Engineer's Seal(s) Pages
Table of Contents
Notice to Bidders
Instruction to Bidders
FAA General Provisions
Supplementary Provisions
Technical Specifications Table of Contents
FAA Specifications
P-101 Surface Preparation
P-102 Maintenance of Traffic
P-105 Mobilization
P-151 Clearing and Grubbing
P-152 Excavation and Embankment
P-156 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
P-155, 157 or 158 Lime, Cement Kiln Dust or Fly Ash Treated Subgrade (determined upon review of geotechnical investigation)
P-159 Geotextile Fabric
P-401 Plant Mix Bituminous Pavements
P-403 Plant Mix Bituminous Pavements (Base, Leveling or Surface Course)
P-501 Portland Cement Concrete Pavement
P-602 Bituminous Prime Coat
P-603 Bituminous Tack Coat
P-605 Joint Sealing Filler
P-610 Structural Portland Cement Concrete
P-620 Runway and Taxiway Painting
D-701 Pipe for Storm Drains and Culverts
D-705 Pipe Underdrains for Airports
D-751 Manholes, Catch Basins, Inlets and Inspection Holes
T-901 Seeding
T-908 Mulching
L-100 Electrical Work – General
L-108 Underground Power Cable for Airports
L-110 Airport Underground Electrical Duct Banks and Conduits

Specification Title
L-115 Electrical Manholes and Junction Structures
L-125 Airport Lighting
Appendix
AC 150/5340-1L
AC 150/5370-2F
AC 150/5345-53C, App. 3
Geotechnical Report
Construction Safety and Phasing Plan (CSPP)
Contract Proposal
Contract Proposal
Buy American Certification
DBE Utilization Statement
Performance Bond
Payment Bond
Contract Agreement

Attachment E

FEDERAL CONTRACT PROVISIONS ATTACHMENT

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E). ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

(Reference: 49 USC § 47123)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES

1) Title VI Solicitation Notice

(Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2) Title VI Clauses for Compliance with Nondiscrimination Requirements

(Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the contractor under the contract until the contractor complies; and/or

- ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3) **Title VI List of Pertinent Nondiscrimination Authorities**

(Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

(Reference: 49 CFR part 26)

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration

RIGHT TO INVENTIONS

(Reference 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

(Reference: 49 CFR part 30))

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

(Reference 2 CFR § 200 Appendix II(B))

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$100,000

BREACH OF CONTRACT TERMS

(Reference 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

(Reference: 49 CFR § 18.36(i)(12))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.



Scope of Services/Fee Estimate

Project: Taxilane and ARFF/Fuel Farm Access Road Reconstruction
Location: Garden City Regional Airport
Client: City of Garden City, Kansas

Date: 11/9/15
By: RAS
Revised: LMM

Main table with columns for Labor Required (PIC, DM, QC, PM, Jr. Eng, Tech, Admin, Total Labor Cost), Expenses Required (Mile, Parking, Flight, Hotel, Car, Fuel, Meals, 8.5x11 B&W, 11x17 B&W, 8.5x11 Color, 11x17 Color, Plots, Color Plots, Reports, Ship, Total Expense Cost, Total Task Cost), and various task descriptions under Project Management and Design Phase.



Scope of Services/Fee Estimate

Project: Taxilane and ARFF/Fuel Farm Access Road Reconstruction
Location: Garden City Regional Airport
Client: City of Garden City, Kansas

Date: 11/9/15
By: RAS
Revised: LMM

Main table with columns for Labor Required (PIC, DM, QC, PM, Jr. Eng, Tech, Admin, Total Labor Cost), Expenses Required (Mile, Parking, Flight, Hotel, Car, Fuel, Meals, 8.5x11 B&W, 11x17 B&W, 8.5x11 Color, 11x17 Color, Plots, Color Plots, Reports, Ship, Total Expense Cost, Total Task Cost), and various task descriptions.



Memo

To: Mayor and City Commission
From: Kaleb Kentner
CC: Matt Allen, File
Date: December 8, 2015
Re: Interlocal Agreement for Neighborhood & Development Services between the City of Garden City and Finney County.

NEIGHBORHOOD
&
DEVELOPMENT
SERVICES

DEPARTMENT
SERVING

GARDEN CITY
HOLCOMB

AND
FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

inspection@garden-city.org

CODE COMPLIANCE

620-276-1120

code@garden-city.org

**PLANNING AND
ZONING**

620-276-1170

planning@garden-city.org

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1170

FAX 620.276.1173

www.garden-city.org

ISSUE: Interlocal Agreement for Neighborhood & Development Services between the City of Garden City and Finney County.

BACKGROUND: The interlocal agreement was last updated and adopted in September of 2014. The document was also reviewed for grammatical and formatting items. The County Commission requested earlier this year for staff to review the agreement and to consider simplifying the payment of services and provide a clear ability to allow the commission to waive fees and fines for projects in the county. The following are the major changes made to the interlocal agreement that address the County Commission request:

(A.) In section 10, b. it allows the county the ability to waive applicable fees for mileage, zoning fees, building permits, subdivision fees, penalty fees and additional or recall inspections, up to eighty percent (80%) of the fee value. COUNTY shall reimburse CITY for all waived fees. The purpose for this is services are still required and will be provided even if fees are waived and the tax payers would be subsidizing those waivers for the County.

(B.) In section 10, cc. The fee structure has changed to a flat fee of \$185,000 to cover a portion of inspections, code compliance, planning and zoning fees provided by the City's Neighborhood and Development Services Department including operational expense, such as, but not limited to, fuel, insurance, equipment, and office materials for the specified services. The fee each subsequent annual term of agreement will increase by no more than 5%. In 2015, the County paid \$178,634.13 for services.

On December 7, 2015 the County approved the signing of the attached agreement.

ALTERNATIVES:

1. Adopt the interlocal agreement.
2. Amend the interlocal agreement.
3. Take no action and maintain the existing agreement.

RECOMMENDATION: Staff would recommend Alternative 1.

FISCAL NOTE: Year one will be \$185,000 and will increase by no more than 5% each year. The agreement should be revised annually to assure expenses and services are appropriate based on expected and actual services.

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GARDEN CITY, KANSAS
AND THE COUNTY OF FINNEY, KANSAS

THIS INTERLOCAL AGREEMENT (Agreement) made and entered into this ____ day of December, 2015, by and between the CITY OF GARDEN CITY, KANSAS, a municipal corporation (CITY), and the COUNTY OF FINNEY, KANSAS (COUNTY).

WHEREAS, it is the desire of CITY and COUNTY to make the most efficient use of their powers by cooperating to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the community; and

WHEREAS, CITY and COUNTY have expressed a desire to consolidate resources and services to provide for uniformity in building codes and building code inspection and enforcement, and public nuisance abatement in CITY and COUNTY; and

WHEREAS, CITY and COUNTY previously entered into agreements, dated April 26, 1994, June 19, 1995, June 22, 1999, October 2, 2001, September 14, 2004, May 15, 2006, July 12, 2006, July 23, 2007, June 16, 2008, February 15, 2011, and September 2, 2014, for such purposes, and the latest edition of the agreement now needs to be amended.

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

1. **DEFINITIONS.** The following definitions shall apply to this Agreement

Building Codes: Any and all codes incorporating by reference the 2009 Editions of the following: International Building Code, International Residential Code, International Existing Building Code, ICC Performance Code for Buildings and Facilities, ICC Electrical Code- Administrative Provisions, International Plumbing Code, International Mechanical Code, and the International Fuel Gas Code, as they may be amended from time to time by CITY.

Inoperable Vehicle: As defined in COUNTY Resolution No. 25-2010.

Public Nuisance: As defined in COUNTY Resolution No. 25-2010.

2. **AUTHORITY TO CONTRACT.** CITY and COUNTY possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, K.S.A. 12-2908 *et seq.*, K.S.A. 19-101, and K.A.A. 19-101a, and the Kansas Constitution, Article 12, Sec. 5.
3. **ADOPTION.** CITY and COUNTY shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion.
4. **DURATION.** This Agreement shall be for a term of one (1) year beginning January 1, 2016, and ending December 31, 2016. This Agreement shall thereafter automatically

be renewed for one (1) year terms, unless either party gives the other party written notice of intent to terminate on or before July 1st of any annual term.

5. **SEPARATE ENTITY/ADMINISTRATION.** It is not the intent of CITY and COUNTY to create a separate legal or administrative entity to perform the functions of this Agreement. The City Manager of CITY and the County Administrator of COUNTY shall be responsible for administration of this Agreement, subject to approval by the governing bodies of CITY and COUNTY.
6. **MANNER OF FINANCING.** The manner of financing to support the purpose of this Agreement shall be through expenditure of general funds as appropriated annually by CITY and/or COUNTY.
7. **TERMINATION.** This Agreement may be terminated by either party, for any reason, at the end of any term, by giving written notice to the other party, on or before July 1st of any annual term.
8. **REVIEW.** The parties agree to review this Agreement in June 2016, and each June thereafter, to determine if any mutually agreed revisions need to be made to the Agreement, including but not limited to any revisions for credits or payments due hereunder.
9. **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 ninety (90) days prior to the date of termination. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of default.
10. **PURPOSE.** The purpose of this Agreement is to provide for the consolidation and coordination of, (a) building code inspection and enforcement of building codes in CITY and COUNTY to include the functions of planning, zoning, and subdivision regulation as specified herein, (b) public nuisance complaint investigation and abatement, and (c) the other specifically designated codes, regulations, or functions set forth below. The specific responsibilities of each of the parties shall be as follows:
 - a. CITY shall assume all responsibility for building code inspection and enforcement in CITY and COUNTY. CITY shall issue all licenses, permits, and collect all applicable fees.
 - i. CITY shall also assume all responsibility for building code inspection and enforcement and the issuance of licenses, permits and collections of all applicable fees for all areas of COUNTY, including all residential, commercial, public, and/or industrial facilities not otherwise exempt under paragraph 11 of this Agreement.

- b. All fees paid for licenses, permits, or any other assessments, shall be the sole property of CITY. On a case by case basis, COUNTY may waive applicable fees in COUNTY for mileage, zoning fees, building permits, subdivision fees, penalty fees and additional or recall inspections, up to eighty percent (80%) of the fee value. COUNTY shall reimburse CITY for all waived fees.
- c. All personnel involved in building code inspection and enforcement shall be employees of CITY, under the exclusive direction and control of CITY.
- d. CITY shall administer and enforce the Floodplain Regulations within COUNTY, with assistance provided by COUNTY, as set forth in this Agreement.
- e. CITY shall administer and enforce the Environmental Code of COUNTY, including new septic tank and system inspection. CITY is authorized to contract with a third party for the services to be provided in this paragraph. Should CITY be unable to contract for these services, CITY and COUNTY shall renegotiate the enforcement of the Environmental Code with COUNTY.
- f. CITY, through its Code Compliance Officer (Compliance Officer) is designated by COUNTY, and is authorized to act as Compliance Officer, as provided by COUNTY Resolution No. 25-2010 (Resolution No. 25-2010). At the request of COUNTY, Compliance Officer shall investigate and verify public nuisances, as defined by Resolution No. 25-2010. COUNTY will provide, legal advice, and timely prosecution for implementation of Resolution No. 25-2010. It is the intent of the parties that the Compliance Officer employed by CITY shall be involved in implementation of Resolution No. 25-2010. Hearing, abatement, appeal, assessment, and prosecution proceedings and provisions of Resolution No. 25-2010 shall be the exclusive responsibility of COUNTY, although CITY agrees that its Compliance Officer shall participate at the same level of input and cooperation as the employee does for CITY Code of Ordinances enforcement. The provisions of this subparagraph (f) shall be reviewed annually. COUNTY agrees to review the need for additional staff and fiscal support to the administration of COUNTY Resolution No. 18-2005 should time, expense, utilization of existing personnel and new workload warrant.
- g. CITY shall provide staff support to the Finney County Board of Zoning Appeals.
- h. CITY shall continue to update and revise the field survey of all areas of the COUNTY to determine proper land use of public and private real property in accordance with all controlling land use and zoning plans, rules, and regulations. The field survey by CITY shall be performed on a continual basis.
- i. CITY shall timely enforce all applicable building codes and respond in a timely manner to all complaints and alleged violations of building codes. CITY agrees that building codes shall be equally enforced throughout the inspection area.

- j. CITY agrees to allow COUNTY to appoint a representative to the Building Safety Board of Appeals.
- k. CITY shall provide COUNTY with periodic reports regarding Code Compliance, Building Inspections and Planning and Zoning.

COUNTY:

- aa. COUNTY shall adopt Chapter 18 of the Code of Ordinances of CITY with the exception of Article VII- Television and Radio Antennas and Article XIII – Housing Code.
- bb. COUNTY shall take the necessary action to empower and authorize employees of CITY to carry out and enforce Chapter 18 of the Code of Ordinances of CITY, as it exists at the time of approval of this Agreement or as it may be amended from time to time (with exceptions of Article VII – Television and Radio Antennas and Article XIII – Housing Code), COUNTY zoning ordinances and regulations, and COUNTY environmental code, in the COUNTY to the extent of CITY’s responsibilities set forth in paragraphs 10(a) and 10(e) above.
- cc. COUNTY shall make an annual payment to CITY to cover a portion of the expenses of CITY’s Neighborhood & Development Services Department which includes inspections, code compliance, planning and zoning, to cover a portion of services in the following amount:

January 1, 2016 to December 31, 2016 - \$185,000.00

Thereafter, each subsequent annual term of this Agreement, the fee shall increase by no more than 5%. The percentage increase is spread over the total annual term of this Agreement, the CITY Neighborhood & Development Services Department budget to cover operational expenses, such as, but not limited to, fuel, insurance, equipment, and office materials for the specified services provided to the COUNTY.

The payment shall also be used to cover the cost associated with operation of the Finney County Board of Zoning Appeals. Payment amounts may be evaluated, annually, as needed based on services rendered.

- dd. COUNTY shall take action to abate and/or timely prosecute, through the office of the COUNTY Counselor or COUNTY Attorney, in the District Court of Finney County, Kansas, all complaint violations of Resolution No. 25-2010 and all other controlling codes.
- ee. COUNTY shall provide assistance for the COUNTY Assessor and COUNTY Engineer, reference the identification of agricultural structures that may be placed in a

FEMA Flood Hazard Zone Area after the approval of this Agreement. (Such structures are exempt from building permitting as outlined in Paragraph 11.) Upon notification of a potential structure location, CITY shall evaluate whether the identified structure is in a FEMA Flood Hazard Zone Area. The COUNTY Engineer shall provide elevation data on specified structures upon request by CITY.

- ff. COUNTY shall allow CITY to connect data processing equipment to COUNTY equipment as to allow CITY access to real property and special assessment records.
 - gg. COUNTY shall provide to CITY, reproducible base maps for CITY's maintenance and creation of maps for planning and zoning functions within COUNTY. CITY shall maintain and update, as required, reproducible maps relating to the Finney County Comprehensive Plan and the Finney County Zoning Regulations.
11. **EXEMPTIONS FROM BUILDING CODES.** The parties agree that all individuals and entities engaged in agricultural pursuits, on land designated Agricultural by the Finney County Zoning Regulations, in all areas of COUNTY, shall be exempt from application of the building codes to be enforced by CITY, as outlined in the Finney County Zoning Regulations.
 12. **LEGAL RESPONSIBILITY.** It is not the intent of CITY or COUNTY to relieve either party of any obligation or responsibility imposed upon a party by law.
 13. **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 COUNTY for any obligations required under the terms and conditions of this Agreement pursuant to the notice requirements set forth herein.
 14. **EFFECTIVE DATE.** This Agreement shall take effect on January 1, 2016, and after its approval by the Board of County Commissioners of COUNTY, and the City Commission of CITY.
 15. **PREVIOUS INTERLOCAL AGREEMENT.** The parties agree that this Agreement shall supersede and replace the previous interlocal agreement of September 2014, which shall be deemed to be terminated by the parties as of the effective date of this Agreement.
 16. **GENERAL COVENANTS.**
 - a. All notices which are required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, and addressed as follows:

- i. If to CITY: City Manager
P.O. Box 998
Garden City, Kansas 67846

- ii. If to COUNTY: County Administrator
P.O. Box M
Garden City, Kansas 67846

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

- b. This document incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the purpose covered by this Agreement.
- 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, subject to approval of the governing body of each party.
- e. This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated herein.

CITY OF GARDEN CITY, KANSAS

By _____
Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

COUNTY OF FINNEY, KANSAS

By _____
Duane Drees, Chairman

ATTEST:

Elsa Ulrich, County Clerk

STATE OF KANSAS)
) SS.
COUNTY OF FINNEY)

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

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

Notary Public

My Commission Expires:

STATE OF KANSAS)
) SS.
COUNTY OF FINNEY)

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

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

Notary Public

My Commission Expires:



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 : December 11, 2015
RE : Residential Electric Customer Charge

ISSUE:

Governing Body consideration of lowering the Residential Electric Monthly Customer Charge, and reducing the amount of revenue that currently is directed into cash reserves.

BACKGROUND:

The Governing Body, at its pre-meeting held on November 17, 2015, after being provided an update (attached) on power supply costs, and cash reserve levels, discussed the possibilities / options of reducing the Residential Electric Customer Charge. The amount of the reduction in the Customer Charge discussed, would reduce the annual transfer into the reserve fund by approximately \$400,000.

The current Residential Customer Charge of \$22.50 per month, established in February, 2012 was designed to allow the City to remove the fluctuating monthly Energy Cost Adjustment (ECA) charge, and to level the rate differential between the winter and summer rates that were being charged at that time. That has effectively been accomplished, thus allowing Garden City electric customers to know what their monthly charges would be.

The chart below indicates what the percentage amount and the dollar amount would be should the Governing Body determine to lower the amount going into cash reserves.

Option	From	To	Amount
#1	\$22.50	\$20.25	\$265,275
#2	\$22.50	\$19.50	\$353,700
#3	\$22.50	\$18.50	\$471,600

Should the Governing Body direct staff to lower the Residential Base Charge, then staff will work with the City Attorney to bring an ordinance change to the Governing Body for consideration at the next City Commission meeting.



**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

ALTERNATIVE:

- 1.) Approve one of the options listed above
- 2.) Direct staff to other alternatives
- 3.) Do nothing and leave Customer Charges as is.

RECCOMENDATION:

Staff recommends approval of option #2 which, if approved will be presented in an Ordinance at the December 29th special City Commission meeting.

FISCAL NOTE:

If option #2 is selected, and the Residential Customer Charge is reduced from \$22.50 per month to \$19.50 per month, this will result in an estimated reduction of \$353,700 in annual revenues to the Electric Utility.

POWER SUPPLY

NOVEMBER 17, 2015



GARDEN CITY

— KANSAS —

POWER SUPPLY

- Where does our power supply come from, and how much does it cost?
 - What are the delivery costs?
 - What are our reserve levels?
 - Retail rates / how do we compare?
 - Infrastructure expansion
 - Staff recommendation
- 

One of the most important things we can provide the community, in terms of service, is consistency.

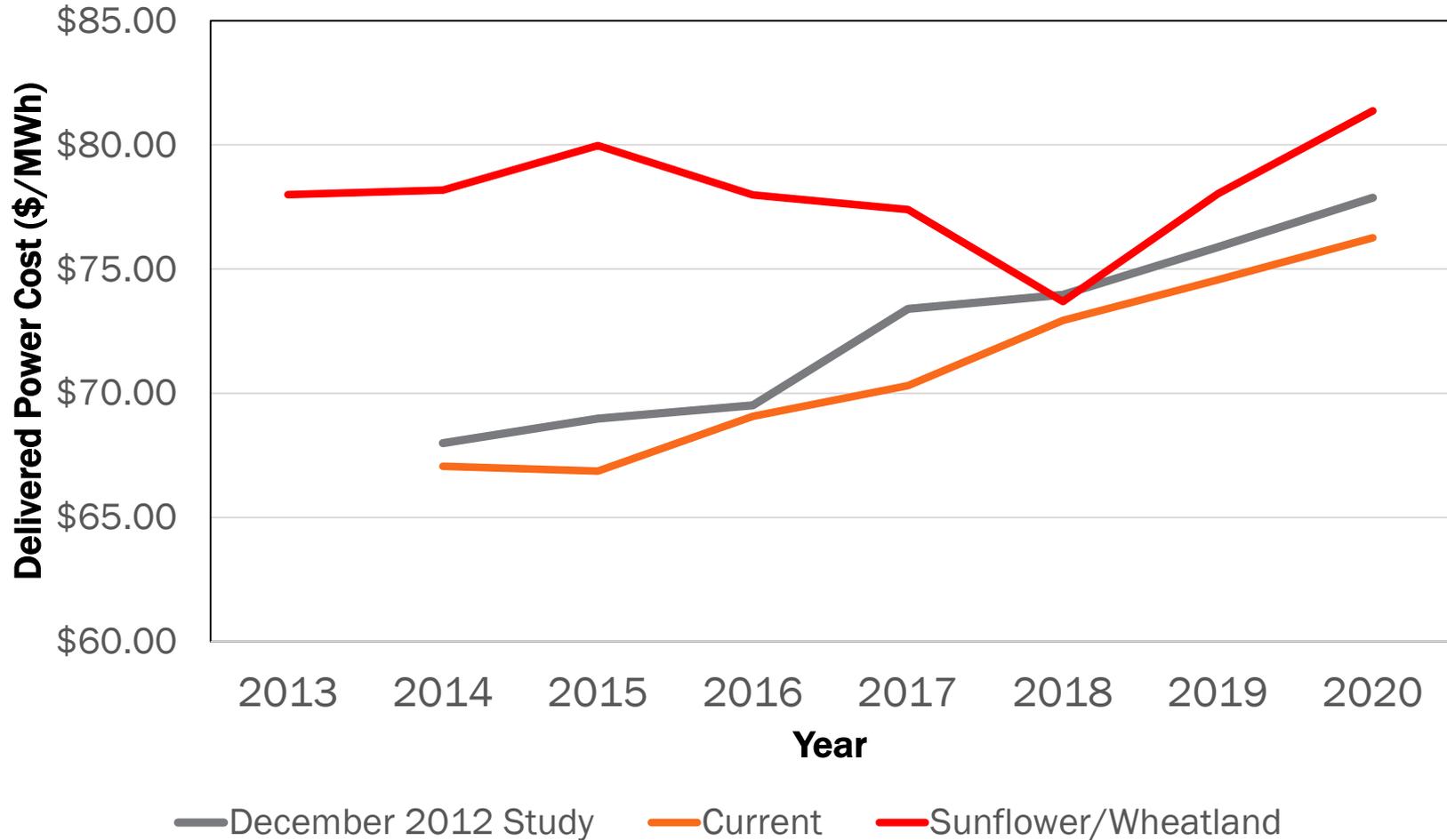


**Where does our power supply
come from, and how much does
it cost?**



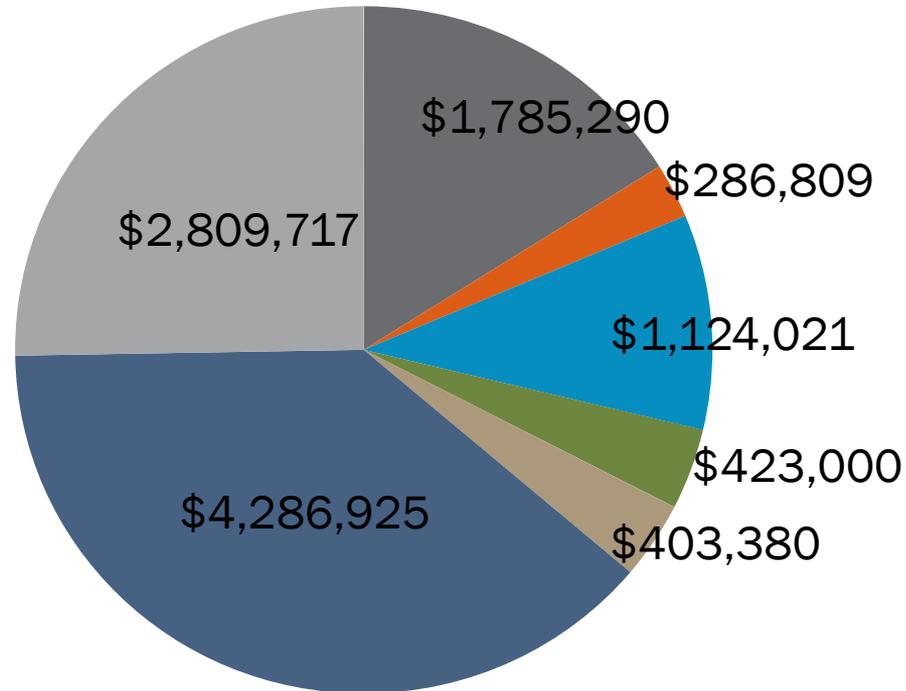
Garden City Power Supply Costs

Current Projections vs. December 2012 Study



CAPACITY & ENERGY:

Where does it come from, and how much does it cost?



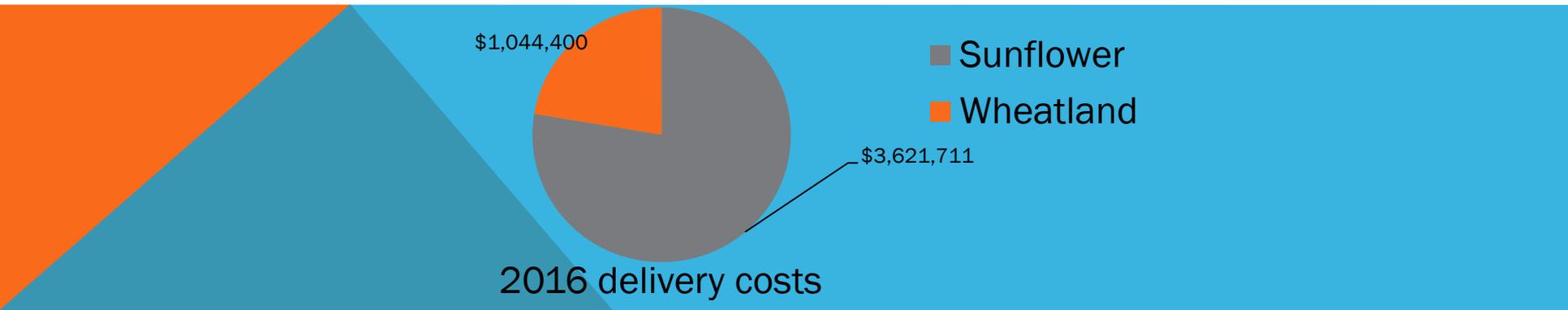
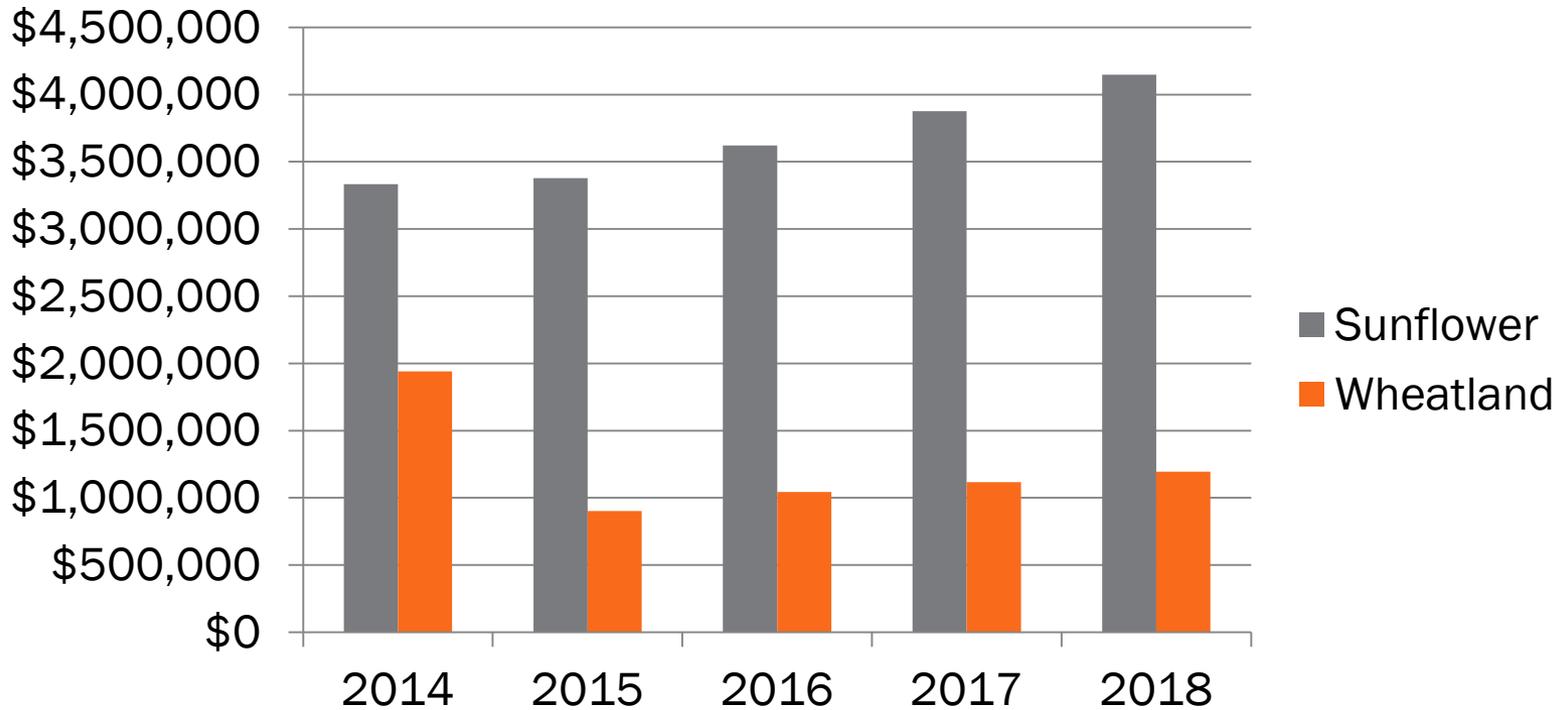
2016 Power supply sources

- KCP&L
- WAPA
- EMP2
- AECI
- KCP&L #2
- Heartland
- Market

What are the delivery costs?



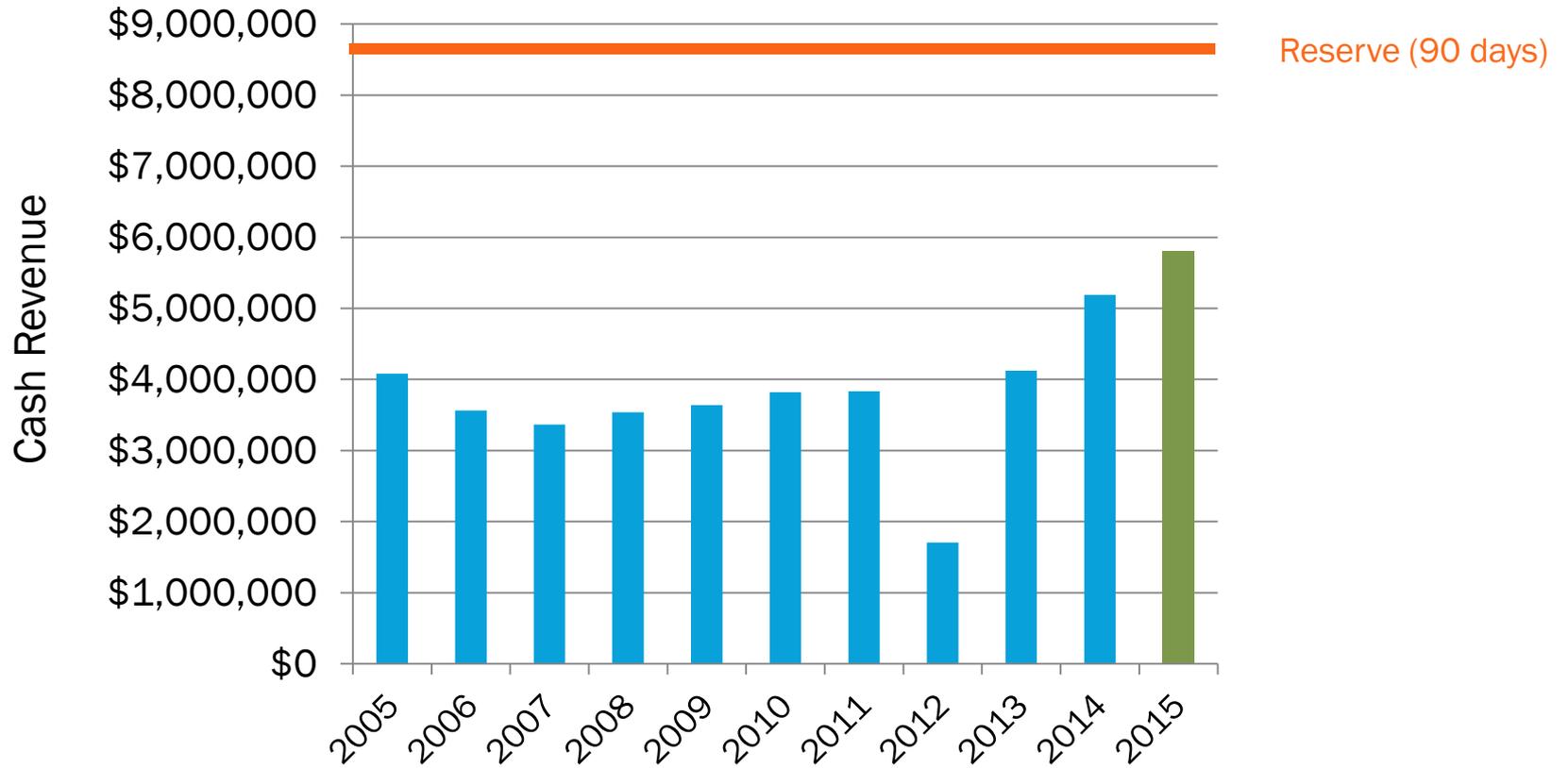
TRANSMISSION & ACCESS CHARGES



What are our reserve levels?



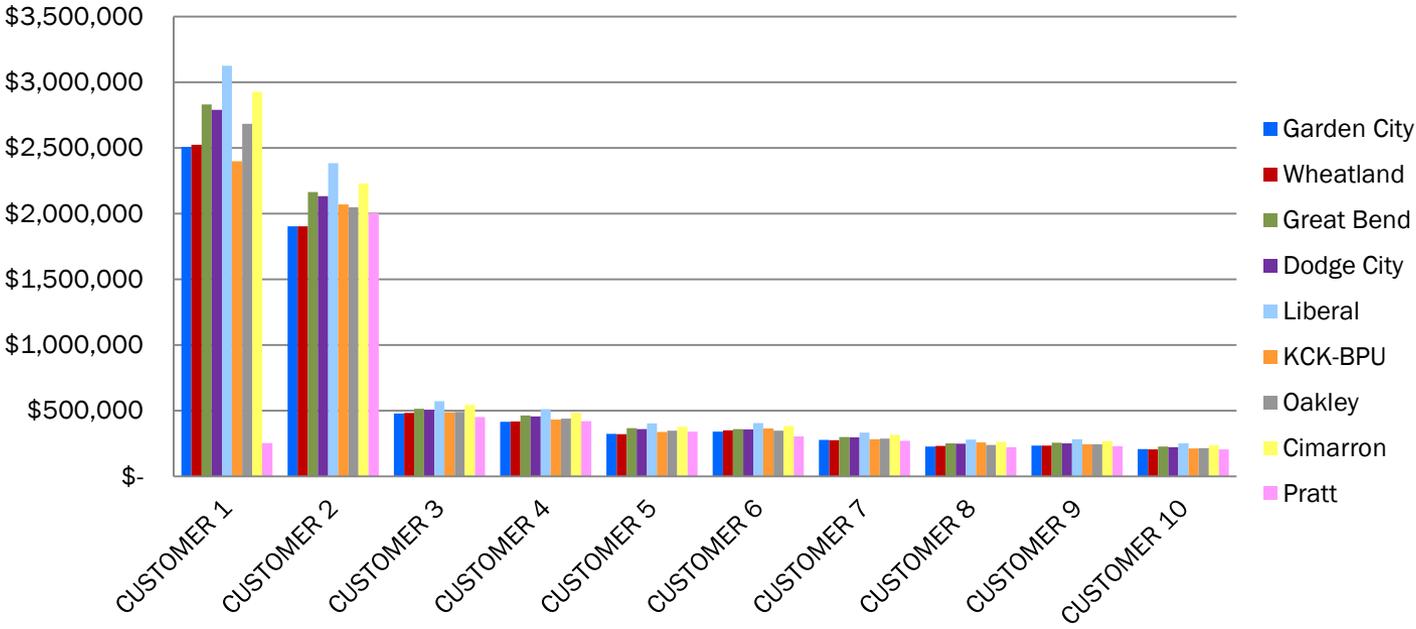
YEAR-END CASH BALANCES



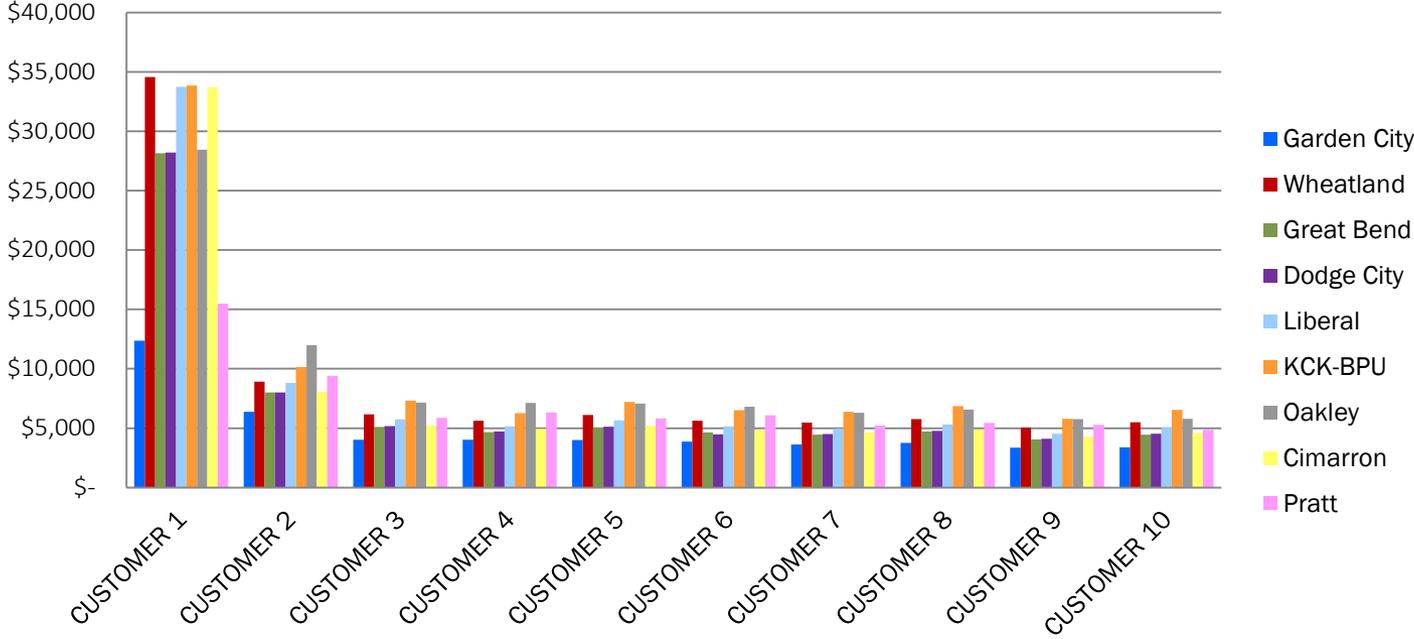
How do our rates compare to other communities?



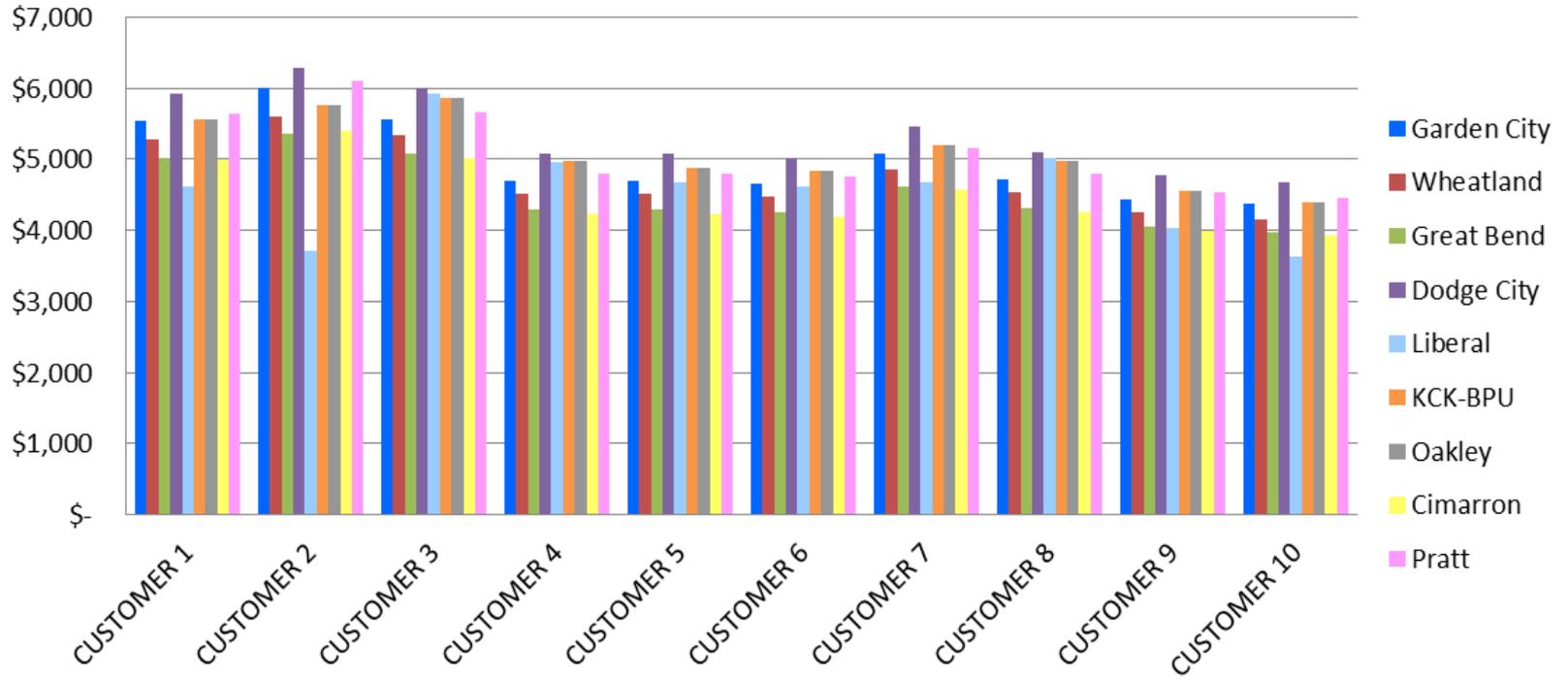
Large General Service – Comparison of Garden City’s 10 largest customers.



Small General Service – Comparison of Garden City’s 10 largest customers



Residential General Service – Comparison of Garden City’s 10 Largest Customers



INFRASTRUCTURE EXPANSION

- Continue to expand in growth areas as required by development
- Maintain existing system



RECOMMENDATIONS

- Explore transmission delivery options
 - Continue to build reserves
 - Keep rates stable (avoid the yoyo effect)
 - Evaluate annually
- 

QUESTIONS?





MEMORANDUM

To: City Commission
From: Ashley Freburg, AFAC Staff Liaison
Date: December 8, 2015
RE: Alcohol Fund Advisory Committee Appointment

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 Commission consideration and appointment of one member to serve on the Alcohol Fund Advisory Committee from January 1, 2016 – December 31, 2018.

Background

The Alcohol Fund Advisory Board makes recommendations to the City and County Commissions concerning the appropriation and use of Alcohol Consumption Tax Funds for programs to aid in the abatement of alcohol and drug abuse. The members of this Board also make recommendations to the Governing Body about how to distribute funds identified for the Community Grant. Typically, the Board is comprised of three members of the community who are familiar with the work or projects associated with AFAC and Community Grant applicants.

Current board members are Kevin Bascue, Susan Escareno and Verna Weber. Ms. Escareno's term expires December 31, 2015. She has expressed an interest in being re-appointed to the board for another term. At this time, there are no other applicants for the vacancy.

Alternatives

1. Appoint Susan Escareno for a three-year term ending December 31, 2018.
2. Do not appoint Susan Escareno and solicit further applications from community members.

Recommendation

Staff would recommend City Commission consideration and appointment of Susan Escareno to serve on the Alcohol Fund Advisory Committee for a term of January 1, 2016 – December 31, 2018.

Fiscal Note

None

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

GARDEN CITY IS MY TOWN TOO!

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

NAME: Susan Escarcno HOME PHONE: 620-275-7855

ADDRESS: 328 Garden St. GC WORK PHONE: 620-275-1425

E-MAIL ADDRESS: fauwed@gmail.com

OCCUPATION (if employed): Executive Director

PLACE OF EMPLOYMENT: Finney County United Way

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 27 years

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

I feel it's important to be a part of my community-
being part of decisions made: contributing.

OTHER APPLICABLE EXPERIENCE: Grant writing; budgets;
working for and with non-profits.

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

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

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



MEMORANDUM

To: City Commission
From: Ashley Freburg, Art Grant Committee Staff Liaison
Date: December 8, 2015
RE: Art Grant Committee Appointment

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 Commission consideration and appointment of one member to serve on the Art Grant Committee from January 1, 2016 – December 31, 2018.

Background

The Arts Grant Committee makes recommendations to the City Commission concerning the appropriation and use of Art Grant funds. Current board members are Shawna Deal, Melissa Gallegos, and Brian Seagraves. Ms. Gallegos's term expires December 31, 2015. She has expressed an interest in being re-appointed to the board for another term. Staff has also received an application from Sean Collins. Both applications are attached for your review.

Alternatives

1. Appoint Melissa Gallegos for a three-year term ending December 31, 2018.
2. Appoint Sean Collins for a three-year term ending December 31, 2018
3. Do not appoint either candidate, and solicit further applications from community members.

Recommendation

Staff would recommend City Commission consideration and appointment of Melissa Gallegos to serve on the Art Grant Committee for a term of January 1, 2016 – December 31, 2018.

Fiscal Note

None

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

GARDEN CITY IS MY TOWN TOO!

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

NAME: Melissa Gallegos HOME PHONE: 620-290-2226

ADDRESS: 2320 W. 6th St. WORK PHONE: 620-271-9484

E-MAIL ADDRESS: Melissa@wkef.org

OCCUPATION (if employed): Operations Director

PLACE OF EMPLOYMENT: Western Kansas Community Foundation

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? Since 1991

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

I have a passion for the arts and know the financial strains on organizations who focus in the arts. I also have experience in reviewing grant applications.

OTHER APPLICABLE EXPERIENCE: I am employed by a granting organization and have experience in the granting process.

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

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

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

NAME: Sean Collins HOME PHONE: (785) 766-8972

ADDRESS: 305 Bollinger St. WORK PHONE: (620) 271-7801

E-MAIL ADDRESS: Sean.collins@westernmotor.com

OCCUPATION (if employed): Director of Marketing

PLACE OF EMPLOYMENT: Western Motor

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 28 years

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

To help my community & to better understand the inner-workings of my government

OTHER APPLICABLE EXPERIENCE: I have been on several local nonprofit boards & am aware of the parliamentary procedure.

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



Memo

To: City Commission
From: Kaleb Kentner
CC: **File**
Date: 12/9/2015
Re: Community Health Advisory Board

ISSUE: To fill expiring terms on the Community Health Advisory Board.

BACKGROUND:

Jette Desalvo is a member of the Community Health Advisory Board whose term is set to expire January 1, 2016. Ms. Desalvo has expressed interest in serving again. This is a three-year term set to expire January 1, 2019.

Beth Koksai is a member of the Community Health Advisory Board whose term is set to expire January 1, 2016. Ms. Koksai has expressed interest in serving again. This is a three-year term set to expire January 1, 2019.

Judy Nusser is a member of the Community Health Advisory Board whose term is set to expire January 1, 2016. Ms. Nusser has expressed interest in serving again. This is a three-year term set to expire January 1, 2019.

ALTERNATIVES:

1. Fill appointments with the candidates listed.
2. Find alternative candidates to fill the position.

RECOMMENDATION:

Staff recommends Alternative #1

NEIGHBORHOOD &
DEVELOPMENT
SERVICES

DEPARTMENT
SERVING

GARDEN CITY
HOLCOMB

AND

FINNEY COUNTY
620-276-1170

INSPECTIONS
620-276-1120

inspection@garden-city.org

CODE COMPLIANCE
620-276-1120
code@garden-city.org

PLANNING AND
ZONING
620-276-1170

planning@garden-city.org

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

Community Health Advisory Board

Meeting Date:
Second Thursday

Meeting Time:
4:30 PM

Ord-Res:
Resolution

No:
1569

Name	Employer	Email	Expires	Apptd	Reappointed
Scott Taylor	St. Catherine Hospital	scotttaylor@centura.org	1/1/18	2/17/15	
Skylar Swords	Fi. Co. EMS	sswords@finneycounty.org			
Lee Ann Shrader	Fi. Co. Health Coalition	lshrader@finneycountyhelpdesk.org	1/1/18	2/17/15	
Donna Gerstner	retired	gcbooboo@cox.net	1/1/17	2/17/15	
Troy Unruh	State Farm Insurance	troy.r.unruh.iogg@statefarm.com	1/1/17	2/17/15	
Kevin Campbell	Team1 Inc.	kicampbellconsulting@gmail.com	1/1/17	2/17/15	
Jette Desalvo	Golden Plains Credit Union	jettedesalvo_6@hotmail.com	1/1/16	2/17/15	
Beth Koksai	St. Catherine Hospital	bethkoksai@centura.org	1/1/16	2/17/15	
Judy Nusser	Coldwell Banker	jnusser@qcnnet.com	1/1/16	2/17/15	



Buffalo Dunes

Memo

To: Matt Allen, City Manager & Governing Body of Garden City, Ks.
From: Ray Navarro, President of the Golf Advisory Board
CC: Cole Wasinger and Toby Witthuhn
Date: 12/8/2015
Re: Recommendation to the Golf Advisory Board

Dear City Commissioners-

The Golf Advisory Board would like to recommend Martin Heiman for an appointment to the Golf Advisory Board. Thanks in advance for your consideration.

Ray Navarro

Golf Advisory Board President

Rec 10/22/15

GARDEN CITY IS MY TOWN TOO!

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

NAME: Martin Heiman HOME PHONE: 620-899-9835

ADDRESS: 820 Fitz St. WORK PHONE: 620-215-7471

E-MAIL ADDRESS: Martin@gecklorian.com

OCCUPATION (if employed): Food and Beverage Manager

PLACE OF EMPLOYMENT: Sammys Spirits and Steakhouse

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 22 years

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

I would like to be more involved Buffalo Dunes. I am interested

enhancing current tournaments and adding more to the schedule. Some sponsors quite a few events, I want to provide a liaison between cole and Samy

OTHER APPLICABLE EXPERIENCE:

Food and Beverage Director at Prairie Dunes Country Club.
Southwest Kansas Pro-Am Advisory Board

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

Airport Advisory Board

Local Housing Authority

Alcohol Fund Advisory Committee

Parks & Tree Board

Art Grant Committee

Planning Commission

Building Safety Board of Appeals

Police/Citizen Board

Community Health Advisory Board

Public Utilities Advisory Board

Cultural Relations Board

Recreation Commission

Golf Advisory Board

Traffic Advisory Committee

Landmarks Commission

Zoning Board of Appeals

Lee Richardson Zoo Advisory Board

RETURN THIS FORM TO:

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



MEMORANDUM

TO: Governing Body
FROM: Sam Curran
DATE: December 8, 2015
SUBJECT: Traffic Advisory Board Vacant Position(s)

CITY COMMISSION

JANET A. DOLL,
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

ISSUE

The Traffic Advisory Board, a five member Board, has two expired term positions.

BACKGROUND

Julie Christener and Keith Collins were both appointed to the Traffic Advisory Board on October 1, 2012; terms expired October 1, 2015. Julie and Keith would like to be considered for reappointment for another three years.

Eagaly Diaz¹ has submitted an application to serve on the following Boards: Traffic Advisory Committee, Police/Citizen and the Landmarks Commission Boards.

ALTERNATIVES

Alternate 1: Authorize to reappoint Ms. Christener for another three years.

Alternate 2: Authorize to reappoint Mr. Collins for another three years.

Alternate 3: Authorize to appoint Ms. Diaz for a three year term.

Alternate 4: Governing Body select two candidates to fill the vacant positions.

Alternate 5: Deny the requests.

RECOMMENDATION

Board recommends reappointing Ms. Christener to fill one of the vacant seats (**Alternate 1**), and reappointing Mr. Collins to fill the other vacant seat (**Alternate 2**) on the Traffic Advisory Board.

FISCAL NOTE

None

¹ Application

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

TRAFFIC ADVISORY COMMITTEE

Resolution #1760 and Resolution #2114

July Appointments (3 year terms)
Resolution rewritten December 2005.

(5 members)

Julie Christener - CHAIR (4/13/15) Office Solutions 1629 Bancroft julie@keygc.com	(Oct 2015)	H: 275-4876 W: 275-7451 C:	Appoint	1-Oct-12
Vicki Germann - VICE-CHAIR (4/13/15) Fry Eye Associates 3312 Primrose vgermann@cox.net	(Aug 2016)	H: 276-7478 W: 275-7248 C: 271-2868	Appoint	20-Aug-13
Keith Collins Advanced Mechanic Services 319 N. Eighth 1013 N. First keith@amsheartland.com	(Oct 2015)	H: 521-1630 W: 272-0730 C:	Appoint	1-Oct-12
Gloria Allen USD 457 - Transportation 610 S. Towns Blvd Gallen@gckschools.com	(Dec 2016)	H: 275-2817 W: 805-8752 C:	Appoint Reappoint	1-Dec-09 17-Dec-13
Gerald (Gary) Bennett KDOT - District 6 2815 Terrace Place, Apt #1 gary.bennett@ksdot.org	(Apr 2017)	W: (620) 384-7821 H: 276-0579 C: 521-0495	Appoint	15-Apr-14
Sr Master Patrol Troy Davis Police Dept. troy.davis@gardencityks.us		W: 276-1300	Appointment as per Resolution #1760	
Sam Curran Director of Public Works sam.curran@gardencityks.us		W: 276-1260	Appointment as per Resolution #1760	

GARDEN CITY IS MY TOWN TOO!

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

NAME: Egaly Diaz HOME PHONE: (620)-937-1433

ADDRESS: 1609 N 9th Garden City WORK PHONE: _____

E-MAIL ADDRESS: Egalygdiaz@outlook.com

OCCUPATION (if employed): _____

PLACE OF EMPLOYMENT: _____

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 18 year

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

I would like to be a part of this is why. I think our communities is import and, I would like to get involved.

OTHER APPLICABLE EXPERIENCE: _____

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

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

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



MEMORANDUM

TO: Governing Body
FROM: Sam Curran
DATE: December 8, 2015
RE: Traffic Advisory Board Recommendations

CITY COMMISSION

JANET A. DOLL,
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Issue:

The Traffic Advisory Board discussed the following issue during their December 7th Meeting:

Board reviewed a request to install additional stop signs at the intersection of Sixth Street and Pine Street which would create a four-way stop in front of the Post Office.

Background:

The City received a request from the public to look into creating a four-way stop at the intersection of Sixth Street and Pine Street stating safety reasons for their request.

Discussion:

Staff provided the following for the Board's review:

- Summary of the traffic volume count data¹ with peak hours.
- Map² identifying the locations of the traffic counts.
- Accident history data for the intersection.
 - 2010 – 3 accidents reported, unknown location or type
 - 2011 – 1 accident reported, non-intersection related, backing out
 - 2012 – 0 accidents reported
 - 2013 – 0 accidents reported
 - 2014 – 2 accidents reported, non-intersection related, backing out
 - 2015 – 0 accidents reported

¹ Traffic Volume Count

² Map

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



CITY 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

Some common rules or guidelines when installing four-way stop intersections are:

- a. One indication that an intersection may need three or four-way stop control is its accident patterns. If five or more right and left-turn collisions or right-angle collisions have occurred during the past 12 months, this type of control may be justified.
- b. A three or four-way stop can also be used as an interim traffic control measure while a traffic signal is being installed at the intersection.
- c. The volume of traffic which enters an intersection is another guideline:
 - i. Total number of vehicles entering the intersection from all approaches must average at least 500 vehicles per hour for any eight hours of an average day.
 - ii. Vehicles and pedestrians combined from both approaches of a minor street must average at least 200 units per hour for the same eight hours. (You must also determine that vehicles entering from the minor street are delayed at least 30 seconds on the average during the hour when the traffic volume is highest).

After reviewing the information provided, the Board felt there was a lack of data support for the citizen's request for additional stop signs.

Alternatives:

1. Deny the request to install additional stop signs at the intersection of Sixth Street and Pine Street.
2. Approve the request to install additional stop signs at the intersection of Sixth Street and Pine Street.

Board's Recommendation:

Board recommends approving **Alternate 1**, denying the request for the installation of additional stop signs at the intersection of Sixth Street and Pine Street.

Fiscal Note:

None

Traffic Volume Count Summary

Westbound

Wed - Peak PM 1:30 - 2:15 - 99 vehicles
Thurs - Peak AM 10:45 - 11:30 - 71 vehicles
PM 1:00 - 1:45 - 91 vehicles
Fri. - Peak - AM 11:00 - 11:45 - 68 vehicles
PM 1:00 - 1:45 - 88 vehicles

Average

Peak - AM 10:45 - 11:30 - 67 vehicles
PM 1:00 - 1:45 - 88 vehicles

ADT 804

Pine Street

Northbound

Wed - Peak PM 3:00 - 3:45 - 110 vehicles
Thurs - Peak AM 11:00 - 11:45 - 87 vehicles
PM 1:00 - 1:30 - 2:15 - 95 vehicles
Fri. - Peak - AM 10:45 - 11:30 - 111 vehicles
PM 12:30 - 1:15 - 106 vehicles

Average

Peak - AM 10:45 - 11:30 - 97 vehicles
PM 3:00 - 3:45 - 97 vehicles

ADT 1,009

6th Street

ADT 1,130

Southbound

Wed - Peak PM 4:15 - 5:00 - 135 vehicles
Thurs - Peak AM 11:00 - 11:45 - 104 vehicles
PM 1:00 - 1:45 - 116 vehicles
Fri. - Peak - AM 10:45 - 11:30 - 106 vehicles
PM 1:30 - 2:15 - 115 vehicles

Average

Peak - AM 11:00 - 11:45 - 105 vehicles
PM 4:15 - 5:00 - 118 vehicles

ADT 798

Eastbound

Wed - Peak PM 1:30 - 2:15 - 88 vehicles
Thurs - Peak AM 11:00 - 11:45 - 76 vehicles
PM 1:15 - 2:00 - 95 vehicles
Fri. - Peak - AM 11:00 - 11:45 - 59 vehicles
PM 12:30 - 1:15 - 79 vehicles

Average

Peak - AM 11:00 - 11:45 - 68 vehicles
PM 1:15 - 2:00 - 85 vehicles

City Of Garden City

Traffic Dept.

6th & Pine Traffic Study
Volume traffic counts
west of 6th on Pine for east bound traffic

Untitled Vo
Site Code:
Station ID:

Latitude: 0' 0.0000 Undefined



Consent Agenda

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of December, 2015, by and between the CITY OF GARDEN CITY, KANSAS (CITY), and ROBERT J. KENNINGTON (COUNSEL).

WHEREAS, CITY desires to retain an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City (Municipal Court), and

WHEREAS, CITY is desirous of protecting the Constitutional and statutory rights of indigent defendants who appear before the Municipal Court, and

WHEREAS, COUNSEL is desirous of contracting with CITY to provide legal representation for indigent defendants.

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

1. RETENTION. CITY hereby retains COUNSEL to provide legal representation in the Municipal Court for individuals qualifying as indigent defendants in cases where there is the possibility of incarceration. The nature of the cases involved will primarily be the offenses of Driving While Under the Influence of Alcohol and/or Drugs, Driving While License Cancelled, Suspended, or Revoked, Domestic Battery, and Possession of Marijuana or Drug Paraphernalia, as well as other infractions or ordinances as defined by the Code of Ordinances of CITY, the Standard Traffic Ordinances for Kansas Cities, and the Uniform Public Offense Code for Kansas Cities.

2. SCOPE OF REPRESENTATION. COUNSEL shall be retained by CITY to represent indigent defendants in all proceedings before the Municipal Court, and shall include services required for trial, entry of plea, post-sentencing proceedings, and/or diversion. In addition, COUNSEL shall be retained to provide representation for indigent defendants should a matter be appealed to the District Court of Finney County or the appellate courts of the State of Kansas.

3. TERM. The term of this Agreement shall begin January 1, 2016, and end December 31, 2016. The parties shall meet to confer at least sixty (60) days prior to the end of the term to determine if the terms and conditions of this Agreement need to be modified. Notwithstanding any term specified in this paragraph, either party may terminate this Agreement by giving not less than sixty (60) days written notice to the other party. Upon termination of this Agreement, and expiration of the notice period, neither party shall have any further responsibility under this Agreement, other than the obligation of CITY to pay COUNSEL for services already rendered up to date of termination.

4. PAYMENT. CITY shall pay to COUNSEL for the legal representation to be provided by COUNSEL, the amount of Three Hundred Fifty Dollars (\$350.00) per case to which COUNSEL may be appointed by the Municipal Court, except post-sentence matters. In all post-sentence matters to which COUNSEL may be appointed, CITY shall pay to COUNSEL, the amount of Two Hundred Twenty-five Dollars (\$225.00) per case. In addition, CITY shall pay the following expenses incurred by COUNSEL: witness fees, translator fees (subject to below), expert witness fees, long distance telephone calls, and depositions. The per case fee to be paid to COUNSEL is a flat fee, regardless of hours spent by COUNSEL or the nature of resolution of a case. Should a matter be appealed to the District Court of Finney County or an appellate court of the State of Kansas, CITY shall pay to COUNSEL the sum of One Hundred Dollars (\$100.00) per hour up to a maximum fee of One Thousand Five Hundred Dollars (\$1,500.00) per case which is appealed. In addition, CITY shall reimburse COUNSEL for actual expenses involved in an appeal within the scope of expenses delineated above, with the exception that CITY shall also be responsible for travel, lodging, and brief expenses should such expenses be incurred

in conjunction with an appeal before an appellate court of the State of Kansas. Translator fees shall be paid at a rate not to exceed Twenty-five Dollars (\$25.00) per hour, with a total for each case not to exceed One Hundred Dollars (\$100.00). Any extraordinary expenses sought to be incurred by COUNSEL should be approved by the Municipal Court prior to expenditure.

In all cases, other than post-sentence matters, where COUNSEL is appointed and an indigent defendant leaves the jurisdiction of the Municipal Court or otherwise absents himself/herself from the Municipal Court or fails to appear at Court-ordered hearings for a period of three (3) months, or the indigent defendant hires private counsel, COUNSEL may file a Motion to Withdraw as counsel with the Municipal Court. Upon the granting of the Motion to Withdraw, COUNSEL shall be paid for the appointment as follows: (a) in the amount of One Hundred Fifty Dollars (\$150.00) if the withdrawal is prior to entry of plea; or (b) in the amount of Three Hundred Fifty Dollars (\$350.00) if the withdrawal is after entry of plea. In all post-sentence matters, COUNSEL shall be paid for the appointment as follows: (a) in the amount of One Hundred Dollars (\$100.00) if the withdrawal is prior to entry of admission/denial; or (b) in the amount of Two Hundred Twenty-five Dollars (\$225.00) if the withdrawal is after entry of admission/denial.

In all cases where COUNSEL is appointed and it is determined that an ethical conflict exists in continued representation of an indigent defendant by COUNSEL, COUNSEL shall be paid the amount of Fifty Dollars (\$50.00) upon withdrawal from representation.

5. METHOD OF PAYMENT. When a case is finalized by COUNSEL, either through execution of a diversion agreement, entry of a plea of guilty or trial with subsequent sentence, acquittal, or dismissal, COUNSEL shall submit a voucher to CITY for payment. Further, COUNSEL shall submit a voucher for payment on a monthly basis, for all cases completed during a month. CITY shall timely pay all vouchers submitted. CITY may require proof of expenditure for all expenses requested to be reimbursed.

6. SELECTION OF COUNSEL. The Municipal Court shall maintain a list of the names of counsel contracting with CITY to provide indigent defendant representation. The Municipal Court shall select counsel for a case on a rotating basis. Should COUNSEL have a conflict in a particular case, the Municipal Court shall pass over COUNSEL for that particular case and then assign COUNSEL to the next case. COUNSEL reserves the right to refuse appointments based upon availability of resources and the ability to meet professional responsibility obligations to other clients. CITY shall have the right to retain as many attorneys as may be necessary to meet the needs of indigent defendants appearing before the Municipal Court.

7. INDEPENDENT CONTRACTOR. COUNSEL shall be considered an independent contractor, and not an employee of CITY. COUNSEL acknowledges and agrees that he is an independent contractor, and not an employee of CITY.

8. DISCHARGE OF DUTIES. COUNSEL agrees to strictly abide by the Model and Kansas Rules of Professional Conduct. In addition, COUNSEL agrees to zealously represent the rights and interests of all indigent defendants to whom COUNSEL might be appointed to represent, and afford all indigent defendants the representation to which they are entitled by reason of the Constitutions of the United States and the State of Kansas, and federal and state statutory laws.

ATTEST:

CELYN N. HURTADO, City Clerk

December 1, 2015
Date

COUNSEL



ROBERT J. KENNINGTON

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor



MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 4 December 2015

RE: KDOT FY 2014/15/16 KLINK PROJECT AGREEMENT

CITY COMMISSION

JANET A. DOLL,

Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

ISSUE

KDOT has provided Supplemental Agreement # 2 for Project No. 156-28 U-0154-01, for the combined 2014, 2015, and 2016 KLINK project for Governing Body consideration and approval.

BACKGROUND

KDOT has allowed us to combine three separate KLINK projects into a single project. The combined project reconstructs the pavement on Kansas Avenue from 350 feet west of Belmont Place to Anderson Street.

Supplemental Agreement No 2 to Agreement No. 201-12, combines the FY 2016 project with the previously combined 2014 and 2015 KLINK projects. Supplemental Agreement No. 2 also cancels the FY 2016 KLINK as a standalone project.

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

ALTERNATIVES

- 1) Approve the agreement and authorize the Supplemental Agreement.
- 2) Defer action until a later date.

RECOMMENDATION

Staff recommends Governing Body approval of the supplemental agreement.

FISCAL

The City will need to budget funding for this project in 2016, most likely from a G.O/ Bond issue, and also borrow funds from the Community Trust Fund for the KDOT share until repaid by KDOT upon completion of the project.

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

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

PROJECT NO. 156-28 U-0154-01
KLINK RESURFACING PROJECT
CITY OF GARDEN CITY, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 2

This Agreement, made and entered into effective the date signed by the Secretary or designee, is by and between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Garden City, Kansas** (“City”), collectively, the “Parties.”

RECITALS:

- A. The Parties entered into Agreement No. 201-12 dated October 12, 2012 for a KLINK resurfacing project on K-156, a city connecting link for the State Highway System in the City (the “Original Agreement”).
- B. The Parties entered into a Supplemental Agreement, dated February 16, 2015 to cancel KLINK Project No. 156-28 U-0203-01 (Agreement No. 41-14) and combine the work and funding into Project No. 156-28 U-0154-01.
- C. The Parties mutually desire the Secretary cancel KLINK Project No. 156-28 U-0375-01 and combine the work and funding into Project. No. 156-28 U-0154-01, such that the resurfacing is now for K-156, from 0.066 miles West of Belmont Place to Anderson Street.
- D. The Parties mutually agree for the benefit of the Project administration and the benefit to the traveling public, Project No. 156-28 U-0375-01 is cancelled and Agreement No. 201-12 is supplemented.

NOW, THEREFORE, the Parties agree as follows:

1. On page 1 of the Original Agreement, the definition for Project, be replaced in its entirety to read as follows:

Project – mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK Resurfacing Program for K-156, from 0.066 miles West of Belmont Place to Anderson Street, in Garden City, Kansas.

2. On page 2 of the Original Agreement, Article I, “THE SECRETARY AGREES,” paragraph 1, be replaced in its entirety to read as follows:

1. To reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$600,000.00, as the Secretary’s total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction

engineering that exceeds \$1,200,000.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, or items not participating in the KLINK Resurfacing Program.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF GARDEN CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Other Entities Minutes



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

5:30 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT

Ed Fischer, Ken Frey, Marlo Miller, and Darin Germann.

MEMBERS ABSENT

Charlie Robinson, Max Meschberger, and Steve Ziegler.

STAFF PRESENT

Rachelle Powell, Darroch Perkins, and Miranda Benedict

ITEM 1 PUBLIC COMMENT

No public comment.

ITEM 2 APPROVAL OF OCTOBER 8, 2015 MINUTES

Ken Frey made a motion to approve the October 8, 2015 Airport Advisory Board minutes. Darin Germann seconded the motion. The motion passed unanimously.

ITEM 3 AIRPORT ADVISORY BOARD MEMBERS

Ed Fischer has served his second consecutive term that will expire on 12/31/2015. Staff contacted the applicants on file and the following applicants are interested: Jette DeSalvo, Kimberlea Inderlied, Patricia Long and James McGowan.

Staff requested the Airport Advisory Board's (AAB) consideration and recommendation to the City Commission of appointment of one member to serve on the advisory board for a term of 01/01/2016 – 12/31/2019.

Marlo Miller made a motion to approve the recommendation to the City Commission of appointment of Jette DeSalvo to the Airport Advisory Board. Ken Frey seconded the motion. The motion carried unanimously.

ITEM 4 DIRECTOR'S REPORT

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

ITEM 5 MONTHLY REPORTS

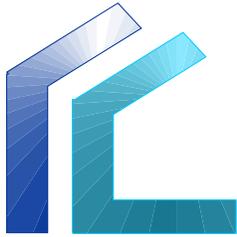
Staff reviewed the monthly reports with the Airport Advisory Board.

ITEM 6 BOARD MEMBER COMMENTS

- A. Ed Fischer – Complimented the Airport on their achievements and the work that they've done throughout his tenure on the Airport Advisory Board.
- B. Charlie Robinson –Absent.
- C. Ken Frey – Congratulated Darroch Perkins on his promotion.
- D. Marlo Miller – Congratulated Darroch Perkins on his promotion.
- E. Darin Germann – Inquired about the likelihood of bringing in additional airlines.
- F. Max Meschberger – Absent.
- E. Steve Ziegler – Absent.

ITEM 7 ADJOURNMENT

Ed Fisher made a motion to adjourn. Ken Frey seconded the motion. The motion passed unanimously.



Garden City Recreation

AGENDA

Garden City Recreation Commission

Regular Meeting

Monday, November 30, 2015 @ 5:15 pm

Garden City Recreation Center, 310 N. 6th Street

I. Call Meeting to Order

II. Approval of Agenda

III. Consent Agenda

The following shall stand approved/accepted as presented unless action is taken to remove an item from the consent agenda.

- Minutes of Regular Meeting October 26, 2015
- Staff Reports for October 2015
- Participation Reports

IV. Financial Reports for October 2015

V. Superintendents Report

- CIP Meeting Board Selection (Chuck Reinert, Maintenance Director).
- Clint Lightner Dugout Reconstruction.
- Fansler Field conversion from a softball field to baseball diamond.
- 2016 KRPA Conference (Dodge City, KS) February 1-4, 2016.
- Termination of legal representation.

VI. New Business

- a. GCRC Letter of support to host the 2016 (19 year old) State Tournament in Garden City.
- b. Jared Rutti, Sports Director is seeking support for a new baseball league in conjunction with Redhawk.
- c. A/R and Agreements for Redhawk and Greater Gold.
- d. Big Pool Agreement discussion with the City of Garden City and GCRC. (Monica Colborn)
- e. Wellness & Fitness Equipment recommendations for disposal. (Meghan McFee)
- f. Discussions for approval from the City Commission from Randy Grisell to move forward with the sale of 302 N 6th St.
- g. Utilities and expenses report at Maintenance Division (Mary Street).
- h. Discussion on a verbal Agreement with USD 457 Renovations at Clifford Hope Auditorium.

VII. Old Business

1. Pecos League Agreement for 2016 Baseball Season.

VIII. Executive Session – Recreation Board will go into executive session for the purpose of discussing personnel and/or real property. The Recreation Commission Board will reconvene into open session upon completion.

IX. Garden City Recreation Commission Questions and Comments

X. Adjournment

Next Meeting

Monday, December 21, 2015

5:15 PM

Activity Center

**Garden City Recreation Commission
Minutes
Monday, October 26, 2015
310 N 6th St.**

I. Call Meeting to Order

Chairperson Marcus Ramos called the meeting to order at 5:16pm. GCRC Board Members present were Anna Urrutia, Jamie Warren. Myca Bunch arrived at 5:19pm. GCRC Staff present were Superintendent John Washington, Sports Director Jared Rutti and Finance Director Terri Hahn.

II. Approval of Agenda

Motion by Jamie Warren to approve the agenda, seconded by Anna Urrutia. Motion carried with all in favor.

III. Consent Agenda

The following shall stand approved/accepted as presented unless action is taken to remove an item from the consent agenda.

- **Minutes of Regular Meeting October 5, 2015**
- **Staff Reports for October 2015**
- **Participation Reports for September 2015**

Board Member Myca Bunch asked if meeting had been set with the USD 457 and City of Garden City about Fansler Field conversion from a softball field to a baseball field and also with YMCA about a joint discussion on youth sports. John explained that he was working on this but did not realize that Fansler was changed from softball to baseball facility?

A motion was made by Jamie Warren to approve the consent agenda, seconded by Anna Urrutia. Motion carried with all in favor.

IV. Financial Reports for September 2015

John and Terri explained that there would be a savings on 2016 budget with not printing the brochure next year. Which would be four (4) times a year with a savings of over \$24,000. Myca Bunch does not want to stop printing the brochure and see about getting advertisements on the brochure.

Jamie Warren made a comment about refund for Dog Obedience class he received and then asked why Shannon Coates was paid? John said it was for teaching 2nd session class when it was cancelled. Shannon Coates received payment for Session 2, July 28th – September 8th, Dog Obedience class. The class that was cancelled was for September 20th – October 25, 2015 class.

Motion by Jamie Warren to approve the financial reports for September 2015, seconded by Myca Bunch. Motion carried with all in favor.

V. Superintendents Report

- **CIP Meeting Board Selection** – John is still looking for either a Board Member or GCRC Staff for the CIP Meetings. Please call John if you are interested.
- **Water Park Review and Discussion** – Samy has hired a marketing agent for marketing purposes. Monica Colborn had meeting with architects on the parrot family. Samy has send three (3) of his staff to the Water Park Conference for additional training.

- **Clint Lightner Dugout Reconstruction** – City and GCRC crews have been working on removing dugouts. Getting ready to pour footers. Will also be removing fencing and pouring concrete under the new fence. Black Hills Energy and American Warrior have donated piping for the batting cages.
- **GCRC is asked to present at the Pre-Meeting (City Commission) on November 3, 2015** – John asked the GCRC Board Members to put on their calendar for City Commissioners Pre-Meeting , November 3, 2015, 11am at the City of Garden City.
- **2016 KRPA Conference (Dodge City, KS) February 1-4, 2016** – John invited the Board Members to the 2016 KRPA Conference, February 1-4, 2016 in Dodge City, KS. Please let John know if you would like to attend. GCRC staff and Southwest Kansas Recreation will be helping Paul Lewis in Dodge City put on this conference.

VI. New Business

- a. **2016 Youth Baseball League Discussions, Sports Director Jared Rutti** – Sports Director Jared Rutti asked if coaches formed their own team or Sports Department Staff put teams together. Competitive or not competitive. Will there be player fees, or sponsor fees or player fees/sponsor fees? Nine (9), ten (10), eleven (11) and twelve (12) year old boys playing possible seven (7) and eight (8) years olds playing also. Several of the many questions asked.
 This program would be a spring baseball program, registration ends in February, March has coaches meetings and end of March games will begin with a six (6) to ten (10) game season. Games will be played Monday, Thursday and Saturday possibly with games ending in April. Jared explained that hiring umpires will be the biggest problem. Board Member Jamie Warren would like to consider seven and eight year olds, pitching and make the baseball league a competitive one. Jamie also asked Jared to find out about the sanctioning of the league.
- b. **Pecos League Agreement for 2016.** – In the board packet there is a rough draft of the Pecos League agreement for 2016. Highlighted in yellow are the changes. John explained that he and the City Manager had a conversation about the Golf Course running the concessions and beer sales at the Pecos games. These are the only things that I have questions on that might require changes to the contract. Board Member Myca Bunch asks on page 4, under 23. Responsibilities and Rights of City, about c) City shall pay Pecos League an amount equal to twenty percent (20%) of all concessions and beer/alcoholic liquor sales and e) City shall pay to Pecos League all admissions gate proceeds and twenty percent (20%) of concessions and beer/alcoholic liquor sales, minus applicable deductions, on a weekly basis, are the same and remove c) from the agreement. She also asked about the word RECITALS on the front page. John did a word search and found that “Recital (law) in law consists of an account or repetition of the details of some act, proceeding or fact. Particularly, in law, that part of a legal document-such as a lease, which contains a statement of certain facts-which contains the purport for which the deed is made. By convention, recitals start with the word Whereas. She also asks for someone to go thru and clean up the agreement, misspelled words, and punctuations.
- c. **GCRC Scholarship Program recommendations for 2016.** - John handed out a hand out on scholarship numbers for January 1, 2015 thru October 22, 2015. The GCRC has given out 586 scholarships to date totaling in the amount of \$7,807.00. The majority of these occurs in or sports division due to their active programming. John had asked staff what they thought about our current scholarship program? They think that the families that

really need it are using the program the way it was designed but they think the majority of its users could afford the program scholarship and that it should be requested. Here are the recommendations from staffs review.

They Current policy reads below:

Options 1 Leave the Same:

Scholarships are available for those who need help paying for youth sports & arts programs fees. The Scholarship program is available for those on the school lunch program. Look for a (symbol) in the brochure to verify whether the program is a scholarship program. There will be a minimal charge of 50% on all scholarship programs. You must reside in the USD #457 boundaries (Garden City School District) in order to be eligible.

Staff Opinion:

1. Do not offer scholarships-If they truly need assistance they can provide documentation.
2. Take the scholarship away completely and lower the prices of the program and find more sponsors. Continue to have a late fee and increase the late fee.
3. Continue with the scholarships that we have, find other sponsors and increase the late fee. Once it is past deadline no one gets the scholarship.
4. Experiment with completely taking free and reduced out by trying it on our youth soccer program in the spring.
5. Take out a smaller percentage than half of the program price and also make them fill out paperwork to see if they qualify.
6. Set aside \$1500 of the Tyson pool rental money and use for swim lesson scholarships. Those needing assistance would fill out a separate "request of assistance/need statement"...we would not accept the schools free/reduce documents.
7. Reduce program fee for swimming lessons by \$2/person. Fee would be \$23, and we don't allow scholarships.
8. Make swim lessons a non-scholarship program.
9. Stop scholarships all together and if they need help, customers can request assistance with the Superintendent.

Option 2

Purpose: The Youth scholarship program was developed to facilitate with demonstrated financial needs. The Scholarship is designed for children age 15 and under.

Who Qualifies? Any City of Garden City or Finney County resident youth age of 15 and under who meets the qualifications standards listed in chart below, (chart used is based directly on child's eligibility for Free and Reduced Lunch Program requirements) and whose parent/ guardian submits the Youth Recreation Scholarship Application along with the required documentation may qualify. Scholarships are:

Limited to 3 classes per child per year (3 classes per season (per) child winter, spring, summer or fall). All scholarship applications will be valid for one (1) year from the date they are submitted. Proof of city/county residency will be required at the time of application. Applicants will be notified by mail if the scholarship is approved or not approved.

How to Apply: Complete the Youth Recreation Scholarship Application form, which must be signed by a parent/guardian of the named youth applicant. Return the completed form to the Garden City Recreation Commission, 310 N 6th St: One of the following pieces of documentation must accompany the application form:

- A current award letter determining FREE or REDUCED lunches (May be on letterhead from your school district or the Kansas State Department of Education for the current school year and specifically list the child (children) eligible for assistance).
- SRS Form, SSI payments, Public Assistance Payments, Court documentation of aid to child. (New).
Other Important Information: Based on current Free and Reduced Lunch Program Requirements and Federal Income Eligibility Guidelines (www.kn-eat.org).
- Scholarship applications will only be received and processed at the Garden City Recreation Commission, 310 N 6th St, Garden City, Ks 67846
- Items not covered under the scholarship program include supply fees, late fees and t-shirts. Other fees not listed here may be determined exempt at a later date.
- Some activities are exempt from scholarships. Programs that the primary costs are contractual (such as trips or performances, tickets, or admissions) or programs conducted by non-recreation employees (such as dance, sports, or Science Classes) are NOT eligible for scholarships.
- Scholarships will not be available to those who do not provide all the above requested information.
- Completing a Youth Recreation Scholarship Application DOES NOT register a child for a program. Please complete the required registration form separately for the activities in which you are interested in having your children participate.

If you are receiving Free Lunches Reduced Lunches Federal Assistance Foster Care payments you may qualify for up to a:
Based on current Free and Reduced Lunch Program Requirements and Federal Income Eligibility Guidelines (www.kn-eat.org)

If you are receiving	Free Lunches	Reduced Lunches	Federal Assistance	Foster Care payments
You may qualify for up to a	30% discount	20% discount	15% discount	10% discount

*If the child is not receiving public assistance, a maximum of 25% may be awarded based on family income levels. Income verification must consist of either: 1) One month's worth of paycheck stubs; 2) IRS Income tax return filed April this year and child support verification; 3) proof of being a recipient of state or federal assistance.

If you have any questions regarding the policy changes, please contact the Garden City Recreation Commission at 310 N 6th St., or call 620-276-1200.

Scholarship information above was taken from Great Bends, Newton, Leavenworth, and Lawrence Recreation.

This was for the GCRC Board information.

- d. **Director is seeking approval to move forward with the sale of 302 N 6th St.** – John informed the Board that \$169,260.00 is the appraised value on 302 N 6th St. John recommended adding 20% on to the appraised value with a total of \$203,112.00. The Rec still owes \$40,000 on the six (6) year note with the City of Garden City. I would like to keep during the sale a first right of refusal. This way if the City of Garden City wanted the land for a future project the current owners would contact the City of Garden City first. This would have to go to the city commission for final approval. Motion by Jamie Warren to sale 302 N 6th St., 20% above the appraised value of \$169,260.00, total \$203,112.00, with the first right of refusal to buy the property. Will close in thirty (30) days, if buyers do not accept price of \$203,112.00, counter offer comes back to the GCRC Board. The motion was seconded by Myca Bunch. Motion carried with all in favor.

VII. Old Business

- VIII. Executive Session – Recreation Board will go into executive session for the purpose of discussing real property and/or personnel. The Recreation Board will reconvene into open session upon completion. None Needed...**

Garden City Recreation Commission Questions and Comments

IX. Adjournment

Motion by Jamie Warren to adjourn the meeting. The motion was seconded by Myca Bunch. The meeting adjourned at 7:37pm.

Terri Hahn
Secretary

Approved November 30, 2015

CITY OF GARDEN CITY
Traffic Advisory Committee
Minutes of Meeting
Monday, December 7, 2015
5:30 p.m.

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

B. Members Present: Gloria Allen, Gary Bennett, Julie Christner, Keith Collins and Vicki Germann

C. Members Absent: MPO Troy Davis

D. Others Present: Kenne Whitson with St. Catherine Hospital

E. Approval of Minutes:

- Gary motioned to approve the September 14, 2015 Minutes
- Keith 2nd
- Motion passed

F. Summary of Current Projects:

- None

G. Old Business:

- None

H. New Business: Items #1 and #2 was for Discussion Only, will revisit at a later meeting

1. **DISCUSSION ONLY:** Create additional parking for the Hospital by turning Sixth Street into one-way between Walnut Street and Spruce Street and remove some of the no parking areas

Background:

Received a request to turn Sixth Street into one-way between Walnut Street and Spruce Street and remove some of the no parking areas to create additional parking for the Hospital

Discussion:

- Attached drawings show the layouts of the parking spaces.
 - i. Parallel parking both sides, two way traffic, closing two hospital entrances, reconstructing Hospital parking lot
Additional Parking – 33 on street, 11 on-site
 - ii. 35% reverse angle and parallel parking, one-way southbound from Cedar to Spruce with on-site construction
Additional Parking – 35 on street, 11 on-site
 - iii. 45% reverse angle and parallel parking, one-way southbound from Cedar to Spruce with on-site construction
Additional Parking – 40 on street, 11 on-site
 - iv. 60% reverse angle and parallel parking, one-way southbound from Cedar to Spruce with on-site construction
Additional Parking – 34 on street, 11 on-site
- Kenne – used to be parking on Fourth Street and Sixth Street. The Hospital needs more parking due to the growth of the Cancer Center. If we allow parking again, it will shrink the street and possibly slow the traffic
- Board Member Germann – can we do angle parking on Cedar Street
- Kenne – concerned about drainage on Sixth Street
- Board Member Christner – can the Hospital purchase more property for a parking lot
- Kenne – didn't know if it could be zoned for a parking lot
- Board Member Germann – What about the Hospital installing a multi-level parking lot
- Kenne – Hospital is looking at doing something different at the horseshoe or possibly valet parking
- Board Member Germann – I would like to see us, the Board, avoid one-way streets
- Board Member Christner – I would like to see us, the Board, avoid angle parking
- Kenne – is that bump outs or paint outs on Fourth Street
- Sam – paint outs, but the City can do bump outs later

Options:

Recommendation:

- **Discussion only, will be revisited at a later date**

2. Create parking for the Hospital on Fourth Street between Walnut Street and Spruce Street by removing some of the no parking areas

Background:

Received a request to create parking on Fourth Street between Walnut Street and Spruce Street by removing some of the no parking areas for the Hospital

Discussion:

- Parallel parking both sides, two way traffic
Additional Parking – 28 on street
- Creating three lane section on Fourth Street from Walnut Street to Spruce Street
Additional Parking - None

Options:

Recommendations:

- **Discussion only, will be revisited at a later date**

3. Request to install 4-way “STOP” at the intersection of Pine Street and Sixth Street. Currently, the intersection has “Stop” signs for northbound and southbound traffic on Sixth Street

Background:

The City received a request from the public to look into creating a four-way stop at the intersection of Sixth Street and Pine Street stating safety reasons for their request

Discussion:

Staff provided the following for the Board’s review:

- Summary of the traffic volume count data with peak hours
- Map identifying the locations of the traffic counts
- Traffic accident summary
 - I. 2010 – 3 accidents reported, unknown location or type
 - II. 2011 – 1 accident reported, non-intersection related, backing out
 - III. 2012 – 0 accidents reported
 - IV. 2013 – 0 accidents reported
 - V. 2014 – 2 accidents reported, non-intersection related, backing out
 - VI. 2015 – 0 accidents reported

- Some common rules or guidelines when installing four-way stop intersections are:
 - i. One indication that an intersection may need three or four-way stop control is its accident patterns. If five or more right and left-turn collisions or right-angle collisions have occurred during the past 12 months, this type of control may be justified
 - ii. A three or four-way stop can also be used as an interim traffic control measure while a traffic signal is being installed at the intersection
 - iii. The volume of traffic which enters an intersection is another guideline:
 1. The total number of vehicles entering the intersection from all approaches must average at least 500 vehicles per hour for any eight hours of an average day
 2. Vehicles and pedestrians combined from both approaches of a minor street must average at least 200 units per hour for the same eight hours. (You must also determine that vehicles entering from the minor street are delayed at least 30 seconds on the average during the hour when the traffic volume is highest)

Options:

- Deny the request to install additional “Stop” signs at the intersection of Sixth Street and Pine Street
- Approve the request to install additional “Stop” signs at the intersection of Sixth Street and Pine Street

Recommendation:

- After reviewing the information provided, the Board felt there was a lack of data support for the citizen’s request for additional “Stop” signs
- Keith motioned to deny the request to install additional “Stop” signs at the intersection of Sixth Street and Pine Street
- Julie 2nd
- Motion passed

I. Other Business:

1. Expired Terms: Julie Christner and Keith Collins

Background:

Julie Christner and Keith Collins were both appointed to the Traffic Advisory Board on October 1, 2012; terms expired October 1, 2015. Julie and Keith would like to be reappointed for another three years

Eagaly Diaz has submitted an application to serve on the following: Traffic Advisory Committee, Police/Citizen and the Landmarks Commission Boards

Options:

- Authorize to reappoint Ms. Christener for another three years
- Authorize to reappoint Mr. Collins for another three years
- Authorize to appoint Ms. Diaz for a three year term
- Deny the requests

Recommendation:

- Vicki motioned to reappoint Julie Christener to fill one of the vacant seats, and reappoint Keith Collins to fill the other vacant seat
- Gloria 2nd
- Motion passed

J. Committee Member Observations:

1. Julie Christner - Chairperson:
2. Vicki Germann – Vice-Chairperson:
 - The Reserves at Prairie Ridge (Apartments south of the Trail) – residents fly out of their parking lot
 - Street signs are fading – would like to have this addressed
 - Could there be angle parking on Cedar Street east of the Hospital
3. Gloria Allen:
4. Garry Bennett:
5. Keith Collins:
6. MPO Troy Davis:

K. Adjourn Meeting

- Gloria motioned to adjourn meeting
- Keith 2nd
- Motion passed
- Meeting adjourned at 6:37 p.m.

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, December 1, 2015

Members Present: Taylor Freburg, Jimmy Deal, Kathy Diehl, Donna Lightner, Ryan Derstein

Members Absent: Tammy Rieth, Phil Sloderbeck

Others Present: Kristi Newland, Donna Wohler, Jordan Piha, Jessica Norton

- I. The meeting was called to order at 5:09
- II. Approval of Agenda –The agenda was approved.
- III. Approval of Minutes –The minutes from the November meeting were approved.
- IV. New Business
 - a. Welcome New Members – Kristi welcomed Donna & Ryan to the board and introductions were made.
 - b. Board Orientation – Ryan & Donna received a copy of the Board orientation PowerPoint.
 - c. Zoo Monthly Report – The zoo received Top Honors from AZA for participation in a conservation project with the Sahara Conservation Fund. Senior staff reviewed zoo areas for additional security camera placement. Skip Mancini is planning performances that will take place at the zoo in June to raise funds for the new primate exhibit. Wild Wednesdays (free vehicle entry) are now every Wednesday thru April 1. The Spirit Nest designer/builder has been contacted to come back and make repairs on the nest. The public fence at Pallas Cats is being installed and the cats should be on exhibit soon. Jordan read an e-mail update on the elephants from Cheyenne Mt. Zoo. They are doing well and being introduced to more elephants and areas. The red panda cubs made their debut outside. The zoo received a recommendation to receive and breed a male and female black rhino; Jordan explained the process of AZA recommendations. Renovations to the barn and fence will be made for the new rhinos.
 - d. FOLRZ Report – The Friends have raised over \$300,000 of 1.4 million toward the new primate exhibit. They are considering other ideas to replace, or alternate years with, the Sleepy Hollow wagon ride at Boo. The train will be in the Christmas parade. Tails in Tinseltown will take place Saturday, December 12 with visits with Santa, breakfast with Mrs. Claus, a craft, and train rides. Jessica is working on grants for funding an update of the strategic plan which was last done in 2008.
- V. Old Business
 - a. Board Tour or reschedule – The board felt a Saturday would work best for a tour and decided on Saturday, January 9 at 10:00 am.
- VI. Board Member Reports –
- VII. The meeting was adjourned at 6:20 p.m.

Next scheduled Meeting is January 5, 2016 at 5:00 p.m.