



**AGENDA  
CITY COMMISSION MEETING  
Tuesday, May 3, 2016  
1:00 PM**

**City Administrative Center, 301 N. 8th Street**

**I. Note:**

**Pre-meeting at 11:00 a.m. – 11:45 a.m. at the City Administrative Center for a presentation from Garden City Police Department on a new Household Violence Unit. 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**

A. April 19, 2016 City Commission minutes.

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

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

A. The Governing Body would like to recognize and congratulate the graduates of 2016 Citizen's Academy.

Jeana Aniler	Marvin Anliker	Colin Betts
Whitney Buchman	Tonya Chmielewski	Sean Collins
Ciara Crandall	Amelia Croteau	Carol Davidson
Amanda Donahoe	Vanessa Garcia	Vicky Germann
Sonia Gutierrez	C.W. Harper	Andrew Hawkins
Clayton Holub	Glenda Mendoza	PaTrick Pinchon
Alejandra Ramos	Mark Russo	Mackenzie Thibault

B. The Governing Body is asked to consider and allow the Mayor to proclaim May 15, 2016 through May 21, 2016 as National Police Week, with a ceremony scheduled for May 13, 2016 at 10 a.m. to be held at the Finney County Law Enforcement Center.

- C. The Governing Body is asked to consider the following requests from Deann Gillen, Executive Director on behalf of Beef Empire Days, Inc.
1. The use of the west greens at Lee Richardson from 8:00 a.m. - 11:00 p.m on Saturday, June 11, 2016 for the annual Chuckwagons in the Park. This request includes closure of the drive in gates and a waiver of half of the fees associated to closing the drive thru.
  2. Permission to sell and consume alcoholic beverages at the zoo from 5:00 p.m. - 11:00 p.m.
  3. Waiver of the carnival deposit fee and daily fees.
- D. The Governing Body is asked to consider and approve use of Lee Richardson Zoo on May 26, 2016 for Leadership Kansas - Taste of Garden City Event.

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

- A. Fred Jones, Water Resource Manager, will present the 2016 Consumer Confidence Report.
- B. Presentation of March 2016 Fire Department activity report.
- C. Presentation of the April Sales Tax report from Service and Finance.

## **VIII. MEETINGS OF NOTE**

- May 7, 2016 - Benefit Dinner and Auction for Coy and James at the American Legion at 5:30 p.m.
- May 13, 2016 - Peace Officer's Memorial Day Ceremony at 10:00 a.m. in front of the Law Enforcement Center, 304 N. Ninth Street
- May 17, 2016 - Joint Meeting of the Governing Bodies of Garden City, Holcomb and Finney County at 11:00 a.m. - 1:00 p.m. in the Meeting Room at the City Administrative Center
- June 2-4, 2016 at 7:30 p.m. and June 5, 2016 at 2:00 p.m. - *Monkey Business* performance at the Finnup Center in the Baffa Lecture Hall
- June 6, 2016 - June 13, 2016 - Flying Legends of Victory tour at Garden City Regional Airport. The B-17 free viewing from 9:00 am - 6:00 pm.
- June 9-11 at 7:30 p.m. and June 12, 2016 at 2:00 p.m. - *Monkey Business* performance at the Finnup Center in the Baffa Lecture Hall
- June 11, 2016 - Beef Empire Days Community Feed at Lee Richardson Zoo on the west green from 9:00 a.m. - 11:00 p.m.
- June 11, 2016 - Beef Empire Days Main Street parade at 10:30 a.m.
- July 30, 2016 - Downtown Summer Sidewalk Sales
- August 20, 2016 - Downtown Vision's 2016 Art Banner Walk

## **IX. CONSIDERATION OF APPROPRIATION ORDINANCE**

- A. Appropriation Ordinance No. 2411-2016A.

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

- A. The Governing Body is asked to consider and approve two (2) Resolutions with regard to escrow disbursement signatures.

Res. No. \_\_\_\_\_-2016, a resolution authorizing the City of Garden City to enter into a municipal lease/purchase agreement (lease no. 5000127-006) for Police Department equipment with Clayton Holding, LLC.

Res. No. \_\_\_\_\_-2016, a resolution authorizing the City of Garden City to enter into a municipal lease/purchase agreement (lease no. 5000127-004) for Police Department equipment with Commerce Bank, NA.

- B. Res. No. \_\_\_\_\_ - 2016, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas. (607 Conkling - White minivan)

## **XI. OLD BUSINESS**

## **XII. NEW BUSINESS**

- A. Executive Director of Downtown Vision, Inc., Myca Bunch will be present to review the 2016 1st quarter report with the Governing Body.
- B. The Governing Body is asked to provide staff with direction for the properties located at 302, 306 N. 6th Street and 305 N. 5th Street.
- C. The Governing Body is asked to consider and approve a contract with Vision Internet to provide website development and hosting services.
- D. The Governing Body is asked to consider and approve revisions to the Water Conservation and Drought Response Plan as part of a planned annual review process.
- E. Review of Enterprise & Support Funds - Golf Course (#70), Golf Course Bldg. (#71), Solid Waste (#75), Drainage Utility (#79).
- F. ***Consent Agenda for approval consideration:***

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

1. The Governing Body is asked to consider and approve the lease amendment between Sherif Dullovi, Giovanni Dullovi and the City of Garden City for the rented restaurant space at Garden City Regional Airport.
2. Quit Claim Deed from the Heirs of Charles T. Williams transferring Spaces 1 and 2, Lot 57, Zone D of Valley View Cemetery to Ronald and/or Janie Schwartz.

## **XIII. CITY COMMISSION REPORTS**

- A. Commissioner Doll

B. Mayor Law

C. Commissioner Fankhauser

D. Commissioner Cessna

E. Commissioner Dale

#### **XIV. OTHER ENTITIES**

- A. Presentation of the March 10, 2016 minutes and the April 14, 2016 agenda from the Community Health Advisory Board.
- B. Presentation of the April 19, 2016 meeting minutes for the Police/Citizens Advisory Board.
- C. Presentation of the February 29, 2016, March 28, 2016 and April 6, 2016 meeting minutes from the Garden City Recreation Commission.
- D. Presentation of the January 2016 approved minutes from the Public Utilities Advisory Board.
- E. Presentation of the February 2016 approved minutes from the Public Utilities Advisory Board.

#### **XV. ADJOURN**

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

City of Garden City

April 19, 2016

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, April 19, 2016 with all members present. Commissioner Dale opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

Mayor Doll stated that it has been a privilege and honor to serve and represent this community as the Mayor of Garden City and thanked the citizens of this community and her fellow Commissioners for the faith they placed in her to serve in this capacity. Mayor Doll reflected on the highlights of the previous year.

Commissioner Cessna moved to appoint Commissioner Law as Chairperson to the Board, to assume the duties and title of Mayor. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Former Mayor Doll presented the traditional wooden gavel to Mayor Law. Mayor Law presented a recognition award to former Mayor Doll.

Mayor Law stated he appreciates the confidence the other Commissioners have placed in him and that hopes to do as well as he has seen done in previous years.

Commissioner Fankhauser moved to appoint Commissioner Dale as the Vice-Chairperson, to assume the duties and title of Vice-Mayor and serve as the Chairperson in the absence of the Mayor. Mayor 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 approve the City Clerk and City Attorney as personnel authorized to be seated at the Commission bench. 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 to designate The Garden City Telegram as the official city newspaper. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

A brief reception for family, friends and residents followed the reorganization of the City Commission of the City of Garden City in the large meeting room at the City Administration Center.

Commissioner Cessna moved to approve a request from Russ Tidwell, President of the Tumbleweed Festival, Inc., for the use of the west green at Lee Richardson Zoo on August 26-28, 2016 for the 25th annual Tumbleweed Festival. The request includes set-up August 22-25 and teardown August 29-30. The request also includes allowing volunteers to drive in through the gates at no charge and closing the drive-in gates during the festival to maintain safe walking areas. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve a request from Jimmy Deal, on behalf of Leave a Legacy Foundation, for the temporary closure of public vehicle access to Lee Richardson Zoo on Saturday, October 1, 2016 from 8:00 a.m. - 10:30 a.m. This request also includes a waiver of fees associated with hanging of banners and signs and permission to have 18" x 24" yard signs placed in individuals' yards, the Clarion Inn, and at St. Catherine Hospital from September 30 - November 5, 2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve a request from Eric Cenatiempo, on behalf of The Appliance and Furniture Mart, for a waiver to the sign and temporary structure requirements from April 23, 2016 - May 1, 2016 at 1117 Fleming Street to hold a tent/sidewalk sale. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve a request by the Finney County Preservation Alliance (FCPA) to allow the possession and consumption of alcoholic liquor, specifically wine, in a public park on May 21, 2016, from 6:00 p.m. to 10:00 p.m. for a fundraising event. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved to approve a request to name the basketball courts at Finnup Park the "Carlos Bribiesca Basketball Courts." 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

Director of Aviation Powell presented the March 2016 staff report for the Garden City Regional Airport.

Neighborhood & Development Services Director Kentner presented the March 2016 code compliance report from Neighborhood & Development Services.

Congratulations to City Clerk Celyn Hurtado on the occasion of receiving the Nancy Crain Administrative Professional of the Year Award from the Administrative Assistants of Kansas Cities! Newton City Clerk Denise Duerkson presented the award.

Staff provided several items of information for Governing Body review including the following: from Community Development Director Kentner the building report, from Cemetery Director Stevenson the monthly staff report, from Finance Director Hitz the monthly financials and sales tax report, from Police Chief Utz the monthly activity report and from Zoo Director Newland the monthly zoo report.

Meetings of note:

- April 20, 2016 - Earth Day - Party for the Planet at Lee Richardson Zoo
- April 28, 2016 – Citizen’s Academy closing dinner/graduation at the City Administrative Center at 5:30 p.m.

- April 29, 2106 – Arbor Day Tree Planting Ceremony at Bernadine Sitts Intermediate Center at 2:55 p.m.
- May 13, 2016 – Peace Officer’s Memorial Day Ceremony at 10:00 a.m. in the front of the Law Enforcement Center, 304 N. Ninth Street
- June 2-4, 2016 - "Monkey Business" performance at the Finnup Center in the Baffa Lecture Hall at 7:30 p.m.
- June 4-11, 2016 – Beef Empire Days’ activities
- June 5, 2016 - "Monkey Business" performance at the Finnup Center in the Baffa Lecture Hall at 2:00 p.m.
- June 6, 2016 – June 13, 2016 – Flying Legends of Victory will make a tour stop at Garden City Regional Airport. The B-17 Sentimental Journey will be on display for free viewing from 9:00 am - 6:00 pm. A small donation is requested to tour the aircraft and tickets to fly in the aircraft are available!
- June 9-11, 2016 - "Monkey Business" performance at the Finnup Center in the Baffa Lecture Hall at 7:30 p.m.
- June 12, 2016 - "Monkey Business" performance at the Finnup Center in the Baffa Lecture Hall at 2:00 p.m.
- July 30, 2016 – Downtown Summer Sidewalk Sales
- August 20, 2016 – Downtown Vision’s 2016 Art Banner Walk

Appropriation Ordinance No. 2410-2016A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$961,335” was read and considered section by section. Commissioner Dale moved to approve and pass Appropriation Ordinance No. 2410-2016A. 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

At 1:39 p.m., Mayor Law opened the public hearing for the purpose of the Governing Body hearing questions, concerns and comments from the public in regards to the Chappel Heights Second Addition project.

Assistant Neighborhood & Development Services Director Davidson explained the procedure for the adoption of a Development Plan and establishment of a Rural Housing Incentive District (RHID).

Bernard Chappel updated the Governing Body on the Chappel Heights project and thanked City staff for their assistance on the project.

There being no other comments from the public, the Mayor closed the public hearing.

Ordinance No. 2722-2016, “AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (Chappel Heights Second Addition)” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2722-2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered a Feral Cat Trap-Neuter-Release (TNR) Program.

Kay Gillespie thanked the Governing Body for considering the TNR program and requested the Governing Body to reconsider the three cat rule.

Whitney Buchman addressed the Governing Body regarding his opposition to the TNR program.

Ordinance No. 2723-2016, “AN ORDINANCE ESTABLISHING A FERAL CAT TRAP-NEUTER-RETURN PROGRAM IN THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2723-2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered an ordinance to increase the Cereal Malt Beverage license fees in Garden City, Kansas.

Ordinance No. 2724-2016, “AN ORDINANCE ESTABLISHING A FEE FOR A CEREAL MALT BEVERAGE RETAILER’S LICENSE IN THE CITY OF GARDEN CITY, KANSAS; AMENDING CURRENT CODE SECTION 42-46; REPEALING CURRENT CODE SECTION 42-46; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2724-2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve and direct staff to submit a trail grant application to the Sunflower Foundation for the Tangeman Complex trail connector. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve KDOT Supplemental Agreement No. 2, to agreement No. 209-12, for the Windsor Hotel Transportation Enhancement Project. 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 following changes to Downtown Development Fund (DDF) for the purpose of clarifying the procedure.

1. Upon the completion of the project, all applicants must have their project inspected to verify the scope of work completed, and the applicant must present receipts verifying the work performed. If the difference of the total amount of work performed or dollars spent is more than ten percent (10%) from the pre-project plan, staff will re-present their project to the City Commission for reevaluation before the funds are awarded.
2. When an applicant is awarded the DDF, they will then have 180 days to begin their project or they will lose their awarded funds.

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve a Federal Fund Exchange Master Agreement with the Kansas Department of Transportation and the 2016 Request to

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the response provided by staff to the Federal Aviation Administration's Public Notice on Aeronautical Study Number 2015-ACE-3660-OE. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Assistant to the City Manager Cottrell reviewed projects authorized in the 2016 budget and/or proposed in the 2016 and 2017 Capital Improvement Programs that require debt financing with the Governing Body. This matter will be discussed again during the budget process leading to a final decision.

Finance Director Hitz reviewed the 2016 & 2017 Capital Improvement Program along with proposed financing of those projects. Review of Special Revenue, Support & Misc. Funds - TIF (#04), Capital improvement Reserve (#5), CD Loan Fund (#6), Cemetery Endowment (#7), Community Trust Reserve (#8), DEA Enforcement (#10), Drug Enforcement (#11), E-911 Funds (#15), Finnup Foundation (#18), 12-6 a13 Revolving Fund (#26), Risk Reserve (#27), Special Drug & Alcohol (#29), Special Parks & Rec (#30), Special Traffic- way(#32), Street (#01-133), Workers Compensation (#35), Workers Compensation Reserve (#36), Community Development (#50), Economic Development Revolving Loan (#52), Project Development (#53).

Commissioner Dale moved to approve the following:

1. Governing Body consideration and approval of the low bid from M-B Companies for snow removal equipment at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-35).
2. Governing Body consideration and approval of licenses for April 19, 2016.

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved that the City Commission go into executive session pursuant to K.S.A. 75-4319(b)(2) for 20 minutes for the purpose of consultation with City legal counsel on matters which are privileged in the attorney/client relationship which if discussed in open session would waive that privilege and that the City Commission reconvene into open session in the City Commission Chambers at 4:25 p.m. with City Manager Allen, City Attorney Grisell and Assistant City Attorney Cunningham present. 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

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

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

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Chris Law, Mayor

ATTEST:

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Celyn N. Hurtado, City Clerk

### **City Commission Reports**

Commissioner Dale thanked Commissioner Doll for her term as Mayor and congratulated new Mayor Law. Commissioner Dale stated it was great to hear an update on the Chappel Heights project. Commissioner Dale congratulated City Clerk Hurtado on receiving the Administrative Professional of the Year Award from the Administrative Assistants of Kansas Cities.

Commissioner Doll congratulated Mayor Law and Vice Mayor Dale on their appointments. Commissioner Doll stated she attended the Police Department's award ceremony and thanked Sergeant Wheat, Officer Armenta and Officer Taylor for their service to Garden City. Commissioner Doll discussed the recent trip to Washington, D.C. and stated the visits on KDOT and EAS seemed to be well received. Commissioner Doll mentioned that she recently attended a ribbon cutting at Western Kansas Community Foundation and stated they have a great new program called ICARE. Commissioner Doll congratulated City Clerk Hurtado on her recent award. Commissioner Doll discussed that the city has had over 250 code compliance issues on the last report that takes money away from the City that could be used elsewhere and pleaded with citizens to clean up their yards and areas around them.

Mayor Law congratulated and thanked Sergeant Wheat, Office Armenta and Officer Taylor for their service to our community. Mayor Law stated after hearing the stories of what took place on the calls and hearing the number of drugs taken off the streets, he knows the awards are well deserved. Mayor Law stated he was happy to see the family of Carlos Bribiesca request that the basketball courts be named in his memory. Mayor Law stated this might inspire younger kids to see the kind of impact they can make in our community. Mayor Law congratulated City Clerk Hurtado for her award and Vice Mayor Dale for his new position on the Commission and thanked Commissioner Doll for her service to the community.

Commissioner Fankhauser congratulated City Clerk Hurtado on her award. Commissioner Fankhauser said he received a phone call from a citizen stating their appreciation for the work done by the Water Department.

Commissioner Cessna thanked Mayor Doll for her year of service. Commissioner Cessna congratulated Mayor Law and Vice Mayor Dale and wished them well. Commissioner Cessna congratulated and thanked Sergeant Wheat, Officer Armenta and Officer Taylor for their protection of our community. Commissioner Cessna congratulated City Clerk Hurtado on her award and thanked the Street Department for the sealing on north Third Street.

# Petitions



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Michael D. Utz, Chief of Police  
**DATE:** May 3, 2016  
**RE:** National Police Week Proclamation 2016

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### **ISSUE:**

The Governing Body is asked to consider and allow the Mayor to proclaim May 15, 2016 through May 21, 2016 as National Police Week, with a ceremony scheduled for May 13, 2016 at 10 a.m. to be held at the Finney County Law Enforcement Center.

### **BACKGROUND:**

Since May 15, 2002, the Garden City Police Department has honored the fallen Law Enforcement Officers throughout the Nation as well as those who continue to serve.

### **ALTERNATIVE:**

None.

### **RECOMMENDATION:**

The recommendation is to approve the proclamation of May 15, 2016 through May 21, 2016 as National Police Week.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
National Police Week Proclamation 2016	4/13/2016	Backup Material

## PROCLAMATION

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

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

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

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

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

NOW, THEREFORE, I, Janet A. Doll, Mayor of the City of Garden City, Kansas do hereby declare May 15-21, 2016 as

### **National Police Week**

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

Signed and sealed this 13th day of May, 2016.

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

Attest:

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



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** May 3, 2016  
**RE:** 2016 Beef Empire Days Requests

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### **ISSUE:**

The Governing Body is asked to consider the following requests from Deann Gillen, Executive Director on behalf of Beef Empire Days, Inc.

1. The use of the west greens at Lee Richardson from 8:00 a.m. - 11:00 p.m on Saturday, June 11, 2016 for the annual Chuckwagons in the Park. This request includes closure of the drive in gates and a waiver of half of the fees associated to closing the drive thru.
2. Permission to sell and consume alcoholic beverages at the zoo from 5:00 p.m. - 11:00 p.m.
3. Waiver of the carnival deposit fee and daily fees.

### **BACKGROUND:**

Beef Empire Days plans to move the Chuckwagons in the Park to Lee Richardson Zoo on June 11, 2016, due to the festivities outgrowing Stevens Park and making this a day long family event. Planned events include a car show, educational and industry vendor booths and entertainment throughout the day.

### **ALTERNATIVE:**

1. Approve all requests as presented.
2. Make other recommendations or suggestions for requests.
3. Deny all requests.

### **RECOMMENDATION:**

Staff recommends Alternative 1.

### **FISCAL NOTE:**

If all requests are approved as requested the total amount for fees waived for Beef Empire Days would be \$6,000.00. The daily carnival fees would be \$3,000 (10 days x \$300 per day). The refundable carnival deposit fee is \$2,500.00. The waiver to close the gates at Lee Richardson Zoo would be \$500.00.

Waiver of the carnival daily fees and deposit would amount to \$3500.00.

Waiver of 1/2 of the fees for closure of Lee Richardson Zoo vehicle traffic would amount to \$500.00.

**ATTACHMENTS:**

Description	Upload Date	Type
2016 BED detailed requests	4/28/2016	Backup Material
2016 BED request letter	4/13/2016	Backup Material
2016 BED carnival fees waiver request	4/28/2016	Backup Material

## 2016 Beef Empire Days Celebration Requests:

1. We request that the lights on the Finney County Fairgrounds Parking Lot be turned on from **Friday evening, May 20, 2016 through Monday morning, May 30, 2016** for the Beef Empire Days Carnival and other Beef Empire Days related events held at the Fairgrounds.
2. We request that the electrical units on the west end of the Finney County Fairgrounds Parking Lot be activated for Ottaway Amusements on **Wednesday morning, May 18, 2016**. This is the electricity that will be used to power the residential units used by the carnival staff during their stay in Garden City. Notification will be provided to the City Electrical Staff by Beef Empire Days, Inc. Executive Director, as to the exact shut-off date of the electrical outlets. This will be dictated by Ottaway Amusements and their departure from Garden City. Additionally, Beef Empire Days, Inc. accepts responsibility for any damage done to the outlet boxes by the carnival operators. Johnson Septic Tank Service will be providing portable toilet units at the carnival at the direction of Beef Empire Days, Inc.
3. **May 20 - May 29, 2016** for the Beef Empire Days Carnival. We would ask for this same consideration in 2016 as we did in 2015. Request for extra dumpsters and barrels on the paved main parking lot (locations to be the same as previous years) and waiver of the daily fee and the deposit for the carnival.
4. Permission for the Garden City Family YMCA to hold a 5K and 10K run the residential streets north of the YMCA facility located on Center and Harding Streets in Garden City on **Saturday morning, June 4, 2016** beginning at 7:30 a.m.
5. Permission to hold a softball tournament on **Saturday and Sunday, June 4 and June 5, 2016** at Peebles Complex and Wiley Park. Jared Rutti of Garden City Recreation will chair this event which benefits youth sporting opportunities in our community.
6. Permission to hold a Horse Shoe Tournament at Finnup Park at the pits located south of the municipal pool. Warren Schwab will coordinate this event that begins at 9:00 a.m. on Saturday, **June 4, 2016**.
7. **Saturday, June 4, 2016** the First Christian Church, in conjunction with Beef Empire Days, requests permission to use the Stevens Park Band Shell for a public Christian music concert. The concert is scheduled to begin at 4:00 p.m. and will conclude by 10:00 p.m. Access to electricity and extra wheeled trash receptacles are requested for this event, also.
8. Saint Francis Community Service will be coordinating a Children's Parade, open to all youth eight (8) years old and younger on **Saturday, June 4, 2016** at 10:00 a.m. in Stevens Park. The children will gather in the southwest corner of the park and then parade around the park on tricycles, bicycles and / or wagons at approximately 10:30 a.m.
9. The use of Stevens Park for **Saturday, June 11, 2016** for the Chuckwagon Breakfast event. We would request that the south parking places on Spruce Street between Main and Seventh Streets be barricaded on Friday evening, June 10th. Chris Cakes and the BED Committee will use these parking spaces as a staging area for the two feed times, which are scheduled to take place on Saturday morning from 6:30 a.m. to 9:30 a.m. and from 11:30 a.m. to 1:30 p.m. respectively. We would request additional wheeled trash receptacles be placed throughout the park and extra dumpsters placed next to the driveway at the north end of the park at no additional cost. We also request access to water and electricity at the band shell for the preparation of the food. Also request to use the new concession stand to store supplies in.

10. The use of Lee Richardson Zoo for **Saturday, June 11, 2016** will be the Chuckwagons in the Park community feed. We would like to make this a family event all day and into the evening. The car show would also be held along with booths being educational, vendors and industry. We want to have a little entertainment throughout the day as well. The event will take place from 11:00 a.m. and run until 11:00 p.m. WE would like to set up some things Friday, June 10 in the afternoon into the evening and start again Saturday, June 11 at 8:00 a.m. The request includes electricity and 2 extra trash dumpsters for all day Saturday. We are planning to have the west side occupied from 8:00 a.m. – 11:30 p.m.. We are going to have the feed from 11:30 a.m. until the food runs out and also have vendors, music and educational booths. The car show will be held from 11:00 a.m. – 4:00 p.m. Then at 8:00 p.m. we plan on having Clay Davenport followed by the Jared Daniels band playing until 11:00 p.m. We will face the stage to the west so the music will carry out of the zoo. Beef Empire Days is aware that the audio cannot conflict with the production of Monkey Business taking place the evening of June 11, 2016 from 7:30 p.m. – 9:00 p.m. The request includes permission to have Samy's Spirits & Steakhouse sell alcohol beverages for consumption at the zoo. We request a waiver of half the fee to close down Lee Richardson Zoo for the day.
11. Permission to hold the annual parade on **Saturday, June 11, 2016**, 10:30 a.m. to approximately 12:00 noon. The route of the parade will head up 8th street to Hackberry and start the parade traveling south on Main Street from Hackberry Street to the Fairgrounds. The participants generally begin to disburse at the fairgrounds. All parade participants will be notified of City Ordinance 60-62(b) that prohibits throwing candy or favors from moving vehicles. We advise them to walk the sidewalks if they desire to distribute items. We request that the parade route from Fulton Street to Spruce Street (east side) and Walnut Street (west side) be roped off, allowing spectators to stand on the sidewalks and the empty parking spaces. This barrier will need to be enforced by security assistance (bicycle force). We would request permission to locate parade announcers on flat bed trailers to be parked (1) at 305 N. Main on the west-side of the street in front of the former bank building. The 2016 Parade Application has been forwarded to Sam Curran for Public Works and Police approval.
12. We would ask that the electricity be activated in the park area behind 305 N. Main (on Grant Avenue next to Kep's) no later than 8:00 a.m. on **Saturday, June 11, 2016**. This is the electricity that is used to power the announcers stand during the parade. It can be shut off after the parade at approximately 1:00 p.m. We would ask to be able to plug into the down town speakers to announce the parade.
13. **Saturday, June 11, 2016** - We would ask for Public Works assistance in providing workers and equipment for animal cleanup at the conclusion of the parade. Sam and his crew have provided this service in years past and we ask consideration of continuing this service in 2016.

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Garden City, Kansas

Social Media/Photographer  
*Shannon Hulett*

Garden City, Kansas

June 5-June 14, 2015

www.beefempiredays.com  
e-mail: beefempiredays@gcnet.com

# Beef Empire Days, Inc.

206 E. Fulton Terrace Garden City, Kansas 67846. (620) 275-6807 (620) 275-7481 (Fax)

January 11, 2016

Andy Liebelt  
City of Garden City Parks Department  
PO Box 499  
Garden City, KS 67846

Dear Andy,

Thank you again for all of your assistance with Beef Empire Days activities and events in previous years. I look forward to working with you on our events. Pursuant to the Parks Facility Reservation Policy I am sending our request for facilities to you at this time. In addition, I will plan to meet with the City Commissioners later in the spring and I will provide them with all of our City of Garden City related requests at that time.

After reviewing the following list please feel free to contact me with any questions and thank you for your continued support and cooperation. I have included all park facilities requests, not just Stevens Park.

## Beef Empire Days 2016

Finnup Park Horseshoe Pits	6/4	Horseshoe Tournament
Stevens Park (9:00 am – 11:30 am)	6/4	Children's Parade
Stevens Park (4:00 pm – 11:00 pm)	6/4	Christian Music Concert
Stevens Park (5:30 am – 2:30 pm)	6/11	Community Feed
Lee Richardson Zoo West Side (9:00 am - 11:00 pm)	6/11	Community Feed
American State Bank BED Parade	6/11	Main Street Parade
Peebles and Dean Wiley Complexes	6/4-6/5	Softball Tournament

I would like to ask for your consideration that we be able to store food supplies in the new building at Stevens Park for the Saturday, June 11th events in the concession area of that facility on Friday, June 10th. Further requests regarding specific electricity, trash and other needs will be forthcoming as we get closer to June and the 2016 celebration. Again, thank you for your past assistance and I look forward to working with you and your department during this year's events.

Sincerely,

Deann Gillen  
Executive Director  
Beef Empire Days, Inc.

**Beef....Anytime, Anywhere!**

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*Francisco Rodriguez*  
Lakin, Kansas

*Carlie Rooney*  
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*Greg Strong*  
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Southwest Kansas State  
Research Center  
*Justin Waggoner*  
Garden City, Kansas

Social Media/Photographer  
*Shannon Hulett*  
Garden City, Kansas

**June 3-June 12, 2016**

www.beefempiredays.com  
e-mail: beefempiredays@gcnet.com

# *Beef Empire Days, Inc.*

206 E. Fulton Terrace Garden City, Kansas 67846 (620) 275-6807

January 11, 2016

City Commissioners  
301 N 8th  
Garden City, KS 67846

Dear City Commissioners,

Beef Empire Days would like to ask the City Commissioners to please waive the daily fee and the deposit for the carnival as they have in the past years. The carnival will be held May 20- May 29<sup>th</sup>. Ottaway Amusements has been involved with Beef Empire Days and the City of Garden City for more than 39 years. Chris Flattery and his employees support Garden City by shopping, fuel, eating, and recreation on their time off. The board of directors of directors would like to thank the City Commissioners for their consideration to waive the carnival fee.

Sincerely,



Deann Gillen  
Executive Director  
Beef Empire Days, Inc.

***BEEF Every Day!***



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jennifer Cunningham, Local Program Chair for Leadership Kansas 2016  
**DATE:** May 3, 2016  
**RE:** Leadership Kansas 2016 - Taste of Garden City Event

---

### **ISSUE:**

The Governing Body is asked to consider and approve use of Lee Richardson Zoo on May 26, 2016 for Leadership Kansas - Taste of Garden City Event.

### **BACKGROUND:**

Leadership Kansas started in 1979 and is the second oldest statewide leadership program in the country. The program was established to identify a group of diverse, established leaders from across the state and develop programming that introduces the participants to the most important topics/issues in Kansas. The program centers around visiting six communities over six months each year. The program begins in April and ends in October. Garden City has been the first stop of the program for at least the last 30 years.

The event always takes place in Garden City towards the end of May on a Wednesday, Thursday and Friday. The class visits Royal Dairy, Reeve Cattle, Tyson, Sunflower and hears a variety of speakers on agriculture, energy and diversity. I went through the class in 2014 and now I am the chair for the event in 2016. Typically, the Thursday night event is made up of five alumni hosting eight class members in their home. The host home cooks steaks, appetizers, and entertains the class. It has been a huge success for many years. This year that is not possible due to the close proximity to Memorial Day and a number of alumni being out of town.

This year I would like to have the Thursday event at the Zoo. This event would be called a Taste of Garden City. It would include five local restaurants serving Vietnamese, Italian, Thai, Mexican and American food to the class. There would be a live band, bar tent, animal ambassadors and alumni present to talk about our wonderfully diverse community. This event would require the zoo to shut down 2 hours early on May 26, 2016 to allow for set-up and preparation. Additionally, we would like to serve beer and wine during the event.

The Leadership Kansas alumni group will be donating money to both Lee Richardson Zoo and Friends of Lee Richardson Zoo for their cooperation along with purchasing items from the Safari Shop for the gift baskets that are given to the class upon their arrival to Garden City. Additionally, the event is paying the five local restaurants and buying the beer and wine locally.

### **ALTERNATIVE:**

1. Allow Lee Richardson Zoo to close two hours early on May 26, 2016 and allow service of beer and wine in the zoo for the Taste of Garden City event.

2. Deny closure of Lee Richardson Zoo two hours early and deny service of beer and wine in the zoo for the Taste of Garden City event.

**RECOMMENDATION:**

I would recommend you approve the accommodations for the Taste of Garden City event.

**FISCAL NOTE:**

None

# Report of the City Manager



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Fred Jones, Water Resource Manager  
**DATE:** May 3, 2016  
**RE:** Water Department - 2016 Consumer Confidence Report

---

### **ISSUE:**

Fred Jones, Water Resource Manager, will present the 2016 Consumer Confidence Report.

### **BACKGROUND:**

KDHE requires an annual report of water quality to be presented to the consumers of our water resource. This consumer confidence report outlines all the water quality testing activities of the Water Department Staff. The report released in 2016 covers all of the testing activity during the 2015 calendar year.

The report as presented to the commission shows that the City of Garden City Water Department is delivering water to the consumer that did not violate any drinking water regulations.

There are also secondary contaminants that the Water Department monitors. In our water system we find that water hardness (calcium carbonate), sodium, sulfate, and TDS (total dissolved solids), are at the maximum recommended level or above. These contaminants have recommended levels but there is no maximum level that triggers regulatory control or correction.

Printed copies of the consumer confidence report are available from the Water Department page on the City website. Hard copies of the annual water use report are also available from the Service and Finance office upon request. We encourage anyone with water quality questions or issues to contact the Water Department.

### **ALTERNATIVE:**

This report is provided for informational purposes, no action required.

### **RECOMMENDATION:**

Not Applicable.

### **FISCAL NOTE:**

Not Applicable.

### **ATTACHMENTS:**

Description	Upload Date	Type
2016 Consumer Confidence Report	4/25/2016	Exhibit

# CITY OF GARDEN CITY

## Consumer Confidence Report - 2016

### Covering Calendar Year - 2015



#### Is my water safe to Drink?

Yes. The City of Garden City strictly adheres to the standards set by the EPA and Kansas Department of Health and Environment (KDHE). However, all sources of drinking water can be impacted by natural or man-made contaminants. Potential contaminants include microbes, organic or inorganic chemicals, or radioactive materials.

Drinking water, **including bottled water**, may be reasonably expected to contain at least small amounts of contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons with cancer undergoing chemotherapy, persons who have received organ transplants, people with HIV / AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. If you are concerned about your health condition you should consult with your healthcare professional regarding drinking water.

EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

#### What is the purpose of this brochure?

This brochure is a snapshot of the quality of the water that we provided last year. Included are the details about where your water comes from, what it contains, and how it compares to Environmental Protection Agency (EPA) and state standards. We are committed to providing you with information because informed customers are our best allies. If you would like to observe the decision-making process that affect drinking water quality, please call Fred Jones, Water Resource Manager at 620-276-1291. City Commission meetings are held the first and third Tuesday of each month at the Garden City Administrative Center, 301 N. 8th Street, Garden City, KS 67846.

A portion of our drinking water supply is provided by Wheatland Electric Cooperative through a Consecutive Connection (CC). Water provided by the City of Garden City comes from 13 Ground Water Wells and water purchased from Wheatland Electric Cooperative, Inc. The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in sources water before we treat it include:

Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, livestock operations and wildlife.

Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.

Pesticides and herbicides, which may come from a variety of sources such as storm water run-off, agriculture, and residential users.

Radioactive contaminants, which can be naturally occurring or the result of mining activity.

Organic contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and also come from gas stations, urban storm water run-off, and septic systems.

In order to ensure that tap water is safe to drink, EPA prescribes regulation which limits the amount of certain contaminants in water provided by public water systems. We treat our water according to EPA's regulations. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Our water system is required to test a minimum of 30 samples per month in accordance with the Total Coliform Rule for microbiological contaminants. Coliform bacteria are usually harmless, but their presence in water can be an indication of disease-causing bacteria. When coliform bacteria are found, special follow-up tests are done to determine if harmful bacteria are present in the water supply. If this limit is exceeded, the water supplier must notify the public.

## Water Quality Data

The following tables list all of the drinking water contaminants which were detected during the 2015 calendar year. The presence of these contaminants does not necessarily indicate the water poses a health risk. Unless noted, the data presented in this table is from the testing done January 1- December 31, 2015. The state requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Some of the data, though representative of the water quality, is more than one year old. **The bottom line is that the water that is provided to you is safe.**

<u>Microbiological</u>	Result	MCL	MCLG	Typical Source
COLIFORM (TCR)	In the month of March, 1 sample returned as positive.	MCL: Systems that Collect Less Than 40 Samples per Month - No more than 1 positive monthly sample	0	Naturally present in the environment

These columns indicate the levels found in the city water supply.

This column indicates the maximum level allowed by EPA.

<u>Regulated Contaminants</u>	Collection Date	Your Highest Value	Range (low/high)	Unit	MCL	MCLG	Typical Source
ARSENIC	2/13/2013	1.9	1.4 - 1.9	ppb	10	0	Erosion of natural deposits
BARIUM	2/13/2013	0.056	0.016 - 0.056	ppm	2	2	Discharge from metal refineries
CHROMIUM	2/13/2013	2.7	1.7 - 2.7	ppb	100	100	Discharge from steel and pulp mills
FLUORIDE	4/6/2015	0.76	0.5-0.76	ppm	4	4	Natural deposits; Water additive which promotes strong teeth.
NITRATE	3/9/2015	3.6	3.2-3.6	ppm	10	10	Runoff from fertilizer use
SELENIUM	2/13/2013	6.4	3.5 - 6.4	ppb	50	50	Erosion of natural deposits
TETRACHLOROETHYLENE	8/10/2015	1.3	1.3	ppb	5	0	Discharge from factories and dry cleaners

<u>Disinfection Byproducts</u>	Monitoring Period	Your Highest RAA	Range (low/high)	Unit	MCL	MCLG	Typical Source
TOTAL HALOACETIC ACIDS (HAA5)	2015	2	2—3.3	ppb	60	0	By-product of drinking water disinfection
TTHM	2015	12	2.7—19	ppb	80	0	By-product of drinking water chlorination

<u>Lead and Copper</u>	Monitoring Period	90 <sup>th</sup> Percentile	Range (low/high)	Unit	AL	Sites Over AL	Typical Source
COPPER, FREE	2015	0.13	0.01- 0.24	ppm	1.3	0	Corrosion of household plumbing
LEAD	2015	2.3	1.1 - 4.4	ppb	15	0	Corrosion of household plumbing

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Your water system is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

## Water Quality Data (continued)

Radiological Contaminants	Collection Date	Your Highest Value	Range (low/high)	Unit	MCL	MCLG	Typical Source
COMBINED RADIUM (-226 & -228)	5/4/2015	2.6	1-2.6	PCI/L	5	0	Erosion of natural deposits
COMBINED URANIUM	5/4/2015	19	19	µg/l	30	0	Erosion of natural deposits

Secondary Contaminants	Collection Date	Our Highest Value	Range (low / high)	Unit	SMCL
ALKALINITY, TOTAL	2/13/2013	124	76.3 - 124	MG/L	300
ALUMINUM	2/13/2013	0.056	0.056	MG/L	0.05
CALCIUM	2/13/2013	130	43 - 130	MG/L	200
CHLORIDE	2/13/2013	46	24 - 46	MG/L	250
CONDUCTIVITY @ 25 C UMHOS/CM	2/13/2013	1100	570 - 1100	UMHO/CM	1500
CORROSIVITY	2/13/2013	0.38	0.34 - 0.38	LANG	0
DICHLORODIFLUOROMETHANE	8/13/2012	1.5	1.5	UG/L	
GROSS URANIUM BY ACTIVITY	5/4/2015	15.5	15.5	PCI/L	
HARDNESS, TOTAL (AS CaCO <sub>3</sub> )	2/13/2013	430	170 - 430	MG/L	400
IRON	2/13/2013	1.5	0.045 - 1.5	MG/L	0.3
MAGNESIUM	2/13/2013	29	14 - 29	MG/L	150
MANGANESE	2/13/2013	0.013	0.001 - 0.013	MG/L	0.05
METHYL TERT-BUTYL ETHER	8/12/2013	0.64	0.64	UG/L	
NICKEL	2/13/2013	0.002	0.002	MG/L	0.1
PH	2/13/2013	7.9	7.6 - 7.9	PH	8.5
POTASSIUM	2/13/2013	3.5	2.6 - 3.5	MG/L	100
SILICA	2/13/2013	21	8.4 - 21	MG/L	50
SODIUM	2/13/2013	91	27 - 91	MG/L	100
SULFATE	2/13/2013	420	150 - 420	MG/L	250
TDS	2/13/2013	800	340 - 800	MG/L	500
ZINC	2/13/2013	0.047	0.0085 - 0.047	MG/L	5

### Additional Information

- During the 2015 calendar year, we did not violate drinking water regulations.
- During the 2015 calendar year, the water systems that we purchase water from had no violations of drinking water regulations.
- Additional Required Health Effects Language: Certain minerals are radioactive and may emit a form of radiation known as alpha radiation. Some people who drink water containing alpha emitters in excess of the MCL over many years may have an increased risk of getting cancer.
- Please Note: Because of sampling schedules, results may be older than 1 year.
- For information about water supplied by Wheatland Electric Cooperative visit: [www.krwa.net/ccr/wheatland](http://www.krwa.net/ccr/wheatland)

## Terms & Abbreviations

**Maximum Contaminant Level Goal (MCLG):** the “Goal” is the level of a contaminant in drinking water below which there is no known or expected risk to human health. MCLGs allow for a margin of safety.

**Maximum Contaminant Level (MCL):** the “Maximum Allowed” MCL is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

**Secondary Maximum Contaminant Level (SMCL):** recommended level for a contaminant that is not regulated and has no MCL.

**Action Level (AL):** the concentration of a contaminant that, if exceeded, triggers treatment or other requirements.

**Treatment Technique (TT):** a required process intended to reduce levels of a contaminant in drinking water.

Maximum

**Maximum Residual Disinfectant Level (MRDL):** the highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**Non-Detects (ND):** lab analysis indicates that the contaminant is not present.

**Parts per Million (ppm)** or milligrams per liter (mg/l)

**Parts per Billion (ppb)** or micrograms per liter (µg/l)

**Picocuries per Liter (pCi/L):** a measure of the radioactivity in water.

**Millirems per Year (mrem/yr):** measure of radiation absorbed by the body.

**Monitoring Period Average (MPA):** An average of sample results obtained during a defined time frame, common examples of monitoring periods are monthly, quarterly and yearly.

**Nephelometric Turbidity Unit (NTU):** a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person. Turbidity is not regulated for groundwater systems.



## We are here to assist you.

The Garden City Water Department is here to help. Call us if you have any issues or questions:

- Water Conservation
- Water Quality or Water Pressure Concerns
- Questions about your household water consumption
- Water service turn off / turn on for planned or emergency events

**During business hours contact us at 620-276-1291.**

**For emergency situations after hours call 620-276-1300.**





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Chief Allen Shelton  
**DATE:** May 3, 2016  
**RE:** Fire Department March 2016 activity reports

---

**ISSUE:**

Presentation of March 2016 Fire Department activity report.

**BACKGROUND:**

Attached is the Fire Department Incident and Inspections reports for the month of March 2016.

**ALTERNATIVE:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

None

**ATTACHMENTS:**

Description	Upload Date	Type
March 2016 Incident Types	4/27/2016	Backup Material
March 2016 Inspections	4/27/2016	Backup Material

# Garden City Fire Department

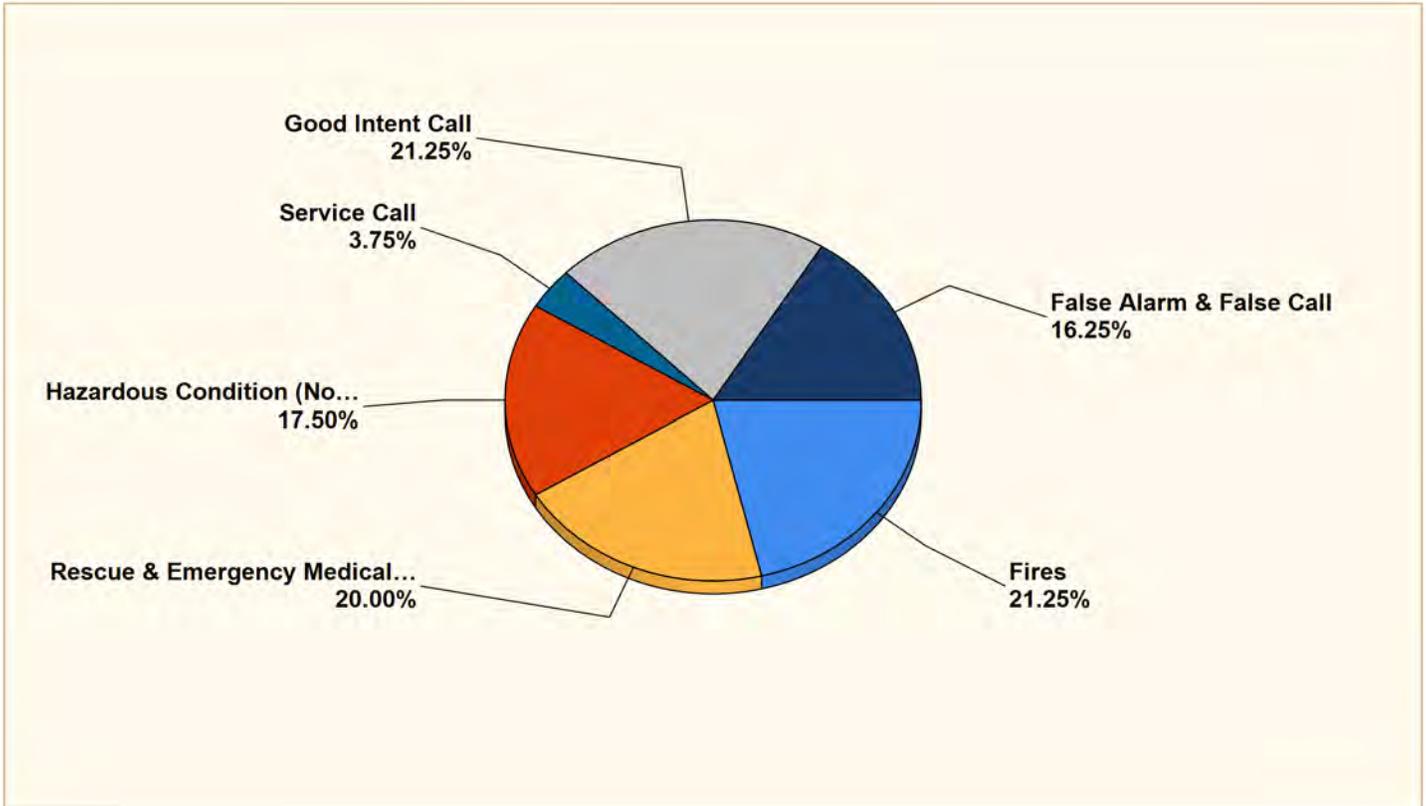
Garden City, KS

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 03/01/2016 | End Date: 03/31/2016



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	17	21.25%
Rescue & Emergency Medical Service	16	20.00%
Hazardous Condition (No Fire)	14	17.50%
Service Call	3	3.75%
Good Intent Call	17	21.25%
False Alarm & False Call	13	16.25%
<b>TOTAL</b>	<b>80</b>	<b>100.00%</b>

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

### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	1.25%
113 - Cooking fire, confined to container	1	1.25%
121 - Fire in mobile home used as fixed residence	2	2.50%
131 - Passenger vehicle fire	2	2.50%
140 - Natural vegetation fire, other	1	1.25%
141 - Forest, woods or wildland fire	1	1.25%
143 - Grass fire	6	7.50%
151 - Outside rubbish, trash or waste fire	1	1.25%
154 - Dumpster or other outside trash receptacle fire	2	2.50%
311 - Medical assist, assist EMS crew	2	2.50%
322 - Motor vehicle accident with injuries	8	10.00%
324 - Motor vehicle accident with no injuries.	5	6.25%
350 - Extrication, rescue, other	1	1.25%
400 - Hazardous condition, other	1	1.25%
410 - Combustible/flammable gas/liquid condition, other	1	1.25%
411 - Gasoline or other flammable liquid spill	1	1.25%
412 - Gas leak (natural gas or LPG)	6	7.50%
413 - Oil or other combustible liquid spill	1	1.25%
422 - Chemical spill or leak	2	2.50%
444 - Power line down	1	1.25%
463 - Vehicle accident, general cleanup	1	1.25%
561 - Unauthorized burning	3	3.75%
600 - Good intent call, other	8	10.00%
611 - Dispatched & cancelled en route	7	8.75%
622 - No incident found on arrival at dispatch address	1	1.25%
651 - Smoke scare, odor of smoke	1	1.25%
700 - False alarm or false call, other	5	6.25%
735 - Alarm system sounded due to malfunction	2	2.50%
743 - Smoke detector activation, no fire - unintentional	1	1.25%
744 - Detector activation, no fire - unintentional	1	1.25%
745 - Alarm system activation, no fire - unintentional	4	5.00%
<b>TOTAL INCIDENTS:</b>	<b>80</b>	<b>100.00%</b>

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

# Garden City Fire Department

Garden City, KS

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StartDate: 03/01/2016 | EndDate: 03/31/2016

OCCUPANCY	COUNT
<b>INSPECTION TYPE: Alarm System Test</b>	
Storage	2
<b>INSPECTION TYPE: Assembly Use</b>	
Church/Places of Worship	1
<b>INSPECTION TYPE: CMB &amp; Liquor License</b>	
Convenience Store	1
Liquor Store	2
Restaurant	4
<b>INSPECTION TYPE: Company</b>	
Assembly	2
Auto Repair	2
Auto Sales and Maintenance	8
Bank	2
Beauty/Barber Shop	5
Business Office	48
Convenience Store	3
Hazardous Materials Facility	1
Low Hazard Storage	1
Medical, Surgical, Psychiatric	7
Medical/Dental Office	3
Mercantile	29
Private Club	1
Restaurant	6
<b>INSPECTION TYPE: Complaint</b>	
Medical/Dental Office	1
Mercantile	1
<b>INSPECTION TYPE: Construction</b>	
Assembly	7
Detention Facility	1
<b>INSPECTION TYPE: Fire Protection System Inspection</b>	
Assembly	5

Locked inspections only.

OCCUPANCY	COUNT
<b>INSPECTION TYPE: Inspection</b>	
Business Office	2
High School	1
Mercantile	1
Restaurant	1
<b>INSPECTION TYPE: Reinspection</b>	
Medical/Dental Office	1
Mercantile	3

Locked inspections only.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Service and Finance  
**DATE:** May 3, 2016  
**RE:** Monthly Sales Tax Report - April 2016.

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**ISSUE:**

Presentation of the April Sales Tax report from Service and Finance.

**BACKGROUND:**

Attached is the Service and Finance Monthly Sales Tax Report for April, 2016.

For the City sales tax, April 2016 is ahead of 2015 by \$ 20,910 or 4.24%. Year-To-Date 2016 is ahead of 2015 by \$65,467 or 3.08%.

**ALTERNATIVE:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
Monthly Sales Tax Report - April 2016	4/25/2016	Backup Material

CITY OF GARDEN CITY, KANSAS  
ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS

MONTH RECEIVED	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
JANUARY	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987	207,262	300,664	307,037
FEBRUARY	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048	244,277	362,832	358,531
MARCH	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757	200,357	290,207	301,101
APRIL	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735	202,588	302,975	303,689
MAY	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	215,823	225,522	329,154	
JUNE	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	205,745	227,284	313,770	
JULY	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	238,623	232,796	313,034	
AUGUST	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	213,331 *	223,986	317,123	
SEPTEMBER	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	232,303	304,118	318,362	
OCTOBER	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	218,503	313,005	301,429	
NOVEMBER	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	184,384	304,259	308,291	
DECEMBER	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	236,524	312,690	312,260	
TOTAL RECEIPTS	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,552,763</u>	<u>2,998,144</u>	<u>3,770,101</u>	<u>1,270,358</u>
PERCENTAGE CHANGE	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	25.75%	

\* REFLECTS HERE & THEREAFTER THE NET AMOUNT OF COUNTY-WIDE SALES TAX.  
CITY REIMBURSES TO COUNTY THE DEDICATED 1/4 CENT FOR LEC PROJECT THROUGH  
AUGUST 2014 RECEIPTS. FINALED AUGUST 2014.

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
JANUARY	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705	480,712	521,960	543,148
FEBRUARY	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	514,511	575,307	638,635	629,836
MARCH	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	468,745	469,435	470,493	502,661
APRIL	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	411,491	468,167	493,539	514,449
MAY	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	481,623	528,216	556,737	
JUNE	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	469,940	526,978	523,569	
JULY	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	554,262	540,941	540,334	
AUGUST	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	504,212	526,281	546,571	
SEPTEMBER	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	529,341	509,837	548,219	
OCTOBER	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	501,467	516,778	517,874	
NOVEMBER	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	422,213	496,772	528,692	
DECEMBER	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	501,046	519,605	539,387	
TOTAL RECEIPTS	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>5,867,556</u>	<u>6,159,029</u>	<u>6,426,010</u>	<u>2,190,094</u>
PERCENTAGE CHANGE	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	4.33%	



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** May 3, 2016  
**RE:** Meetings of Note - 05-03-16

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### **ISSUE:**

- May 7, 2016 - Benefit Dinner and Auction for Coy and James at the American Legion at 5:30 p.m.
- May 13, 2016 - Peace Officer's Memorial Day Ceremony at 10:00 a.m. in front of the Law Enforcement Center, 304 N. Ninth Street
- May 17, 2016 - Joint Meeting of the Governing Bodies of Garden City, Holcomb and Finney County at 11:00 a.m. - 1:00 p.m. in the Meeting Room at the City Administrative Center
- June 2-4, 2016 at 7:30 p.m. and June 5, 2016 at 2:00 p.m. - *Monkey Business* performance at the Finnup Center in the Baffa Lecture Hall
- June 6, 2016 - June 13, 2016 - Flying Legends of Victory tour at Garden City Regional Airport. The B-17 free viewing from 9:00 am - 6:00 pm.
- June 9-11 at 7:30 p.m. and June 12, 2016 at 2:00 p.m. - *Monkey Business* performance at the Finnup Center in the Baffa Lecture Hall
- June 11, 2016 - Beef Empire Days Community Feed at Lee Richardson Zoo on the west green from 9:00 a.m. - 11:00 p.m.
- June 11, 2016 - Beef Empire Days Main Street parade at 10:30 a.m.
- July 30, 2016 - Downtown Summer Sidewalk Sales
- August 20, 2016 - Downtown Vision's 2016 Art Banner Walk

### **ATTACHMENTS:**

Description	Upload Date	Type
Benefit for Coy and James	4/29/2016	Backup Material
Peace Officers Memorial Day Ceremony	4/29/2016	Backup Material

# A Benefit Dinner & Auction for **COY** and **JAMES**

## Sat., May 7th • 5:30 pm.

American Legion • 405 S. Main St.

### Spaghetti dinner

### Silent & Live Auction

### Cash Bar

\$8 per adult

\$5 per child ages 5-12



**Coy** is the son of **Brittany and Brad Anderson** and the grandson of **Garden City Police Department's Chief, Michael Utz**. He was diagnosed in 2015 with Duchenne Muscular Dystrophy. He is three years old. Coy loves all animals but is especially a fan of horses and dogs. He has a very big heart and manages to stay happy even though he is often in pain.

He is an inspiration to his family. The money raised for Coy will benefit his quality of life. His parents will need to purchase a wheel chair and a handicap accessible vehicle in the near future. They are also saving to build a new house that will allow Coy room to maneuver in his chair.

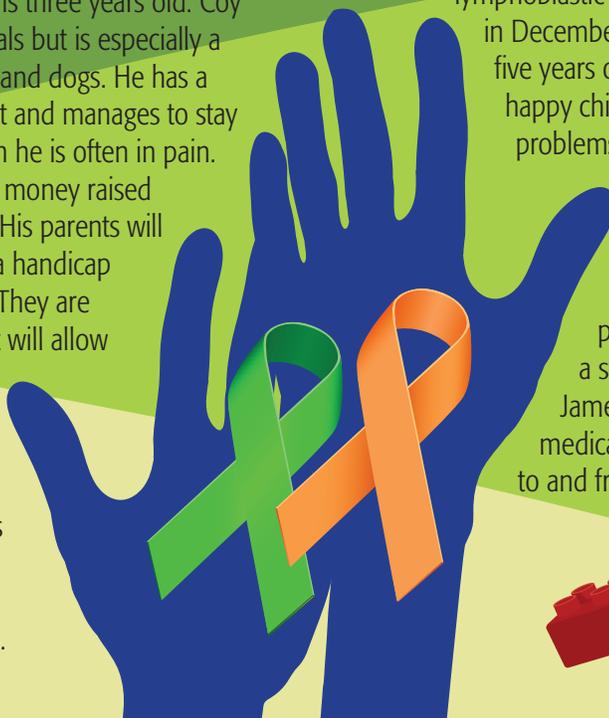
Coy's battle will be life long and numerous other expenses will arise as his treatments change and the disease progresses.



**James** is the son the **Sabrina and Roger Montez**. Sabrina is the owner of Steps Dance Studio. Roger is a patrol officer with the Garden City Police Department. James was diagnosed with acute lymphoblastic leukemia



in December of 2015. He is five years old. James is a very energetic and happy child. He loves learning and solving problems. Being outside is by far his favorite thing to do...but when he has to be inside, he likes to play with Legos, stickers and write or draw. He loves meeting people and has never encountered a stranger. The money raised for James will be used to help cover his medical bills and pay for travel expenses to and from Wichita for treatment.



Questions contact: Jennifer Brock at **620-640-1256** or Gita Chase at **620-640-1940**

### We are accepting any and all donations.

Small donated items will be combined with other items create baskets.



The Garden City Police Department  
&  
The Finney County Sheriff's Office  
Commemorate

## National Peace Officer's Memorial Day Service

You are cordially invited to join the Garden City Police Department and the Finney County Sheriff's Office for a Ceremony honoring fallen Law Enforcement Officers from across the Nation.

**LOCATION:** Finney County Law Enforcement Center  
304 N. 9<sup>th</sup> Street (Front of building)  
Garden City, KS 67846

**DATE & TIME:** May 13<sup>th</sup>, 2016  
10:00 a.m. to 10:30 a.m.

**EVENT INCLUDES:**

- Memorial Service with GCPD/FISO Honor Guard
- Presentation by Chief Michael Utz
- Presentation by Sheriff Kevin Bascue
- Presentation by Garden City Mayor Chris Law

**Law Enforcement Center Open House**

10:30 a.m. to 12:00 p.m.

- Display of GCPD specialty vehicles (SWAT truck, motorcycles, CSI truck)
- Tours of the LEC
- Refreshments

*Honoring Our Heros*



*National Police Week*

# Consideration of Appropriation Ordinance

# Ordinances & Resolutions



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Melinda Hitz, Finance Director  
**DATE:** May 3, 2016  
**RE:** Escrow Resolutions

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### **ISSUE:**

The Governing Body is asked to consider and approve two (2) Resolutions with regard to escrow disbursement signatures.

Res. No. \_\_\_\_\_-2016, a resolution authorizing the City of Garden City to enter into a municipal lease/purchase agreement (lease no. 5000127-006) for Police Department equipment with Clayton Holding, LLC.

Res. No. \_\_\_\_\_-2016, a resolution authorizing the City of Garden City to enter into a municipal lease/purchase agreement (lease no. 5000127-004) for Police Department equipment with Commerce Bank, NA.

### **BACKGROUND:**

The City of Garden City has two (2) existing escrow accounts that require the Mayor's signature for disbursement. The Resolutions in this packet replace the previous one to include the new Mayor or the City Manager or Finance Director to sign for the escrow disbursement.

### **ALTERNATIVE:**

1. Approve the Resolutions as presented.
2. Deny the Resolutions as presented.

### **RECOMMENDATION:**

Staff recommends to approve the Resolutions as presented.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
Clayton Holdings Resolution	4/27/2016	Backup Material
Commerce Bank Resolution	4/27/2016	Backup Material

RESOLUTION NO. \_\_\_\_\_

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

The undersigned, being the officer identified below of The City of Garden City, Kansas (the "Lessee"), hereby certifies that the following is a true and correct copy of a resolution adopted by the Governing Body of the Lessee at a meeting duly held on May 3, 2016.

\*\*\*

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

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

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

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
<u>Mayor</u>	<u>Chris Law</u>	_____
<u>City Manager</u>	<u>Matthew C. Allen</u>	_____
<u>Finance Director</u>	<u>Melinda Hitz</u>	_____

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

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

\*\*\*

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

WITNESS my hand this 3<sup>rd</sup> day of May 2016.

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

\_\_\_\_\_  
Chris Law, Mayor

ATTEST:

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT (LEASE NO. 5000127-004) FOR POLICE DEPARTMENT EQUIPMENT WITH COMMERCE BANK, na.**

The undersigned, being the officer identified below of The City of Garden City, Kansas (the "Lessee"), hereby certifies that the following is a true and correct copy of a resolution adopted by the Governing Body of the Lessee at a meeting duly held on May 3, 2016.

\*\*\*

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

**NOW THEREFORE, be it RESOLVED**, that the Lessee be, and hereby is, authorized to enter into the Lease with Commerce Bank, NA for a period of 74 months, and be it further

RESOLVED, that the following officials of the Lessee be, and hereby are, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
Mayor _____	Chris Law _____	_____
City Manager _____	Matthew C. Allen _____	_____
Finance Director _____	Melinda Hitz _____	_____

RESOLVED, THAT URSUANT TO Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

RESOLVED, that Lessee shall not designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

\*\*\*

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

**WITNESS my hand this 3<sup>rd</sup> day of May 2016.**

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

\_\_\_\_\_  
Chris Law, Mayor

**ATTEST:**

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



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** May 3, 2016  
**RE:** Motor vehicle nuisance at 607 Conkling

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### **ISSUE:**

Res. No. \_\_\_\_\_ - 2016, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas. (607 Conkling - White minivan)

### **BACKGROUND:**

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

The residents of 607 Conkling have been notified pursuant to Section 38-63 of the Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

### **ALTERNATIVE:**

1. The Commission may elect to pass the attached resolution.
2. The Commission may elect to not pass the attached resolution.

### **RECOMMENDATION:**

Staff recommends approval of the resolution.

### **FISCAL NOTE:**

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

### **ATTACHMENTS:**

Description	Upload Date	Type
5/3/16 Motor Vehicle Resolution	4/27/2016	Backup Material

(Published in The Garden City Telegram on the \_\_\_\_\_ day of \_\_\_\_\_, 2016)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE REMOVAL OF NUISANCE CONDITIONS FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-139 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.**

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

**WHEREAS**, the resident and/or owners of the private property at the address listed herein have been notified pursuant to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

**SECTION 1.** Ten (10) days after passage of this Resolution, and after notification of person in violation by one of the methods prescribed in Section 38-139, the Public Officer is hereby authorized to abate the following nuisance conditions:

*607 Conkling –White minivan parked on unimproved surface*

**SECTION 2.** The abatement costs incurred by the City shall be charged against the lot or parcel of ground on which the nuisance is located.

**PASSED AND APPROVED** by the Governing Body of the City of Garden City, Kansas, on this 3<sup>rd</sup> day of May, 2016.

\_\_\_\_\_  
**Chris Law, MAYOR**

**ATTEST:**

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

607 Conkling



# New Business



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Myca Bunch, Executive Director, Downtown Vision  
**DATE:** May 3, 2016  
**RE:** 1st Quarter Report - Downtown Vision

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**ISSUE:**

Executive Director of Downtown Vision, Inc., Myca Bunch will be present to review the 2016 1st quarter report with the Governing Body.

**BACKGROUND:**

None.

**ALTERNATIVE:**

None

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
2016 1st quarterly report - Downtown Vision	4/28/2016	Backup Material



# Memorandum

ANDY FAHRMEIER  
President

KENDALL KEPLEY  
Vice President

DEBORAH OYLER  
Treasurer

JULIE CHRISTNER  
Secretary

ERIN BURKE  
CASSANDRA GONZALES  
MIRANDA HELFRICH  
DANA MILLER

MYCA BUNCH  
Executive Director

**To:** Governing Body

**CC:** Matt Allen, City Manager

**From:** Myca Bunch, Executive Director Garden City Downtown Vision, Inc.

**Date:** 4/27/2016

**Re:** Downtown Vision, Inc. 1<sup>st</sup> Quarter Report

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**ISSUE:** Executive Director of Garden City Downtown Vision, Myca Bunch will be present to review the first quarter report for 2016 with the Governing Body.

**ALTERNATIVE:** Presentation only.

**RECOMMENDATION:** None

**FISCAL NOTE:** None.

**ATTACHMENTS:** 1<sup>st</sup> Quarter update

GARDEN CITY  
DOWNTOWN VISION,  
INC.

120 E. Laurel  
Garden City, KS 67846  
620.276.0891  
vision@gcdowntown.com  
[www.gcdowntown.com](http://www.gcdowntown.com)



Quarterly Report  
 Garden City Downtown Vision  
 Quarter Ending: 3/31/2016

Private Reinvestment	\$89,634.00
Public Reinvestment	\$16,181.45
Volunteers Hours \$\$	\$2,637.77
<b>Total Quarterly Investment</b>	<b>\$108,453.22</b>

FACADE RENOVATIONS			
Name	Address	Amount Invested	Source of Funds
<b>TOTAL</b>		<b>\$0.00</b>	

OTHER BUILDING REHABILITATION PROJECTS AND NEW CONSTRUCTION			
Name	Address	Amount Invested	Source of Funds
	312 N. 8th St.	160000	commercial
Rutter Cline/KFSA	215 N. Main	51000	commercial
Juaritos	202 S. Main	\$5,000.00	commercial
Ninja Sushi & Steakhouse	416 N. Main	\$250.00	commercial
	300 S. Main	\$300.00	commercial/electrical
Streeter Cleaners	628 N. 8th	\$40,000.00	commercial
Streeter Cleaners	628 N. 8th	\$2,200.00	commercial
Streeter Cleaners	628 N. 8th	\$130.00	commercial
Davis Designs	426 N. Main	\$15,878.00	commercial
Davis Designs	427 N. Main	\$13,476.00	commercial
First National Bank	908 N. Main	\$5,900.00	commercial
The Hot Spot	407 N. 8th	\$6,500.00	commercial
<b>TOTAL</b>		<b>\$89,634.00</b>	

BUILDINGS SOLD			
Name	Address	Amount Invested	Source of Funds
<b>TOTAL</b>		<b>\$0.00</b>	

PUBLIC IMPROVEMENTS			
Name	Address	Amount Invested	Source of Funds
Public Works	8th & Laurel	8043.69	public
Public Works	Main & 7th	2255.22	public
Water Dept	407 N. 8th St.	2477.82	public
Parks	Main St.	1294.58	public
Public Works	Main St.	\$440.58	public
Public Works	Main St.	\$1,669.56	public
<b>TOTAL</b>		<b>\$16,181.45</b>	

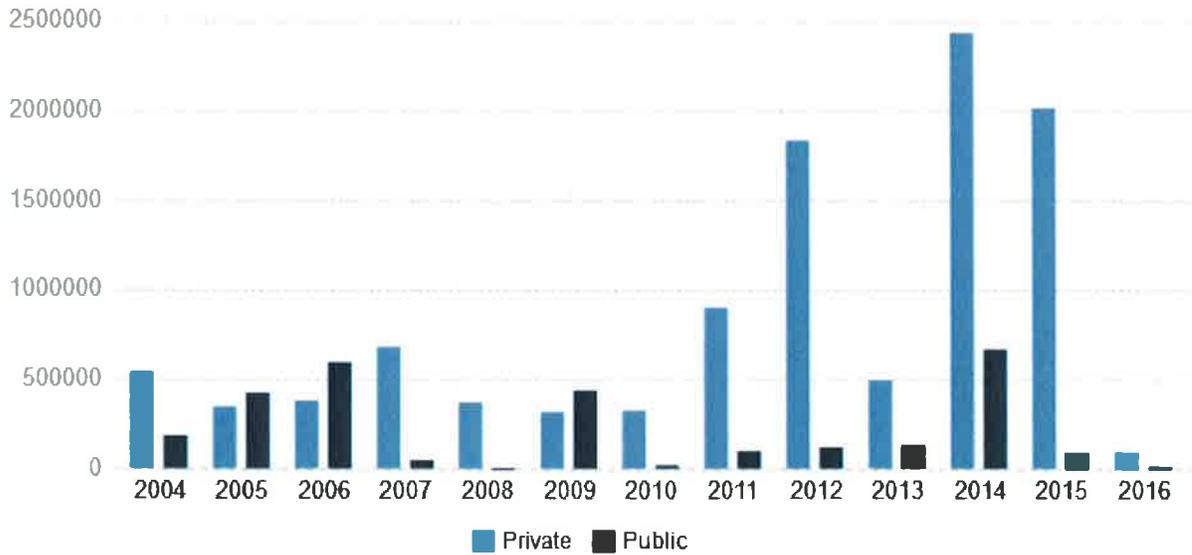
NEW BUSINESS OPENINGS				
Name of Business	Address	Category	Number of New Jobs	New/Expansion/Relocation
<b>TOTAL</b>			<b>0</b>	

BUSINESSES LOST				
Name of Business	Address	Category	Number of Jobs Lost	Closed/Relocated out of district
<b>TOTAL</b>			<b>0</b>	

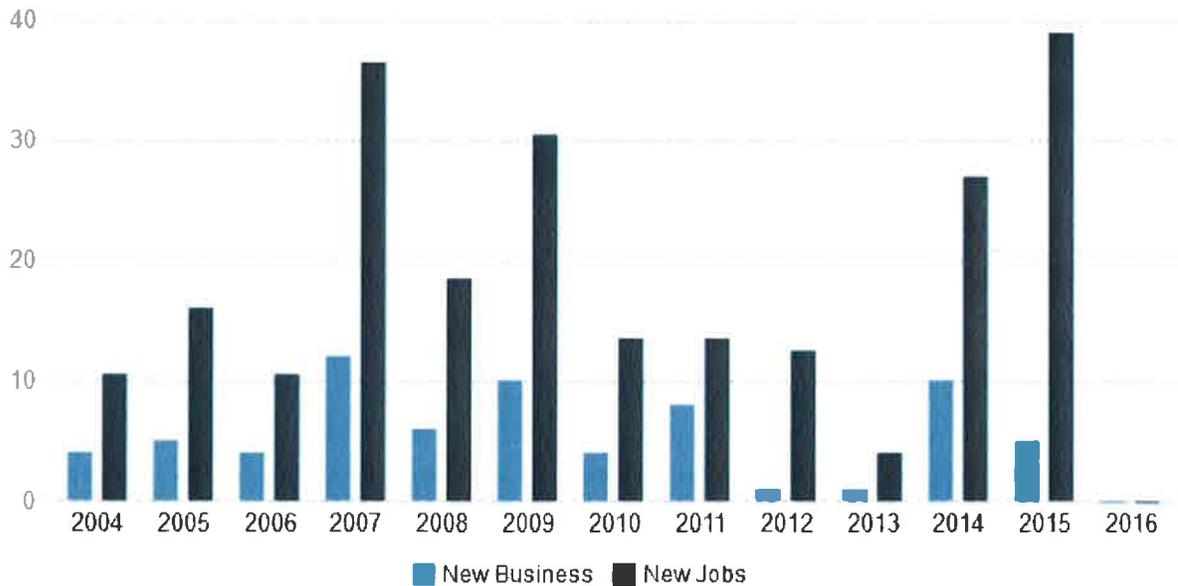
NUMBER OF HOUSING UNITS CREATED		
Address	Upper Stories	Other
<b>TOTAL</b>		<b>0</b>

VOLUNTEER HOURS WORKED	
TOTAL HOURS	150.3
VALUE IN \$\$	\$2,637.77

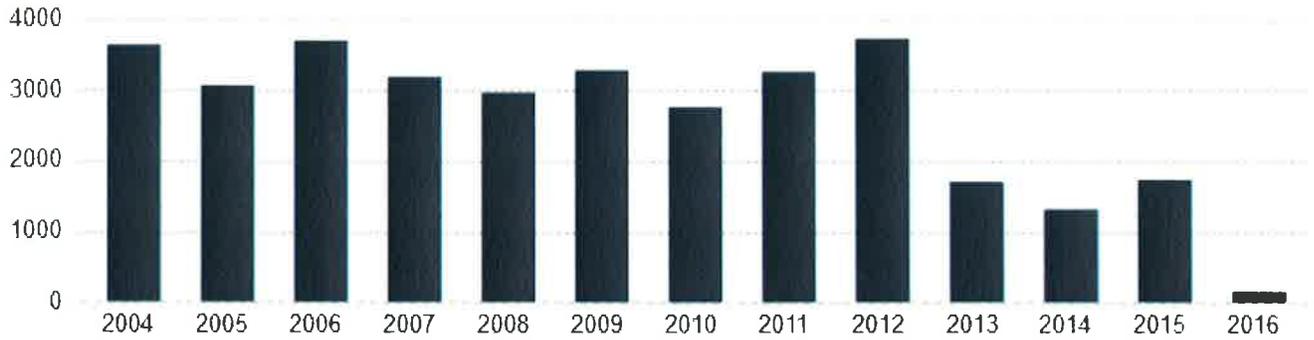
## PUBLIC VS. PRIVATE REINVESTMENT



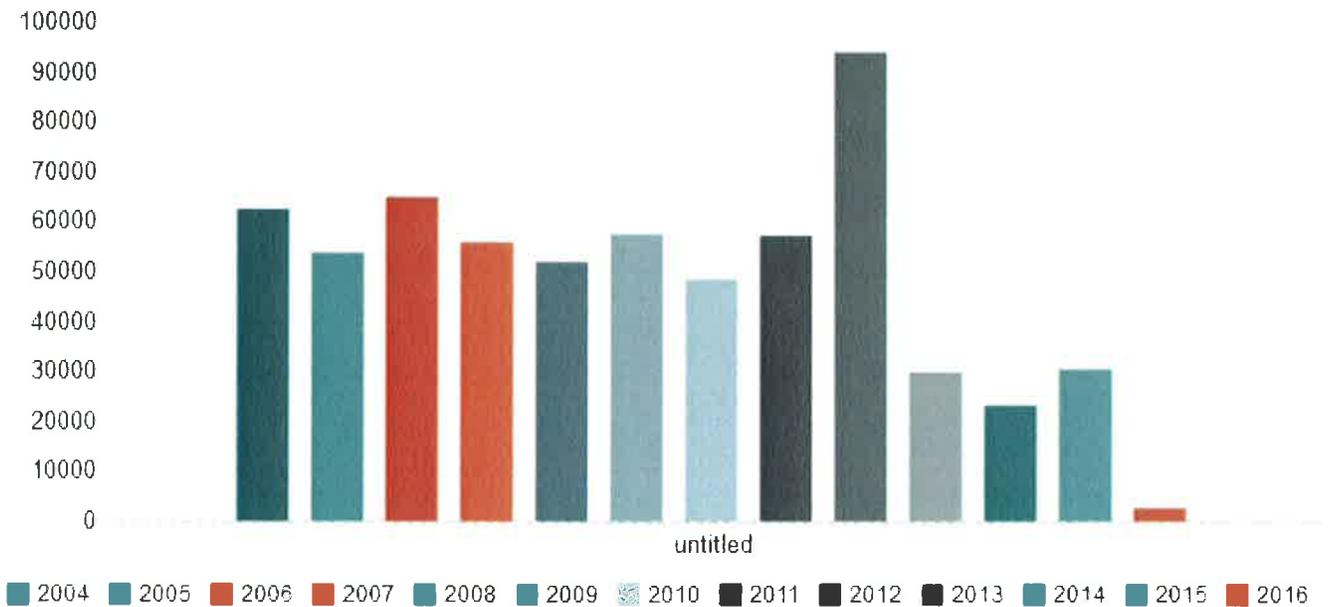
## NET BUSINESS / JOB GROWTH



# VOLUNTEER HOURS CONTRIBUTED



# VOLUNTEER CONTRIBUTION IN DOLLARS





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jennifer Cunningham, Assistant City Manager  
**DATE:** May 3, 2016  
**RE:** 302, 306 N. 6th Street; 305 N. 5th Street

---

### **ISSUE:**

The Governing Body is asked to provide staff with direction for the properties located at 302, 306 N. 6th Street and 305 N. 5th Street.

### **BACKGROUND:**

The money that was borrowed by the Recreation Commission was taken from Community Trust Fund #008. Moving forward staff needs to know the direction the Governing Body would like to take for the houses so that the Community Trust can be repaid.

302 and 306 N. 6th Street are vacant and 305 N. 5th Street is currently being rented. The rent proceeds now go to the City. Selling the properties at any point requires replatting to fix the lot lines. The City will be hiring a surveyor and once their work is completed we will need to replat the lots.

Earlier in the year there was some sentiment expressed that the Commission may want to keep one or more of the properties in case the Recreation Commission were to ask the City in the future to expand the Downtown facility. At that time, it was decided to wait to bring this matter forward until after the completion of the GCRC Management Study.

Staff requests direction from the Commission on the disposition of these properties.

### **ALTERNATIVE:**

1. Sell all three houses with proceeds going to the Community Trust.
2. Rent all three houses with proceeds going to the Community Trust.
3. Sell or rent the properties in any combination.

### **RECOMMENDATION:**

Staff is asking for direction and makes no recommendation.

### **FISCAL NOTE:**

The result of selling all three houses is difficult to estimate as one of the properties is appraised as an attachment to the Garden City Recreation Commission building. Renting all three houses would result in a nominal amount each year to repay the Community Trust because of all the necessary repairs. Based on the Finney County Appraiser values, selling 302 N. 6th Street and 305 N. 5th Street would result in a total of \$254,610 which would cover the borrowed amount. The third house

at 306 N. 6th Street could rent for \$400-\$500 per month and could potentially be sold at a later date when the house is separated from the Garden City Recreation Commission property.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Ashley Freburg, Communication & Project Manager  
**DATE:** May 3, 2016  
**RE:** Website Contract

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### **ISSUE:**

The Governing Body is asked to consider and approve a contract with Vision Internet to provide website development and hosting services.

### **BACKGROUND:**

The City of Garden City's current website, [www.garden-city.org](http://www.garden-city.org), is hosted by CivicPlus, who designed and launched the site in 2011. Staff has administrative access to maintain and modify the website as necessary using the provider's content management system. While the current website provides department overviews, contact information, news stories, and document storage, staff feels it does not effectively meet the current needs of Garden City residents.

In January 2016, staff issued a request for qualifications for website redesign and hosting services for the City website. An interdepartmental committee reviewed the statements of qualification received and selected firms to interview. At the completion of the interview process, the committee identified Vision Internet as its preferred vendor for website redesign and hosting services.

If the contract with Vision Internet is approved, staff anticipates the redesign process will take six to eight months. The website will continue to be found at [www.garden-city.org](http://www.garden-city.org).

### **ALTERNATIVE:**

1. Approve the contract with Vision Internet to provide website redesign and hosting services for the City of Garden City website.
2. Do not approve the contract with Vision Internet and direct staff to seek an alternative web vendor.
3. Do not approve the contract with Vision Internet and continue utilizing the services of CivicPlus.

### **RECOMMENDATION:**

Staff recommends Governing Body approval of the contract with Vision Internet to provide website redesign and hosting services for the City of Garden City website.

### **FISCAL NOTE:**

The first year cost for website development is \$38,050. The second-year cost for hosting and content management system subscription is \$9,000. Funds will come from the IT budget.

### **ATTACHMENTS:**

Description

Vision Internet Contract

Upload Date

4/27/2016

Type

Backup Material



# creating what's next *for Garden City*

Project Name: 2016-0314 vLP - GCK

## List of Services

Vision will perform the following services for Garden City:

- › Website Development Services
- › visionLive™ Subscription Services Plus Edition

## Contacts

### City Project Manager

- › Name:
- › Address:
- › Phone:
- › Email:
- › Fax:

### City Contract Contact

- › Name:
- › Address:
- › Phone:
- › Email:
- › Fax:

### Vision Project Manager

- › Name: Kristoffer Von Bonsdorff, or his designee
- › Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245
- › Phone: (310) 656-3100
- › Email:
- › Fax: (310) 656-3103

### Vision Contract Contact

- › Name: Contract Administrator
- › Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245
- › Phone: (310) 656-3100
- › Email: [contracts@visioninternet.com](mailto:contracts@visioninternet.com)
- › Fax: (310) 656-3103



## *terms and conditions*

This Master Services Agreement ("**Agreement**") is made and entered into effective as of the date of the last signature below (the "**Effective Date**") by and between Vision Technology Solutions, LLC dba VISION INTERNET PROVIDERS ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

1. Services. This Agreement (which includes and incorporates the Addendum(s) attached hereto and Contractor's acceptable use policy ("**AUP**") posted at [www.visioninternet.com](http://www.visioninternet.com)) sets forth the entire terms and conditions by which Contractor will deliver and Client will receive any and all of the services provided by Contractor, including one or more of the following: website development, visionLive™ subscription services, maintenance services, and/or other extra work and services (collectively, the "**Services**") and supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein. This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor.

Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) in exchange for payment of related fees specified in such Addendum(s), and compliance with the terms and conditions of this Agreement, and compliance with Contractor's AUP as such policy may change from time to time. In the event of conflict with an Addendum with respect to the terms of this main body of this Agreement, then this Agreement shall govern.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("**Extra Work**"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum C-1, C-2, etc., as applicable, and such Addendum shall become part of this Agreement when executed by both parties. Such addendum will be billed at Contractor's then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of \$135.

3. Ownership; Limited Licensing of Intellectual Property.

3.1. Designs. Upon payment in full of the website development fees provided under Addendum A, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Agreement is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.

3.2. Vision Content Management System™. Contractor also grants a limited, non-exclusive, and non-transferrable license for Client to use the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool, collectively, the



"VCMS"), and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its website; provided, Client does not modify the VCMS and maintains a visionLive™ Subscription in accordance with this Agreement and Addendum B. The VCMS provided under this Agreement is licensed and not sold, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.

4. Limited Warranty. If Contractor performs Website Development and/or Custom Programming services, Contractor warrants that the deliverables set forth in Addendum A will be conveyed to Client upon transfer of the website to the production server with a public Internet Protocol address ("**Completion**"). All programming code developed by Contractor within Addendum A is warranted to be free of any material errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**"); provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. . Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this warranty period following the Completion. Except as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.

6. Contractor's Mark. Client agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

7. Indemnity.

7.1. Indemnification of Contractor. Client will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.



7.2. Intellectual Property Indemnity. Contractor will defend, hold harmless and indemnify Client against any third-party action, suit, or proceeding ("**Claims**") for infringement or alleged infringement of any United States' letters patent, trademark, or copyright ("**Intellectual Property**") contained in Contractor's VCMS provided under this Agreement. Notwithstanding the foregoing, Contractor shall have no defense or indemnity obligations for Intellectual Property modified by a party other than Contractor, for Intellectual Property modified in accordance with Client's specifications or instructions, or Claims of infringement based on Client's other products or other third-party products.

8. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of Kansas, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within two years after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the State of Kansas, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the State of Kansas. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

10. Modification and Waiver.

10.1. Modification. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties.

10.2. Waiver. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall be in writing and shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

10.3. Conduct. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

11. Confidentiality. Except as permitted by law, Contractor activities and all discussions regarding Client website development, including without limitation demonstrations, know-how, techniques, designs, specifications, drawings, compilations, diagrams, models, samples, flow charts, business, strategic and marketing plans, and other technical, financial or business information of Contractor, shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client, and shall be used only in furtherance of the Services provided under this Agreement.

12. Authority. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

13. Interpretation. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.



14. Counsel. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

15. Prevailing Party. Intentionally omitted.

16. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

18. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

19. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. Headings. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

21. Survival. The terms and conditions of Sections 4 (Limited Warranty), 7 (Indemnity), 9 (Governing Law & Venue), 11 (Confidentiality), 21 (Survival) and 24 (No Hire) shall survive any termination or expiration of this Agreement.

22. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

23. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

24. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance; provided, nothing contained herein shall prevent employment of any person who responds to a general media advertisement or non-directed search inquiry, or who makes an unsolicited contact for employment. If Client violates this Section and hires or retains any such person(s), then Client shall immediately pay to Contractor, as liquidated damages, an amount equal to the annual gross compensation (including all salary, commissions, and bonuses, whether paid in cash, equity or otherwise) paid to or



earned by the applicable person(s) in the preceding twelve-month period.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an "**Affiliate**" of Contractor or in connection with an acquisition of Contractor, merger (whether Contractor is the surviving or disappearing entity) or consolidation of Contractor with another entity, or in connection with the sale, assignment, or majority transfer of any stock, membership or other ownership interest in Contractor. "**Affiliate**" shall mean (a) a domestic entity formed, existing and governed pursuant to the laws of one of the fifty (50) states of the United States of America (or the District of Columbia) controlling, controlled by, or under common control with Contractor.

26. Term and Termination. This Agreement will remain in effect for 2 years from the Effective Date. Thereafter, it will renew for successive 1 year periods, unless either Party refuses such renewal by written notice 30 or more days before the end of the current term. Client shall permanently delete all copies of the VCMS upon termination of this Agreement.

26.1. The Subscription Services under Addendum B may be terminated with or without cause by the Client. Termination without cause shall be effective only upon 60-day's written notice to the Contractor. During said 60-day period, the Contractor shall perform all services in accordance with this Agreement. In the event of termination of Addendum B not for cause or due to any default of this Agreement or Addendum B by Contractor, Client shall not be entitled to a refund of any amounts already paid by Client for those Subscription Services which have yet to be rendered to the Client through the year of the effective date of termination. In addition to outstanding amounts owed, the Subscription Services fee during the year of the effective date of termination shall constitute the only charge upon termination by the Client for convenience.

26.2. This Agreement may also be terminated by the non-breaching party for cause in the event of a material breach of this Agreement or failure to substantially perform obligations; provided, however, that the non-breaching party has given notice to the defaulting party, which fails to cure the default within 30 days after such notice.

26.3 Notwithstanding anything to the contrary in this Section 26, Client may terminate this Agreement, in whole or in part, for its convenience or without cause if Client fails to appropriate funds despite the Client's good faith efforts. The Client must take all reasonable steps necessary to appropriate the funds to fulfill the requirements of this Agreement by any appropriate means provided by the Client's governing laws or procedures.

27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as indicated on Page 1 of this Agreement.

28. Invoices. Contractor will submit itemized invoices to Client for the payments required by the applicable Addendum(s), and all invoices will be due and payable within 30 days. Payments not received by Contractor 30 days after the date of the invoice will be considered delinquent. A finance charge of 1.5% per month will apply if full payment is not received 45 days after the date of the invoice. Returned checks are subject to a charge of \$25.00. Client agrees to be liable for all costs of collection of any delinquent invoices including, but not limited to, collection agency fees, reasonable attorneys' fees, and court costs.

*Signatures follow.*



IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the **"Effective Date"** below.

**"Client"**

GARDEN CITY

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**"Contractor"**

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION  
INTERNET PROVIDERS

Signature: \_\_\_\_\_

Name: David M. Nachman

Title: Chief Executive Officer

Date: \_\_\_\_\_, 2016

Addendums:

- A Website Development Services (and/or Other Services, if applicable)
- B visionLive™ Subscription Services
- C Extra Work (if and when applicable): not applicable at this time.
- D Maintenance Services: not applicable at this time.



## Addendum A

### *website development services*

#### Included Services

Pursuant to the terms herein, Contractor agrees to provide website development services as provided below in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Website development services include the following:

#### *Navigation and Graphic Design.*

The Contractor will consult with Client on how to organize Client website content. Based on this consultation, the Contractor will create a homepage layout wireframe that shows the placement of key information and dynamic content. The Client will review the homepage layout wireframe and may provide feedback to Contractor. The Contractor will then provide Client with one draft homepage design concept via Client-accessible software or as an email attachment ("**Delivery**"). The Contractor will revise the homepage design concept. After Client reviews the final homepage design concept, the Contractor will provide three interior page designs per standard layouts available through Contractor's template builder and VCMS widget requirements. The Contractor will deliver the following:

- › One homepage design concept
- › Approved homepage design
- › Up to three interior page templates

#### *Vision Content Management System™ Interactive Components and Features.*

The Contractor will implement Client's website using the VCMS. Customization of the VCMS includes the frontend graphic design and layout as well as adding or subtracting fields.

The VCMS will be implemented with the components provided under Addendum B.

#### **Key Component Details**

Below are details on key components of the VCMS:

##### **Responsive Website Design with visionDesigner™**

Client's website will be implemented with Responsive Web Design (RWD) ensuring content automatically resizes to fit mobile, tablet and monitor screens. While RWD will make the website viewable across all devices, Client may need to adjust content for readability and to improve usability on smaller screens. visionMobile Designer™ enables Client to move, hide and reorder content to create an optimized mobile view of the website.

#### *Integration of Third-Party Components and Databases.*

- › Google Translate Integration
- › Online Payment Integration
- › SMS Component

##### **Additional HTML Template**

The Contractor will provide Client an HTML template that vendors of third-party components can use. Contractor will also integrate links to these third-party components into the overall website navigation. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Addendum A.



## Website Development Fees

Client agrees to pay Contractor for Website Development as follows:

1. Price. Contractor agrees to perform work set forth in this Addendum A for \$38,050.

Service	Cost
Website Development Package	
> One day consultation session via remote meeting service	
> Navigation and Graphic Design	
> VCMS	\$36,160
> Up to 200 pages of content migration	
> Integration of third-party tools	
> One day training session via remote meeting service	
Search Engine Registration	\$270
Accessibility Services	\$1,620
<b>Total</b>	<b>\$38,050</b>

2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable within 30 days:

- (a) An initial payment equal to 40% of the total cost;
- (b) A payment equal to 20% of the total cost upon Contractor's Delivery of the draft homepage design concept to the Client;
- (c) A payment equal to 20% of the total cost upon implementation of the main website into the VCMS on a Contractor-hosted development server; and
- (d) A payment equal to 20% of the total cost upon Completion; provided, however that Client has completed training. If Client has not completed training, then Contractor shall invoice Client at the earlier of: (i) completion of training, or (ii) 21 days after Completion.

3. Non-Contractor Hosting. If Contractor is not providing hosting services under Addendum B then, at Client's request, Contractor will assist Client with setting up the website on Client's server. A flat rate of \$475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.

## Additional Website Development Terms and Conditions

1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version of Chrome and Firefox at the time of Completion. Website may not be compatible with previous or future versions. Website [backend] will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("**HTML**"), CSS, JavaScript, and Microsoft ASP.NET ("**MS-ASP**") interfaced with a database created in Microsoft SQL Server ("**MS-SQL**"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("**MS-Server**"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".



2. Client understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), hereinafter referred to as "**Section 508**" guidelines on accessibility as follows: Compliance standards will be verified via SortSite™ to be compliant to automatic checkpoints prior to Completion. Client understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by Client or any third party.



## Addendum B

# *visionLive™ subscription services* plus edition

## Subscription Services

Pursuant to the terms herein, Contractor agrees to provide Hosting Services, Support Services, and VCMS Licensing Services (collectively "**Subscription Services**") as provided below. Contractor will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Subscription Services include the following:

**Hosting Services.** Contractor will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website. The shared server hosting service includes:

- SOC-certified datacenter
- Full hardware redundancy
- Redundant generator backup
- Daily data backups
- Intrusion protection
- 24/7 monitoring
- 99.9% uptime
- DDoS mitigation service
- Up to 250 GB of website content storage
- Standard disaster recovery service with 90 minute failover

**Support Services.** Support Services is defined as technical support, account management, and education and training for the VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes. Support Services also include:

- Dedicated Account Manager
- Account Management\*
  - Semi-annual account reviews (Health Checks)\*\*\*
  - Semi-annual site analytics report\*\*\*
  - Semi-annual graphics site audit\*\*\*
  - Up to 30 hours of site improvement credits\*\*
- Education and Training
  - Training and best practices webinars
  - Access to On-Demand Training Library
  - On-going new user training (via remote meeting service)
  - Monthly office hours (via remote meeting service)

\* Health Checks, Site Analytics Report and Graphics Site Audit will not be performed until the second year of the Agreement and every year thereafter.

\*\* Thirty site improvement credits will be available beginning the second year of the Agreement and every year thereafter. Any unused hours in a given year may be carried over to the following year.

\*\*\* Additional Support Services included with each Advanced Subsite.



VCMS Licensing Services. Contractor will provide a license to the Plus edition of the VCMS, which includes the following functionalities indicated by the applicable check marks:

visionLive editions		Plus Edition
<b>visionCMS™ Functionality</b>		
<b>Site Administration &amp; Security</b>		
Advanced WYSIWYG Editor		✓
In-page Editing		✓
User Management & Security		✓
Navigation Management		✓
Accessibility Features		✓
visionMobile Designer		✓
Approval Cycle *		✓
Mega Menu Designer *		
Extranet (Password Protected External Content)		✓
<b>User Experience &amp; Interactivity</b>		
Calendar		✓
FAQs		✓
Facility Directory		✓
Staff Directory		✓
Service Directory		✓
Google Translation		✓
Online Form Builder		✓
News Postings		✓
Job Posts		✓
Facilities/Events Registration		✓
Online Polling		✓
Citizen Request Management Tool		✓
Business Directory		✓

\* Requires an implementation fee.

		Plus Edition
	RFP Posts	✓
	Online Payments	✓
	visionSearch	✓
	Job Application Manager	✓
<b>Outreach, Media &amp; Social Networking</b>		
	eNotification Tool	✓
	Emergency Alerts	✓
	RSS Feeds	✓
	Facebook & Twitter Feed Readers	✓
	Audio & Video Embedding	✓
	Photo Gallery & Slide Show	✓
	One-Click Social Networking	✓
	Streaming Video Center	✓
<b>Developer Features</b>		
	Import/Export	✓
	APIs	✓
	Sandbox Test Environment	✓



#### **Additional Interactive Components and Features**

- None at this time.

#### **VCMS Licensing Services include:**

- Periodic functional enhancements.
- New visionLive™ Interactive Components that may be released from time to time by Contractor.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as listed in Addendum A) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

#### **VCMS Licensing Services do not include:**

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Compatibility with Client's third-party products.
- Website design services.
- All other services not expressly provided for in this Agreement and its applicable Addendum(s).

*Customizations.* The following are customizations provided in Client's project: None.

Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Addendum. Any changes, alterations or modification requested by the Client to its Website may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

## Subscription Fees

Main Website: All Subscription Services provided for the Client's main website during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client \$9,000 per year beginning the second year of this Agreement, which rate shall be increased by five percent (5%) per year, for each year of the Agreement Term, and any and all renewal terms. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices are due and payable by Client within 30 days. Websites exceeding 250 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment.



## Addendum C-\_\_

*extra work*

### *Sample Only.*

This Addendum is made and entered into by Vision Technology Solutions, LLC ("Contractor") and CLIENT, STATE ("Client") as of the date of full execution.

Contractor and Client hereby mutually acknowledge and agree that:

1. On DATE, Contractor and Client entered into the Master Services Agreement ("Agreement"), incorporated herein by reference.
2. The Agreement, including all other terms and conditions therein, shall continue in effect.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control only to the extent of the services provided in this Addendum, and not any other subject matter covered by the Agreement.

### Included Services

### Extra Work Fees

Client agrees to pay Contractor as follows:

1. Price. Contractor agrees to perform work set forth in this Addendum for [\$a,bcd].
2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Addendum, and all invoices will be due and payable by Client within 30 days:
  - (a) An initial payment equal to 50% of the total cost; and
  - (b) A payment equal to 50% of the total cost 21 days after completion of the services in this Addendum.

**OR**

Payment. Contractor will submit an itemized invoice to Client for the payment required by this Addendum, and the invoice will be due and payable by Client within 30 days.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Fred Jones, Water Resource Manager  
**DATE:** May 3, 2016  
**RE:** Water Conservation and Drought Response Plan Annual Review

---

### **ISSUE:**

The Governing Body is asked to consider and approve revisions to the Water Conservation and Drought Response Plan as part of a planned annual review process.

### **BACKGROUND:**

The current Water Conservation and Drought Response Plan was adopted April 21, 2015. The goal of the Water Department is to have the Governing Body review the Water Conservation Plan on an annual basis to keep the plan up to date and to remind water consumers, within the city organization and in the public realm of the importance of water conservation.

The plan is organized into four sections:

1. **Introduction:** Describes current city water supply resources, storage facilities, and infrastructure features of the City water supply. It also incorporates by reference the Garden City Water Distribution System Master Plan, which was adopted by the City Commission in 2014.
2. **Long Term Water Use Efficiency:** Reviews past City performance within its region and sets a water conservation goal of 206 Gallons per Capita Day (GPCD). The plan also outlines an implementation timeline for Education, Management, and Regulatory actions to achieve or exceed the conservation GPCD goal.
3. **Drought Response:** This section of the plan establishes drought response triggers, or conditions. If drought conditions are triggered, the plan outlines the steps water customers will be asked to take to reduce water demand. The section also outlines the role of the City during the drought response and provides a template for communications with stakeholders.
4. **Plan Revision, Monitoring, and Evaluation:** Ongoing review and updates of the plan will be necessary to ensure that this plan remains current and effective. This section outlines steps that staff will take to will provide current information to the City Manager and City Commission. It also outlines the annual review process. This will provides for staff input, and direction from the City Commission to meet existing goals or to set new goals in subsequent years.

Details of revisions that were made to the plan are detailed inside the cover of the plan document. Some revisions address new information that is available as water report data is made available. The remaining revisions address adjustments to the timeline of proposed activities.

**ALTERNATIVE:**

1. Adopt Water Conservation and Drought Response Plan (revised)
2. Direct staff to provide alternate Water Conservation and Drought Response Plan

**RECOMMENDATION:**

Staff recommends that the plan revisions be adopted as presented.

**FISCAL NOTE:**

Increased water conservation may impact department expenses and revenues. Staff will monitor these conditions as implementation of the plan progresses, as part of regular public utility finance updates.

**ATTACHMENTS:**

Description	Upload Date	Type
Municipal Water Conservation and Drought Response Plan (revised)	4/29/2016	Backup Material

# **MUNICIPAL WATER CONSERVATION AND DROUGHT RESPONSE PLAN**



Adopted:  
April 21, 2015

Revised:  
May 3, 2016

# Municipal Water Conservation and Drought Response Plan for City of Garden City, Kansas.

Adopted on April 21, 2015

## Revision Notes (May 3, 2016)

- Page 1: Adjustment of authorized quantity for City Wells from 2,885 to 3,153.8 to account for a junior water right. The total appropriation is also adjusted to reflect the change.
- Page 5: Chart is adjusted to reflect 10 year GPCD history through 2013. Prior edition had 10 year GPCD history to 2012.
- Page 9: Item 9 target completion date is changed from Summer 2016 to Winter 2016
- Page 9: Item 10 target completion date is changed from Summer 2016 to Summer 2017.
- Page 10: 2015 water use data added to the seasonal maximum table.

# Municipal Water Conservation Plan For the City of Garden City

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WATER CONSERVATION PLAN – WHEATLAND WATER WORKS. ....	Attachment 1
ORDINANCE 2695-2015 REGULATING WATER SUPPLY .....	Attachment 2



# SECTION 1: INTRODUCTION

The primary objectives of the Water Conservation Plan for the City of Garden City are to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought Response Section) to assure the City customers of an adequate water supply to meet their needs.

## Water Supply

The City of Garden City has undertaken a number of steps to ensure a dependable water supply for our customers. Water supplied to the City of Garden City is exclusively supplied by groundwater resources. The City's water supply consists of 17 wells and is supplemented by water purchased from Wheatland Electric Cooperative.

Well	Appropriation – Acre Feet <sup>1</sup>
#1 (Sand Hills Wells)	809.0
#2	1,091.0
#3	809.0
#4	809.0
#5	353.5
#6	353.5
#7	1,000.0
#13 (City Wells)	<b>3,153.8</b>
#15	
#16	
#17	
#18	
#29	
#30	
#26 (Dakota Wells)	500.0
#27	500.0
#28	500.0
<b>Total</b>	<b>9,878.8</b>

At least 3 million gallons of water is treated daily via Reverse Osmosis by Wheatland Electric cooperative. The remaining water supplied to the City distribution system is disinfected according to KDHE standards. Water entering the system from the Reverse Osmosis plant is fluoridated.

<sup>1</sup> 1 Acre Foot = 325,851 U.S. Gallons

Reverse Osmosis Treatment (sources)	Minimum Gallons Per Year (Millions)
Wheatland Electric Cooperative	365.00
City of Garden City	730.00
Loss due to treatment (15%)	(164.25)
<b>Total</b>	<b>900.75</b>

### Water Storage Facilities

The City is served by 3 reservoirs. There is an additional storage reservoir at the Wheatland Electric Cooperative plant to store Reverse Osmosis treated water. The distribution system has four water towers. Two towers are located in the upper pressure zone and two towers are located in the lower pressure zone.

Name	Volume (MG)
Old South Reservoir	2.0
South Reservoir	1.0
East Reservoir	4.0
RO Reservoir	3.0
Main & Kansas Tower	0.5
Taylor & Campbell Tower	0.5
3 <sup>rd</sup> & Mary Tower	0.5
Campus & Mary Tower	0.5
<b>Total</b>	<b>12.0</b>

### Distribution System and Fire Protection

The water system relies on a network of water mains and pumps to ensure water is delivered from the well field, then to reservoirs, then to the towers located in the City. Finally water is then delivered to the customers tap.

There are three system booster pump stations to deliver water from the lower elevations to the higher elevations. An additional pumping station at the RO Plant delivers treated water into the system.

The Water Utility puts forth projects annually to ensure the system is properly maintained and improved as infrastructure ages. The City engages in regular inspection of our water storage facilities. Ongoing maintenance of the distribution system includes; valve maintenance, water main cleaning, and water main replacement activities. Our system loss in 2014 was 6.4%. There are 163.2 miles of water main in the City, of that amount 79.8 miles of water main are constructed of cast iron.

There are approximately 925 fire hydrants in the Garden City water distribution system. Fire hydrants are maintained by the Water Utility and inspected two times per year by the Garden City Fire Department.

The City has adequate fire protection coverage in most areas of the city, but there are areas identified within the Garden City Water Distribution System Master Plan that need to be addressed to increase flow and availability.

The City completed a Water Distribution System Master Plan in 2014. The plan scope includes the following elements:

- Facility descriptions
- Field flow testing
- Population and demand projections
- Water distribution system modeling
- Evaluation of fire protection
- Identification of service issues present and projected
- Develop recommendations to address any system deficiencies

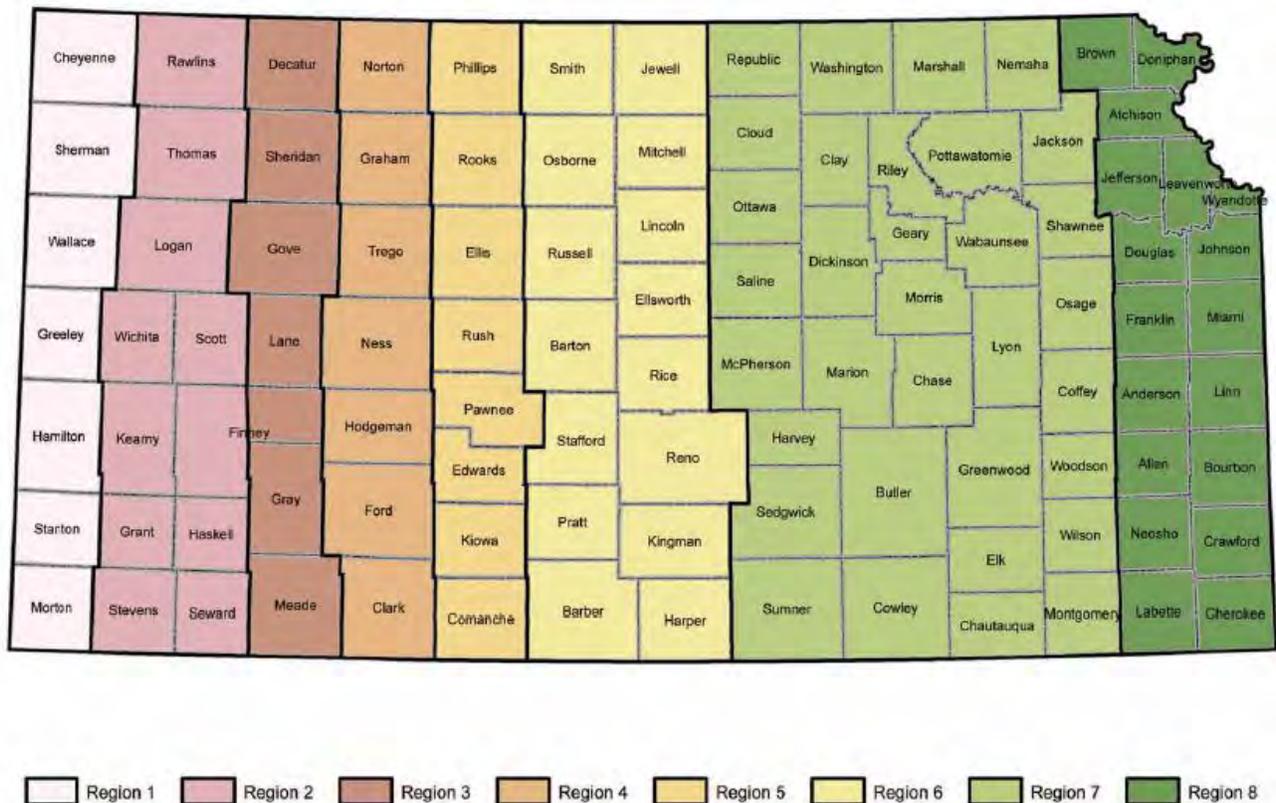
Elements of the master plan are incorporated into the City of Garden City Capital Improvement Plan and funded through the annual budget process. Proposed system improvements are presented to citizen advisory committees and to the City Commission during the budget process each spring.

There is also a newly minted Public Utilities Advisory board that will be implemented in 2015. The committee will give additional guidance to the City Commission regarding Water, Wastewater, and Electric Utility issues.

## SECTION 2: LONG-TERM WATER USE EFFICIENCY

The Kansas Municipal Water Use Report which is provided by the Kansas Department of Agriculture categorizes communities regionally to compare their water consumption. Garden City is compared to other public Water supplies in Region 2 which includes 11 counties in the western Kansas. Each region extends from the Nebraska border to the Oklahoma border.

Figure 1  
Regions Used for Gallons Per Capita Per Day (GPCD) Analysis



Public Water supplies measure their water use performance by calculating Gallons Per Capita Day (GPCD). This calculation measures how many gallons of water are required per person, per day during a given year. The calculation includes the following water uses:

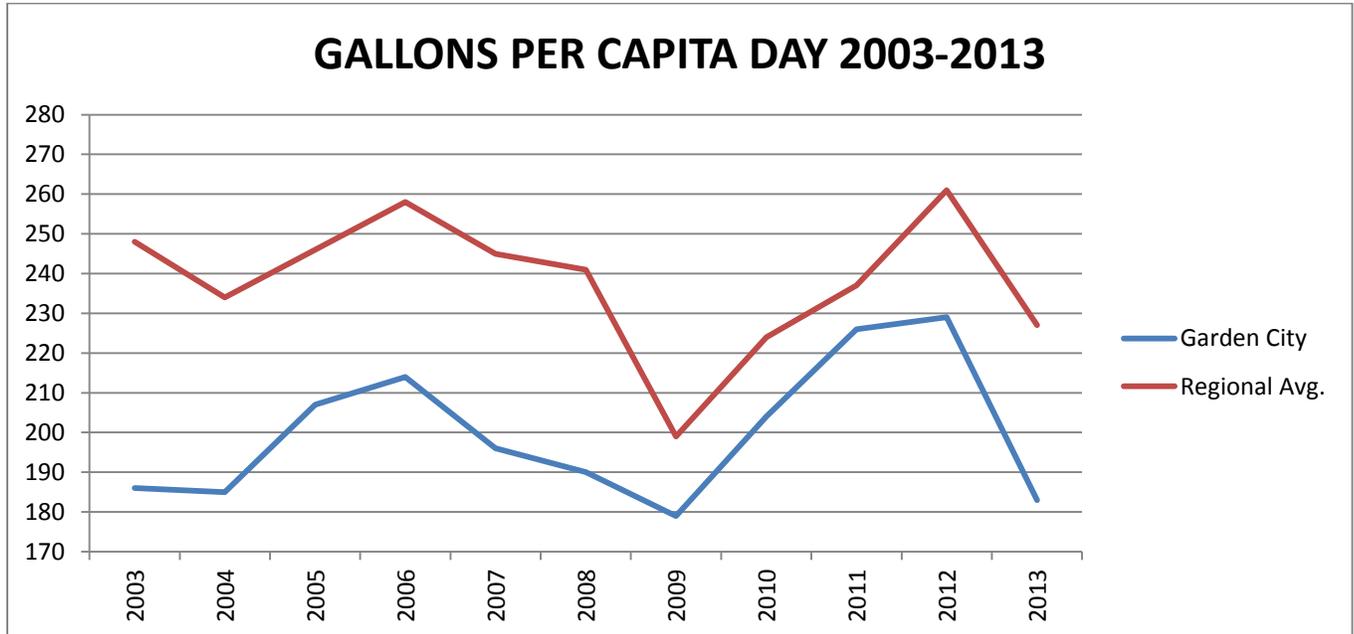
- Water sold to residential/commercial customers
- Water distributed for free public services (parks, cemeteries, swimming pools etc.)
- Water lost by leaks in the water distribution system.

The GPCD figure does not include municipally supplied water for industries that use over 200,000 gallons per year.

The City of Garden City used 229 GPCD in 2012. The City's average water use from 2008-2012 was 206 GPCD. City average use is 12% lower than the regional average of 232 GPCD.

## Water Conservation Goal

The City's water conservation goal is not to exceed the 206 GPCD. The goal is based on the average GPCD as recorded in the past five published editions (2008-2013) of the Kansas Municipal Water Use publication. The City anticipates meeting this goal by carrying out actions outlined in this plan.



## Water Conservation Practices

The plan contains three conservation sub-sections (Education, Management, and Regulation). The city will implement or pledge to continue established best practices that will benefit the long-term conservation of water in the City. The goals listed are specific, measurable, achievable, and time specific.

Education: City water bills show the total number of gallons of water used during the billing period and the dollar amount of the bill. In addition to communicating the cost and quantity of water delivered to customers, the City is able to convey water conservation tips via the City public information channel, newspaper articles, and social media.

The City also participates in educational programs with schools in the community. Examples of current and ongoing involvement include: The annual Earth Day event sponsored by Lee Richardson Zoo which targets elementary age students and, the bi-annual Ark River Festival which targets middle school students. Local school staff has also received specialized water conservation training to assist with water use education in the classroom. City staff intends to provide support to these staff in any way they request.

City staff is evaluating future participation in established programs such as EPA WaterSense® and AWWA Drinking Water Week activities.

The following conservation practices and target dates for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan are outlined below.

Education Conservation Practices to be Taken	Target Date
1. Water bills will show the amount of water used in gallons and the cost of the water.	Implemented
2. Make available information on water conserving landscape practices through publications, local news media, seminars or other appropriate means.	Implemented
3. Provide staff and resources to assist with conservation activities at local schools. (i.e. Earth Day, Ark River Festival)	Implemented
4. Frequently provide water conservation information on public information channel, city website, and social media networks.	Implemented
5. Host art contest with local schools and provide recognition to students for AWWA Drinking Water Week. Local winner will be submitted to national competition.	April 2015
6. Evaluate implementation of EPA WaterSense® program into existing information and materials provided by Water Utility. Work with local businesses who market WaterSense® compliant fixtures and appliances.	January 2016

**Management:** The City of Garden City has installed an Advanced Metering Infrastructure (AMI) system. The system transmits water meter readings to a central location for accounting. The City also performs manual checks of individual water meters when the meter shows an increase or decrease in water consumption outside of normal parameters of the customers historical use. Inspections are also performed if the meter is not communicating with the AMI system. Well and pump station meter data is collected and reported to staff on a separate spreadsheet that allows comparison of well production information from month to month. All water meters collect a meter reading on an hourly basis.

The City of Garden City has installed water meters at all well locations. Metering equipment is also installed at the Wheatland Electric Cooperative, Inc. Reverse Osmosis plant. Any new water supplies will have individual meters for each source of supply.

Water meters were installed for all residential/commercial customers by 1965. The AMI system was installed in 2010. Meters are on a 10 year replacement / refurbishment program.

The City of Garden City reads each customer's water meter and mails a monthly water bill to each customer every month. Customer water bills show the cost of water and the consumption during the billing cycle.

Water leaks from the public water distribution system are repaired no more than

24 hours after discovery. Current operating procedure is to begin excavation on Main Breaks as soon as emergency facility locates are completed (less than 3 hours). Leaks from customer services are investigated when AMI information indicates a possible leak, or upon customer inquiry.

System water pressure is checked at least 2 times per year when the Garden City Fire Department performs fire hydrant tests of all the City hydrants. We also investigate individual service pressures upon customer request or when making repairs to individual services.

The City of Garden City has emphasized and invested in significant improvements to accurate measurement of water use at our source and at customer meters. The metering information available to the City allows the staff and our governing body to develop an accurate accounting of water resource use in order to make policy decisions to ensure an adequate water supply for citizens.

The water rate structure for the City of Garden City effective October 1, 2013.

<b>Minimum Monthly Charges Residential / Commercial</b>	
Meter Size	Minimum
¾"	\$ 11.15
1"	\$ 12.65
1 ½"	\$ 15.15
2"	\$ 23.90
3"	\$ 42.65
4"	\$ 61.15
6"	\$ 80.15
8"	\$ 130.15

<b>Water Rates - Residential</b>	
Gallons	Rate per 1,000
0-15,000	\$ 1.80
15,001 - 30,000	\$ 2.05
30,001- 60,000	\$ 2.45
60,001 and Over	\$ 3.00
<b>Water Rate - Commercial</b>	
Gallons	Rate per 1,000
All Consumption	\$ 1.86

The City of Garden City has chosen the following conservation practices and target dates for the Management component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Management Conservation Practices to be Taken	Target Date
1. All source water will have meters installed and the meters will be repaired or replaced within two weeks when malfunctions occur.	Implemented
2. Meters for source water will be tested for accuracy at least once every three years. Each meter will be repaired or replaced if its test measurements are not within industry standards (such as AWWA standards).	Implemented
3. Meters will be installed at all residential service connections and at all other service connections whose annual water use may exceed 300,000 gallons, including separate meters for municipally operated irrigation systems which irrigate more than one acre of turf.	Implemented
4. Meters at each individual service connection will be replaced or tested for accuracy on a regular basis, per industry standards (such as AWWA standards), if they are one inch or less. Meters between one inch and six inches will be tested for accuracy at least once every five years and meters six inches and above will be tested on at least an annual basis. Each meter will be repaired or replaced if its test measurements are not within industry standards (such as AWWA standards).	Implemented
5. All meters for source water and individual connections will be read at least on a monthly basis.	Implemented
6. A water utility will implement a water management review, which will result in a specified change in water management practices or implementation of a leak detection and repair program or plan, whenever the amount of unsold water (amount of water provided free for public service, used for treatment purposes, water loss, etc.) exceeds 20 percent of the total source water for a four month time period.	Implemented
7. Water sales will be based on the amount of water used.	Implemented
8. A water rate structure designed to curb excessive use of water will be evaluated.	January 2017
9. Develop and implement a program to incorporate water conserving landscape principles into future landscape development projects, including renovation of existing landscapes.	Underway. Implementation by <b>Winter 2016</b>
10. Develop and implement an irrigation management program for irrigated grounds. Identify public / private projects to participate in program and evaluate conservation impact.	Underway. Implementation by <b>Summer 2017</b>
11. Encourage the recycling of wastewater for selected industrial or irrigation purposes.	Implemented

**Regulation:** The City of Garden City does not have any water conservation regulations in effect at the present time. Because of our ability to supply water during normal periods, regulatory controls on water use are included only in the Drought Response section of this plan and water drought/emergency ordinance where they constitute the primary means for conserving water during a supply shortage.

Garden City does have a plumbing code, but has not incorporated mandatory water conservation measures regarding installation of plumbing fixtures. Most new homes and/or remodeling projects do include the use of more water efficient fixtures.

Regulation Actions to be Considered	Target Date
Revision of commercial landscape requirements to promote the installation of low water usage plants, and ground cover materials.	December 2016
Universally restrict hours for lawn watering.	January 2016
Revision of requirements for new lawn irrigation systems to include soil and rain sensors and submittal of irrigation plan.	December 2016

## SECTION 3: DROUGHT RESPONSE

The City of Garden City addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Manager is authorized by ordinance to implement the appropriate conservation measures.

Historical Water Usage (2012) / Million Gal. <sup>2</sup>		
Class	Average	Maximum
Residential	3.66	6.91
Commercial	2.18	3.81
Industrial	0.62	0.76
<b>Total</b>	<b>6.46</b>	<b>11.48</b>

Seasonal Maximum / Million Gal <sup>3</sup>		
Max Use Month	Gallons	MG Day
August 2014	277.3	8.95
July 2015	284.2	9.16

**\*\*\*DROUGHT RESPONSE PLANS ON FOLLOWING PAGES\*\*\***

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<sup>2</sup> Garden City Water Distribution System Master Plan – Final Report; Professional Engineering Consultants, P.A.

<sup>3</sup> Data from 2014 Municipal Water Use report.

## **Stage 1: Water Watch**

### **Goals**

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

### **Triggers**

This stage is triggered by any one of the following conditions:

1. The City's storage has fallen below 85% percent capacity, and will not recover ;
2. Groundwater levels have fallen 5 feet below the normal seasonal level;
3. Demand for one day is in excess of 10.5 million gallons per day.
4. Provider of purchased water has issued a Stage 1 Water Watch.

### **Education Actions**

1. The City will make occasional news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming season.
2. Previous months summaries of precipitation, temperature, water levels and storage will be made public at the beginning of each month.
3. Water-saving tips will be included in billings to water utility customers.

### **Management Actions**

1. The City wells will be cleaned and flushed to maintain optimal efficiency.
2. Leaks will be repaired within 48 hours of detection.
3. Main Breaks will be repaired within 24 hours of detection.
4. The City will monitor its use of water and will curtail activities such as hydrant flushing and street cleaning.

### **Regulation Actions**

The public will be asked to curtail some outdoor water use and to make efficient use of indoor water, i.e. wash full loads, take short showers, don't let faucets run, etc.

## Stage 2: Water Warning

### **Goals**

The goals of this stage are to reduce peak demands by 20% percent and to reduce overall weekly consumption by 10% percent.

### **Triggers**

This stage is triggered by any one of the following conditions:

1. The City's storage has fallen below 70% percent capacity, and will not recover;
2. Pumping lowers water level to within 10 feet of the top of the well screens;
3. Groundwater levels have fallen 10 feet below the normal seasonal level;
4. Demand for one day is in excess of 12 million gallons per day;
5. Provider of purchased water has issued a Stage 2 Water Warning.

### **Education Actions**

1. The City will make weekly news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming week.
2. Previous week summaries of precipitation, temperature, water levels and storage will be made public each week.
3. Water conservation articles will be provided to the local newspaper, and city communication outlets
4. Water-saving tips will be included in billings to water utility customers.

### **Management Actions**

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection.
3. Main breaks will be repaired immediately after emergency facility locates have been completed.
4. Pumping at wells will be reduced to decrease drawdown and to maintain water levels over well screens.
5. The City will curtail its water usage, including operation of fountains, watering of City grounds and washing of vehicles.
6. Reserve supplies, such as standby well fields, will be prepared for use.
7. The City will contact DWR for permission to require private well owners to comply with the City's drought response regulations as authorized under K.S.A. 82a-733(i).<sup>4</sup>

*(Continued on next page: "Stage 2: Water Warning)*

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<sup>4</sup> If management action #7 is chosen the water drought/emergency ordinance must also address private wells.

## **Regulation Actions**

These regulation actions apply to City residents, including private domestic well users, if authority is delegated by the Chief Engineer under K.S.A. 82a-733(i).<sup>5</sup>

1. Outdoor water use, including lawn watering and car washing will be restricted to before 10:00 am and after 9:00 pm.
2. Golf courses will restrict watering to tees and greens after sunset.
3. Refilling of swimming pools will be allowed one day a week after sunset.
4. Outdoor watering will be restricted to use of a hand-held hose or bucket only.
5. Excess water use charges for usage of water over the amount used in the winter will be considered.
6. Waste of water will be prohibited.

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<sup>5</sup> *If management action #7 is chosen the water drought/emergency ordinance must also address private wells.*

## **Stage 3: Water Emergency**

### **Goals**

The goals of this stage are to reduce peak demands by 50% and to reduce overall weekly consumption by 25%.

### **Triggers:**

This stage is triggered by any one of the following conditions:

1. The City's storage has fallen below 50% percent capacity;
2. Pumping lowers water level to within 5 feet of the top of the well screens;
3. Groundwater levels have fallen 15 feet below the normal seasonal level;
4. Demand for one day is in excess of 13 million gallons per day.
5. Demand for three consecutive days is above 12 million gallons per day.
6. Provider of purchased water has issued a Stage 3 Water Emergency.
7. Emergency conditions related to repairs or water quality.

### **Education Actions**

1. The City will make daily news releases to the local media describing present conditions and indicating the water supply outlook for the next day.
2. Previous days summaries of precipitation, temperature, water levels and storage will be made public each day.
3. The City will hold public meetings to discuss the emergency, the status of the City water supply and further actions, which need to be taken.

### **Management Actions**

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection.
3. Main Breaks will be repaired immediately after emergency facility locates have been completed.
4. Pumping at wells will be reduced to decrease drawdown and to maintain water levels over well screens.
5. The City will seek additional emergency supplies from other users, the state or the federal government.

*(Continued on next page: "Stage 3: Water Emergency")*

## **Regulation Actions**

These regulation actions apply to City residents, including private domestic well users, if authority is delegated by the Chief Engineer under K.S.A. 82a-733(i).<sup>6</sup>.  
Outdoor water use will be banned.

1. Waste of water will be prohibited.
2. Outdoor water use, including lawn watering and car washing will be prohibited
3. Refilling of swimming pools will be prohibited.
4. Excess water use charges for usage of water over the amount used in the winter will be considered.

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<sup>6</sup> *Include this statement if Water Warning management action #7 is chosen.*

## **SECTION 4: PLAN REVISION, MONITORING & EVALUATION**

The City of Garden City has established a monthly management practice of reviewing totals for water production, residential/commercial sales, water provided free-of-charge, and “unaccounted for water”. Problems noted during the monthly review will be solved as soon as possible

The City Commission and City Manager will receive, as part of the quarterly utility report, updates regarding water usage and conservation activities for the Water Utility.

The City of Garden City Municipal Water Conservation Plan will be reviewed during the month of April each year and on a more frequent basis during drought or other water shortage conditions. If the water conservation GPCD goals for the previous year are not met, then the City will review the data collected from the previous year in relationship to the status and effectiveness of the conservation practices that are outlined in our plan and will provide a status report to the DWR which will also include any additional water conservation practices that may need to be taken in order for the city to achieve and maintain its water use conservation GPCD goals.

# SECTION 5: ATTACHMENTS

# Consent Agenda



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Rachelle Powell, Director of Aviation  
**DATE:** May 3, 2016  
**RE:** Napolis' Lease Amendment

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### **ISSUE:**

The Governing Body is asked to consider and approve the lease amendment between Sherif Dullovi, Giovanni Dullovi and the City of Garden City for the rented restaurant space at Garden City Regional Airport.

### **BACKGROUND:**

The City of Garden City pays for the restaurant phone lines in order to retain the main phone number to the Flight Deck Restaurant. The dedicated phone number has transitioned through multiple operators and remains critical for communication between local and transient patrons. Staff has identified a discrepancy in the practice of providing the phone line versus the policy stated in the lease.

The current lease states the following: City shall furnish all utilities used on the leased premises, to include gas electricity, and water, with the exception that the tenant shall be responsible for all charges for telephone, cable TV, or internet service.

The amendment states the following: City shall furnish utilities used on the lease premises, to include gas, electricity, water, and telephone, with the exception that the tenant shall be responsible for all charges for cable TV, internet service and long distance telephone service.

The Airport Advisory Board met on April 14, 2016 and verbally discussed the lease amendment (as staff was unable to provide the written amendment). On April 21, 2016, staff provided an emailed draft amendment to the advisory board. The board requested several changes to the amendment. Staff presented the final amendment (via email) to the board for consideration and approval. The board voted and recommended City Commission approval of the lease amendment on April 25, 2016.

### **ALTERNATIVE:**

1. Approve the lease amendment between Sherif Dullovi, Giovanni Dullovi and the City of Garden City for the rented restaurant space at Garden City Regional Airport.
2. Provide a recommendation to staff.
3. No action.

### **RECOMMENDATION:**

Staff and the Airport Advisory Board recommends approving the lease amendment between Sherif

Dulovi, Giovanni Dulovi and the City of Garden City for the rented restaurant space at Garden City Regional Airport.

**FISCAL NOTE:**

The airport budgets for the expense of two restaurant phone lines out of GL code 060-000-5447 for the monthly amount of \$182.67, which is \$2,192.04 annually.

**ATTACHMENTS:**

Description	Upload Date	Type
Napolis' Lease Amendment	4/26/2016	Backup Material

**THIRD AMENDMENT TO  
LEASE AND OPERATIONS AGREEMENT**

THIS THIRD AMENDMENT TO LEASE AND OPERATIONS AGREEMENT (Third Amendment) made this \_\_\_\_ day of \_\_\_\_\_, 2016, between the CITY OF GARDEN CITY, KANSAS, a municipal corporation (City), and SHERIF DULLOVI and GIOVANNI DULLOVI (Tenant).

WHEREAS, City and Tenant, entered into a Lease and Operations Agreement (Lease Agreement) under date of November 11, 2008, wherein Tenant agreed to lease from City, space in the Garden City Regional Airport (GCRA) commonly known as the Flight Deck Restaurant; and

WHEREAS, the Lease Agreement was amended February 17, 2009; and

WHEREAS, the Lease Agreement was amended May 21, 2013; and

WHEREAS, business necessities have created a need to amend the Lease Agreement to provide for City to furnish local telephone service for the Leased Premises.

NOW THEREFORE, the parties agree as follow:

Paragraph 15 of the Lease Agreement is amended as follows:

15. **Utilities.** City shall furnish utilities used on the Leased Premises, to include gas, electricity, water, and local telephone service, with the exception that Tenant shall be responsible for all charges for cable TV, internet service and long distance telephone service.

WHEREFORE, the parties further agree that all terms and conditions of the Lease and Operations Agreement, dated November 11, 2008, the Amendment, dated February 17, 2009, and the Second Amendment, dated May 21, 2013, not specifically modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have approved this Third Amendment to Lease and Operations Agreement.

CITY OF GARDEN CITY, KANSAS

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Chris Law, Mayor

ATTEST:

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

TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sherif Dullovi

\_\_\_\_\_  
Date

\_\_\_\_\_  
Giovanni Dullovi



## **MEMORANDUM**

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Cemetery Department  
**DATE:** May 3, 2016  
**RE:** Quit Claim Deed transferring Burial Rights of Spaces at Valley View Cemetery

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**ISSUE:**

Quit Claim Deed from the Heirs of Charles T. Williams transferring Spaces 1 and 2, Lot 57, Zone D of Valley View Cemetery to Ronald and/or Janie Schwartz.

# Other Entities Minutes



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** May 3, 2016  
**RE:** Presentation of the April 2016 agenda and March 2016 approved minutes from the Community Health Advisory Board.

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**ISSUE:**

Presentation of the March 10, 2016 minutes and the April 14, 2016 agenda from the Community Health Advisory Board.

**BACKGROUND:**

Attached is the April 2016 agenda and March 2016 approved minutes from the Community Health Advisory Board.

**ALTERNATIVE:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
Community Health Advisory Board April 2016 Agenda	4/26/2016	Backup Material
Community Health Advisory Board March 2016 Approved Minutes	4/26/2016	Backup Material

**COMMUNITY HEALTH ADVISORY BOARD  
AGENDA**

Thursday, April 14, 2016  
4:30 P.M. City Commission Chamber – Garden City, Kansas

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

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- I. CALL REGULAR MEETING TO ORDER**
- II. APPROVAL/REVIEW OF MINUTES from March 10<sup>th</sup> meeting**
- III. GENERAL STAFF REPORT AND UPDATE**
- IV. BUSINESS**
  - A. Tobacco 21**
- V. ADJOURN**

**MINUTES  
COMMUNITY HEALTH ADVISORY BOARD  
GARDEN CITY, KANSAS**

THURSDAY MARCH 10, 2016 AT 4:30PM

The Community Health Advisory Board met in the City Administration Building located at 301 N. Main Street, Garden City, Kansas at 4:30 P.M.

*Present were Co-chairperson Koksai, Member Campbell, Member Desalvo, Member Gerstner, Member Shrader, and Member Swords. Also in attendance were Community Health Advisory Board Staff Liaisons Kentner, Davidson, Thibault, Betts and Croteau.*

**I. CALLED MEETING TO ORDER**

At 4:37 pm. *Co-chairperson Koksai* called the meeting to order.

**II. APPROVAL/REVIEW OF MINUTES:**

- a) *Member Campbell* makes a motion to approve the minutes from January 14, 2015. *Member Swords* seconds the motion. Votes were taken by yeas and nays and recorded as follows:

Campbell	Desalvo	Gerstner	Koksai	Nusser	Shrader	Swords	Taylor	Unruh
Yea	Yea	Yea	Yea	Not Present	Yea	Yea	Not Present	Not Present

Motion passed.

**III. GENERAL STAFF REPORT AND UPDATE**

- a) *Staff Davidson* follows up on the road traffic study meeting held on January 14<sup>th</sup> in which the City decided the results for such study were unsatisfactory due to insufficient information. Staff requested that the study be redone and have not received the results as of yet.
- b) *Staff Davidson* follows up on the trail marker grant letter of support that was sent out. *Staff Davidson* shares that the corrections discussed in the January meeting were applied to the letter and signed thereafter by Chairperson Nusser.
- c) *Staff Davidson* follows up on the letter of support for Finney County that was signed by Chairperson Nusser and sent out as well.
- d) *Staff Davidson* discusses the question brought up regarding the water from the DFA plant. She explains that she spoke with the Public Utilities Director and was informed that KDHE has not informed us of what we can or can't do with the water because they don't know what it has in it. *Staff Davidson* states that we have to go off of KDHE's recommendation and will be waiting on an answer from them. *Member Campbell* asks if there is some sort of assurance that KDHE will let us use the water. *Staff Kentner* explains that it can be used underground but according to KDHE standards you can't discharge reused water above ground. He describes this as an issue we have deliberated with KDHE; especially here in an arid area where water can be recycled. *Staff Kentner* mentions that as long as it is treated then it shouldn't be an issue, but we will have to wait and see what happens with KDHE.

**BUSINESS**

- a) **Review Community Gardens with City Owned Properties**

*Staff Davidson* presents the updated map highlighting the R-3 Residential areas where the denser housing is found as opposed to where our gardens and city owned properties are located. *Staff Kentner* points out that the problem with some of the gardens is where they're located. Discussion ensued regarding the different garden sites shown on the map that are currently active and well used. Staff talks over a few options that may help attract the public to new and existing gardens. *Member Shrader* shares ideas that could possibly help with growth and maintenance of gardens. *Staff Kentner* suggests compiling a survey to research targeted areas for possible sites. *Staff Kentner* explains that the study could gather public input that may help decide where potential gardens could be located. Discussion ensued regarding City properties and where garden spaces could fit if approved by the Governing Body. *Member Shrader* points out the scarcity of land in areas surrounded by City owned properties and how that affects neighboring property owners who take part in utilizing the gardens. She explains that refugees participate in gardening but identifies that transportation and space takes a toll on garden usage. She suggests that better access to land could result in a successful operation. *Co-chairperson Koksai* expresses that she is not too familiar with the rules for community gardens and believes there

are other citizens who aren't sure how to go about using them. *Staff Kentner* explains that the thing with the properties dedicated to community gardens is that they run off a first come first serve basis, which means each individual is responsible for taking care of their plot. *Staff Kentner* discusses self-governed gardens and suggests research to be done for safety purposes. Discussion ensued regarding options for different styles of gardens that could be offered to the community. *Member Shrader* mentions that during summer there will be a map available to the public showing all the community gardens, trails and destinations.

**b) Sunflower Grant**

*Staff Davidson* introduces and explains the Sunflower Grant for the three sites presented at Dean Wiley Park. Members discuss the details of the grant. *Staff Davidson* asks if that specific grant would be something the board members would be interested in supporting and if so suggests a letter of recommendation be presented to the City Commission. Board members point out that the park is used immensely but is difficult to access the trails within the park without driving in because the park does not connect to anything. *Member Gerstner* asks if the money from the grant can be used for anything other than connectors. *Staff Davidson* shares a list of things the grant money could be used for. Discussion ensued regarding trail systems and current ideas for the improvement of trail contiguity. Board members talk over the possibilities for trails that the grant will ensue. *Member Gerstner* and *Co-chairperson Koksai* determine that the grant could potentially benefit the growth and improvement of the three presented locations as well as those surrounding it.

*Member Gerstner* makes a motion to give the support to the proposed trail extensions for the Sunflower Grant. *Member Swords* seconds the motion.

Campbell	Desalvo	Gerstner	Koksai	Nusser	Shrader	Swords	Taylor	Unruh
Yea	Yea	Yea	Yea	Not Present	Yea	Yea	Not Present	Not Present

Motion passed.

Next meeting time confirmed as April 14, 2016 at 4:30 pm.

*Meeting adjourned at approximately 5:14 pm.*

Kaleb Kentner  
 Carol Davidson  
 Mackenzie Thibault  
 Secretary

Judy Nusser, Chairman



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Michael D. Utz, Chief of Police  
**DATE:** May 3, 2016  
**RE:** April 2016 Advisory Board Minutes

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**ISSUE:**

Presentation of the April 19, 2016 meeting minutes for the Police/Citizens Advisory Board.

**BACKGROUND:**

Attached are the meeting minutes for the Police/Citizens Advisory Board meeting held on April 19, 2016.

**ALTERNATIVE:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
April 19, 2016 Advisory Board Minutes	4/22/2016	Backup Material

**Garden City Police Department**  
**Police Citizens Advisory Board**  
**April 19, 2016**

**Present:** Michael D. Utz, Chief of Police; Mellaina Johnson, Vice Chairperson; Darla Samy; Vinh Nguyen; Norma Fuentes.

**Not Present:** Sergeant Andrew Roush; Chuck Allen, Chairperson; Brandon Neeb; Andrew Hanser; Alicia Weber; Stan Kennedy; Connie Bonwell; Alyssa Ralston; Jeff Starkey.

Chief Utz informed members the transition into SunGard has been started.

Chief Utz announced the interview process for a new detective(s) will begin on Friday 04/22/16.

Chief Utz held a discussion on revisions of the regulations regarding uniforms for non-sworn personnel and domestic violence. Chief Utz discussed the Household Victims Unit to enhance prosecution on domestic violence cases as well as the new uniforms for support services. PCAB members Connie Bonwell, Chuck Allen and Jeff Starkey had contacted Chief Utz that they were not able to attend the meeting, but approved of the changes. Board members at the meeting also approved the regulation changes.

Chief Utz gave an overview of the National Peace Officer's Memorial Day to be held on May 13<sup>th</sup>, 2016 at 10:00 a.m. and invited all members of PCAB to attend. The ceremony will be held in front of the Law Enforcement Center.

A discussion was held regarding the body and car camera grant.

An overview of the monthly activity reports and biased base policing report was held; following a discussion regarding the crimes reported within the last month.

A discussion over the current monthly reporting charts was conducted.

Board member Nguyen brought up questions on how to properly install car seats, and he was informed that SMPO Troy Davis will contact him to assist.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** May 3, 2016  
**RE:** Garden City Recreation Commission

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**ISSUE:**

Presentation of the February 29, 2016, March 28, 2016 and April 6, 2016 meeting minutes from the Garden City Recreation Commission.

**BACKGROUND:**

None

**ALTERNATIVE:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

None

**ATTACHMENTS:**

Description	Upload Date	Type
GCRC Minutes 02-29-16	4/28/2016	Backup Material
GCRC Minutes 03-28-16	4/28/2016	Backup Material
GCRC Minutes 04-06-16	4/28/2016	Backup Material

**Garden City Recreation Commission  
Minutes  
February 29, 2016  
310 N 6<sup>th</sup> St.**

**I. Call Meeting to Order**

Vice-Chairperson Alyssa Benavidez called the meeting to order at 5:16pm. GCRC Board Members present were Anna Urrutia, Jamie Warren and Myca Bunch. Marcus Ramos arrived at 5:30pm. GCRC Staff present was Interim Superintendent Kathleen Whitley, Sports Director Jared Rutti, Wellness Director Meghan McFee, Aquatics Director Monica Colborn, Maintenance Superintendent Chuck Reinert, Maintenance Staff Marcia Baird, Charles Morgan, and Health Fitness Specialist Darlene Holmes. Guests present were Ellie Kennedy, Ken Green, Marilyn Porter, Pat Allen and Angie Haflich with the Garden City Telegram.

**II. Approval of Agenda**

Motion by Jamie Warren to approve the agenda, the motion was 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 January 2016**
- **Minutes of Special Meeting on February 19, 2016**
- **Staff Reports for February 2016**
- **Participation Reports Jan-Dec 2015**

Board Member Jamie Warren asked to make corrections to the minutes on page 3, item 6, putting decimal points in. On the minutes from February 19<sup>th</sup>, reword the sentence on the top of the last page. Motion by Jamie Warren to approve the consent agenda, with the corrections to the minutes, seconded by Anna Urrutia. The motion carried with all in favor.

**IV. Financial Reports for January 2016**

Motion by Myca Bunch to approve the financial reports for January 2016. The motion was seconded by Jamie Warren. Motion carried with all in favor.

**V. Superintendents Report**

- a. Welcome Interim Superintendent Kathleen Whitley.

**VI. New Business**

- a. **Ellie Kennedy Lifeguard talks about Aquatics Proposals.** – Ellie Kennedy has been a lifeguard for six (6) years with the Garden City Recreation Commission. She has a problem with several proposals that Aquatics Director Monica Colborn has brought up.
  1. Eliminate a Slide Attendant Position - The attendant at the bottom of the slide checks for height requirements, wrist bands and passing swim test. The top attendant checks to see if the bottom of the slides is safe for the next person and also on height. Ellie explained that this takes two (2) people to run. Unsafe for one (1) person to run. Safety is important.
  2. Require staff to purchase uniforms – Ellie explained that this is another expense for first year lifeguards. They have to pay \$175.00 for certifications and then for uniforms, a tank top, whistle and sunblock asking a lot. She explained that she is the voice for other lifeguards and concerned for safety.

Board Member Jamie Warren said that the GCRC is big on safety. Aquatics Director Monica Colborn is trying the one (1) person slide attendant and getting back with the GCRC Board on this.

- b. **Sports Director Jared Rutti approval of Scoreboard Bids** – Sports Director Jared Rutti explained that Pepsi sent \$15,000 last year as part of their bid to use for scoreboards in the gym. Bids were sent to Varsity Scoreboards, ATHCO and BSN Sports. The following replied:

**Varsity Scoreboards, Murray, KY 42071, Jay Poston.**

Basketball Scoreboard 7’x5’6”		\$3,205.00
Wireless 2.4GHZ Bi-Direct		\$ 795.00
Basketball Scoreboard 7’x5’6”		\$3,205.00
Wireless 2.4GHZ Bi-Direct		<u>\$ 795.00</u>
	Subtotal	\$4,000.00
	Discount	(\$2,390.00)
	Estimated Freight	<u>\$ 755.80</u>
	<b>Quote Total</b>	<b>\$6,365.80</b>

\*Estimated freight cost as per date of quote. Final freight cost to be determined upon release of equipment. Quote valid for 30 days. Installation, electrical work, onsite demonstrations and training not included. Tax not included. Retainages are not permitted. Payment terms are Net 30 days.

**ATHCO, LLC., Lenexa, KS 66215, Matt Cline**

2 Fair-Play Bb-1520-4 LED scoreboards with (3)	All Items	\$10,338.00
MP-73 wireless controllers & vinyl case, basketball,	Installation	Not Included
volleyball & wrestling captions.	Freight	Included
	Sales Tax	N/A
	<b>Quote Total</b>	<b>\$10,388.00</b>

**BSN Sports, Farmers Branch, TX 75234, Kyle MacMorran**

2 BSN Basketball Scoreboards 5’x8’		\$5,899.98
2 Wireless Remote Controls #1		<u>\$1,999.98</u>
	Sub Total	\$7,899.96
	Freight	<u>\$ 500.00</u>
	<b>Order Total</b>	<b>\$8,399.96</b>

Sports Director Jared Rutti is recommending ATHCO, LLC for \$10,338.00 for two (2) Basketball Scoreboards and Wireless Controllers. Motion by Jamie Warren to approve the purchase from ATHCO, LLC., two (2) basketball scoreboards and wireless controllers for \$10,338.00 from monies from Pepsi. The motion was seconded by Myca Bunch. Motion carried with all in favor.

- c. **Sports Director Jared Rutti approval of Clint Lightner sign Bids.** – Sports Director Jared Rutti sent out bids for advertising signs at Clint Lightner Baseball Field. He asked that the businesses either refurbish the old signs that we had or bid on brand new signs. Bids were sent to A-1 Sign Pro and AJ Graphics.

**A-1 Sign Pro, Garden City, KS 67846, Darrin Nicholas**

**Option 1**

New 4’6’ 1/8” Max Metal Signs with vinyl graphics digital print or cut vinyl depending on complexity of logo.	\$385.00
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Discount for Sponsor trade if A-1 Sign Pro is allowed to display a sign. (\$70.00)  
**Total per sign \$315.00 \$2,205.00**

All logos will need to be in EPS format for printing/cutting.  
 Artwork will apply if logos need to be created or cleaned up.  
 Sponsor discount is good for future purchases.

**Option 2**

New 4'x6' 1/4" Max Metal signs with vinyl graphics digital \$450.00  
 Print or cut vinyl depending on complexity of logo.  
 Discount for sponsor trade if A-1 Sign Pro is allowed to display a sign. (\$ 90.00)  
**Total per sign \$360.00 \$2,520.00**

All logos will need to be in EPS format for printing/cutting.  
 Artwork will apply if logos need to be created or cleaned up.  
 Sponsor discount is good for future purchases.

**Option 3**

Refurbish existing signs with new print 4'x6' \$288.00  
 Logo Print  
 Labor to cut bad corners and replace vinyl caps \$55.00  
 Discount for Sponsor trade if A-1 Sign Pro is allowed to display a sign. (\$65.00)  
**Total per sign \$278.00 \$1,946.00**

All logos will need to be in EPS format for printing/cutting.  
 Artwork will apply if logos need to be created or cleaned up.

**AJ Graphics, Garden City, KS 67846, Janet Smaltz**

Bid for total of 7 signs only.

**Option 1**

Vinyl Material	168 sq. ft. x \$9.00	\$1,512.00
Refurbish old metal	7 x \$40.00	\$ 280.00
Design Labor	3 hours @ \$45.00	\$ 135.00
Discount to include AJ Graphics 4x6 sign		(\$ 400.00)
	<b>Per sign \$218.14</b>	<b>\$1,527.00</b>

**Option 2**

Vinyl Material	168 sq. ft. x \$9.00	\$1,512.00
Max Metal	168 x \$7.00	\$1,176.00
Design Labor	3 hours @ \$45.00	\$ 135.00
Discount to include AJ Graphics 4x6 sign		(\$ 400.00)
	<b>Per sign \$346.14</b>	<b>\$2,423.00</b>

Sports Director Jared Rutti explained that AJ Graphics is quoting only for seven (7) signs, where A-1 Sign Pro price is good for future purchase. Jared recommended going with A-1 Sign Pro, Option 1, with new max metal signs for \$315.00 per sign and a total for seven (7) signs of \$2,205.00. Motion by Jamie Warren to go with A-1 Sign Pro, Option 1, total per sign \$315.00 and a total for seven (7) signs of \$2,205.00. The motion was seconded by Marcus Ramos. Motion carried with all in favor.

- d. **Sports Director Jared Rutti approval of Sports Equipment Bids** – Bids were sent out to several businesses for sports equipment. They are: The Good Sport, R.T. Sporting Goods, Dicks Sporting Goods, BSN Sports, Beacon Athletics and Anaconda Sports. Bids were received from BSN Sports, Beacon Athletics and R.T. Sporting Goods.

		<b>BSN Sports</b>	<b>Beacon</b>	<b>R.T.'s</b>
8 doz	12" Softballs, USSSA Classic M	\$74.88/dz	\$0.00	\$64.00/dz
8 doz	11" Softballs, USSSA Classic W	\$74.88/dz	\$0.00	\$64.00/dz
14 doz	RCAL Leather Baseballs	\$41.13/dz	\$0.00	\$42.50/dz
10 doz	NFHS-Clanton	\$62.88/dz	\$0.00	\$66.50/dz
3 sets	Hollywood Impact Bases (bases only)	\$214.88/set	\$225.00/set	\$279.00/set
5	Permanent 4 sided pitching Rubber	\$114.88/ea	\$75.00/ea	\$99.00/ea
4	Wood handle dig out tool	\$3.79/ea	\$10.00/ea	\$9.00/ea
12	All Steel 1 1/2" anchor	\$4.23/ea	\$8.00/ea	\$8.50/ea
3	Home plate w/solid wood core	\$43.56/ea	\$89.00/ea	\$159.00/ea
1 bucket	Black Foam Whisker Plug Bases	\$162.90	\$175.00	\$0.00
10	Futsal Game Balls	\$19.48/ea	\$0.00	\$0.00
30	Mesh Bags	\$3.23/ea	\$0.00	\$5.50/ea

BSN Sports - \$2,331.48, Beacon Athletics - \$375.00 and R.T. Sporting Goods - \$1,024.00. Jared explained that the softballs are for tournaments and for team to purchases and for the youth teams. Baseballs for Clanton Tournament. Bases, pitching rubber for Clint Lightner and Fansler Fields. Motion by Jamie Warren to approve the purchases of sports equipment from BSN Sports for \$2,331.48, Beacon Athletics for \$375.00 and R.T. Sporting Goods for \$1,024.00. The motion was seconded by Myca Bunch. Motion carried with all in favor.

- e. **Maintenance Director Chuck Reinert.** – Maintenance Director Chuck Reinert would like to replace a mower that was in a wreck in 2015 and was totaled. Insurance paid \$4,250.00 for replacement. He has received three (3) quotes from businesses; American Implement, Kansas Golf & Turf and Garden City Farm Equipment. American Implement – John Deere Z950M Commercial Z trak for \$9,700.00, Garden City Farm Equipment- Hustler Super Z 72" side discharge for \$12,091.00 and a Hustler Super Z Hyper Drive 72" side discharge for \$13,573.00. Kansas Golf and Turf- a Gravely Proturn 272 with 72"X Fator Deck and striping kit for \$9,350.00. It will take three (3) weeks for delivery. Chuck is looking for direction on the mower.
- Chuck is also in dire need of chemicals and fertilizer. Weed killer to spray along fence lines and fertilizer to put on fields and chemicals for grub control. Chuck estimated spending \$2,332.50 for chemicals plus \$11,500.00 for fertilizer thru Van Diest. Marilyn Porter asked what mowers we have now. Chuck explained that the GCRC has a Jacobsenson, which is way too big and leaves ruts in the fields, and two (2) Hustler 72" rear discharge mowers.
- GCRC Board is recommending that Maintenance Director Chuck Reinert send out bids for the mowers and to work out the chemical and fertilizer prices. Chuck explained by GCRC's purchases policy; Purchases under \$5,000.00 may be made by purchasing card or purchase order, if approved by the Department Director/Superintendent in advance.

- f. **Approval Pecos League Facilities Agreement for 2016** – In your Board packet was the Pecos League Facilities Agreement for 2016 with corrections. Board Member Myca Bunch stressed to Maintenance Director Chuck Reinert and Interim Superintendent Kathleen Whitley that in the contract it says that the Pecos team is to clean up after the games, which they did not do last year. Interim Superintendent Kathleen Whitley said that she had visited with the Assistant City Manager Jennifer Cunningham on the Pecos team clean up. Motion by Jamie Warren to approve the Pecos League Facilities Agreement for 2016, seconded by Myca Bunch. Motion carried with all in favor.
- g. **Approval of Names for Banks Signature Card.** – Interim Superintendent Kathleen Whitley and Finance Director Terri Hahn asked whose names are needed on the signature card for Commerce Bank. Currently we have Debbie Bridgeman, Jared Rutti, Marcus Ramos and Terri Hahn on the signature card. Two signatures are required to sign payroll and account payables checks. The GCRC Board recommended having two (2) Board Members, Superintendent and Finance Director on the signature card with Commerce Bank. Motion by Jamie Warren to approve having two (2) GCRC Board Members, the Chairperson and Vice-Chairperson, Superintendent and Finance Director on the signature card to Commerce Bank. The motion was seconded by Marcus Ramos. Motion carried with all in favor.
- h. **Approve GCRC Commission Meeting Calendar.** – In the Board packet is the 2016 Meeting Calendar. Motion by Myca Bunch to have the meetings on the fourth (4<sup>th</sup>) Monday of the month, the motion was seconded by Anna Urrutia. Motion carried with all in favor.

## VII. Old Business

- 1. **Name (2) for GCRC Board replacements GCRC Board At Large appointment** – Mrs. Verna Weber has requested to remove her name from the nomination for the GCRC Board At Large Appointment. Remaining applicants are Jacob Oligner and Jonathan Galia. Board Member Jamie Warren asked if there was anyone in the audience that would like to be on the GCRC Board. Marilyn Porter said that she would. Motion made by Jamie Warren to approve the nomination of Marilyn Porter as the GCRC Board At Large appointment. The motion was seconded by Myca Bunch. Motion carried with all in favor.
- 2. **Chair and Vice-Chair Nominations.** – Motion by Jamie Warren to nominate Myca Bunch as Chairperson. The nomination was seconded by Marcus Ramos. Motion carried with all in favor.  
Motion by Myca Bunch to nominate Jamie Warren as Vice-Chair. The nomination was seconded by Alyssa Benavidez. Motion carried with all in favor.
- 3. **Aquatics Director Monica Colborn requests approval of Aquatics proposals.** – Aquatics Director Monica Colborn presented the three (3) proposals that were not approved at the January meeting.
  - 1. Increase BP admission to \$3/person-It was the general consensus of the GCRC Board that the admission fee should remain at \$2.00. No motion was made.
  - 2. Change the opening weather conditions to 75 and sunny-Motion by Jamie Warren to approve the policy change to opening weather conditions to 75 and sunny.

Board Member Myca Bunch asked if 75 degrees only would work. Monica was ok with that. The motion died due to a lack of a second.

Motion by Myca Bunch to approve policy change to opening weather conditions to 75 degrees. The motion was seconded by Marcus Ramos. Motion carried with all in favor.

3. Require staff to purchase uniforms – It was the general consensus of the GCRC Board that GCRC should continue to purchase uniforms. No motion was made.

**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.**

Motion by Marcus Ramos to go into executive session for ten (10) minutes. The motion was seconded by Jamie Warren. Motion carried with all in favor.

Went into executive session at 6:32pm.

Motion by Jamie Warren to come out of executive session at 6:42pm. The motion was seconded by Myca Bunch. Motion carried with all in favor.

Out of executive session at 6:42pm.

No Action Taken.

**IX. Garden City Recreation Commission Questions and Comments**

Mr. Ken Green asked what the fitness equipment sold for.

Wellness Director Meghan McFee replied \$26,875.00 from Purple Wave.

Mr. Green asked what the membership fee at Core is.

Wellness Director Meghan McFee replied: \$22 for corporate membership, \$30 for ACH Monthly fees, \$25 for ACH Monthly fee, \$35 for Month Membership fee, \$30 for Student/Senior Month Membership, Annual Pass's \$300 for Regular, \$240 for Student/Senior, and \$5 daily fee. There is no joining fee.

Board Members Myca Bunch, Jamie Warren, Alyssa Benavidez and Marcus Ramos thanked Anna Urrutia for being on the GCRC Board.

**X. Adjournment**

Motion by Jamie Warren to adjourn meeting. The motion was seconded by Marcus Ramos. Motion carried with all in favor. The meeting adjourned at 6:48pm

Terri Hahn  
Secretary

Approved 03/28/2016

**Garden City Recreation Commission  
Minutes  
Monday, March 28, 2016  
310 N 6<sup>th</sup> St.**

**I. Call Meeting to Order**

Chairperson Myca Bunch called the meeting to order at 5:16pm. GCRC Board Members present were Marilyn Porter and Jamie Warren. Alyssa Benavidez arrived at 5:31pm. GCRC Staff present were Interim Superintendent Kathleen Whitley, Aquatics Director Monica Colborn, Maintenance Superintendent Chuck Reinert, Maintenance Staff Charles Morgan and Marcia Baird and guest James Hahn.

**II. Approval of Agenda**

Interim Superintendent Kathleen Whitley asked to add under VII. New Business, f. Termination S&O, LLC Agreement, g. Approval of Insurance and h. Discussion of Telephone System. Motion by Jamie Warren to approve the amended agenda, seconded by Marilyn Porter. 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 February 29, 2016**
- **Staff Reports for March 2016**
- **Participation Reports**

Finance Director Terri Hahn presented participation reports with 2015 comparison. Terri asked the Board they if this is want they wanted. Board Member Myca Bunch replied that this would work. Motion by Marilyn Porter to approve the consent agenda, seconded by Jamie Warren. Motion carried with all in favor.

**IV. Financial Reports for February 2016**

Interim Superintendent Kathleen Whitley went over the financials for February 2016. She went over the Cash Flow Summary, Profit and Loss by Classes and Departments and Account Payables for February. Revenue is up for February because of sales of wellness equipment. Expenditures are lower then a year ago because of startup cost from Core Wellness Center in 2015. Motion by Jamie Warren to approve the February 2016 Financials, the motion was seconded by Marilyn Porter. Motion carried with all in favor.

**V. Superintendent Report**

- **Citizen Academy March 24<sup>th</sup>**-Interim Superintendent Kathleen Whitley explained that Wellness Director Meghan McFee presented to the Citizen Academy with a power point presentation. It went very well.

Wellness Director Meghan McFee has also written a grant for the City of Garden City for trails with Sunflower Trail Grant. We did receive this grant but it will go to the City of Garden City.

Crews are also working on the Pool on sealant. Additional sealant needs to be done and the City of Garden City is in agreement with this.

Board Member Myca Bunch asked if we have been receiving calls on the Arts Department and Finance Director Terri Hahn replied no, that we have not.

**VI. Old Business**

**VII. New Business**

- a. **Maintenance Director Chuck Reinert approval for mower.** – Maintenance Director Chuck Reinert presented bids for a new 72” and 60” side discharge mower for the Maintenance Department. Bids were received from Kansas Golf and Turf, American Implement and GC Farm Equipment.

				<b>Mower &amp; stripper Kit</b>
Kansas Golf and Turf	60”	Gravley		\$9,299.20
American Implement	60”	John Deere		\$9,939.77
GC Farm Equipment	60”	Hustler		\$11,869.00
Kansas Golf and Turf	72”	Gravley		\$9,619.20
American Implement	72”	John Deere		\$10,249.40
GC Farm Equipment	72”	Hustler		\$12,298.00

Maintenance Director Chuck Reinert is recommending the 72” Gravley from Kansas Golf and Turf for \$9,619.20, with three (3) week delivery. Later on Chuck would like to trade in the other two (2) mowers and get possibly three (3) 72” mowers with the trade in.

Motion by Jamie Warren to approve the purchase of one 72” Gravley Mower from Kansas Golf and Turf for \$9,619.20. The motion was seconded by Marilyn Porter. Motion carried with all in favor.

- b. **Approval for Attorney Richard Marquez fees** – Interim Superintendent Kathleen Whitley received from Attorney Richard Marquez a contract with his fees. Kathleen is asking to formalize the agreement. Motion by Marilyn Porter to approve Attorney Richard Marques fees for services for the Garden City Recreation Commission. The motion was seconded by Alyssa Benavidez. Motion carried with all in favor.
- c. **Discussion and approval for Seasonal/Part-time Employee’s pay for 2016.** - Interim Superintendent Kathleen Whitley explained that every year the seasonal/part-time employees that return are given a \$.25 increase. Kathleen recommended with the

financial issues going on that this year the seasonal/part-time employees stay at the same rate. If they moved up a level they would get an increase. Motion by Jamie Warren to approve keeping the seasonal/part-time employees at the same for 2016, the motion was seconded by Alyssa Benavidez. Motion carried with all in favor.

- d. **Finance Director Terri Hahn is asking for approval to destroy financial files for 2008 and 2013.** – Finance Director Terri Hahn presented in the GCRC Board Packets a list of financial records that can be destroyed for 2016. Board Member Jamie Warren asked who we go with and Terri explained that she goes with Office Solutions for \$.45 per lb. and they pick up. Board Member Jamie Warren asked to call Mosaic and another one that comes in from out of town and find out their prices. Motion by Jamie Warren to approve destroying financial records from 2008 and 2013 with the company with the lowest cost, the motion was seconded by Marilyn Porter. Motion carried with all in favor.
- e. **2016 Budget Discussion** – Interim Superintendent Kathleen Whitley went over the 2016 Revised Budget with the Board for a positive \$44,000.00. Motion by Jamie Warren to approve the 2016 Revised Budget, seconded by Alyssa Benavidez. Motion carried with all in favor.
- f. **Termination S&O, LLC Agreement** – Interim Superintendent Kathleen Whitley presented a Termination of Management Agreement with S& O, LLC for the Parrot Cove Water Park. Motion by Alyssa Benavidez to approve the termination agreement with S&O, LLC on the management of Parrot Cove Water Park, the motion was seconded by Marilyn Porter. Motion carried with all in favor.
- g. **Approval of Insurance** – Interim Superintendent Kathleen Whitley received bids from Keller Leopold Insurance with NSI and Rutter/Cline Insurance thru Travelers for April 2016-2017. Keller Leopold quote came in at \$31,322.00 with an extra Commercial Liability Umbrella Coverage of \$1,312.00. Rutter/Cline Insurance came in at \$31,323.00. Kathleen explained that with the Umbrella Coverage from Keller Leopold the difference was by a \$1.00 in quotes. Motion by Jamie Warren to approve Keller Leopold Insurance at \$31,322.00 for insurance for the GCRC for April 2016 thru 2017, seconded by Marilyn Porter. Motion carried with all in favor.

Motion by Myca Bunch to recess for five (5) minutes. The motion was seconded by Marilyn Porter. Motion carried with all in favor.

Went into recess at 6:15pm.

Motion by Jamie Warren to come out of recess, the motion was seconded by Alyssa Benavidez. Motion carried with all in favor.

Out of recess at 6:20pm.

- h. **Discussion Telephone System** – Interim Superintendent Kathleen Whitley explained that the City of Garden City is changing their phone system out to a voip phone system. We can either go thru the City of Garden City or go on our own telephone system. Assistance City Manager Jennifer Cunningham has been working with Kathleen on this project. GCRC is on the City of Garden City old phone system. It could cost \$8,500 for equipment with no monthly fees. City of Garden City IT Department would install the telephone system. Board Member Marilyn Porter recommended to Kathleen to ask more specific questions on this system. Kathleen would like to get more information on the phone system so would like to table this until the next meeting.

**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.** – Motion by Chairperson Myca Bunch to go into executive session for thirty (30) minutes for the purpose of discussion of personnel. The motion was seconded by Jamie Warren. Motion carried with all in favor.

Went into executive session at 6:28pm.

Motion by Jamie Warren to come out of executive session, the motion was seconded by Alyssa Benavidez. Motion carried with all in favor.

Out of executive session at 6:46pm.

No Action Taken.

**IX. Garden City Recreation Commission Questions and Comments**

**X. Adjournment.**

Motion by Jamie Warren to adjourn. The motion was seconded by Marilyn Porter. The meeting adjourned at 6:47pm.

Terri Hahn  
Secretary

Approved 04/25/2016

**Garden City Recreation Commission  
Special Minutes  
Wednesday, April 6, 2016  
310 N 6<sup>th</sup> St.**

**I. Call Meeting to Order**

Chairperson Myca Bunch called the meeting to order at 5:15pm. GCRC Board present was Jamie Warren, Alyssa Benavidez, Marilyn Porter and Marcus Ramos. GCRC Staff present was Interim Superintendent Kathleen Whitley, Secretary/Receptionist's Rita Diaz and Angie Wesley, Aquatics Director Monica Colborn, Bookkeeper Debbie Bridgeman, Wellness Director Meghan McFee, Maintenance Director Chuck Reinert, Sports Director Jared Rutti, Recreation Specialist Travis Neidig, Maintenance Department Brian Craig, Charles Morgan and Marcia Baird and Finance Director Terri Hahn. Guest present was City of Garden City City Commissioner Dan Fankhauser, Charles Dillingham, Pat Allen, James Hahn and GC Telegram Scott Aust.

**II. Approval of Agenda**

Interim Superintendent Kathleen Whitley requested to add to the agenda under III. New Business, b., Summer Youth Musical. Motion by Alyssa Benavidez to approve the amended agenda, the motion was seconded by Marcus Ramos. Motion carried with all in favor.

**III. New Business**

- a. **Review the recommendations of the management study from the Novak Consulting Group authorized by the City of Garden City.** - Interim Superintendent Kathleen Whitley briefly went thru the management study from the Novak Consulting Group. The study is on the Garden City Recreation Commission web site and the City of Garden City web site also. The Novak Consulting Group did a community survey from January 29 to February 22, 2016 with 485 responses. The surveys were on Demographics, Services Used by Respondents, Services Used Most Frequently by Respondents, Length of Time Living in Garden City, Program Satisfaction Statements, Facility Satisfaction Statements, and Staff Satisfaction Statements, One Change to Improve Programs or Activities and Perceptions of Recreation. Kathleen went thru the recommendations:
1. Implement a detailed program-based budgeting process.
  2. Create a service agreement with the City of Garden City for financial administration support.
  3. Transition to an annual membership program and eliminate monthly memberships.
  4. Increase CORE Fitness membership fees.
  5. Establish comprehensive cost recovery goals for CORE Fitness.
  6. Brief owners of property leased by GCRC on the status of the GCRC's finances.
  7. Develop a baseline inventory of Maintenance needs and track associated workload data.
  8. Convene meetings with the City of Garden City, Garden City Community College and USD 457 to discuss maintenance obligations at shared fields/facilities.
  9. Focus on programming for highly utilized sports.
  10. Establish utilization goals and track utilization rates across all programs.
  11. Eliminate scheduling overlapping programs.

12. Convert the Aquatics Director position to a part-time Pool Coordinator position.
13. Revise and implement updated policies, particularly cash handling and other financial policies.

Arts – During interviews, community stakeholders indicated their relationship with the GCRC regarding Arts programming and view it as an asset to the community. Community arts programs are a core service of many municipal recreation units across the country, and the GCRC's previous Arts programs extended opportunities to many community members who otherwise would not have known or could not afford to participate. As such, it is appropriate for the Board to reassess the suspension of Art programming in the next budget cycle.

Conclusion – Despite its recent financial difficulties, the City of Garden City is fortunate to have the GCRC as a resource. The GCRC is a unique institution which provides services to the community that is not provided by other organizations.

Kathleen recommended that the GCRC Board review the study and prioritize the recommendations from high, medium, low and bring them back to the next board meeting.

Board Members Jamie Warren and Myca Bunch thanked the City of Garden City Commissioners and City Manager Matt Allen for helping the Garden City Recreation Commission with the shortfall and the management study.

Board Chairperson Myca Bunch said that the recommendations are achievable and a lot of hard work ahead.

Dan Fankhauser City Commissioner representing himself – about CORE Fitness equipment lease is \$90,000 a year and another equipment leases for \$189,000.00 Interim Superintendent Kathleen Whitley explained that there was another lease that The GCRC entered into for Clint Lightner for astro turf and lighting.

Dan Fankhauser - Who pays the property tax and insurance?  
Interim Superintendent Kathleen explained that the lessor pays this.

Dan Fankhauser - CORE Fitness is the biggest drain on the GCRC budget.

Dan Fankhauser-the elephant in the room is working with the YMCA.

Brian Craig – questioned whether a feasibility study was done before CORE Fitness was opened? Who signed off on the lease and whether the board at the time did any investigation about the fact that it would cost \$38,000 a month to operate. Where did you come up with the figures?

Brian Craig- Somewhere on the line somebody didn't look at this very well and wasn't paying attention. Hope the best that this works. Don't understand this.

Dan Fankhauser – Did you see the lease? Chairperson Myca Bunch said that she did not see the lease. She was not on the Board at this time. Board Member Marcus Ramos said that he did not see the lease and that he had missed some meetings at that time.

Board Chairperson Myca Bunch explained that she could not speak for decisions made in the past, but the current board is taking steps to be more accountable and transparent. The Board can implement new policies to avoid such situations in the future and one of them should be to create a strategic plan.

The Board immersed themselves into everyday operations of the Rec and that is why they were late in hiring an Interim Director.

Board Chairperson Myca Bunch – we can't answer Brian Craig's questions.

Interim Superintendent suggested that if there are any more questions please write them out and give to her.

**b. Summer Youth Musical**

Interim Superintendent Kathleen Whitley replied that Misty Baldwin approached her about having a summer youth musical program this summer. Misty will be the director; she is recommended charging fees to help offset cost. Kathleen will bring more information back to the next meeting. Motion by Jamie Warren to move ahead with the summer youth musical program for this summer, the motion was seconded by Marilyn Porter. Motion carried with all in favor.

**IV. Garden City Recreation Commission Questions and Comments**

**V. Adjournment**

Motion by Marilyn Porter to adjourn. The motion was seconded by Marcus Ramos. The meeting adjourned at 6:16pm.

Terri Hahn  
Secretary

Approved 04/25/2016



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Mike Muirhead, Public Utilities Director  
**DATE:** May 3, 2016  
**RE:** January 2016 Public Utilities Advisory Board minutes

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**ISSUE:**

Presentation of the January 2016 approved minutes from the Public Utilities Advisory Board.

**BACKGROUND:**

Attached is the Public Utilities Advisory Board approved minutes for January 2016.

**ALTERNATIVE:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
January 2016 PUAB Minutes	4/29/2016	Backup Material

**MINUTES  
PUBLIC UTILITIES ADVISORY BOARD  
GARDEN CITY, KANSAS**

January 20, 2016

The Public Utilities Advisory Board pre-meeting began at 5:30 p.m. Wednesday, January 20, 2016 with a tour of the Public Works facilities including the Fleet Department, the Household Hazardous Waste, Solid Waste and the Recycling Center, Garden City, Kansas.

**I. CALL MEETING TO ORDER**

C. Smith called the meeting to order at 6:40 p.m.

Present: C. Smith, J. Smith, S. Michel, K. Campbell, M. Galvez, A. Dianda. Also in attendance were City Staff S. Curran, R. Griffin, R. Fisher, T. Livermore, B. Quint, P. Pinchon, R. Stoecklein, C. Howard and N. Benedict. Not present was L. Bryant, J. Christner and S. Dyer.

K. Campbell motioned to accept the December 9, 2015 minutes and M. Galvez seconded the motion. Votes were taken by yeas and nays and recorded as follows:

C.Smith	Dyer	J.Smith	Michel	Bryant	Christner	Campbell	Galvez	Dianda
Yea	Not Present	Yea	Yea	Not Present	Not Present	Yea	Yea	Yea

Motion passed.

**II. OLD BUSINESS.**

None.

**III. NEW BUSINESS.**

S. Curran asked if the Board would like to continue touring City facilities. It was general consensus not to continue the tours at this point and have regularly scheduled meetings at City Hall.

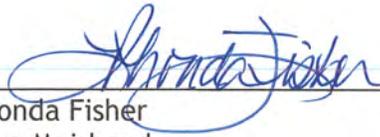
S. Michel suggested each Board member submit any suggestions of subject matter or ideas for future PUAB meetings. K. Campbell motioned to email meeting/discussion ideas to R. Fisher. J. Smith seconded the motion. Votes were taken by yeas and nays and recorded as follows:

C.Smith	Dyer	J.Smith	Michel	Bryant	Christner	Campbell	Galvez	Dianda
Yea	Not Present	Yea	Yea	Not Present	Not Present	Yea	Yea	Yea

Motion passed.

A. Chairman C. Smith opened up discussion if the Board wanted to adhere to meeting on the first Wednesday of every month beginning in February. All agreed that time of the month works best. Chairman C. Smith announced the next scheduled meeting will be February 3, 2016. R. Fisher will send email notifications.





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Rhonda Fisher  
Mike Muirhead  
Sam Curran

Secretary



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Mike Muirhead, Public Utilities Director  
**DATE:** May 3, 2016  
**RE:** February 2016 Public Utilities Advisory Board Minutes

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**ISSUE:**

Presentation of the February 2016 approved minutes from the Public Utilities Advisory Board.

**BACKGROUND:**

Attached is the Public Utilities Advisory Board approved minutes for February 2016.

**ALTERNATIVE:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
February 2016 PUAB Minutes	4/29/2016	Backup Material

**MINUTES  
PUBLIC UTILITIES ADVISORY BOARD  
GARDEN CITY, KANSAS**

February 10, 2016

The Public Utilities Advisory Board meeting was held at 5:30 p.m. Wednesday, February 10, 2016 in the Meeting Room at the City of Garden City Administrative Center located at 301 North 8<sup>th</sup> Street, Garden City, Kansas.

**I. CALL MEETING TO ORDER**

C. Smith called the meeting to order at 5:30 p.m.

Present: C. Smith, J. Smith, S. Michel, K. Campbell, L. Bryant and M. Galvez. Also in attendance were City Staff M. Muirhead, R. Griffin, and R. Fisher. Not present was J. Christner, A. Dianda and S. Dyer.

J. Smith motioned to accept the January 20, 2015 minutes and K. Campbell seconded the motion. Votes were taken by yeas and nays and recorded as follows:

C.Smith	Dyer	J.Smith	Michel	Bryant	Christner	Campbell	Galvez	Dianda
Yea	Not Present	Yea	Yea	Yea	Not Present	Yea	Yea	Not Present

Motion passed.

**II. OLD BUSINESS.**

None.

**III. NEW BUSINESS.**

Rate sheets were handed out for Household Hazardous Waste. Budget Sheets were handed out for both the Public Works and Public Utilities departments.

1.) C. Smith read the suggestions of subject matter that had been submitted by PUAB members for future meetings. Ideas suggested were:

- a. Ideas to promote water conservation.
- b. Ideas to provide some kind of assistance for City residents to obtain energy audits on their personal property.
- c. Open discussion on raising water rates.
- d. Open discussion on how to increase revenue for each one of the utilities.
- e. Increase utilization of sewage treatment plant by adding Westside Sewer District

2.) Staff M. Muirhead also made the following suggestions:

- a. Inviting the City/County G.I.S. (Geographic Information Systems) staff to demonstrate the many mapping and informational features their department provides for the community.
- b. Touring the Wheatland Reverse Osmosis Water Plant.

**IV. BOARD MEMBER COMMENTS.**

**Alicia Dianda:** Absent

**Constance Smith:** Asked if the citizens of Garden City are aware of the services offered by the Recycling Center and she has ideas to utilize volunteers in this area. She also mentioned placing City’s brochures around town as well as the Spring and Fall Cleanup schedules would be a good way to get word out about the City’s services.

**Julie Christner:** Absent

**Steve Michel:** Suggested informing citizens free items are available, from time to time, at the Household Hazardous Waste Facility. He also mentioned he would be interested in touring the RO Plant.

**Kevin Campbell:** Stated that he was really impressed with the tour of the Fleet facility during last month’s tour/meeting. He also suggested for the Service & Finance staff to inform new citizens that deposit fees can be waived if they submit a letter of credit from their previous utility service provider and for this to be posted on the City’s website.

**Jonathan Smith:** Stated it would have saved him money if he would have known about the “letter of credit” when he moved to Garden City. He also liked the structure of today’s meeting. He wanted to know if there is high lead content in the City’s water supply.

**Laureen Bryant:** Asked what the average water bill is verses other towns.

**Mel Galvez:** Suggested to check into the possibility of having City staff place brochure/inserts, along with the month utility billings, to highlight the many services the City has available to the local community. He stated that may be a possible means to help get the word out to the local citizens.

**Steve Dyer:** Absent

K. Campbell motioned for the meeting to be adjourned. S. Michel seconded the motion. Votes were taken by yeas and nays and recorded as follows:

C.Smith	Dyer	J.Smith	Michel	Bryant	Christner	Campbell	Galvez	Dianda
Yea	Not Present	Yea	Yea	Yea	Not Present	Yea	Yea	Not Present

Motion passed.

