



**AGENDA
CITY COMMISSION MEETING
Tuesday, July 5, 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 Wastewater Treatment Facility for a tour of the facilities. 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. June 21, 2016 City Commission minutes.

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

VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

A. Susan Escareno, Executive Director of Finney County United Way, requests a waiver of sign regulations for off-site signage and a waiver of the temporary sign fees for their campaign thermometer sign at 1601 E. Kansas Avenue from August 2016-January 2017.

B. Carole Fry, on behalf of the Finney County Fair, requests the Governing Body to consider and approve a waiver to the restricted height of aircraft over the corporate limits to allow for helicopter rides.

VII. REPORT OF THE CITY MANAGER

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

B. Presentation of the May 2016 activity report from the Garden City Police Department.

C. Presentation of the June 2016 Sales Tax report from Service and Finance.

VIII. MEETINGS OF NOTE

- July 4, 2016 - Annual Fireworks Display at Finney County Exhibition lot at approximately 9:45 p.m. with the Garden City Municipal Band performing at Lee Richardson Zoo from 8:00 p.m. - 9:00 p.m.
- July 9, 2016 - Jungle Run II Car Show at Lee Richardson Zoo from 11:00 a.m. - 2:00 p.m. and registration from 8:00 a.m. - 11:00 a.m.
- July 9, 2016 - Finney County Historical Museum 7th Annual Flea Market Festival of Antiques, Collectibles, Art and Crafts from 8:00 a.m. - 2:00 p.m.
- July 27 - 31, 2016 - Finney County Fair
- July 30, 2016 - Downtown Summer Sidewalk Sales featuring the 2nd Annual Downtown ChowDown, Watermelon Feed and Sidewalk Chalk Art Contest
- August 10 - 14, 2016 - Southwest Kansas Pro-Am
- August 20, 2016 - Downtown Vision's 2016 Art Banner Walk
- August 27, 2016 – Garden City Area Chamber of Commerce 10th Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
- September 5 - 11, 2016 - Garden City Charity Classic / Symetra Tour
- September 17, 2016 - Fall Fest 2016
- November 5, 2016 - Banner Art Auction

IX. CONSIDERATION OF APPROPRIATION ORDINANCE

- A. Appropriation Ordinance No. 2415-2016A.

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

- A. Governing Body consideration and approval of an ordinance and resolution related to the 2016 General Obligation Bond issue and the Fiduciary Engagement Agreement for Municipal Advisory Services with George K. Baum & Company.

1) Ordinance No. _____-2016, an ordinance authorizing the City of Garden City, Kansas to construct or acquire certain street, public building and airport improvements in the city and authorizing issuance of general obligation bonds to pay costs thereof.

2) Resolution No. _____-2016, a resolution of the City of Garden City, Kansas, authorizing public sale of the City's General Obligation Bonds, Series 2016, in an estimated principal amount of \$2,000,000; setting forth the details of the public sale; and providing for giving notice of the sale.

3) Fiduciary Engagement Agreement for Municipal Advisory Services with George K. Baum & Company.

- B. The Governing Body is asked to consider and approve an amendment to City Code of Ordinance 90-177.

Ordinance No. _____ - 2016, an ordinance establishing Water Rates inside and outside the corporate limits of the City of Garden City, Kansas; amending Code Section 90-177; repealing current Code Section 90-177; all to the Code of Ordinances of the City of Garden City, Kansas.

XI. OLD BUSINESS

XII. NEW BUSINESS

- A. Executive Director of Garden City Downtown Vision, Myca Bunch will be present to review the Downtown Vision quarterly report with the Governing Body.
- B. The Governing Body is asked to consider funding HVAC upgrades for the Garden City Public Housing Authority property located at 610 Pershing Avenue.
- C. The Governing Body is asked to consider and approve amendments to the Law Enforcement Center (LEC) Occupancy Contract.
- D. The Governing Body is asked to consider and appoint a board member to fill an unexpired term left by Jeanne Winter on the Local Housing Authority.
- E. The Governing Body is asked to consider and approve two re-appointments to the Zoo Advisory Board.
- F. The Governing Body is asked to consider and approve a draft of the 2017 Budget from which a Notice of Public Hearing can be published, and authorize the publishing of the Notice of Public Hearing.
- G. ***Consent Agenda for approval consideration:***

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

- 1. Consideration of clarification of the JumpStart Program.
- 2. Governing Body consideration and approval of a contract for construction engineering services for the US-83 widening and access road project, for the Meadowlark Dairy Nutrition plant, with Wilson & Company, Inc.
- 3. The Governing Body is asked to consider and accept the low bid from Burtis Motor Company in the amount of \$34,386.64 for a new 2016 F-150 Super Crew Cab 4x4 pickup truck for the Electrical Division.
- 4. The Governing Body is asked to consider and approve applications for 2016 Vegetation Mowing for Code Violations.
- 5. Quit Claim Deed from Heirs of Mr. & Mrs. Norman Thompson (Harold E. Thompson and Joyce Lee Leonard) transferring Space 2, Lot 359, Zone B, of Valley View Cemetery to Wilbur Batchelder.
- 6. Reserved Burial Spaces:
 - Permission for Erendira White to reserve Space 1, Lot 29, Zone J at Valley View Cemetery for the consideration of \$50 for the period of one year.
 - Permission for Bobby Franco to reserve Space 2, Lot 15, Zone J in Valley View Cemetery for the consideration of \$50 for the period of one year.
 - Permission for Annette Lucero to reserve Space 5, Lot 15, Zone J

in Valley View Cemetery for the consideration of \$50 for the period of one year.

- Permission for Juan C. Franco and/or Abigail San Juan Franco to reserve Space 7, Lot 61, Zone J in Valley View Cemetery for the consideration of \$50 for the period of one year.
- Permission for Maria S. Lira to reserve Spaces 3 & 4, Lot 59, Zone J in Valley View Cemetery for the consideration of \$100 for the period of one year.
- Permission for Martha Saldana to reserve Space 5, Lot 51, Zone J in Valley View Cemetery for the consideration of \$50 for the period of one year.
- Permission for Larry Bustamante to reserve Space 2, Lot 26, Zone J in Valley View Cemetery for the consideration of \$50 for the period of one year.
- Permission for Victor Banderra to reserve Space 2, Lot 25, Zone J in Valley View Cemetery for the consideration of \$50 for the period of one year.

7. The Governing Body is asked to consider and approve licenses for July 5, 2016.

XIII. CITY COMMISSION REPORTS

A. Commissioner Dale

B. Commissioner Doll

C. Mayor Law

D. Commissioner Fankhauser

E. Commissioner Cessna

XIV. OTHER ENTITIES

A. Presentation of the June 21, 2016 meeting minutes for the Police/Citizens Advisory Board meeting held on June 21, 2016.

XV. ADJOURN

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
June 21, 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, June 21, 2016 with all members present. Commissioner Cessna opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

Commissioner Cessna moved to approve a request from the Finney County Historical Society for a waiver of the sign ordinance and fee for three signs to be placed at Third Street & Kansas Avenue, the Main Street zoo entrance and the north zoo fence west of the museum from July 3–10, 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 to allow the Mayor to declare Garden City as a Community Supporting Breastfeeding Community as requested by St. Catherine Hospital. 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

Congratulations to the Electric Department on the occasion of receiving the American Public Power Association's 2015 Safety Award.

Assistant to the City Manager Cottrell presented an update on the Southwest Chief Route Improvement TIGER grant project.

Fire Chief Shelton presented an update regarding the recent Public Protection Classification (PPC) summary report prepared by Insurance Services Office, Inc. (ISO).

Staff provided items of information for Governing Body review including the following: from Director of Aviation Powell, the monthly activity report, from Neighborhood Development Services Director Kentner the building and code compliance report, from Finance Director Hitz the monthly financial report, from Fire Chief Shelton the monthly activity report, and from Zoo Director Newland the monthly activity report.

Meetings of note:

- June 23, 2016 - Sparq Natural Gas - Dual Fuel CNG Dump Truck Demo & Presentation at U Pump It at 156 N. Campus Drive at 8:00 a.m.
- July 4, 2016 - Annual Fireworks Display at Finney County Exhibition lot at approximately 9:45 p.m. with the Garden City Municipal Band performing at Lee Richardson Zoo from 7:00 p.m. - 10:00 p.m.
- July 9, 2016 - Jungle Run II Car Show at Lee Richardson Zoo from 11:00 a.m.- 2:00 p.m. with registration from 8:00 a.m. - 11:00 a.m.
- July 9, 2016 - Finney County Historical Museum 7th Annual Flea Market Festival of Antiques, Collectibles, Art and Crafts from 8:00 a.m. - 2:00 p.m.
- July 27 - 31, 2016 - Finney County Fair
- July 30, 2016 - Downtown Summer Sidewalk Sales featuring the 2nd Annual Downtown ChowDown, Watermelon Feed, and Sidewalk Chalk Art Contest
- August 10 - 14, 2016 - Southwest Kansas Pro-Am
- August 20, 2016 - Downtown Vision's 2016 Art Banner Walk

3/4	\$ 11.15	\$ 13.94	\$ 16.03	\$ 17.63	\$ 19.39	\$ 20.36	\$ 20.36
1	\$ 12.65	\$ 15.81	\$ 18.18	\$ 20.00	\$ 22.00	\$ 23.10	\$ 23.10
1.5	\$ 15.15	\$ 18.94	\$ 21.78	\$ 23.96	\$ 26.35	\$ 27.67	\$ 27.67
2	\$ 23.90	\$ 29.88	\$ 34.36	\$ 37.97	\$ 41.57	\$ 43.65	\$ 43.65
3	\$ 42.65	\$ 53.31	\$ 61.31	\$ 67.44	\$ 74.18	\$ 77.89	\$ 77.89
4	\$ 61.15	\$ 76.44	\$ 87.90	\$ 96.69	\$103.36	\$111.68	\$111.68
6	\$ 80.15	\$100.19	\$115.22	\$126.74	\$139.41	\$146.38	\$146.38
8	\$130.15	\$162.69	\$187.09	\$205.80	\$226.38	\$237.70	\$237.70
*10	\$148.90	\$186.13	\$214.04	\$235.45	\$258.99	\$271.94	\$271.94

***Water Usage Rates:** Cover operations, maintenance, contract engineering and planned improvements and purchases.

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

Finance Director Hitz reviewed the 2017 Budget – General Fund (#01).

Commissioner Cessna moved to approve the bid from Emery Sapp & Sons, Inc., for taxilane, ARFF and fuel farm access road reconstruction at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-38).

Bidder	AIP Base Bid	Non-AIP Base Bid	AIP Bid Alternative	Total
Emery Sapp & Sons, Inc.	\$702,248.40	\$60,901.25	\$398,588.15	\$1,161,737.80

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 waiver to allow dual occupancy in East Garden Village Manufactured Home Park. 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 and appoint Stacy Regan-Green to serve a three-year term beginning July 2016 – July 2019 on the Zoo Advisory Board. 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 the following:

1. The Governing Body considered and approved Task Order Number 4 between the City of Garden City and HNTB for Construction Observation Services for taxilane, ARFF and fuel farm access road reconstruction at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-38).
2. The Governing Body considered and approved the Application for Federal Assistance for the taxilane, ARFF and fuel farm access road

reconstruction at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-38).

3. The Governing Body considered and approved licenses for June 21, 2016.

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

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

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Cessna stated he attended the American Junior Golf Association luncheon at Buffalo Dunes Golf Course and thought it was a huge turnout for golfers. Commissioner Cessna congratulated Golf Professional Wasinger for being recognized as the AJGA 2015 Golf Professional of the Year. Commissioner Cessna commended St. Catherine Hospital and local businesses for being progressive with the encouragement of breastfeeding. Commissioner Cessna congratulated and thanked Fire Chief Shelton and staff for their work with the Insurance Services Office, Inc. (ISO) and receiving a 2 rating. Commissioner Cessna congratulated the Electric Department on receiving the American Public Power Association's (APPA) 2015 Safety Award.

Commissioner Dale echoed Commissioner Cessna's comments on the Electric Department's national APPA Safety Award and reiterated that the City employees are the No. #1 asset of the City. Commissioner Dale thanked the Police Department for all of their work at the Beef Empire Days Parade and stated he knew it took a lot of officers and time to have a safe and fun parade for the community.

Commissioner Doll congratulated and thanked St. Catherine Hospital on all the great programs that are offered to citizens of Garden City and the surrounding areas. Commissioner Doll congratulated the Electric Department on receiving the APPA 2015 Safety Award. Commissioner Doll commented that she recently took a trip on the train and is excited to see the improvements happening with the rail system and is thankful to have that service here in Garden City for the community. Commissioner Doll congratulated the Fire Department on the new ISO rating and stated that it's wonderful to have our community in such an elite group.

Mayor Law gave kudos to the Electric Department for their APPA 2015 Safety Award and stated it was a great accomplishment. Mayor Law congratulated Golf Professional Wasinger on the 2015 AJGA Golf Professional of the Year Award.

Mayor Law commended St. Catherine Hospital and the businesses in town that are supporting breastfeeding.

Commissioner Fankhauser congratulated the Electric Department on the APPA 2015 Safety Award. Commissioner Fankhauser thanked all the emergency first responders that responded to the hostage situation on May 31 and stated it was well handled. Commissioner Fankhauser inquired about recent delays at Garden City Regional Airport. Director of Aviation Powell stated the majority of the delays are due to weather; however there were a few mechanical delays.

Petitions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: July 5, 2016
RE: 2016 United Way Sign waiver request

ISSUE:

Susan Escareno, Executive Director of Finney County United Way, requests a waiver of sign regulations for off-site signage and a waiver of the temporary sign fees for their campaign thermometer sign at 1601 E. Kansas Avenue from August 2016-January 2017.

BACKGROUND:

Finney County United Way has displayed their Campaign Thermometer on the Commerce Property located at 1515 E. Kansas Avenue for several years. FCUW would like to again have the Campaign Thermometer displayed at this location.

ALTERNATIVES:

1. Approve the request to waive sign regulations for off-site signage and the temporary sign fees.
2. Deny the request.

RECOMMENDATION:

Staff recommends Alternative 1.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
2016 United Way request	6/29/2016	Backup Material

P.O. Box 1268
1511 E. Fulton Terrace
Garden City, KS 67846

www.gardencity.net/unitedway

Phone (620)275-1425
Fax (620)276-3290
E-mail fcuwed@gmail.com

Finney County
United Way



June 2, 2016

Dear City Commissioners,

Finney County United Way would like to request permission to erect our Campaign Thermometer on the Commerce Bank property located at 1515 E. Kansas Avenue in late August or early September. Commerce Bank has granted us permission to place the sign on their property. The thermometer will come down in January 2017. We would also like to request the commission to waive the fee associated with this type of temporary signage. If you have any questions or need further clarification please contact me at any time.

Thank you for your support!

Respectfully Submitted,

A handwritten signature in black ink that reads "Susan Escareno". The signature is written in a cursive, flowing style.

Susan Escareno, Executive Director



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: July 5, 2016
RE: 2016 Finney County Fair - Additional request

ISSUE:

Carole Fry, on behalf of the Finney County Fair, requests the Governing Body to consider and approve a waiver to the restricted height of aircraft over the corporate limits to allow for helicopter rides.

BACKGROUND:

The requests are consistent with what previous City Commissions have approved for this event.

ALTERNATIVES:

1. Approve all requests as presented.
2. Deny all requests.

RECOMMENDATION:

Staff recommends Alternative No. 1.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
SER - Finney County Fair	7/1/2016	Backup Material
Finney County request letter	7/1/2016	Backup Material



Special Event Request

301 N 8th Street
 PO Box 998
 Garden City, KS 67846
 620-276-1278

- Other
- Carnival/Circus*
- Sports Event*
- Haunted House*
- Parade**

*License Required

**Parade Application Required

June 27, 2016

Today's Date

Finney Co. Fair-Helicopter Rides

Name of Event (if applicable)

Friday, 7/29 & Saturday 7/30/2016

Date of Event

East side of the Exhibition Building Parking Lot

Location of Event

Start and End Time of Event

Coincide with the fair

Purpose of the Event

Carole Fry

411 S 9th ST, GC

620-272-7746

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

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

Street Closure and/or Barricades	n/a	Steven's Park Bandshell	n/a	Noise Waiver**	n/a
Extra Trash Receptacles	n/a	Restrooms (Park Shelter Keys)	n/a	Electricity Access	n/a
Additional Request/Remarks	Permission to fly helicopter around city				

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

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

RESOLUTION NO. 2435-2011

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

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

Request on file

June 27, 2016

Signature

Date

For office use only		GC Downtown Vision	n/a
Police		Airport	RP 6/27/2016
Fire		Public Works	n/a
Inspection	n/a	Parks/Grounds	n/a
City Manager/Commission		Application Received by	Raelene Stoecklein 6/27/2016



411 SOUTH 9TH

GARDEN CITY, KS 67846

P.O. BOX 891

June 22, 2016

Garden City Commissioners
City Administrative Center
301 North 8th, P.O. Box 499
Garden City, KS 67846-0499

Dear Commissioners:

DWTA Helicopters brought a unique feature to the 2015 Finney County Fair with their popular helicopter rides.

With your permission, we would like bring the opportunity for others to enjoy the excitement of a helicopter ride to the 2016 Finney County Fair. Helicopter rides would be offered on Friday, July 29, and Saturday, July 30, 2016, at the east side of the Exhibition Building Parking Lot.

Thank you for considering our special request. We look forward to seeing you at the 2016 Finney County Fair!

Sincerely,

Carole Fry, on behalf of
The Finney County Fair Board

Report of the City Manager

Celyn Hurtado

From: Allen, Lisa (CCI-Central Region) <Lisa.Allen@cox.com>
Sent: Friday, June 17, 2016 3:52 PM
Subject: Cox Communications - LFA Notification - Contour Flex

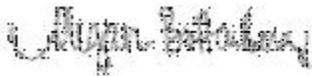
Dear Local Franchising Authority,

I am writing to inform you of changes to the video service offerings on Cox's cable system(s) serving the state of Kansas. On July 18, Cox will launch new video packages. Contour Flex Starter, priced at \$25/month; Contour Flex Economy, priced at \$40/month; Contour Flex Latino, priced at \$35/month; and Contour Flex Economy Latino, priced at \$50/month. Select premium channels can also be added to Contour Flex packages for an additional cost. Customers can access these packages via their Cox HSI connection on mobile devices in the home. Contour video equipment rental also available for TV viewing.

Below is the required customer notification via newspaper ad that is being supplemented with a bill message.

Please feel free to contact me at (785) 215-6727 or megan.bottenberg@cox.com, if you have any questions.

Sincerely,



Megan Bottenberg
Manager of Government Affairs
Cox Communications Central Region

Tombstone Ad – notification of Contour Flex Packages

Cox Communications is required by law to notify its customers of changes to our video service offerings. Effective July 18, Cox will launch new video packages. Contour Flex Starter, priced at \$25/mth; Contour Flex Economy, priced at \$40/mth; Contour Flex Latino, priced at \$35/mth; and Contour Flex Economy Latino, priced at \$50/mth. Select premium channels can also be added to Contour Flex packages for an additional cost. Customers can access these packages via their Cox HSI connection on mobile devices in the home. Contour video equipment rental also available for TV viewing.

Bill Message – notification of Flex Watch and TV Economy Package Changes

Cox Communications is required by law to notify its customers of changes to our video service offerings. Effective July 18, Cox will launch new video packages. Contour Flex Starter, priced at \$25/mth; Contour Flex Economy, priced at \$40/mth; Contour Flex Latino, priced at \$35/mth; and Contour Flex Economy Latino, priced at \$50/mth. Select premium channels can also be added to Contour Flex packages for an additional cost. Customers can access these packages via their Cox HSI connection on mobile devices in the home. Contour video equipment rental also available for TV viewing.

Celyn Hurtado

From: Allen, Lisa (CCI-Central Region) <Lisa.Allen@cox.com> on behalf of Stamp, Curt (CCI-Central Region) <Curt.Stamp@cox.com>
Sent: Thursday, June 30, 2016 2:45 PM
Subject: Cox Communications - LFA Notification - HD Channels Launching

Dear Local Franchising Authority,

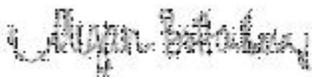
The following channel changes will occur for Cox Communications and Cox Business customers. On or after August 2nd, 2016:

- UP HD channel 2213 will launch as part of Variety Pak lineup.
- TV One HD channel 2212 will launch as part of Variety Pak lineup.
- El Rey HD channel 2216 and 2329 will launch as part of Variety Pak, Latino Pak and El Mix lineup.
- American Heroes HD channel 2105 will launch as part of Bonus Pak lineup.
- HBO Comedy HD channel 2405 will launch as part of HBO lineup.
- OuterMax HD channel 2414 will launch as part of Cinemax lineup.
- CineMáx HD channel 2412 will launch as part of Cinemax lineup.
- Showtime Beyond HD channel 2418 will launch as part of Showtime lineup.
- Starz Cinema HD channel 2453 will launch as part of Starz lineup.
- Pac-12 HD channel 2118 will migrate from Contour to Full HD.
- ESPN Goal Line/Buzzer Beater HD channel 2115 will migrate from Contour to Full HD.
- Olympics Basketball HD Channel 888 and 2111 will launch as part of Digital Essential lineup.
- Olympics Soccer HD channel 889 and 2112 will launch as part of Digital Essential lineup.

An HD Digital Receiver or Cable CARD is required to view HD Channels. Consumer-owned devices equipped with a CableCARD may require an advanced TV set top receiver or Tuning Adapter in order to receive all programming options offered by Cox Advanced TV.

We are truly grateful for the opportunity to serve your community. If you have any questions regarding these changes, please contact me at (785) 215-6727 or megan.bottenberg@cox.com.

Sincerely,



Megan Bottenberg
Manager of Government Affairs
Cox Communications Central Region

Staff Reports



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D Utz, Chief of Police
DATE: July 5, 2016
RE: May 2016 Police Department Monthly Report

ISSUE:

Presentation of the May 2016 activity report from the Garden City Police Department.

BACKGROUND:

Attached is the Garden City Police Department Staff report for May 2016

ALTERNATIVES:

None

RECOMMENDATION:

None

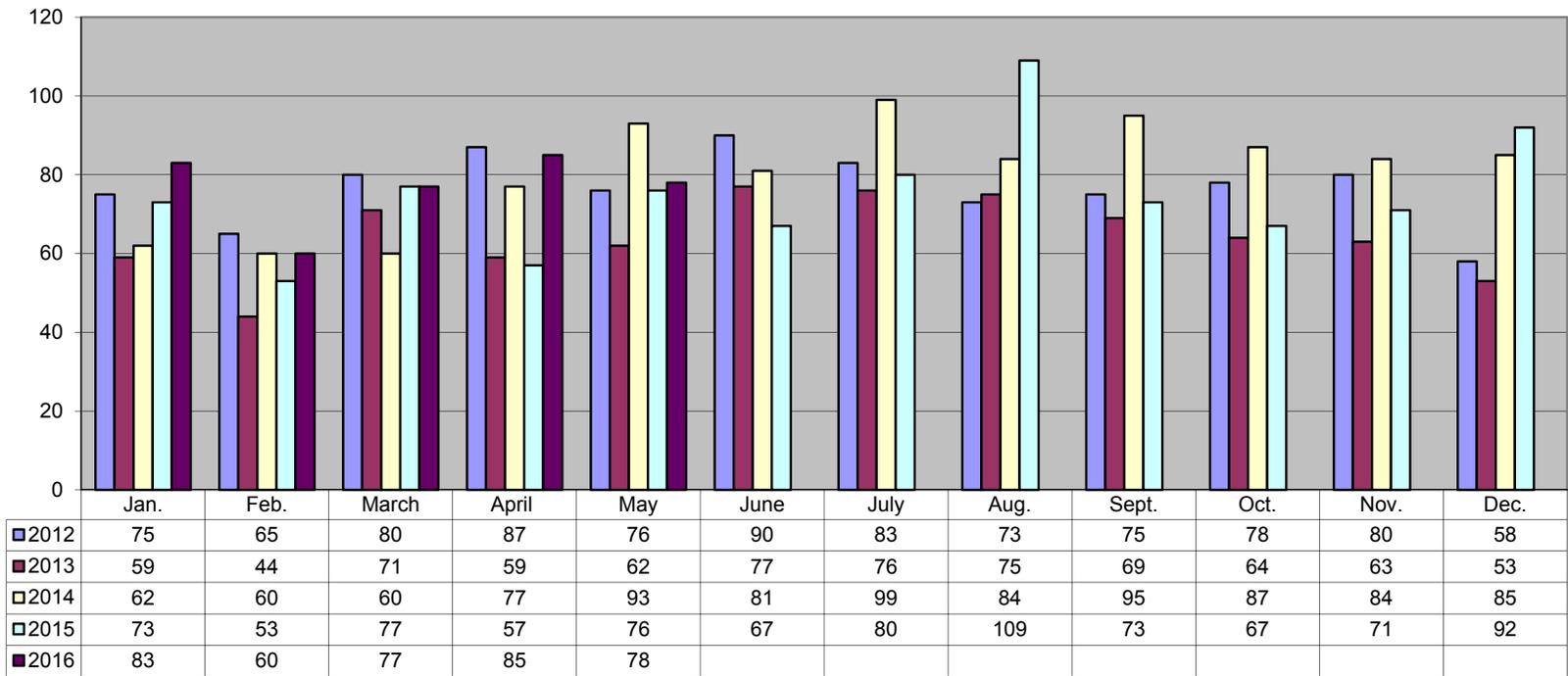
FISCAL NOTE:

None

ATTACHMENTS:

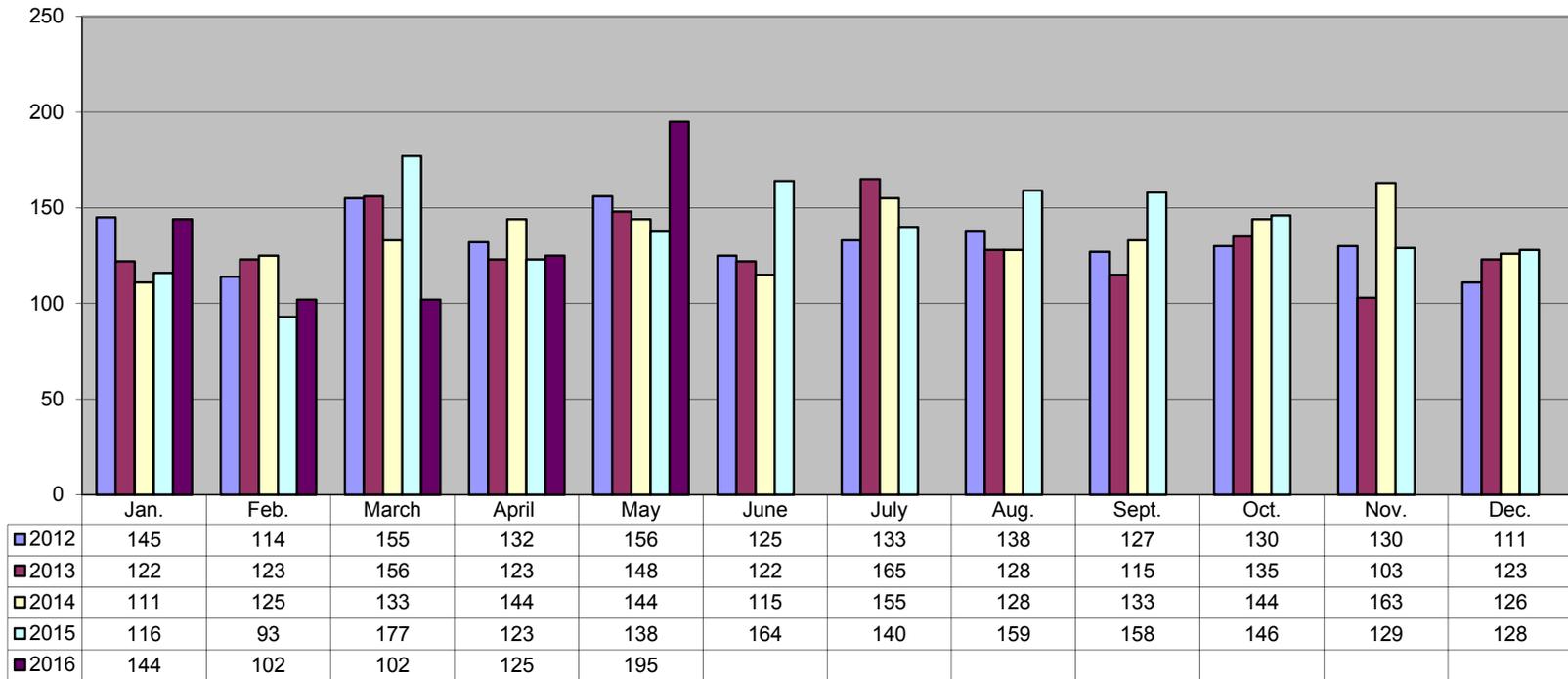
Description	Upload Date	Type
Crime Chart May 2016	6/24/2016	Backup Material
May 2016 Master Activity report	7/1/2016	Backup Material

Part I Crimes



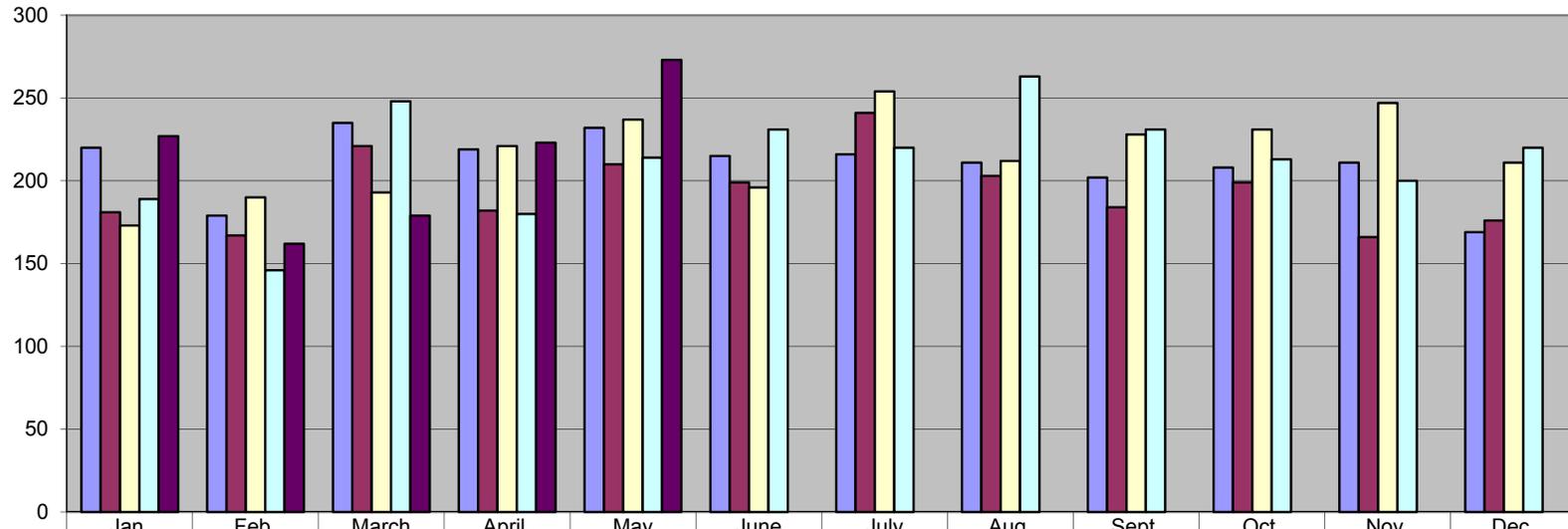
Part I Crimes - Murder, Manslaughter, Rape, Robbery, Agg. Assault, Burglary, Theft, Auto Theft, Arson

All Other Crimes



All Other Crimes may include: Interference with Police Officer, Criminal Threats, Disorderly Conduct, Criminal Trespass, Narcotic Violations, Liquor Violations, Indecent Liberties with Child, Kidnapp Graffiti, Forgery, Weapons Violation, Criminal Damage to Property

Grand Total All Crimes



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
■ 2012	220	179	235	219	232	215	216	211	202	208	211	169
■ 2013	181	167	221	182	210	199	241	203	184	199	166	176
■ 2014	173	190	193	221	237	196	254	212	228	231	247	211
■ 2015	189	146	248	180	214	231	220	263	231	213	200	220
■ 2016	227	162	179	223	273							

	6-Jan	6-Feb	6-Mar	6-Apr	6-May
Part I Crimes	128	134	146	151	184
All Others	249	187	287	254	279
Grand Total	377	321	433	405	463

	7-Jan	7-Feb	7-Mar	7-Apr	7-May
Part I Crimes	96	107	111	129	145
All Others	134	179	259	221	267
Grand Total	230	286	370	350	412

	8-Jan	8-Feb
Part I Crimes	101	106
All Others	168	152
Grand Total	269	258

	6-Jan	6-Feb	6-Mar	6-Apr	6-May
Grand Total	377	321	433	405	463
	7-Jan	7-Feb	7-Mar	7-Apr	7-May
Grand Total	230	286	370	350	412
	8-Jan	8-Feb			
Grand Total	269	258			

Grand Total of Crimes

	2012	2013	2014	2015	2016
Jan.	220	181	173	189	227
Feb.	179	167	190	146	162
March	235	221	193	248	179
April	219	182	221	180	223
May	232	210	237	214	273
June	215	199	196	231	
July	216	241	254	220	
Aug.	211	203	212	263	
Sept.	202	184	228	231	
Oct.	208	199	231	213	
Nov.	211	166	247	200	
Dec.	169	176	211	220	

	2012	2013	2014	2015	2016
Jan.	145	122	111	116	144
Feb.	114	123	125	93	102

March	155	156	133	177	102
April	132	123	144	123	125
May	156	148	144	138	195
June	125	122	115	164	
July	133	165	155	140	
Aug.	138	128	128	159	
Sept.	127	115	133	158	
Oct.	130	135	144	146	
Nov.	130	103	163	129	
Dec.	111	123	126	128	

	2012	2013	2014	2015	2016
Jan.	75	59	62	73	83
Feb.	65	44	60	53	60
March	80	71	60	77	77
April	87	59	77	57	85
May	76	62	93	76	78
June	90	77	81	67	
July	83	76	99	80	
Aug.	73	75	84	109	
Sept.	75	69	95	73	
Oct.	78	64	87	67	
Nov.	80	63	84	71	
Dec.	58	53	85	92	

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 May of 2016
INCIDENTS REPORTED**

<i>OFFENSES</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Murder/Manslaughter	0	0	0
Rape	0	1	8
Robbery	0	3	5
Aggravated Assault	12	13	35
Burglary	13	10	37
Theft	52	53	285
Auto Theft	0	1	6
Arson	1	0	3
TOTAL	78	81	379
All Other Crimes	195	145	688
GRAND TOTAL	273	226	1067

CRIMINAL ENFORCEMENT ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Adult Arrests	164	210	829
Juveniles Detained	14	15	110
TOTAL CUSTODY	178	225	939
Alcohol Related	3	18	70
Drug Related	28	35	159
Curfew Violations	5	0	12

INVESTIGATIONS DIVISION ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Total Cases Assigned	58	34	203
Total Active Cases	172	148	865
Adult Affidavits Filed	12	10	43
Juvenile Affidavits Filed	1	0	6
Follow-Up Contacts	580	485	3180
Special Assignments	66	46	295
Search Warrants	17	4	37
Supplemental Reports	105	280	772
Other Reports	181	137	964
Cases Referred For Prosecution	32	29	126

TRAFFIC ACCIDENT INVESTIGATIONS

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Fatal Accidents	0	0	0
Injury Accidents	4	7	32
Non-Injury Accidents	84	48	308
TOTAL ACCIDENTS	88	55	340
Private Property Accidents	12	2	23

**GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
May of 2016**

OFFICERS ASSAULTED

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Firearm	0	0	0
Cutting Instrument	0	0	0
Other Dangerous Weapon	0	0	0
Hands, Fist, Feet, Etc.	6	1	13
Police Service Dog	0	0	0
TOTAL ASSAULTS	6	1	13

PATROL/CRD DIVISIONS SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Offense Reports	447	219	1314
Supplemental Reports	230	254	775
Other Reports	0	62	305
Community Oriented Policing	208	144	957
Speeding Citations	89	52	224
Other Traffic Citations	363	191	1195
Parking Citations	9	16	42
Warning Notices	132	233	1438
Summons/Cited arrests	26	64	189
Felony Cases Cleared	40	41	160
Misdemeanor Cases Cleared	145	121	551
DUI Cases Cleared	4	8	38
Insecure Premises	7	5	34
Field Interviews	20	7	46
Citizen & Business Assists	223	165	838
Alarms	66	91	359
Adult Affidavits Filed	41	42	172
Juvenile Affidavits Filed	14	6	59

COMMUNICATIONS CENTER ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Non-Traffic Activities	2116	1597	10525
Traffic Activities	842	553	3135
TOTAL ACTIVITIES	2958	2150	13660
911 Calls	959	1384	6601
Finney County Sheriff's Office Activities	463	458	2166

**GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
May of 2016**

RESPONSE TIME SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST YEAR</i>	<i>5 YEARS AGO</i>
Average Emergency	5.79	3.36	3.51
Average Non-Emergency	8.68	12.37	11.48
Average Traffic Accident	8.14	12.43	11.9

ANIMAL INCIDENT ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Animals Impounded	188	49	551
Animals Disposed	37	16	142
Citations Issued	0	0	1
Animal Bites	6	4	20
Adoptions	17	3	72

TRAINING HOURS RECEIVED

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Administrative	51.50	0.00	177.75
Patrol/CRD Division	0.00	422.75	1727.25
Support Services Division	12.00	24.00	191.15
Investigation Division	12.00	96.00	215.00
Instructor Hours	1.00	24.00	121.50
SUB-TOTAL TRAINING HRS	76.50	566.75	2432.65
Academy Training Hours	648.00	320.00	1312.00
TOTAL TRAINING HOURS	724.50	886.75	3744.65

ADMINISTRATIVE INVESTIGATIONS

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Allegations Received	1	1	7
Unfounded	0	0	0
Unsubstantiated	0	0	0
Sustained	2	2	4
Exonerated	0	2	4
Violation Not Based On Complaint	0	0	0
Investigation In Progress	0	1	8
Administrative Closure	0	0	1
Commendations	4	3	22



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Service and Finance
DATE: July 5, 2016
RE: Monthly Sales Tax Report for June 2016.

ISSUE:

Presentation of the June 2016 Sales Tax report from Service and Finance.

BACKGROUND:

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

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Monthly Sales Tax Report - June 2016	6/27/2016	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	324,679
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	298,761
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>1,893,798</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	569,117
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	524,973
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>3,284,184</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%	

Meetings of Note

Co-sponsored by the University of Kansas Fire & Rescue Training Institute
the **Garden City Fire Department** and Insurance Services Office are proud to present:

THE ISO GRADING SCHEDULE: A GUIDE TO IMPROVING YOUR COMMUNITY'S FIRE PROTECTION CLASS

Course Description

In 2012 ISO updated their fire protection classification grading schedule. This course will not only introduce individuals to the grading schedule, but will be an in-depth look into the calculations that go along with the grading. The newest sections of the grading schedule, which include Fire Codes, Fire Investigations and Public Education, will also be discussed. The course is taught by Randy Downs, the Midwest Region Manager for ISO. Becca Heatherington, the Field Representative for our local area, will be in attendance. This course will be a great opportunity to improve the score for your community and gain a better understanding of the ISO process. This course is recommended for all Fire Department personnel, Building Code Officials, Communication Center Officials and Water Authority Officials who each play a part in the ISO grading process. Attendees will receive a certificate from the University of Kansas Fire & Rescue Training Institute for completing the 8 hour course.

Date and Time

Tuesday, September 27th, 2016 from 8:00 a.m. to 4:30 p.m.

Course Location

Garden City Administrative Center, 301 N. 8th Street, 2nd floor meeting room, Garden City, Kansas
(across the alley from the Central Fire Station)

Public parking is located just east of the Administrative Center on the corner of Chestnut and Eighth Street

Cost

FREE to attend and the Garden City Fire Department will provide lunch on-site at the meeting
(sub sandwiches, chips, cookies and drink)

Registration Information

There are **40** seats available for the class. To reserve your seat(s) and register, please email
Administrative Assistant Cynthia Beesley of the Garden City Fire Department
at cynthia.beesley@gardencityks.us or call 620-276-1140.



Consideration of Appropriation Ordinance

Ordinances & Resolutions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: July 5, 2016
RE: 2016 Bond Issue

ISSUE:

Governing Body consideration and approval of an ordinance and resolution related to the 2016 General Obligation Bond issue and the Fiduciary Engagement Agreement for Municipal Advisory Services with George K. Baum & Company.

1) Ordinance No. _____-2016, an ordinance authorizing the City of Garden City, Kansas to construct or acquire certain street, public building and airport improvements in the city and authorizing issuance of general obligation bonds to pay costs thereof.

2) Resolution No. _____-2016, a resolution of the City of Garden City, Kansas, authorizing public sale of the City's General Obligation Bonds, Series 2016, in an estimated principal amount of \$2,000,000; setting forth the details of the public sale; and providing for giving notice of the sale.

3) Fiduciary Engagement Agreement for Municipal Advisory Services with George K. Baum & Company.

BACKGROUND:

At your last meeting the Governing Body authorized proceeding with the 2016 G.O. Bond issue, specifically authorizing the 2017 KLINK project, the ladder truck and the City's share of AIP Projects 35 & 38. The first steps in the process are consideration and approval of the attached ordinance authorizing the projects, and the attached resolution authorizing the bond sale, at 11:00 am on August 16th. Bond Counsel Mary Carson has prepared the Ordinance and Resolution.

The Ordinance authorizes issuing \$2,000,000 in bonds for the projects under two statutory acts, Trafficway and Public Building, and a home rule Charter Ordinance.

The Trafficway Act authorizes the 2017 KLINK project is the reconstruction of Kansas Avenue from 350 feet west of Crestway Drive to 550 feet east of Crestway Drive at a total estimated cost of \$751,000 with a City share \$491,000, plus issuance costs.

The Public Building Act authorizes the acquisition of a new ladder truck, for the Central Fire Station at an estimated cost of \$1,200,000 plus issuance costs.

Charter Ordinance No. 13 of the City authorizes general obligation bonds in an aggregate amount not to exceed \$350,000 in any one year for the purpose of providing for public transportation and

other improvements. This authorization covers AIP Projects 35 and 38, at a total estimated cost of \$2,514,830, with a City share of \$265,500 plus issuance costs.

Financial Advisor Chuck Bouly requests Governing Body consideration and approval of the Fiduciary Engagement Agreement for Municipal Advisory Services. Mr. Bouly presents the accompanying G-42 Disclosure Statement for your information.

ALTERNATIVES:

- 1) Adopt the Ordinance and Resolution and approve the Fiduciary Engagement Agreement for Municipal Advisory Services.
- 2) Defer action to a later date.

RECOMMENDATION:

Staff recommends that the Governing Body adopt the Ordinance and Resolution and approve the Fiduciary Engagement Agreement for Municipal Advisory Services.

FISCAL NOTE:

This bond issue is for a ten year term, with the first payment due in 2017. The debt service has been included in the proposed 2017 budget.

ATTACHMENTS:

Description	Upload Date	Type
Project Authority Ordinance	6/27/2016	Ordinance
Public Sale Resolution	6/27/2016	Resolution
Fiduciary Engagement Agreement	6/27/2016	Backup Material
G-42 Disclosure Statement	6/27/2016	Backup Material

(Published in the *Garden City Telegram* on July __, 2016)

ORDINANCE NO. ____-2016

AN ORDINANCE AUTHORIZING THE CITY OF GARDEN CITY, KANSAS TO CONSTRUCT OR ACQUIRE CERTAIN STREET, PUBLIC BUILDING AND AIRPORT IMPROVEMENTS IN THE CITY AND AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY COSTS THEREOF.

WHEREAS, K.S.A. 12-685 to 12-690, inclusive (the “Trafficway Act”) authorizes the City of Garden City, Kansas (the “City”) to construct improvements to designated city streets and to issue general obligation bonds of the City to pay costs of the improvements; and

WHEREAS, pursuant to Ordinance No. 2250 of the City passed on October 28, 2003 (Section 86-11 of the City Code), the City has designated Kansas Avenue within the City limits a main trafficway, as provided in the Trafficway Act; and

WHEREAS, the governing body of the City has determined it necessary authorize the reconstruction of Kansas Avenue from 350 feet west of Crestway Drive to 550 feet east of Crestway Drive (KDOT Project #156-28 U-0296-01), at a total estimated cost of \$751,000, with \$491,000 of such costs (plus the costs of issuing notes or bonds), to be paid by the City at large, and the balance to be paid by the Kansas Department of Transportation (the “Street Project”); and

WHEREAS, K.S.A. 12-1736 *et seq.*, as amended (the “Public Building Act”) authorizes the governing body of the City to acquire and construct, make repairs, reconstruct, remodel, replace, make additions to, furnish or equip any public building and to issue general obligation bonds of the City for such purposes; and

WHEREAS, the governing body of the City has determined it is necessary to authorize equipping the City’s Central Fire Station at 212 N. 9th St., through acquisition of a new ladder truck, and all thing necessary and related thereto, all at an estimated cost of \$1,200,000 (plus the costs of issuing notes or bonds) (the “Public Building Project”); and

WHEREAS, pursuant to Article 12, § 5 of the Constitution of the state of Kansas and Charter Ordinance No. 13 of the City (“Charter Ordinance No. 13”), the City is authorized to issue its general obligation bonds in an aggregate amount not exceeding \$350,000 in any one year for the purpose of providing for public transportation and other improvements; and

WHEREAS, the City has determined that it is necessary to make improvements to the Garden City Regional Airport, designated AIP Projects 3-20-00-24-35 and 3-20-00-24-38, at a total estimated cost of \$2,514,830, with \$265,500 of such costs (plus costs of issuing notes or

bonds) to be paid by the City at large, and the balance to be paid by the Federal Aviation Administration (the "Airport Project"); and

WHEREAS, the governing body of the City finds it necessary to authorize the Street Project, the Public Building Project and the Airport Project and provide funds to pay the costs thereof through the issuance of general obligation bonds of the City in an amount not to exceed \$1,956,500, plus necessary costs of issuing notes or bonds

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

Section 1. Pursuant to the authority of the Trafficway Act, the Public Building Act and Charter Ordinance No. 13 (together, the "Act"), the City authorizes the construction and acquisition of the Street Project, the Public Building Project and the Airport Project (collectively, the "2016 Projects").

Section 2. General obligation bonds of the City, in an amount not to exceed \$1,956,500 (plus necessary costs of issuing notes or bonds), are authorized to be issued under the Act to pay the costs of the 2016 Projects and all things necessary and related to the 2016 Projects. Costs of issuing notes or bonds for the 2016 Projects are estimated to be \$43,500. Temporary Notes of the City may be issued to pay for a portion of the costs of the 2016 Projects until the general obligation bonds authorized by this Ordinance may be issued. This Ordinance shall constitute a declaration of official intent pursuant to U.S. Treasury Regulation, §1.150-2.

Section 3. This Ordinance shall be in full force and effect from and after its adoption by the governing body of the City and publication one time in the official City newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by vote of the governing body of the City of Garden City, Kansas, on July 5, 2016.

CITY OF GARDEN CITY, KANSAS

[Seal]

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

RESOLUTION NO. ____-2016

A RESOLUTION OF THE CITY OF GARDEN CITY, KANSAS, AUTHORIZING PUBLIC SALE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2016, IN AN ESTIMATED PRINCIPAL AMOUNT OF \$2,000,000; SETTING FORTH THE DETAILS OF THE PUBLIC SALE; AND PROVIDING FOR GIVING NOTICE OF THE SALE.

WHEREAS, the governing body of the City of Garden City, Kansas (the "City") has authorized certain improvements in the City and has authorized the issuance of general obligation bonds to pay the costs of all or a part of the costs of the improvements; and

WHEREAS, it is necessary to authorize and provide for the public sale of general obligation bonds of the City.

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

SECTION 1. Authorization of Public Sale. The City's General Obligation Improvement Bonds, Series 2016, in the estimated principal amount of \$2,000,000 (the "Bonds"), are authorized to be offered at a competitive public sale on Tuesday, August 16, 2016, at 11:00 A.M. Central Time, or on another date approved by the Mayor that is also the date of a city commission meeting. The City Clerk is authorized and directed to receive bids for the Bonds on behalf of the City and to deliver the bids received to the governing body at its meeting to be held at 1:00 P.M. on the sale date, where the governing body will consider and take action on the bids received.

SECTION 2. Authorization of Summary Notice of Bond Sale and Publication. Triplett, Woolf & Garretson, LLC, Wichita, Kansas, the City's Bond Counsel ("Bond Counsel") is authorized to prepare a Summary Notice of Bond Sale on behalf of the City and Bond Counsel and the City Clerk are authorized to arrange for publication of the Summary Notice of Bond Sale as required by law, at least six (6) days before the date of the public sale, in a newspaper of general circulation in Finney County, Kansas and in *The Kansas Register*, the official newspaper of the State of Kansas.

SECTION 3. Authorization of Official Notice of Bond Sale, Official Bid Form and Preliminary Official Statement. Bond Counsel is authorized and directed to prepare an Official Notice of Bond Sale and Official Bid Form for the sale of the Bonds in cooperation with the City Clerk and George K. Baum & Company, Wichita, Kansas, the City's Financial Advisor ("Financial Advisor"). The Financial Advisor is authorized and directed to prepare the Preliminary Official Statement for the Bonds, in cooperation with the City and Bond Counsel, and the Mayor and the City Clerk are authorized to execute the Preliminary Official Statement.

The Preliminary Official Statement, Official Notice of Bond Sale and Bid Form are authorized to be distributed (in their entirety) to prospective purchasers of the Bonds before the sale date.

SECTION 4. SEC Rule Compliance. To permit the purchaser of the Bonds to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “SEC Rule”) the Mayor, City Clerk or the City Manager are authorized, if requested to do so, to certify to the purchaser of the Bonds that the City deems the information in the Preliminary Official Statement “final” as of its date except for the omission of information as permitted by the SEC Rule and to take such other actions as such City officers find necessary to permit the purchaser of the Bonds to comply with the SEC Rule. The City further agrees that, on or before the date the Bonds are delivered, it will enter into a written undertaking to provide continuing disclosure about the City while the Bonds remain outstanding, if required by the applicable sections of the SEC Rule.

SECTION 5. Authorization of Additional Actions as Required. The Mayor, the City Clerk, Bond Counsel and the Financial Advisor are authorized and directed to take all such other actions as are necessary to complete the public sale of the Bonds.

SECTION 6. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas, on July 5, 2016.

CITY OF GARDEN CITY, KANSAS

[Seal]

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk



**FIDUCIARY ENGAGEMENT AGREEMENT
FOR
MUNICIPAL ADVISORY SERVICES**

This Fiduciary Engagement Agreement for Municipal Advisory Services (“Agreement”) is made this 5th day of July, 2016, by and between **THE CITY OF GARDEN CITY, KANSAS** (“Issuer”), and George K. Baum & Company, located at Wichita, Kansas (“GKB”).

PURPOSE: The Issuer has identified a specific capital project for the purpose of major trafficway, public building and airport improvements (the “Project”) which may result in the issuance of bonds, notes, refunding bonds and the use of other financial instruments (the “Transaction”). The Issuer deems it in its best interest to engage and retain GKB, an independent registered municipal advisor firm, to provide certain municipal advisory services to the Issuer for or related to the Transaction, including but not limited to the preparation of supporting data, bond market information, and assistance in obtaining bond ratings.

CONSIDERATION: Consideration for this Agreement includes the services, compensation, and mutual exchange of promises of the parties specified herein.

SPECIFIC PROVISIONS: The provisions of the above “Purpose” section are material and binding terms of this Agreement.

1. **GKB’s Obligations, Scope of Services and Limitations on Scope of Services.** GKB shall provide the Issuer with the following municipal advisory services for or related to the Transaction, including the analysis of the cost and benefits relative to financing the Project (collectively, the “Scope of Services”), subject to the limitations set forth herein:
 - A. Will work with the Issuer, and others as directed by the Issuer, concerning the legal and financial issues associated with the Transaction.
 - B. Will attend all meetings and be available to the Issuer, and its other agents, for consultation and conference at times and places mutually agreed upon.
 - C. Will assist the Issuer in the preparation, coordination and distribution of printed matter for or related to the Transaction, including circulars, press releases, special mailings, etc., in order to acquaint the Issuer’s population with the benefits and financial considerations of the Transaction.
 - D. Will assist in the preparation of a credit presentation for bond rating agencies and bond insurance companies, if any.
 - E. Will assist in the collection of information and the preparation of the documents necessary to accomplish the Transaction including any related contracts, agreements or other documents related to offering securities either for purchase or sale, all of which shall be appropriately executed and satisfactory to the Issuer.
 - F. Will assist in the gathering of financial, statistical or factual information relating to (i) the Issuer, and (ii) GKB and its role as Issuer’s municipal advisor, to be included in the Issuer’s preliminary

or final official statement or other documents for the Transaction.

- G. If the Transaction involves the issuance of municipal securities to be sold on a competitive bid basis and Issuer has not engaged disclosure counsel to prepare the preliminary and final official statement, GKB will assist the Issuer with its preparation of the preliminary and final official statement and the bid package, obtain CUSIP numbers [and] [or] provide an electronic version of the official statement to the winning underwriter.
- H For a competitive bid sale, GKB will assist Issuer in collecting and analyzing bids submitted by underwriters and in connection with Issuer's selection of a winning bidder.
- I. Will arrange for closing and delivery of any bonds.
- J. Will provide such other usual and customary financial advisory services for or related to the Transaction as may be requested by Issuer.
- K. Municipal Securities Rulemaking Board ("MSRB") Rule G-42 requires that GKB, when acting as Issuer's municipal advisor, make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action, or that form the basis for any advice (recommendations) provided by GKB to Issuer regarding any municipal financial product or the issuance of municipal securities. Rule G-42 also requires that GKB undertake a reasonable investigation to determine that it is not basing any such advice (recommendation) on materially inaccurate or incomplete information. GKB is also required under Rule G-42 to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.
- L. MSRB Rule G-42 requires that GKB provide Issuer with disclosures of (i) material conflicts of interest, and (ii) of information regarding certain legal events and disciplinary history. Those disclosures are provided in GKB's Municipal Advisory Disclosure Statement delivered to Issuer prior to or together with this Agreement.
- M. It is expressly understood and agreed that, under this Agreement, GKB is acting as a municipal advisor and fiduciary to the Issuer for or related to the Transaction. GKB retains the right to be engaged by the Issuer on other transactions in a capacity other than as a municipal advisor or fiduciary.
- N. It is expressly understood and agreed that the Scope of Services is limited solely to the services described in this Agreement.
- O. Unless otherwise provided in the Scope of Services described above, GKB is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about GKB, in its role as Issuer's municipal advisor, provided by GKB for inclusion in such documents.
- P. It is expressly understood and agreed that the Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Transaction or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
- Q. The Scope of Services may be changed only by written amendment or supplement to this

Agreement. The parties agree to promptly amend or supplement the Scope of Services described above to reflect any material changes or additions to the Scope of Services.

2. **Issuer's Obligations.** The Issuer's obligations shall include the following, subject to the limitations set forth herein:
 - A. Retain GKB as its municipal advisor for and related to the Transaction.
 - B. Cooperate with GKB in the proper development of the Transaction and provide all pertinent information needed to allow GKB to (i) fulfill its duties under Rule G-42, (ii) provide the Issuer with informed advice, and (iii) support the desired Transactions on behalf of the Issuer.
 - C. To the extent Issuer seeks to have GKB provide advice with regard to any recommendation made to Issuer by a third party, including but not limited to any underwriter for the Transaction, Issuer agrees that it will provide GKB with written direction to do so, as well as any information Issuer has received from such third party relating to its recommendation.
 - D. Issuer agrees to observe and comply with the limitations on GKB's Scope of Services described above.
 - E. Will retain a nationally recognized firm of bond attorneys and utilize the services of the Issuer's attorney.
 - F. Will pay for all costs of legal advice, printed matter, advertising, bond ratings, bond insurance premium, required audits and other professional services.
 - G. Reimburse GKB for all reasonable costs and expenses incurred by GKB that are related to the Transaction, including but not limited to reasonable travel expenses to meet with the Issuer, or rating agencies, if any.
 - H. Pay GKB an advisory fee of \$13,500, at the time of the completion of the Transaction.
3. **Term.** The term of this Agreement shall commence on July 5, 2016, and shall expire on the completion of the Transaction, except as terminated earlier pursuant to the provisions below.
4. **Termination.** Either party shall have the right to terminate this Agreement in full for any reason by providing written notice to the other party at least thirty (30) days prior to the stated termination date. In the event of any violation or default of the terms of this Agreement by GKB, the Issuer shall provide written notice to GKB of any such violation or default, and GKB shall have thirty (30) days to cure such default. If GKB is not able to cure the default to the Issuer's satisfaction by the end of such cure period, the Issuer thereafter shall have the right to immediately terminate this Agreement. At the termination of this Agreement, in any such manner, the Issuer shall reimburse GKB such reasonable costs and expenses incurred to the date of such termination, and shall pay GKB such compensation earned to the date of such termination, which payment shall be in full satisfaction of all claims against the Issuer under this Agreement.
5. **Additional Transactions.** During the Term of this Agreement, if the Issuer decides to consider or pursue other or additional financing, either for the Project or for other separate projects the Issuer

Fiduciary Engagement Agreement for Municipal Advisory Services

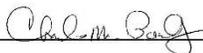
identifies from time-to-time (“Additional Transactions”), the Issuer may engage GKB to act as its exclusive investment banker to provide financial advisory, or municipal advisory, or underwriting or placement agent services for any of those Additional Transactions. In that event, the parties will execute separate written engagement agreements for each of any such Additional Transactions. Until such a separate additional agreement is in place, the parties understand and agree that GKB will not provide any advice or recommendations to the Issuer regarding any such Additional Transactions.

6. **Authority.** Each of the undersigned representatives of the respective parties represents and warrants that he or she has full legal authority to execute this Agreement on behalf of that respective party. In addition, the Issuer further represents and warrants that unless the Issuer provides written notice to GKB to the contrary, any officer of the Issuer has the authority (i) to act on behalf of the Issuer, (ii) to request or direct on behalf of the Issuer that GKB take or refrain from taking certain actions within the Scope of Services under this Agreement, and (iii) to sign any documents on behalf of the Issuer.
7. **Execution.** This Agreement may be executed in multiple counterparts and together such counterparts will be deemed an original.

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

AGREED TO AND ACCEPTED:

GEORGE K. BAUM & COMPANY

By: _____ 

Printed Name: Charles M. Bouilly

Title: Senior Vice President

CITY OF GARDEN CITY, KANSAS

By: _____

Printed Name: _____

Title: _____

George K. Baum & Company
Municipal Advisory Disclosure Statement
(MSRB Rule G-42)

This Disclosure Statement is provided by George K. Baum & Company (“GKB”) to **THE CITY OF GARDEN CITY, KANSAS** (“the City”) under MSRB Rule G-42 in connection with our engagement as your municipal advisor under the Municipal Advisory Engagement Agreement dated **July 5, 2016** (the “Agreement”) between George K. Baum & Company (“GKB”) and Client. MSRB Rule G-42, effective as of June 23, 2016, requires that GKB, as your municipal advisor pursuant to the Agreement, provide you with certain information regarding conflicts of interest and legal or disciplinary events.

Disclosures of Conflicts of Interest. MSRB Rule G-42 requires that all municipal advisors provide their clients with disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, GKB makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each such conflict.

General Mitigations. As general mitigations of GKB’s conflicts, with respect to all of the conflicts disclosed below, GKB mitigates those conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty by GKB to you in performing all municipal advisory activities for you. This duty of loyalty obligates GKB to deal with you honestly and with the utmost good faith, and to act in your best interests without regard to our financial or other interests. In addition, because GKB is a broker-dealer with significant products and services, other than and in addition to municipal advisory services, that are included our overall business, the success and profitability of GKB is not dependent on maximizing short-term revenue generated from individualized recommendations to its municipal advisory clients, but instead is dependent on long-term profitability built on a foundation of integrity, and quality of service and strict adherence to its fiduciary duty. Furthermore, GKB’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of GKB potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

(1) ***Compensation-Based Conflicts.*** Any time two parties to an agreement negotiate the basis and amount of fees or compensation one party is to pay to the other party for services rendered, there is an inherent conflict of interest between the two parties. That conflict of interest exists regardless of the type of services to be rendered, or the agreed upon basis for calculating those fees or compensation.

(A) **Contingent Fee.** If fees will be contingent upon the closing of the transaction this may present a conflict because it would create an incentive for GKB to recommend financings which are disadvantageous to Client. This conflict is mitigated by the general mitigations described above.

(B) **Percentage Fee.** To the extent that fees due under the Agreement will be based on the size of a transaction this may present a conflict because it could create an incentive for GKB to recommend you to increase the size of the transaction. This conflict of interest is mitigated by the general mitigations described above.

(C) **Fixed Fee.** To the extent that fees due under the Agreement are in a fixed amount established at the outset of the Agreement, the amount is usually based upon an analysis by Client and GKB of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by GKB. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, GKB may suffer a loss. Thus, GKB may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

(D) **Hourly Rate Fee.** To the extent that fees due under the Agreement are based on hourly fees of GKB's personnel, with the aggregate amount equaling the number of hours worked by its personnel times an agreed-upon hourly billing rate, this form of compensation presents a potential conflict of interest if Client and GKB do not agree on a reasonable maximum amount at the outset of the engagement, because GKB does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

(2) **Other Municipal Advisory or Underwriting Relationships.** GKB serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, GKB serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under the Agreement. Those other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, GKB potentially could face a conflict of interest arising from those competing client interests. In other cases, GKB, as a broker-dealer that engages in underwritings of new issuances of municipal securities by various municipal entities, has interests to achieve a successful and profitable underwriting for its municipal entity underwriting clients that potentially could constitute a conflict of interest if, as in the example above, the municipal entities that GKB serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these

other engagements or relationships would impair GKB's ability to fulfill its regulatory duties to you.

(3) ***Broker-Dealer Business.*** GKB is a broker-dealer that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client or your personnel, and current or potential investors in the securities of Client. These other GKB clients may, from time to time and depending on the specific circumstances, have interests in conflict with your interests, such as when their buying or selling of your securities may have an adverse effect on the market for those securities, and the interests of such other clients could create the incentive for GKB to make recommendations to you that could result in more advantageous pricing for the other clients. This conflict of interest is mitigated by the general mitigations described above.

(4) ***Secondary Market Transactions in Client's Securities.*** GKB, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore GKB could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, GKB may submit orders for and acquire Client's securities issued in a transaction under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for GKB to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace.

(5) ***Other Conflicts of Interest.***

Disclosures of Information Regarding Legal Events and Disciplinary History. MSRB Rule G-42 requires that all municipal advisors provide to their municipal advisory clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

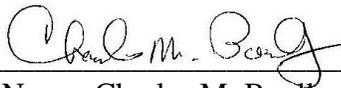
Material Legal or Disciplinary Event. Since the founding of the Firm in 1928, GKB has had only two regulatory events that were required to be disclosed on its Form MA. Those reported events may be material to your evaluation of GKB or the integrity of our management or municipal advisory personnel. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to that required information already filed by GKB in its capacity as a broker-dealer on Form BD or Form U4, as applicable. Information provided by GKB on its Form BD is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck reports, GKB's CRD number is 36354.

How to Access Form MA and Form MA-I Filings. GKB's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000922113>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by GKB in its capacity as a broker-dealer on Form BD or Form U4, as applicable. Information provided by GKB on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck reports, GKB's CRD number is 36354.

Most Recent Change in Legal or Disciplinary Event Disclosure. The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by GKB with the SEC is January 6, 2016.

Future Supplemental Disclosures. As required by Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of GKB. GKB will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

George K. Baum & Company

By: 
Printed Name: Charles M. Bouly
Title: Senior Vice President
Date: July 5, 2016



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Public Utilities Director Muirhead
DATE: July 5, 2016
RE: Water rate ordinance 90-177 revision

ISSUE:

The Governing Body is asked to consider and approve an amendment to City Code of Ordinance 90-177.

Ordinance No. _____ - 2016, an ordinance establishing Water Rates inside and outside the corporate limits of the City of Garden City, Kansas; amending Code Section 90-177; repealing current Code Section 90-177; all to the Code of Ordinances of the City of Garden City, Kansas.

BACKGROUND:

Professional Engineering Consultants, Wichita Kansas was retained by the City to perform a water utility rate study to evaluate and analyze historical and projected revenues and expenditures to develop a water rate that will meet the City's financial requirements. This study helps determine the water utility's financial ability to address proposed water system improvement and recommendations from the 2014 Garden City Water Distribution System Master Plan.

The Public Utilities Advisory Board (PUAB) reviewed the Water Rate Study twice and recommended it be presented to the Governing Body. On May 17, 2016, the Governing Body directed staff to provide options for consideration of a water rate adjustment.

After reviewing three rate adjustments proposed by staff at its June 7, 2016 meeting, along with another proposal on June 21, 2016, the Governing Body directed staff to work with the City Attorney and draft an ordinance with graduated adjustments over the 5-year period that would generate approximately \$250,000 in cash carry over on December 31, 2017. That ordinance is attached.

There are two major components of our water rate structure, 1) Minimum Monthly Charges: which covers the City's fixed annual expenditures including debt service, staff expenses and monthly fee for Wheatland Electric WTP and 2) Water Usage Rates: which cover operations, maintenance, contract engineering and planned improvements and purchases.

ALTERNATIVES:

1) Governing Body approval of amending Code of Ordinance 90-177; with an implementation date of October 1, 2017.

2) Governing Body does not approve of amending Code of Ordinance 90-177.

RECOMMENDATION:

Staff recommends approving alternative 1.

FISCAL NOTE:

The adoption of this ordinance change is anticipated to generate a \$250,000 positive cash balance in the water fund on December 31, 2017, with an accumulated positive cash balance of \$7.2 million on December 31, 2022.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 90-177	6/28/2016	Backup Material

ORDINANCE NO. ____-2016

AN ORDINANCE ESTABLISHING WATER RATES INSIDE AND OUTSIDE THE CORPORATE LIMITS OF THE CITY OF GARDEN CITY, KANSAS; AMENDING CODE SECTION 90-177; REPEALING CURRENT CODE SECTION 90-177; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

BE IT ORDAINED by the Governing Body of the City of Garden City, Kansas:

SECTION 1. Section 90-177 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 90-177. Water rates.

The monthly water rates required to be charged and collected by the city for water service furnished by the city, shall be as follows:

- (1) *Rates for residential and commercial water used inside the corporate limits of the city:*
 - a. *Availability.* Water service under this rate schedule is available within the corporate limits of the city.
 - b. *Applicability for Residential Water Service.* Water service under this schedule is applicable in individually metered service units for single and multifamily and for multiple service units served through single service connections all of which are considered dwelling units. The city reserves the right to require special contracts in the case of unusual water requirements.
 - c. *Applicability for Commercial Water Service.* Water service under this schedule is applicable to individually metered service units and for multiple service units served through single service connections all of which are considered for commercial or industrial type use. The city reserves the right to require special contracts in case of unusual water requirements.
 - d. *Net monthly rate schedule.*

Year	Residential	Residential	Residential	Residential	Commercial
	0 - 15,000 gallons (Charge per 1,000 gallons)	15,001 - 30,000 gallons (Charge per 1,000 gallons)	30,001 - 60,000 gallons (Charge per 1,000 gallons)	60,001+ gallons (Charge per 1,000 gallons)	All Water Usage (Charge per 1,000 gallons)
Present	\$1.86	\$2.05	\$2.45	\$3.00	\$1.80
October 1, 2016 to September 30, 2017	\$2.12	\$2.42	\$2.89	\$3.54	\$2.19
October 1, 2017 to September 30, 2018	\$2.25	\$2.56	\$3.06	\$3.75	\$2.33
October 1, 2018 to September 30, 2019	\$2.39	\$2.72	\$3.25	\$3.98	\$2.47
October 1, 2019 to September 30, 2020	\$2.53	\$2.88	\$3.44	\$4.22	\$2.61
October 1, 2020 to September 30, 2021	\$2.68	\$3.05	\$3.65	\$4.47	\$2.77
October 1, 2021 to September 30, 2022	\$2.84	\$3.24	\$3.87	\$4.74	\$2.94

- e. *Minimum monthly charge.* The minimum monthly charge shall be determined by the size of the meter and main tap through which individual service units and for multiple serviced units served through single service connections and shall be charged according to the following schedule at such time as service is made available following application therefore.

Minimum Monthly Charge for Residential and Commercial Water Service

Meter Size (in.)	Present	October 1, 2016 to September 30, 2017	October 1, 2017 to September 30, 2018	October 1, 2018 to September 30, 2019	October 1, 2019 to September 30, 2020	October 1, 2020 to September 30, 2021	October 1, 2021 to September 30, 2022
3/4	\$ 11.15	\$ 13.94	\$ 16.03	\$ 17.63	\$ 19.39	\$ 20.36	\$ 20.36
1	\$ 12.65	\$ 15.81	\$ 18.18	\$ 20.00	\$ 22.00	\$ 23.10	\$ 23.10
1.5	\$ 15.15	\$ 18.94	\$ 21.78	\$ 23.96	\$ 26.35	\$ 27.67	\$ 27.67
2	\$ 23.90	\$ 29.88	\$ 34.36	\$ 37.97	\$ 41.57	\$ 43.65	\$ 43.65
3	\$ 42.65	\$ 53.31	\$ 61.31	\$ 67.44	\$ 74.18	\$ 77.89	\$ 77.89
4	\$ 61.15	\$ 76.44	\$ 87.90	\$ 96.69	\$103.36	\$111.68	\$111.68
6	\$ 80.15	\$100.19	\$115.22	\$126.74	\$139.41	\$146.38	\$146.38
8	\$130.15	\$162.69	\$187.09	\$205.80	\$226.38	\$237.70	\$237.70
*10	\$148.90	\$186.13	\$214.04	\$235.45	\$258.99	\$271.94	\$271.94

***Water Usage Rates:** Cover operations, maintenance, contract engineering and planned improvements and purchases.

- f. *Delayed payment.* The total amount based upon the net monthly rates specified herein is due on the date indicated on the bill. After that date the amount due will be increased by five percent (5%).

(2) *Rates for residential and commercial water used outside the corporate limits of the city:*

- a. *Availability.* Water service under this rate schedule is available outside the corporate limits of the city; provided, that water service shall not be made available for use outside the corporate limits of the city, in any manner whatsoever except upon specific approval of the governing body.
- b. *Applicability.* Service under this schedule is applicable to individually metered service units and multiple service units served through single service connections for all normal water use.
- c. *Net monthly rate.* The rate for water service outside the corporate limits shall be two (2) times the rate established for like service within the corporate limits. Bills shall be computed under the inside city rate and multiplied by two (2).
- d. *Minimum monthly charge.* The minimum monthly charge is computed on a per meter basis and shall be two (2) times the minimum monthly charge for the same size of service connection inside the city.
- e. *Delayed payment.* The total amount based upon the net monthly rates specified herein is due on the date indicated on the bill. After that date, the amount due will be increased by five percent (5%).

The rates scheduled in this section shall apply and be figured on the consumption of water by the 1,000 gallons or fraction thereof to the nearest 100 gallons.

SECTION 2. Section 90-177 of the Code of Ordinances of the City of Garden City, Kansas, is hereby repealed, to be replaced as specified in this ordinance.

SECTION 3. If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after October 1, 2016, and following its publication, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 5th day of July, 2016.

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado
City Clerk

APPROVED AS TO FORM:

Randall D. Grisell
City Attorney

Old Business

New Business



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: July 5, 2016
RE: Downtown Vision Quarterly report

ISSUE:

Executive Director of Garden City Downtown Vision, Myca Bunch will be present to review the Downtown Vision quarterly report with the Governing Body.

BACKGROUND:

Executive Director of Garden City Downtown Vision, Myca Bunch will be present to review the Downtown Vision quarterly report with the Governing Body.

ALTERNATIVES:

Presentation only.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
DTV Quarterly Report - 2nd quarter 2016	6/30/2016	Backup Material

Quarterly Report
 Garden City Downtown Vision
 Period: April-May, 2016

Private Reinvestment	\$104,902.00
Public Reinvestment	\$3,502.87
Volunteers Hours \$\$	\$2,737.80
Total Quarterly Investment	\$111,142.67

FACADE RENOVATIONS			
Name	Address	Amount Invested	Source of Funds
TOTAL		\$0.00	

OTHER BUILDING REHABILITATION PROJECTS AND NEW CONSTRUCTION			
Name	Address	Amount Invested	Source of Funds
Coldwell Banker	312 N. 8th	\$26,000	Commercial
Beauty Salon	310 N. Main	\$18,500	Commercial
Brown's Shoe Fit	301 N. Main	\$50,000.00	Commercial
United Country Real Estate	602 N. Main	\$9,507.00	Commercial
First Christian Church	306 N. Seventh	\$895.00	Commercial
TOTAL		\$104,902.00	

BUILDINGS SOLD			
Name	Address	Amount Invested	Source of Funds
TOTAL		\$0.00	

PUBLIC IMPROVEMENTS/OTHER			
Name	Address	Amount Invested	Source of Funds
Downtown Tree Planting	Main St.	3384.41	public
Cinco de Mayo Parade	Main St.	118.46	public
TOTAL		\$3,502.87	

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

BUSINESSES LOST				
Name of Business	Address	Category	Number of Jobs Lost	Closed/Relocated out of district
Giardino	125 W. Pine	Restaurant	22	Closed/Relocated out of district
TOTAL			22	

NUMBER OF HOUSING UNITS CREATED		
Address	Upper Stories	Other
TOTAL		0
TOTAL		0

VOLUNTEER HOURS WORKED	
TOTAL HOURS	156
VALUE IN \$\$	\$2,737.80



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Public Utilities Director, Muirhead
DATE: July 5, 2016
RE: Garden City Public Housing Authority HVAC Upgrades

ISSUE:

The Governing Body is asked to consider funding HVAC upgrades for the Garden City Public Housing Authority property located at 610 Pershing Avenue.

BACKGROUND:

Staff has been working with Robyn Graffia, Executive Director of the Garden City Housing Authority (GCHA) since last fall when she provided the Governing Body an update regarding GCHA facilities. One of the largest issues facing the GCHA is regarding the need to replace all 60 of the HVAC units at Pershing Manor. The existing units, some estimated to be 20 years old, are outdated and becoming completely inefficient with costly repairs. The estimated cost to replace all 60 units is \$310,000. This includes the replacement of the outside units as well as the equipment located inside each unit and bringing them up to the current building code. The GCHA board has looked at their budget and has determined that it does not have the funding necessary for the project and is asking that consideration be given for the City to pay for the replacements through our energy efficiency program. This is the program that was used for the street light upgrades to LED lighting and energy efficiency upgrades (calking, insulation, lighting, etc.) that were made in several city facilities. This project is 99% complete and has a positive balance remaining of approximately \$370,000 that could potentially be used for the HVAC upgrades.

ALTERNATIVES:

- 1) Authorize staff to utilize funds from the energy efficiency bond account to pay for the HVAC improvements.
- 2) Do not authorize staff to utilize funds from the energy efficiency bond account to pay for the HVAC improvements.
- 3) Direct staff to consider other alternatives.

RECOMMENDATION:

Staff recommends alternative 1.

FISCAL NOTE:

The bonds issued for the energy efficiency project was \$3,157,620.00 with \$2,791,674.77 expended to date leaving a balance of \$369,978.23 that could be utilized for the HVAC upgrades. This would close out the project and any remaining funds would go towards the debt service payments.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jennifer Cunningham, Assistant City Manager
DATE: July 5, 2016
RE: Law Enforcement Center (LEC) Occupancy Contract Amendments

ISSUE:

The Governing Body is asked to consider and approve amendments to the Law Enforcement Center (LEC) Occupancy Contract.

BACKGROUND:

The LEC Occupancy Contract was signed in October of 1982 with a five-year renewal option. The contract was created to establish policies and procedures for both the City and County regarding the shared relationship of the Law Enforcement Center. The City and County have proposed and passed amendments in the past, but nothing recently.

On May 17, 2016 during a joint City-County meeting the LEC Occupancy Contract was discussed. During that discussion it became clear that the operational expense section needed to be more clearly outlined for both the County providing the service and the City receiving the service. The section on maintenance and repairs was confusing and did not have a clear tie to the operational expenses which also included maintenance. The section on Jail included language regarding the Municipal Court Judge approving releases. With a part-time Judge, this is no longer feasible and detrimental both to the City who pays the inmate expense and the County who is responsible for getting the approval for inmate release.

During the joint meeting, the Governing Bodies directed County and City staff to work out the issues and have City Attorney Grisell draft the amendments. Over the past two months, I've worked on the issue with County Administrator Partington and we are in full agreement on the changes that are before you today.

These same changes will be presented to the County Commission during their meeting on July 5, 2017.

ALTERNATIVES:

1. Approve the amendments as written.
2. Reject the amendments.
3. Send the amendments back to staff with requested changes.

RECOMMENDATION:

Staff recommends approving the amendments as written.

FISCAL NOTE:

The recommended amendments to the LEC contract will not have a fiscal impact. The amendments will create more detailed accounting for the associated expenses, but staff does not foresee a change in the actual expenses.

ATTACHMENTS:

Description	Upload Date	Type
LEC Occupancy Contract Amendments	6/30/2016	Backup Material

**SECOND AMENDMENT TO THE FINNEY COUNTY
LAW ENFORCEMENT CENTER OCCUPANCY AGREEMENT**

THIS SECOND AMENDMENT TO THE FINNEY COUNTY LAW ENFORCEMENT CENTER OCCUPANCY AGREEMENT (Second Amendment) made and entered into this _____ day of _____, 2016, by and between COUNTY OF FINNEY, KANSAS (COUNTY), CITY OF GARDEN CITY, KANSAS (CITY), and SHERIFF OF FINNEY COUNTY, KANSAS (SHERIFF).

WITNESSETH:

WHEREAS, COUNTY, CITY and SHERIFF entered into the Finney County Law Enforcement Center Occupancy Agreement (Agreement) on September 12, 2000; and

WHEREAS, the parties amended the Agreement on September 9, 2008; and

WHEREAS, the parties now agree that there is a need to amend the Agreement.

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

The following paragraphs of the Agreement shall be amended:

1. **PARAGRAPH 6, APPORTIONMENT OF OPERATIONAL EXPENSES**, shall be amended to read as follows:

6. **Apportionment of Operational Expenses.** The parties agree to share in the costs and expenses associated with operation, maintenance, and utilities to the FCLEC, in the following percentages:

COUNTY	-	50%
CITY	-	50%

(a) Costs and expenses associated with utilities shall include those for natural gas, electricity, sewer, water, and solid waste disposal. Costs and expenses associated with operation and maintenance shall include those for custodial supplies, building maintenance, repairs, elevator inspection and maintenance, and for fire protection system inspection and maintenance. Costs and expenses shall also include salaries and benefits for COUNTY building maintenance employees regularly assigned to the FCLEC, 50% of the salaries and benefits of COUNTY building maintenance employees not regularly assigned to the FCLEC who perform duties at the FCLEC, if needed, and if approved by CITY, and 25% of the salary and benefits of the COUNTY building maintenance department head.

(b) The parties agree that it is desirable to mitigate the trend for adding personnel to provide maintenance, cleaning and minor repairs, and in that regard, agree to analyze the impact of contracting for cleaning services of the FCLEC to determine the cost/benefit and potential implementation within the first six months of this Agreement. If a change in a contractual cleaning service is required, the parties shall mutually agree before contracting with a new cleaning service.

All costs and expenses associated with the operation and administration of the FCSO and/or the GCPD, not specifically related to the operation, maintenance, or utilities provided to the FCLEC shall be borne solely by the agency incurring the costs or expenses.

COUNTY shall be directly responsible for actual payment of all costs and expenses associated with the operation of the FCLEC. COUNTY shall submit to CITY, on a monthly basis a detailed itemization of all costs and expenses associated with operation of the FCLEC. The detailed itemization shall include an accurate description of the costs and expenses, with supporting documentation. COUNTY shall also submit to CITY, a statement setting forth the amount due and owing from CITY to COUNTY for CITY's share of costs and expenses associated with the operational expenses of the FCLEC. CITY shall pay COUNTY in the manner utilized by CITY for payment of all normal expenses associated with the operation of CITY.

2. **PARAGRAPH 7, MAINTENANCE AND REPAIRS**, shall be amended to read as follows:

7. **Maintenance and Repairs**. COUNTY shall be responsible for completing all necessary maintenance and repairs for the FCLEC, including, but not limited to, repair of foundation, building supports, exterior walls, roof, plumbing, electrical systems, heating and air conditioning, and any other repairs required by use of the FCLEC.

3. **PARAGRAPH 10, JAIL**, shall be amended to read as follows:

10. **Jail**.

(a) The FCLEC jail, as designated on Exhibits C and D, shall be under the exclusive operation and control of SHERIFF. The FCSO shall develop a written training plan and policies and procedures for jail personnel which shall include operation orientation for the GCPD, and which shall specifically apply to jail services related to the GCPD, as mutually agreed to by the FCSO and the GCPD. The FCSO shall process, supervise, and provide humane treatment to all prisoners coming into the jail. SHERIFF shall consider input from CITY on the operation, policies, and procedures of the jail. SHERIFF shall give written notice of any changes in jail policy or procedure to the GCPD. SHERIFF and the Chief shall meet and confer about matters relating to the conduct or performance of jail personnel, as necessary, and discuss appropriate actions to be taken. Whenever the Chief submits in writing, a request for action related to conduct or performance, SHERIFF shall respond in writing, explaining actions taken.

(b) COUNTY agrees to waive any and all compensation due from CITY, pursuant to K.S.A. 19-1930, for maintaining prisoners in the jail on behalf of CITY. In exchange for COUNTY not assessing CITY for the maintenance of CITY prisoners in the jail, CITY shall provide to the COUNTY without charge or expense, dispatch services as set forth in paragraph 11 below.

(c) CITY shall be responsible for all medical, dental, psychological, or other health related expenses incurred by any inmate who is being held on a CITY charge or who has been convicted of a CITY municipal code violation, provided that such medical, dental, psychological, or other health related expenses were authorized, in advance, by the Municipal Court Coordinator, or authorized designee, under normal circumstances, with discretion given to SHERIFF/FCSO to authorize medical treatment as he/it deems necessary in emergency situations.

It is the preference of CITY that CITY inmates requesting or needing medical treatment be released from the FCLEC jail, to avoid CITY incurring the expenses associated with medical treatments. SHERIFF/FCSO agree to release CITY inmates, whenever possible, to avoid medical expenses accruing to CITY. COUNTY shall provide CITY with a semi-annual itemized accounting of medical expenses related to CITY inmates.

If CITY's designee is unable to be reached, COUNTY will either be paid by CITY for medical costs, or relieved of liability for releasing an inmate so long as COUNTY has given the inmate notice of a new court date.

4. All terms and conditions of the Agreement not specifically modified herein shall remain in full force and effect.

This Second Amendment made and entered into the date set forth above, as approved by the governing bodies of CITY and COUNTY.

COUNTY OF FINNEY, KANSAS

Date

By: _____
Dave Jones, Chairman

ATTEST:

Elsa Ulrich, County Clerk

CITY OF GARDEN CITY, KANSAS

Date

By: _____
Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

SHERIFF OF FINNEY COUNTY, KANSAS

Date

By: _____
Kevin Bascue, Sheriff



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Robyn Graffia, Executive Director
DATE: July 5, 2016
RE: Garden City Housing Authority Resident Board Member Vacant Position

ISSUE:

The Governing Body is asked to consider and appoint a board member to fill an unexpired term left by Jeanne Winter on the Local Housing Authority.

BACKGROUND:

Jeanne Winter resigned from the Garden City Housing Authority Board
One Applicant: Rajneesh Devgan

ALTERNATIVES:

1. Approve and appoint Rajneesh Devgan to fill the unexpired term on the Housing Authority Board.
2. Deny the appointment.
3. Select another candidate to fill the unexpired term.

RECOMMENDATION:

The board recommends appointing Rajneesh Devgan to fill the vacant position on the Garden City Housing Authority Board.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Member Application	6/28/2016	Backup Material

GARDEN CITY IS MY TOWN TOO!

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

NAME: RAJNEESH DEVGAN HOME PHONE:
7852504348

ADDRESS: 1314 SUMMIT STREET #A WORK
PHONE: 6208055477

E-MAIL ADDRESS: rdevgan@gckschools.com

OCCUPATION (if employed): TEACHER

PLACE OF EMPLOYMENT: USD 457

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 10 YEARS

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

Serving on a board or commission is a significant and meaningful way to participate in civic life. As a member, it will be my privilege to share my expertise while directly participating in shaping my local community. I wish to learn from this opportunity by serving on my housing authority board as a means of gaining new skills, sharing diverse viewpoints, and to step out of my comfort zone and to ultimately learn more about the specifics of planning & zoning in the context of our community.

OTHER APPLICABLE EXPERIENCE: I am currently serving on curriculum council which aligns our district curriculum with the common core state standards; and math committee which makes decisions regarding math textbook adoption for our district grades 7-12.

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

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

RETURN THIS FORM TO:

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



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: July 5, 2016
RE: Consideration and approval of re-appointments to the Zoo Advisory Board

ISSUE:

The Governing Body is asked to consider and approve two re-appointments to the Zoo Advisory Board.

BACKGROUND:

The Zoo Advisory Board has two members completing their first three year term (Taylor Freburg and Jimmy Deal). Both have expressed an interest in serving a second term as permitted by established resolutions governing advisory boards of the City of Garden City.

ALTERNATIVES:

1. Approve the recommended appointments for a second term.
2. Deny the recommended appointments.

RECOMMENDATION:

Zoo Director Newland and the Zoo Advisory Board recommend the appointment of Taylor Freburg and Jimmy Deal for second terms.

FISCAL NOTE:

There is no fiscal impact caused by this action.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: July 5, 2016
RE: 2017 Budget – Proposed draft for the Notice of Public Hearing

ISSUE:

The Governing Body is asked to consider and approve a draft of the 2017 Budget from which a Notice of Public Hearing can be published, and authorize the publishing of the Notice of Public Hearing.

BACKGROUND:

The City Commission has concluded its review of the 2017 City Manager's Proposed Budget and offered changes at the June 21st regular meeting.

The following assumptions are built into the proposed draft of the 2017 Budget to be used for the Notice of Public Hearing:

- 1) As with other funds, the salary line items reflect a 2% pay for performance salary pool (the Garden City Police Department operates a step and grade system with the portion of the 2% pool that is attributable to that department).
- 2) All benefits reflect any required changes to KPERS/KP&F, Unemployment, Workers Compensation, and Social Security.
- 3) The employer's budgeted contribution to health insurance per authorized position remains level to 2016.
- 4) Water Utility revenues reflect the stair-stepped increase in rates suggested by the City Commission at a previous meeting and around which the proposed Ordinance for the Commission's consideration at the July 5th regular meeting was drafted.
- 5) There were 5 additional full time employees requested in the General Fund. However, there are no full time employees approved in the City Manager's 2017 Proposed Budget to the City Commission.
- 6) Social Funding matches the funding levels the Commission authorized in 2016.
- 7) FCEDC and Downtown Vision, Inc. requests are included as presented.
- 8) General Fund sales tax revenue is conservatively budgeted on a slight decrease from 2015

actual (\$6,426,010): 2016 revised budget at \$6,350,000, and 2017 budget \$6,300,000. Budgeting in this manner is not to be interpreted as a projection, but rather hedging against the relative volatility of sales tax in general. This is consistent with how we've budgeted this revenue line item in recent years. County sales tax and consumer use tax are budgeted similarly.

9) Municipal Court revenue has been amended from the 2017 City Manager's Proposed Budget presented on June 21st. Both the 2016 and 2017 projections have been reduced by \$25,000.

10) In the Neighborhood & Development Services budget, the payment to the LEPC was removed, which was an expense reduction of \$4,500.

11) This budget reflects the reorganization and the outsourcing of Engineering Services. To account for the costs related to the utility funds, we have increased the operating overhead factor from 5% to 6% of electric and water sales.

12) The December 31, 2017 General Fund cash balance is \$2,900,000. This is a \$50,000 increase over the budgeted December 31, 2016 cash balance.

13) The Talley Trail Restroom was removed based on City Commission direction given at the June 21st regular meeting.

14) The City Commission, the June 21st regular meeting, requested the Facilities Maintenance line item be reduced from \$234,800 to \$217,400 to achieve a desired final overall ad valorem tax amount/mill levy. This line item for this proposed draft has been changed to \$239,768 after receiving the final valuation from the Finney County Clerk.

15) The proposed draft of the 2017 Budget to be used for the Notice of Public Hearing produces an overall City ad valorem tax requirement (including the 5 mills levied by the Garden City Recreation Commission) of \$6,887,127. This is an increase of \$275,462 in ad valorem tax. Based on the City's total assessed valuation it would adjust the overall City mill levy from 36.703 to 36.453, a decrease of .25 mills.

16) The City's total valuation for 2016 is \$202,392,210. \$5,280,778 (2.6%) of that value comes exclusively from new improvements to property in 2015. \$992,451 (0.5%) came from real estate added as part of annexations in 2015. For the purposes of 2017 budget preparation, the total assessed valuation from which ad valorem tax is computed is \$188,932,655. Therefore, 1 mill is projected to generate \$188,932.66 in ad valorem tax for the operation of the City's General Fund, Bond & Interest Fund, Airport Fund and the Garden City Recreation Commission (a component unit government which uses the City's taxing boundaries).

Table 1 shows the comparison of Ad Valorem Tax between the 2016 City Budget and the proposed draft of the 2017 to be used for the Notice of Public Hearing:

Table 1: 2017 Budget – Notice of Public Hearing Ad Valorem tax dollar comparison

	2016 Actual	2017 Budget
General Fund	\$3,541,623	\$3,521,113
Debt Service	\$1,438,021	\$1,899,909
Airport	\$731,314	\$678,503
Recreation Commission	\$900,697	\$950,000

Total **\$6,611,655** **\$6,887,127**

2016 Mill Levy value = **36.703**
\$180,139.42

2017 Mill Levy value = **36.453**
\$188,932.66

From this point, the City Commission has the ability to make any adjustment to this budget as you consider approving a 2017 City Budget. However, once you approve the Notice of Public Hearing and it is published in the newspaper, any future changes cannot increase the overall property tax requirement of the 2017 Budget.

Attached is a draft form of the Notice of Public Hearing which would be published in the Garden City Telegram. As drafted, it sets the time, date and place of the public hearing as July 19th, 1:30 pm, at the City Administrative Building, 2nd Floor City Commission Chambers.

ALTERNATIVES:

- 1) Authorize the Notice of Public Hearing for the 2017. The hearing would be set for July 19, 2016 at 1:30 pm, at the City Administrative Center (301 N. 8th Street), 2nd Floor City Commission Chambers.
- 2) Recommend additional changes and approve a Notice of Public Hearing reflecting those changes.
- 3) Take no action and continue the 2017 Budget deliberations to the July 19th regular meeting.

RECOMMENDATION:

Staff recommends Alternative #1.

FISCAL NOTE:

Included above.

ATTACHMENTS:

Description	Upload Date	Type
Notice of Budget Hearing	7/1/2016	Backup Material

Consent Agenda



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services
DATE: July 5, 2016
RE: Clarification of the JumpStart Program

ISSUE:

Consideration of clarification of the JumpStart Program.

BACKGROUND:

The JumpStart program was implemented in 2014 from \$25,000.00 in funding by the City of Garden City. The JumpStart Program is a mobile concept benefiting business, but also helps the building owner fill their empty storefront. The program helps to subsidize the rent & utilities of said business for a two-year period: 50% the first year, 25% the second year. Attached is a copy of the program as it was approved by the City and implemented by Downtown Vision.

Recently, Downtown Vision has had inquiries from existing local businesses interested in relocating to the core area and interested in utilizing JumpStart funds. These inquiries have resulted in the need to clarify which businesses are eligible for Jump Start funding.

The Downtown Vision Board of Directors and Business Development Committee feel the program best serves the community if funding is made available to both new and existing eligible businesses wanting to open or relocate to the core area. It is the goal of the JumpStart program to engage clients who are committed to the process of business development and entrepreneurial development and education. It is for those reasons we believe the JumpStart program can strongly benefit businesses both new and existing.

Program guidelines also state that qualifying clients must be retail oriented. We feel this is another area that warrants clarification and recommend that a majority of a qualifying client's floor space must be retail use only. Qualifying retail businesses defined by the JumpStart program guidelines include restaurants and other food services, bars, specialty/miscellaneous shops, soft goods, hard goods and specialty grocer/drug stores. The economic impacts of new retail were a factor in the creation of the JumpStart program and retail should remain the primary focus of the JumpStart program.

We hope that the two areas addressed above provide the needed clarity to the JumpStart Program. We are excited to begin working with clients who meet the criteria and share our passion to revitalize Downtown Garden City.

ALTERNATIVES:

The Governing Body may:

1. Approve the clarifications as presented
2. Not approve the clarifications as presented

RECOMMENDATION:

The Downtown Vision Board and Executive Director, Myca Bunch, recommend approval of the clarifications as presented in this memo.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Jump Start Client Handbook	7/1/2016	Backup Material



Client Handbook

Client Handbook

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Garden City Downtown Vision, Inc. Jump Start Business Developer

Developing Entrepreneurs through Business Development

Our Mission

Creating opportunities to strengthen Downtown Garden City's economic base.

Our Vision

Historic Downtown Garden City is the regional destination in southwest Kansas for unique shopping opportunities, dining, healthcare, arts, and entertainment. Fully occupied and renovated buildings, surrounded by beautiful, clean streetscapes make this an exciting, safe gathering place—the community's heart and soul. The restoration of significant properties, including the Windsor Hotel and State Theater, strengthen the Downtown's position as a focal point in the community.

Our Core Values

- We are committed to helping our clients achieve business growth, profits, and long-term sustainability.
- We are committed to using creativity, innovation, and entrepreneurial thinking to assist clients and improve our programs.
- We are committed to accomplishing our work with honesty, open accountability, and integrity.
- We are committed to having the knowledge, skills, tools, and resources needed to guide our clients to success.
- We are committed to the wise investment of public funds, to operating in an efficient and frugal manner, and being good stewards of all of our resources.

Client Characteristics

It is the goal of the Jump Start Business Developer to engage clients that are committed to the process of business development, entrepreneurial development and entrepreneurial education. In order to accomplish this goal, potential clients will:

- Exhibit a commitment and willingness to accept guidance, be coachable
- Have a desire to learn
- Have a passion for business ownership
- Have a strong desire to grow and expand their business
- Be willing to admit to and learn from mistakes
- Understand that business development is a process
- Have a grasp and working knowledge of basic business principles (Operations, Marketing, Management, Financing, Technology)
- Have the ability to inject or raise capital as may be needed for the operations of the business
- Understand that a small business owner cannot be an expert at every facet of a business operations and is willing to engage the services of professionals
- Is knowledgeable about their product or service and the market environment in which they will be selling

Product/Services Evaluation

Although the individual characteristics of the entrepreneur are very important, the product or service must have commercial viability. The product or service will be evaluated utilizing the following criteria in an effort to determine whether or not the potential for commercial viability exists:

- Does the concept align with the Garden City Master Plan and Comprehensive Plan?
- Has the product or service progressed beyond the proof of concept stage?
- Is there a reasonable chance for acceptance in the market place (demand) or will demand need to be created?

- What problem/need is being solved?
- What benefits does the product or service provide?
- What is the potential for the creation of new jobs?
- What is the competitive landscape within the market place?
- What is the unique competitive advantage and how will the company differentiate itself within the market place?
- How does the company plan to sustain its competitive advantage?
- What is the projected financial return for the company (measured through a forecasted P&L, balance sheet, cash flow statement, etc.)?
- How does the company plan to sell its product?
- Will the company compliment or compete with existing downtown merchants?
- Where can the product/service be sold? Locally, regionally, nationally or internationally?

Application

Business Name: _____

Contact Person: _____

Current Address: _____

Mailing Address: _____
(If different)

Telephone: Business: _____ Home: _____

 Cell: _____ Fax: _____

E-Mail Address: _____

Business Status:

Description of Business and Products/Services provided: _____

Legal Organization of Firm:

_____ Sole Proprietorship Federal Employer Tax ID #: _____

_____ Partnership

_____ Limited Liability Company

_____ Corporation State: _____ Date of Incorporation: _____

Principal Owners/Stockholders (all stockholders with 20% or greater ownership):

Name: Address: Social Security Number:

Sales Tax #: _____

Do you have a business plan? _____ Yes _____ No
If yes, please attach a copy.

If no, do you need assistance in preparing one? _____ Yes _____ No

Please list local, regional, or national/international firms you consider to be your primary competition:

How many new full- and part-time employees do you plan to add over the next two years?

_____ Full-time _____ Part-time

Explain: _____

What are your approximate space requirements?

Office _____ square feet

Production _____ square feet

Storage/Warehousing _____ square feet

Other (explain below) _____ square feet

Total Needed _____ square feet

What are your projected total space requirements in?

One Year _____ square feet

Two Years _____ square feet

Three Years _____ square feet

Will you: Yes No

Have any unusual telephone system requirements? _____

Explain: _____

Have special sewer use needs? _____

Explain: _____

Have special water use needs (other than restrooms)? _____

Explain: _____

Use special laboratory facilities, toxic, corrosive, or inflammable chemicals? Explain:	_____	_____
<hr/>		
<hr/>		
Have special or high use electrical power requirements attributable to equipment used in your business? Explain:	_____	_____
<hr/>		
<hr/>		
Generate fumes/gases requiring special venting? Explain:	_____	_____
<hr/>		
<hr/>		

Will you:	Yes	No
Generate noise which will require soundproofing and/or special partitioning? Explain:	_____	_____
<hr/>		
<hr/>		
Generate or use heat or use a heat-related process? Explain:	_____	_____
<hr/>		
<hr/>		
Other special needs or requirements? Explain:	_____	_____
<hr/>		
<hr/>		

--

Please describe what is/will be your personal financial investment and time commitment to this business.

Is it intended that this business provide you or the managing principals with your primary source of income?

What are your projections of needed capital for the business during the next 1-3 years?

Where do you propose to obtain this capital? _____

How do you think the Business Developer can assist you in developing your business?

Add any additional information that will help the selection committee understand and evaluate your firm's potential for growth and success. Attach additional pages or documents as appropriate.

Please provide two references.

Name

Address

Phone

Name

Address

Phone

I am applying for admission to the Jump Start Business Developer. I certify that all the information contained in this application is true and accurate. I further understand that the information provided will be held in the strictest confidence and only used to evaluate an applicant's suitability for admittance into the developer. **By signature to this Application, applicant acknowledges that the Jump Start Business Developer may obtain relevant credit history information with respect to the applicant business and/or its principals. In addition to this the Jump Start Business Developer may conduct a criminal background check through the Garden City Police Department.** I also understand that this application is subject to review and in no way guarantees my admittance to this program and that no liability will be assumed by the Jump Start Business Developer or the Garden City Downtown Vision, Inc.

Applicant's Signature

Applicant's Signature

Date

Date

Jump Start Business Developer

Client Credit History and Criminal Background Report
Authorization Form
(to be completed by all owners with 20% or greater ownership)

Permission to check credit:

I grant Jump Start Business Developer permission to conduct a check of my credit history.

Name _____

Address _____

City, State, Zip _____ Phone _____

Signature _____ Social Security Number _____
(required) (required)

Date _____

Authorization to obtain criminal background report:

Name: _____ Driver's License: _____ State: _____
(required) (required) (required)

Date of Birth: _____ Social Security Number: _____
(required) (required)

I understand that a criminal background check is a condition of being considered as a client of Jump Start Business Developer. I consent to Jump Start Business Developer/Garden City Downtown Vision obtaining my criminal background report from the Garden City Police Department. I further agree to indemnify and hold harmless the Garden City Police Department, the Jump Start Business Developer and Garden City Downtown Vision, Inc. and its employees from any liability arising from the release of this information.

Signature _____
(required)

Subscribed and sworn to before me on this _____ day of _____ 20____

Notary Public _____
(required)

Client Services Agreement

This Client Services Agreement (the “Agreement”) is entered into by and between the Jump Start Business Developer/Garden City Downtown Vision and _____, (the Client). The purpose of the Agreement is to describe the services and assistance that the Business Developer will provide to Client. The term of the Agreement shall be for a period of one year commencing with the following effective date, _____, or until such time as the Agreement is terminated by mutual consent, the Client has reached a point of graduation, growth objectives have not been met or a violation of the Lease Agreement occurs.

- Client will be responsible for their own lease agreement with building owner and will provide a copy of that lease to Downtown Vision.
- Jump Start Business Developer/Garden City Downtown Vision will reimburse rent/utilities after receipts have been turned in, per these guidelines:
 - 50% reimbursement on 1st year of business
 - 25% reimbursement on 2nd year of business
- Utilities shall be defined as follows:
 - Electricity/gas
 - Phone
- All other bills incurred shall be at the expense of the client

Business Services

All developer clients will be required to meet with the Jump Start/Downtown Vision staff once each month for the first year, and quarterly thereafter for an Accountability Review to measure progress toward their goals, identify barriers to growth, and explore new opportunities. The AR process includes, but is not limited to:

1. Review of goals and objectives from the business plan.
2. Review of financial statements. (Note: Clients are required to provide financial statements (income statement and balance sheet) one week prior to their AR.)
3. Comparison of actual performance to goals including:
 - Financial performance compared to projections
 - Expense (cost) control compared to projections
 - Margin control compared to projections
 - Cash flow control compared to projections
 - Marketing performance (sales, leads, orders, promotions, etc.)
 - Personnel issues and performance

4. Future needs assessment for next quarter, year, etc.
5. Establishment of short-term goals for the coming months
6. Review of long-term goals, with adjustments made as required.
7. Discuss client issues such as:
 - Facility needs (space, equipment, utilities, etc.)
 - Areas where developer volunteer & staff members can help
 - Actual or perceived barriers to growth and how to overcome them.
 - Other needs, issues, complaints, etc.

Agreement to Participate

I understand that the Jump Start Business Developer provides a unique environment in which businesses can lease office and/or production space and receive business development assistance. I agree to participate in group activities such as, but not limited to, workshops, seminars, and meetings as determined by developer management. I further agree to interact with other clients in non-competing companies sharing lessons learned, participating in round table discussions, and providing collegial support. Such participation is not intended to distract clients from their own company business and will be held to a minimum. I also agree to participate in the Accountability Review process as described above. I understand that my relationship with the Jump Start Business Developer/Garden City Downtown Vision does not create or imply a partnership agreement and that the ultimate success of my business is solely my responsibility.

Client Signature

Date

Garden City Downtown Vision

Date

Marketing Agreement

The undersigned client agrees that the Jump Start Business Developer & Garden City Downtown Vision, Inc. may use the client's name, logo, and non-proprietary company information for promotional purposes. This may include but is not limited to websites, annual reports, research papers, articles, marketing materials, television, radio, print media and testimonial statements for the Jump Start Business Developer.

It is also agreed that clients may use "a client of the Jump Start Business Developer" in their promotional materials. All reciprocal use of the Jump Start Business Developer logo must be approved by the Jump Start Business Developer & Garden City Downtown Vision before use and only the official approved logo supplied by the Jump Start Business Developer may be used upon placement approval.

Client Signature

Date

Garden City Downtown Vision

Date

Confidentiality Agreement

It is agreed and understood that as a client of the Jump Start Business Developer and Garden City Downtown Vision, the undersigned Client is receiving certain assistance from /the Jump Start Business Developer/Garden City Downtown Vision in the areas of business organization, management, marketing and other related business areas.

1. The Jump Start Business Developer/Garden City Downtown Vision agrees to keep confidential and not disclose to a third party any information contained in any business plan, financial information and or other documents related to the Client's business operations or verbal information provided by the Client.
2. The Client agrees to indemnify the Jump Start Business Developer/Garden City Downtown Vision from any claim(s), if any, arising from suggestions, technical assistance or advice provided to the Client by the Jump Start Business Developer/Garden City Downtown Vision.
3. Any reporting of client's company results will be aggregated with all client company results of the Jump Start Business Developer/Garden City Downtown Vision.

Client Signature

Date

Garden City Downtown Vision

Date

Conflict of Interest Statement

The mission of the Jump Start Business Developer/Garden City Downtown Vision is to create opportunities to strengthen Downtown Garden City's economic base. It is the goal of Jump Start Business Developer/Garden City Downtown Vision to provide its services with a high degree of expertise, professionalism and ethical behavior. To that end, the staff of the Jump Start Business Developer/Garden City Downtown Vision are to avoid those circumstances where a conflict of interest issue could be raised, whether real or perceived. Those circumstances might include, but are not limited to the following:

- The acceptance of any fees, commissions, or other financial compensation for services rendered to a client of the Jump Start Business Developer/Garden City Downtown Vision.
- The recommendation of goods or services to a client in which he/she may have a financial interest.
- His/her appointment to the management staff or operating board of any client owned company.
- Acquiring stock or any other equity position in any client owned company.
- Making a loan to any client owned company.

Alignment, Planning & Coaching

Alignment and Positioning

Your success is dependent on creating a business concept that properly aligns your personal vision with your business vision and financial goals. At the start of every business relationship, we have to understand where you are, where you want to go, and how we might help you reach your goals. Ultimately, we want to know if we can adequately help you and if you are a good fit for incubation.

We begin with a meeting to determine your mission, vision and core values. In the process, we will also uncover your strengths and weaknesses and some “points of pain.” At the end of this meeting, we will have several areas to work on that will launch us into the next phase.

90-Day Planning

Once we have an understanding of where you are and where you want to go, we can set some specific, measurable goals and a timeline for reaching them. That’s the essence of the 90-day planning process.

We set goals in areas of mastery, niche, leverage, and team so that you will see quick results. Then, we provide coaching, training and networking opportunities within the incubation process to help you realize your goals.

Coaching

Even professional athletes need a coach. Your developer business coach will help hold you accountable to your goals and provide objective, creative insight to help your business grow.

Six Steps to Dramatic Results

Mastery

The first stage of growing any business is making sure you deliver profitably, productively, and with enough information to make great decisions. Mastery is the foundational level that will help you to build a business: a commercial, profitable enterprise that *works*, without you. You must attain mastery in the key areas of Money, Delivery and Time. Mastery is not achievable over night, but is rather a continual process.

Money – Not only do you need to know and understand your historic numbers, but also the numbers that will create your future.

- Break-Even Mastery
 - Knowing how many sales, customers, or dollars you need to make per day to break even.

- Profit Margin Mastery
 - Setting a budget for profit each day, week and month so that you can implement strategies for success and growth.
- Reporting Mastery
 - Knowing your numbers each day, week and month so you can make decisions for the future.
- Test and Measure Mastery
 - Predicting your future profits by measuring the Key Performance Indicators in your business.

Delivery – Consistency is more important than brilliance. It does no good to bring in more people if you can't provide excellent service consistently. It would be like filling a bathtub without the drain plug.

Time - Your productivity and the productivity of your team will determine your success and profitability.

- Goal Mastery
 - Having clarity of where you are going and where you are driving the business; vision.
- Self Mastery
 - Using internal discipline, the discipline of your team and the discipline of your advisors to keep yourself focused and achieving your goals.

Niche

Once you are running smoothly at a base profit, it's time to find your market uniqueness and build your sales and marketing strategies. Your marketing needs to convey what is unique about you and why someone should buy from you today. When your niche has been established, customers purchase your products or services based on the value provided and not cost alone.

An Established Niche = No Price Competition

Leverage

Getting the right people in the right places, with the right plan, moves the business from people dependency to systems dependency. At this stage, it's important that we systemize the routine and humanize the exception.

Team

Build a winning team so the Leader (Owner) supports the team, the team supports the customers, the customers support the business and the business supports the Leader.

Synergy

When everything is in place, the collective outcome will be far greater than the individual inputs.

Results

Time to enjoy the fruits of your labor from a commercial, profitable enterprise that works, without you.

Five Ways to Increase Your Profits

- Profit Margin
 - Apply a “use it up, wear it out, make do and do without” philosophy to all expense categories and costs of the business.
- Average Dollar Sale
 - After margins, this is the easiest and fastest way to grow your revenue and profits.
- Conversion Rate
 - Getting more of the people who already contact you to buy from you is a very powerful way to grow your customer base.
- Number of Transactions
 - Your existing customers are a massive asset that you should be investing in.
- Number of Leads
 - Once I have the machine running, it’s time to put more people into the front end.

Developer Program Guidelines

The Jump Start Business Developer/Garden City Downtown Vision is committed to conducting its business with professionalism, integrity and in accordance with federal, state and local laws to which its business activities are subject. It is the policy of the Jump Start Business Developer to prevent the occurrence of unethical or unlawful behavior, to halt such behavior as soon as reasonably possible after discovery, to discipline personnel who violate policies, counsel and/or terminate service agreements with clients who violate policies, including individuals who fail in their responsibilities to detect a violation, and to implement any changes in policies or procedures necessary to prevent reoccurrences of violation. Clients are expected to adhere to all of the following rules and regulations. Violation may result in termination of client's lease and/or service agreement.

General

- The Jump Start Business Developer/Garden City Downtown Vision provides equal opportunity to applicants who successfully complete the application process, regardless of their race, color, sex, religion, national origin, or age.
- The Jump Start Business Developer/Garden City Downtown Vision shall not discriminate against any qualified individual with a disability. Reasonable accommodations will be made for the known physical and mental limitations of otherwise qualified individuals with disabilities, unless this accommodation would impose an undue hardship on Jump Start Business Developer/Garden City Downtown Vision operations.
- In concert with the philosophy of business development, clients are referred to the Jump Start Business Developer/Garden City Downtown Vision Graduation Policy regarding criteria for graduation, retention and events of termination.
- The Jump Start Business Developer/Garden City Downtown Vision reserves the right to make and enforce such other reasonable rules and regulations as needed.

Graduation Policy

Graduation

Clients of the Jump Start Business Developer/Garden City Downtown Vision will be considered candidates for graduation upon achieving one or more of the following:

- Client has the ability to afford commercial building rates
- The client has completed two (2) years in the Jump Start Business Developer program
- The business has experienced significant levels of revenue growth or profitability
- The client can continue and grow its operations without further managerial assistance from the Jump Start Business Developer/Garden City Downtown Vision

Retention

The Client Services Agreement is for a period of one year at the end of which the client will be evaluated for retention in the program. In order to be considered for retention the client will meet the following:

- Participate actively in the Alignment, Planning and Coaching process
- Exhibit a commitment and willingness to accept guidance, be coachable
- Demonstrate progress in meeting growth objectives

Termination

Clients will be subject to termination for:

- Misuse of Business Developer funding
- Violations of their lease or services agreement
- Failure to meet growth objectives
- Failure to fully disclose company financial information at the request of the Jump Start Business Developer/Garden City Downtown Vision



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: July 5, 2016
RE: US-83 Widening & Access Road Construction Inspection - Meadowlark Dairy Nutrition, LLC

ISSUE:

Governing Body consideration and approval of a contract for construction engineering services for the US-83 widening and access road project, for the Meadowlark Dairy Nutrition plant, with Wilson & Company, Inc.

BACKGROUND:

Wilson & Company, Inc. was selected by the Governing Body to provide the engineering services related to the US-83 widening and access road improvements related to the Meadowlark Dairy Nutrition plant. The services for this project to date are the Traffic Impact Study (TIS) and the design engineering with the total cost of these services at \$137,000.00.

The construction engineering (inspection) services are based upon a 110 calendar day construction period and are presented in the accompanying contract at a not to exceed cost of \$168,460.54. Inspection of the project will be in accordance with KDOT procedures and requirements.

The plans and specifications have been approved by KDOT and bids will be received by the City on July 13th.

ALTERNATIVES:

1. The Governing Body may approve the agreement with Wilson & Company.
2. The Governing Body may defer action to a later date.

RECOMMENDATION:

Staff recommends Governing Body approval of the construction engineering contract with Wilson & Company, Inc., in an amount not to exceed \$168,460.54, and authorize the Mayor and City Clerk to execute the agreement.

FISCAL NOTE:

Engineering costs related to this project are the City's responsibility. Funding for construction engineering is covered in the Capital Improvements Fund 001-17-171-6010.06.

ATTACHMENTS:

Description	Upload Date	Type
Construction Engineering Contract	6/27/2016	Backup Material

OWNER-ENGINEER AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the City of Garden City, Kansas (hereafter "Owner"), and Wilson & Company, Inc., Engineers & Architects (hereafter "Engineer"), to perform professional engineering services as described herein. Therefore, for valuable consideration as set forth herein, the Owner and Engineer agree as set forth below.

PROJECT: Construction Engineering Services for US-83 Project No. 83-28 KA-4278-01

ENGINEER'S SCOPE OF SERVICES: (hereafter referred to as "Services") are generally described as follows, as more fully set out in Engineer's Proposal dated June 23, 2016, attached hereto as **Exhibit A** and incorporated herein by reference.

Terms and Conditions

ARTICLE 1 GENERAL

1.1 Owner employs Engineer as an independent contractor, to perform the Services described herein. The Engineer agrees to accept responsibility for the proper conduct of Engineer's Services performed under this Agreement, whether performed by Engineer's employees or sub-consultants. Engineer shall not subcontract any portion of its work without prior written approval of Owner. Owner approves of the sub-consultants identified in the attached **Exhibit B**.

1.2 To the extent required by law, all final documents prepared by Engineer or its sub-consultants shall be sealed by a professional licensed in the Project state.

1.3 The Engineer shall designate a representative authorized to act in the Engineer's behalf. Engineer reserves the right to change representatives as necessary due to availability.

1.4 NOT USED

1.5 The Engineer shall recommend to the Owner the obtaining of such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of the Engineer's Services.

1.6 If the Scope of Services requires Engineer to provide Opinions of Probable Construction Cost, Owner acknowledges that since the Engineer has no control over the cost of labor, material or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the opinions of construction costs provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's reasonable judgment as a design professional familiar with the construction industry. Engineer cannot, and does not, guarantee that the bids or the project construction costs will not vary from the Opinions of Probable Construction Cost prepared by the Engineer. If Owner desires more accurate information on Project cost, it shall retain the services of a construction estimator.

1.7 The Engineer represents that it is authorized to practice engineering in the state in which the Project is located.

ARTICLE 2
ENGINEER'S OBLIGATIONS

2.1 Engineer agrees to perform its Services in accordance with the standard of care set out in Article 5.1. Unless otherwise provided herein, Engineer agrees to furnish all materials, supplies, tools, equipment, supervision, labor, drawings and anything else necessary to fully perform all of the Services described herein.

2.2 The Engineer shall (a) cooperate with the Owner and all other consultants or contractors whose work may relate to the Engineer's Services; and (b) specifically note and promptly advise the Owner of any interference with the Engineer's Services.

2.3 NOT USED

2.4 NOT USED

2.5 NOT USED

2.6 CONSTRUCTION PHASE

2.6.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Engineer's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due or, in the absence of a final Certificate for Payment or of such due date, sixty (60) days after the date Engineer certifies as Substantial Completion of the Work, whichever occurs first.

2.6.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Engineer shall assist the Owner in the Administration of the Contract for Construction as set forth below and the General Conditions of the Contract for Construction, which are subject to Engineer's approval and must be consistent with this Agreement.

2.6.3 The Engineer shall at all times have access to the Work wherever it is in preparation or progress. The Engineer shall visit the site at intervals appropriate to the stage of construction, or as set out in the Scope of Services, **Exhibit A**.

2.6.4 The Engineer shall not have control or charge of and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents. Nothing in this Agreement shall

be construed as making Engineer a Controlling Employer as defined by OSHA for purposes of site safety.

2.6.5 The Engineer, based on observations at the site and on evaluations of the Contractor's Applications for Payment, shall assist the Owner in determining the amounts owing to the Contractor and shall certify such amounts to the Owner. Such certification shall not expand Engineer's duties and is made for the sole benefit of the Owner and is not intended to be relied upon by others.

2.6.6 Certification by the Engineer to the Owner of an amount owing to the Contractor shall constitute a representation by the Engineer to the Owner that, based on the Engineer's observations at the site and the data comprising the Contractor's Application for Payment, the Work has progressed to the point indicated; that to the best of the Engineer's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated by the Engineer); and that the Contractor is entitled to payment in the amount certified.

2.6.7 Upon written request of the Owner, the Engineer shall furnish to the Owner, with reasonable promptness, written interpretations of the Contract Documents prepared by the Engineer.

2.6.8 The Engineer shall render written recommendations, within reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents. The Engineer shall not be liable for decisions made in good faith in this role of neutral.

2.6.9 The Engineer shall assist the Owner in determining whether the Owner shall reject Work which does not conform to the Contract Documents or whether special inspection or testing is required.

2.6.10 The Engineer shall review and approve, or take appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay.

The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.11 The Engineer shall assist the Owner in preparing Change Orders for the Owner's approval and execution in accordance with the Contract Documents. The Engineer shall recommend to the Owner minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.12 The Engineer shall assist the Owner in conducting one (1) inspection to determine the date of Substantial Completion and one (1) inspection to determine the date of Final Completion and shall review and approve, or take other appropriate action on, the Contractor's list of items to be completed or corrected and shall forward the list to the Owner for final disposition.

2.6.13 The Engineer shall assist the Owner in receiving and forwarding to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Engineer shall issue to the Owner a final certificate in writing with respect to final payment.

2.7 TIME

2.7.1 The Engineer shall commence its Services within five (5) working days of written Notice to Proceed from the Owner and if such Services are interrupted for any reason, the Engineer shall resume such Services within five (5) working days from the Owner's notice to do so.

2.7.2 The Engineer shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Engineer shall submit, for the Owner's approval, a schedule for the performance of the Engineer's services which shall be adjusted as required as the Project proceeds, and which shall include allowances for periods of time required for the Owner's and the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project.

2.7.3 The Engineer will exercise due diligence in the performance of its professional services, but due to the nature of the work, the Engineer cannot guarantee a specific timetable for completion of the Contractor's Work. The Owner waives any right to make any claims against the Engineer for any damages or expenses claims as a result of delays in

the progress of the Work so long as due diligence has been exercised by the Engineer in accordance with Paragraph 5.1, below.

ARTICLE 3 OWNER'S OBLIGATIONS

3.1 The Owner shall designate a representative authorized to act in the Owner's behalf. Owner reserves the right to change representatives as necessary due to availability.

3.2 Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

3.3 The Owner shall provide the Engineer with a program outlining the scope of the Project, the budget and the schedule.

3.4 Furnish Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

3.5 Furnish Engineer with such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services.

3.6 With respect to all information Owner is required to provide or furnish Engineer, as set forth above in Paragraphs 3.2 through 3.5 inclusive, or any other information Owner provides or furnishes to Engineer pertinent to the Project and upon which it is reasonably anticipated Engineer will rely upon, Owner shall notify, in writing, Engineer of all defects, errors, or omissions in such information known by Owner or for which Owner should reasonably have knowledge.

3.7 Arrange for right of entry and safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

3.8 Furnish Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

3.9 Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the

Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

3.10 The Owner shall provide timely input and responses to Engineer with regard to approvals of designs or other inquiries. If the Owner detects any error or omission in Engineer's designs or documents, Owner shall give prompt notice to Engineer of same so that it may be corrected in a timely manner.

3.11 The Owner shall, at the written request of the Engineer, prior to commencement of Engineer's services and thereafter, furnish to the Engineer reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Engineer's services. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Engineer.

3.12 If the Owner requires that any assembly, system, product item of material, or design be included in the Project without (or against) the Engineer's recommendation, or if the Owner selects a contractor, subcontractor, or material fabricator, or any assembly, system, product or item of material, without (or against) the Engineer's recommendation, the Engineer shall have no responsibility for such decision by the Owner or for the performance of such owner-specified items or persons, nor shall the Engineer be required to issue any opinion or certificate with respect to such items or the work of such persons. The Owner shall indemnify and hold the Engineer harmless from all claims, damages, loss and expense, including reasonable attorney's fees and defense costs incurred as a result of any such decision by the Owner.

3.13 In the event that the Owner furnishes the Engineer with documents showing existing conditions, or prior projects or designs for the Engineer's use in connection with the Project, the Owner represents to the Engineer that with regard to all such documents and designs, including the Architectural Works depicted therein, whether in hard copy or on computer disk format (hereafter collectively referred to as the "documents"), the Owner is the true and legal owner, licensee or assignee of the copyrights in and to all such documents and grants Engineer a royalty-free license to copy such documents. Owner recognizes that the use of such documents by Engineer will be at Owner's sole risk and without any liability, risk or legal exposure to the Engineer, and Owner therefore agrees that, to the fullest extent permitted by law, the

Owner will indemnify, defend and hold harmless the Engineer, its subconsultants, and their respective officers, directors, employees and agents from and against any claim of copyright infringement, trademark infringement, unfair competition or other related claim or cause of action brought or asserted by any person or entity claiming to be the lawful owner, assignee or author of such documents, or claiming some other right that has allegedly been violated by the Engineer's use of these furnished documents on this Project.

ARTICLE 4 **PAYMENT**

4.1 LUMP SUM. NOT USED.

4.2 COST PLUS FIXED FEE. Where the basis of compensation to Engineer is cost of work plus fee, hourly rates or other method, such terms shall be set forth in **Exhibit A**, attached hereto.

4.3 REIMBURSABLE EXPENSES.

Reimbursable Expenses include expenses incurred by the Engineer in the interest of the Project, as follows.

4.3.1 Expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approvals of authorities having jurisdiction over the Project.

4.3.2 Expense of reproductions, postage and handling of drawings, specifications, reports and other documents.

4.3.3 Expense of renderings, models and mock-ups requested by the Owner.

4.3.4 Expense of additional insurance coverage or limits, including professional liability insurance, in excess of the requirements of Article 8.

4.3.5 Reimbursable expenses shall be paid at the direct cost of expenses incurred by the Engineer plus a mark-up of 10%.

4.4 Lien Waivers, in a form acceptable to Engineer, shall be furnished if requested by Owner after receipt of each progress payment.

4.5 Applications for monthly progress payments shall be submitted to Owner in writing and shall state the amount of the Engineer's Services that has been performed and expenses incurred during the applicable pay period. Such Applications for

Payment shall be submitted to the Owner on a monthly basis.

4.6 Payments to the Engineer shall be made within thirty (30) days after receipt by the Owner of the Application for Payment. Payment will be credited first to any interest owed to Engineer and then to principal.

4.6.1 If Owner fails to make any payment due Engineer for services and expenses within thirty (30) days after receipt of Engineer's invoice, then:

- a. Amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day;
- b. Intentionally deleted.
- c. Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

4.6.2 If Owner disputes an application for payment, whether monthly progress payment of lump sum payment, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.6.

4.6.3 If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is otherwise entitled under this Agreement.

ARTICLE 5 STANDARD OF CARE

5.1 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5.1.1 Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.1.2 Subject to the standard of care set forth in Paragraph 5.1, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

5.1.3 Engineer and Owner shall comply with applicable Laws and Regulations.

5.1.3.1 Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 5.1, and to the extent compliance is not inconsistent with professional practice requirements.

5.1.3.2 This Agreement is based on laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date to Laws and Regulations;
- b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
- c. changes after the Effective Date to Owner-provided written policies or procedures.

5.1.4 Engineer shall not be required to sign any document, no matter by who requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.1.5 Engineer shall not at any time supervise, direct, control, or have authority over the work of any person or entity performing or supporting construction

activities relating to the Project, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any person or entity performing or supporting construction activities relating to the Project, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of any person or entity (not including Engineer, its employees, agents representatives, and consultants) performing or supporting construction activities relating to the Project to comply with laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, and courts having jurisdiction, applicable to that person or entity's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any person or entity (not including Engineer, its employees, agents representatives, and consultants) performing or supporting construction activities relating to the Project.

5.1.6 Engineer neither guarantees the performance of any person or entity performing or supporting construction activities relating to the Project nor assumes responsibility for any failure to furnish and perform the Work in accordance with the Construction Contract Documents by any person or entity performing or supporting construction activities relating to the Project.

5.1.7 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

ARTICLE 6
ADDITIONAL SERVICES

6.1 If authorized in writing by Owner and agreed to in writing by Engineer, Engineer shall perform services not covered by the Scope of Services under this Agreement and Engineer will be paid for such additional services by Owner. Scope and Fee to be defined and negotiated at the time of service.

6.1.2 If authorized in advance by the Owner, expense of overtime work, requiring higher than regular rates, shall be paid as Additional Services.

6.1.3 The following shall constitute Additional Services, which the Owner may assess to Contractor by a deductive Change Order. However, Engineer looks to Owner for payment, not to Contractor for the following:

a. Review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the parties;

b. Responses to the Contractor's requests for information (RFI) where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

c. After the Construction Documents Phase, preparation for, coordination with, participation in and responding to structured independent review processes, including, but not limited to, value engineering services or evaluation of substitutions proposed by the Contractor, and performance or furnishing of services required to revise studies, reports, final Drawings and Specifications or other applicable documents as a result of such review processes;

d. Repeated shop drawing reviews of the same submittal, after the initial review and one (1) resubmittal (e.g. "Revise and Re-submit");

e. Site visits beyond the number of regularly scheduled site visits that the Engineer has contracted for when such site visits are due to Owners request or Contractor defects in Work or failure to meet the schedule;

f. Substantial completion inspections beyond one (1) initial inspection;

g. Final completion inspections beyond one (1) initial inspection.

ARTICLE 7
USE OF ENGINEER'S DOCUMENTS

7.1 The Engineer shall be deemed the author of all documents and designs created and prepared by the Engineer and shall retain all common law, statutory and other reserved rights, including the copyrights. Subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents and designs created and prepared by the Engineer, the Owner shall be permitted to retain copies, including reproducible copies, of the Engineer's drawings, specifications and other documents for information and reference, subject to the following limitations:

7.1.1 Owner acknowledges that such documents and designs created and prepared by the Engineer are not intended or represented to be suitable for use

on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

7.1.2 Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants;

7.1.3 Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and,

7.1.4 Such limited license to Owner shall not create any rights in third parties.

7.2 The Owner shall not use, modify or assign to others the Engineer's documents or designs on other projects without the Engineer's express written consent.

ARTICLE 8
INSURANCE

8.1 Engineer shall procure and maintain in force, Worker's Compensation Insurance, Commercial General Liability Insurance and Professional Liability Insurance. Owner agrees to look to the proceeds of insurance to satisfy claims against the Engineer and Owner will not hold payment due to the Engineer for claims that are covered by Engineer's insurance. The Engineer's insurance shall be written with limits of liability not less than those set forth below:

<u>TYPE</u>	<u>LIMITS</u>
Workers Compensation	Statutory Amount
Professional Liability	\$1,000,000.
Per Claim and Annual Aggregate	
General Liability:	
Bodily Injury (including death)	
Each Occurrence	\$1,000,000.

Aggregate	\$1,000,000.
Property Damage	
Each Occurrence	\$1,000,000.

Automobile Liability:	
Combined Single Limit	
Each Accident	\$1,000,000.

8.2 The Engineer shall maintain in effect all insurance coverage required under this Agreement at the Engineer's sole expense. All insurance policies shall contain a provision that the coverages afforded thereunder shall not be cancelled, except for non-payment of premium, until at least thirty (30) days prior written notice has been given to the Owner.

ARTICLE 9
INDEMNITY

9.1 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, and courts having jurisdiction, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, and employees, from actual direct losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act, error, or omission of Engineer or those for whom Engineer is legally liable in the performance of professional services in this Agreement. Nothing in this paragraph shall obligate Engineer to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Section 12, "Limitation of Liability."**

9.2 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, court having jurisdiction, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from any damage, liability, cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Owner's negligent acts, errors, or omissions and those for whom Owner is legally liable and arising from the project that is the subject of this Agreement.

9.3 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from any material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to any federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

9.4 The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

9.5 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

9.6 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

ARTICLE 10 DISPUTE RESOLUTION

10.1 In the event a dispute shall arise between the parties to this Agreement, then as a condition precedent to any legal action by either party, the parties agree to participate in at least one session of mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally. The mediation shall be administered by a mutually agreeable mediation service pursuant to mutually agreeable rules and shall be held in Kansas, unless another location is mutually agreed upon.

ARTICLE 11 CONTRACT INTERPRETATION

11.1 This Agreement shall be governed by the law of the state of Kansas.

11.2 The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The invalid provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

11.3 This Agreement is solely for the benefit of the parties hereto and represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, proposals, bids, or agreements, either written or oral.

11.4 No modification or amendment of any of the terms and conditions of this Agreement shall be valid unless agreed to in writing and signed by both parties.

11.5 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 12 LIMITATION OF LIABILITY

12.1 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer, its officers, directors, employees, agents, and sub-consultants, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs or damages

whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) of Engineer, its officers, directors, employees, agents or sub-consultants or any of them, shall not exceed the total compensation actually received by Engineer from Owner under this Agreement, or the sum of \$177,674.00, whichever is greater. The Owner agrees that specific consideration has been given by the Engineer for this limitation and that it is deemed adequate.

**ARTICLE 13
SUSPENSION AND TERMINATION**

13.1 Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Article 4.

13.2 Engineer may, after giving seven (7) days written notice to Owner, terminate this Agreement if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or if Engineer's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Engineer's control. In such event, Engineer shall have no liability to Owner on account of such termination.

**ARTICLE 14
ADDITIONAL TERMS**

None

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

Owner: _____

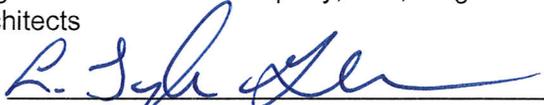
By: _____

Print name: _____

Title: _____

Date: _____

Engineer: Wilson & Company, Inc., Engineers & Architects

By: 

Print name: L. Tyler Glissman

Title: Principal

Date: 6/23/16

None of the parties shall be legally bound by anything contained herein, or any negotiations pursuant hereto, unless and until the parties have agreed to all terms and this document has been executed and delivered by authorized representatives of each party.

EXHIBIT A

SCOPE OF SERVICES

Consultant agrees to the following construction engineering services:

- 1) Adhere to the requirements set forth in the City/State Agreement # 30-16 dated 6-10-16.
- 2) Attend all conferences designated by the Owner.
- 3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
- 4) Become familiar with the standard practices of the Owner, the Contract Documents, and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.
- 5) Furnish all equipment required to accomplish the inspection services and to check or test it prior to use on the Project.
- 6) Provide personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.
- 7) Transmit orders from the Owner and Contractor and provide guidance in the proper interpretation of the Contract Documents.
- 8) Inspect all phases of construction operations to determine the Contractor's compliance with the Contract Documents and to reject such work and materials, which do not comply with the Contract Documents until any questions at issue, can be referred to and be decided by the Owner.
- 9) Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Owner.
- 10) Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.
- 11) Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including the Chief Inspector's diaries.

- 12) Measure and compute all materials incorporated in the work and items of work completed, and maintain an item account record.
- 13) Provide measurement and computation of pay items.
- 14) Submit weekly emails on progress to the Owner.
- 15) Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by the Owner and as are applicable to the Project, which may include:
 - a) Progress Reports
 - b) Weekly statement of working days
 - c) Notice of change in construction status
 - d) Report of field inspection of material
 - e) Test report record
 - f) Contractor pay estimates
 - g) Final certification of materials
 - h) Explanation of quantity variation
 - i) Statement of contract time
 - j) Other reports as required by the Project
- 16) Review, or assist in reviewing, all Contractor submittals of records and reports required by the Owner, as applicable to the Project, which may include:
 - a) Requests for partial and final payment
 - b) Other reports and records as required by the individual Project
- 17) Collect, properly label or identify, and deliver to the Owner all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Subcontractor in the performance of this Agreement, upon completion or termination of this Agreement.
- 18) Provide as-built plans.

SCHEDULE

Anticipated Project Schedule: 100 Working Days

Notice to proceed – September 6, 2016

Begin winter shut down – November 22, 2016

End winter shut down – February 19, 2017

Substantial completion – June 1, 2017

Construction complete – June 16, 2017

EXHIBIT A

Construction Engineering Fee - US-83 Garden City, KS

Summary of Total Direct Payroll Costs
Wilson & Company, Inc., Engineers & Architects

	Hours	Rate	Extension
Administration	36	\$75.00	\$2,700.00
Project Engineer	86	\$41.00	\$3,526.00
CAD Technician	16	\$26.00	\$416.00
Total Direct Payroll Costs			\$6,642.00
B. Salary Related and General Overhead (185.06%)			\$12,291.69
C. Total Payroll plus Overhead			\$18,933.69
D. Net Fee (15%)			\$2,840.00
E. Total Direct Payroll, Overhead and Net Fee			\$21,773.69
F. Direct Expenses			
Mileage	900 miles @ \$0.54 =		\$486.00
Meals	6 days @ \$43/day = nights @ \$87/night		\$258.00
Lodging	0 =		\$0.00
Miscellaneous	1 lump sum =		\$145,942.85
Subconsultant Kirkham Michael (See Attachment A)			
Total Direct Expenses			\$146,686.85
TOTAL COST PLUS NET FEE			\$168,460.54

EXHIBIT A

Supporting Data Sheet
for

ESTIMATE OF ENGINEERING FEE
Wilson & Company, Inc., Engineers & Architects

A. Direct Payroll

Contract Administration

	Work Type	Employee	Hours	Rate	Extension
1	Pre-Construction Conference	a. Project Engineer	8	\$41.00	\$328.00
2	On-Site Testing, Inspection & Contract Documentation	a. Project Engineer	16	\$41.00	\$656.00
3	Final Inspection	a. Project Engineer	8	\$41.00	\$328.00
4	Administration, Supervision and Project Management	a. Administration	36	\$75.00	\$2,700.00
		b. Project Engineer	46	\$41.00	\$1,886.00
5	As-built plans	a. Project Engineer	8	\$41.00	\$328.00
		b. CAD Technician	16	\$26.00	\$416.00
Total Direct Payroll Costs					\$6,642.00

Kirkham, Michael and Associates
Exhibit A

Project Number : 83-28 KA-4278-01 Owner: Garden City
Estimated Work Days: 115 Date: 5/19/2016

MILEAGE

Ellsworth to Site: 165
Plant to Site : 10
Motel to Site : 5

DESCRIPTION OF WORK	DAYS	EMPLOYEE	HOURS	SALARY	EXTENSION
FIELD INSPECTION	13	ENGR	104	\$ 44.38	\$ 4,615.52
	124	TECHS	992	\$ 23.00	\$ 22,816.00
		OVERTIME	186	\$ 34.50	\$ 6,417.00
				Sum	\$ 33,848.52
ON SITE TESTS	0	ENGR	0	\$ 34.50	\$ -
	8	TECHS	64	\$ 23.00	\$ 1,472.00
		OVERTIME	16	\$ 34.50	\$ 552.00
				Sum	\$ 2,024.00
FIELD SURVEY	0	CHIEF	0	\$ 26.00	\$ -
	0	AIDES	0	\$ 16.00	\$ -
				Sum	\$ -
FINAL INSPECTION	1	ENGR	8	\$ 44.38	\$ 355.04
	5	TECHS	40	\$ 23.00	\$ 920.00
				Sum	\$ 1,275.04
CLERICAL	1.5	CLERK	12	\$ 19.25	\$ 231.00
					\$ 37,378.56
TOTAL PAYROLL	14	ENGR	112	\$ 44.38	\$ 4,970.56
	137	TECHS	1096	\$ 23.00	\$ 25,208.00
		OVERTIME	202	\$ 34.50	\$ 6,969.00
	0	CHIEF	0	\$ 26.00	\$ -
	0	AIDES	0	\$ 16.00	\$ -
	1.5	CLERK	12	\$ 19.25	\$ 231.00
			Total	\$ 37,378.56	
SALARY RELATED AND GENERAL OVERHEAD			2.3		\$ 85,970.69
TOTAL PAYROLL PLUS OVERHEAD					\$ 123,349.25
NET FEE					\$ -
TOTAL DIRECT PAYROLL, OVERHEAD AND NET FEE					\$ 123,349.25
DIRECT EXPENSES					
PER DIEM & SUBSISTENCE FOR 108 DAYS @ \$131.00 /DAY					\$ 14,148.00
MILEAGE OF 15640 Miles @ \$0.540 per mile					\$ 8,445.60
TOTAL DIRECT EXPENSES					\$ 22,593.60
TOTAL COST PLUS NET FEE					\$ 145,942.85

G:\Agreements-Proposal-Marketing\Finney County\Garden City\4278-01 CE Estimate w Winter Shutdown.xls

EXHIBIT B

Sub-Consultants

Owner approves of the use of the following sub-consultants by Engineer:

Name

Discipline

Kirkham Michael & Associates Inc.

Civil Engineering & Construction Observation



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Public Utilities Director Muirhead
DATE: July 5, 2016
RE: Bid award to Burtis Motor Company, for one (1) 2016 Ford F-150 Super Crew Cab 4x4 pickup truck.

ISSUE:

The Governing Body is asked to consider and accept the low bid from Burtis Motor Company in the amount of \$34,386.64 for a new 2016 F-150 Super Crew Cab 4x4 pickup truck for the Electrical Division.

BACKGROUND:

Bids were solicited from four (4) dealerships for a 4WD half ton Super Crew Cab pickup on June 16, 2016. We received three (3) bids on June 28, 2016 at 10:00 a.m. CST and opened at the Utility Service Center 140 Harvest Street. The bid tab is as follows:

**CITY OF GARDEN CITY
 4WD HALF TON SUPER CREW CAB**

Bid Tabulation Sheet

Date & Time: Tuesday, 28 June 2016
 Equipment: One (1) 4WD Half Ton Super Crew Cab
 Location: Electric Department

BIDDERS	COST	LESS GOVT DISCOUNT	TOTAL CITY COST	DELIVERY DATE	EXCEPTIONS & COMMENTS
Burtis Motor Company	\$43,915.00	\$12,266.00	\$31,649.00 + \$2,737.64 sales tax \$34,386.64	8-10 wks	2016 Ford F-150 Super Crew Cab 4x4
Western Motor	\$46,610.00	\$12,991.00	\$33,619.00 + \$2,908.04 sales tax \$36,527.04	8 wks	2017 GMC Super Crew Cab 4x4
Legacy Chrysler Dodge	\$37,830.00	\$4,389.00	\$33,441.00 + \$3488 sales tax \$36,929.00	In-stock	2016 Dodge Ram 1500 Quad Cab 4x4

ALTERNATIVES:

- 1) Award the bid from Burtis Motor Company in the amount of \$34,386.64.
- 2) Reject the bid from Burtis Motor Company and direct staff to re bid the vehicle.

RECOMMENDATION:

Staff recommends alternative 1.

FISCAL NOTE:

The funding for this vehicle was budgeted in the 2016 budget - GL code #068-41-411-6100.08 that currently has a balance of \$250,000.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: July 5, 2016
RE: 2016 Vegetation Mowing Applicants

ISSUE:

The Governing Body is asked to consider and approve applications for 2016 Vegetation Mowing for Code Violations.

BACKGROUND:

The Neighborhood & Development Services Department is beginning vegetation mowing for the year ending November 30th at the following rates:

Small Lots - \$30.00/hour

Large Lots - \$70.00/hour

ALTERNATIVES:

1. City Commission may approve all of the applicants.
2. City Commission may approve some of the applicants.
3. City Commission may not approve any of the applicants.
4. City Commission may take no action.

RECOMMENDATION:

Staff recommends Alternative 1; approving all applicants that are eligible to be used on an as-needed basis. The following applicants submitted an application:

Carlos J. Herrada
Tucker J. Schiffelbein

FISCAL NOTE:

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

ATTACHMENTS:

Description	Upload Date	Type
Contract - Carlos Herrada	6/29/2016	Backup Material
Contract - Tucker Schiffelbein	6/29/2016	Backup Material

AGREEMENT FOR VEGETATION MOWING

THIS AGREEMENT FOR VEGETATION MOWING (Agreement) made and entered into this _____ day of July, 2016, between the CITY OF GARDEN CITY, KANSAS, and Carlos J. Herrada

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. TERM. The term of this Agreement shall be for the 2016 weed-grass (vegetation) growing season, commencing on April 15, 2016, and ending on November 30, 2016.

2. SCOPE OF SERVICES. Upon request of City, Contractor shall mow (walk-behind or tractor mower and weed trimming) vegetation determined to be in noncompliance with the Code of Ordinance of City. Contractor must provide required services within seventy-two (72) hours of a request by City. If Contractor is unable to provided services within seventy-two (72) hours of a request, Contractor must notify City so City may procure the services of another mowing contractor, if necessary. Contractor shall be deemed to be vested with the authority of City to enter upon premises to mow vegetation. Contractor shall not breach the peace in the discharge of any duties under this Agreement, and Contractor shall leave or vacate premises if requested to do so by an owner or other person in charge. Contractor agrees to perform all services to the satisfaction of City, and failure to do so shall constitute a breach of this Agreement and render same subject to termination by City as provided in paragraph 10 of this Agreement.

3. PAYMENT. In consideration of the services provided by Contractor, City shall pay to Contractor, the following hourly rates:

The City will pay \$30.00* per hour for Small Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower smaller than 48 inches wide and includes all necessary trimming.

The City will pay \$70.00* per hour for Large Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower larger than 48 inches wide (including brush hogs and tractors) and includes all necessary trimming.

(*Hourly rates are based on total time it takes a firm to complete a job not the number of employees or number/type of equipment being used.)

Contractor shall submit two (2) sets of invoices per month to City and City shall pay Contractor two (2) times per month, based upon the City's normal account paying schedule. Each mowing job performed by Contractor must have its own separate invoice indicating property address, date and time of mowing, and total time and charge. Contractor shall take a digital picture before and after mowing and provide pictures to City in a digital format with invoices.

4. EQUIPMENT/SUPPLIES. Contractor shall provide, at Contractor's expense, all mowing equipment, gasoline, or any other supplies, materials or other items required to perform this Agreement.

5. INDEMNIFICATION. Contractor does hereby covenant and agree to indemnify and save harmless City, its officials, employees or agents from all fines, suits, claims, demands and actions of any kind and nature by reason of any and all accidents or injuries to persons or property, including any employees of

- (c) This Agreement may be amended, changed or modified, only upon the written consent of the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (f) This Agreement is not an exclusive services agreement. City may retain the services of other mowing contractors, if necessary, due to volume of mowing jobs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

By _____
Chris Law, Mayor

ATTEST:

Celyn Hurtado, City Clerk

CONTRACTOR

By _____
Carlos J. Herrada

AGREEMENT FOR VEGETATION MOWING

THIS AGREEMENT FOR VEGETATION MOWING (Agreement) made and entered into this _____ day of July, 2016, between the CITY OF GARDEN CITY, KANSAS, and Tucker J. Schiffelbein

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. TERM. The term of this Agreement shall be for the 2016 weed-grass (vegetation) growing season, commencing on April 15, 2016, and ending on November 30, 2016.

2. SCOPE OF SERVICES. Upon request of City, Contractor shall mow (walk-behind or tractor mower and weed trimming) vegetation determined to be in noncompliance with the Code of Ordinance of City. Contractor must provide required services within seventy-two (72) hours of a request by City. If Contractor is unable to provided services within seventy-two (72) hours of a request, Contractor must notify City so City may procure the services of another mowing contractor, if necessary. Contractor shall be deemed to be vested with the authority of City to enter upon premises to mow vegetation. Contractor shall not breach the peace in the discharge of any duties under this Agreement, and Contractor shall leave or vacate premises if requested to do so by an owner or other person in charge. Contractor agrees to perform all services to the satisfaction of City, and failure to do so shall constitute a breach of this Agreement and render same subject to termination by City as provided in paragraph 10 of this Agreement.

3. PAYMENT. In consideration of the services provided by Contractor, City shall pay to Contractor, the following hourly rates:

The City will pay \$30.00* per hour for Small Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower smaller than 48 inches wide and includes all necessary trimming.

The City will pay \$70.00* per hour for Large Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower larger than 48 inches wide (including brush hogs and tractors) and includes all necessary trimming.

(*Hourly rates are based on total time it takes a firm to complete a job not the number of employees or number/type of equipment being used.)

Contractor shall submit two (2) sets of invoices per month to City and City shall pay Contractor two (2) times per month, based upon the City's normal account paying schedule. Each mowing job performed by Contractor must have its own separate invoice indicating property address, date and time of mowing, and total time and charge. Contractor shall take a digital picture before and after mowing and provide pictures to City in a digital format with invoices.

4. EQUIPMENT/SUPPLIES. Contractor shall provide, at Contractor's expense, all mowing equipment, gasoline, or any other supplies, materials or other items required to perform this Agreement.

5. INDEMNIFICATION. Contractor does hereby covenant and agree to indemnify and save harmless City, its officials, employees or agents from all fines, suits, claims, demands and actions of any kind and nature by reason of any and all accidents or injuries to persons or property, including any employees of

- (c) This Agreement may be amended, changed or modified, only upon the written consent of the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (f) This Agreement is not an exclusive services agreement. City may retain the services of other mowing contractors, if necessary, due to volume of mowing jobs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

By _____
Chris Law, Mayor

ATTEST:

Celyn Hurtado, City Clerk

CONTRACTOR

By _____
Tucker J. Schiffelbein



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: July 5, 2016
RE: New and Renewed Licenses

ISSUE:

The Governing Body is asked to consider and approve licenses for July 5, 2016.

BACKGROUND:

Attached is the list of contractors who have applied for a new or renewal license from Neighborhood & Development Services. All of the contractors on this list have completed the requirements necessary to obtain their license for 2016.

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
July 5 Contractor License	6/29/2016	Backup Material

CONTRACTOR LICENSE AGENDA

July 5, 2016

2016 NEW

CLASS D-M MECHANICAL

Central Consolidated, Inc.

CLASS D-P PLUMBING W/GAS

Central Consolidated, Inc.

Cisco's Plumbing LLC

CLASS E-F FIRE SPRINKLER

Central Consolidated, Inc.

2016 RENEWAL

CLASS A- GENERAL CONTRACTOR

J&L Construction

CLASS E-SOC SPECIALIZED OTHER

Coast to Coast Carports Inc.

Other Entities Minutes



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: July 5, 2016
RE: June 2016 Advisory Board Minutes

ISSUE:

Presentation of the June 21, 2016 meeting minutes for the Police/Citizens Advisory Board meeting held on June 21, 2016.

BACKGROUND:

Attached are the meeting minutes for the Police/Citizens Advisory Board meeting held on June 21, 2016.

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
June 2016 Police Citizens Advisory Board minutes	6/22/2016	Backup Material

Garden City Police Department
Police Citizens Advisory Board
June 21, 2016

Present: Michael D. Utz, Chief of Police; Sergeant Andrew Roush; Mellaina Johnson, Vice Chairperson; Vinh Nguyen; Norma Fuentes; Raquel Arellano; Stan Kennedy; Jeff Starkey.

Not Present: Chuck Allen, Chairperson; Connie Bonwell; Brandon Neeb; Alicia Weber; Alyssa Ralston; Darla Samy

A Motion was made to approve the May 2016 meeting minutes by: Stan Kennedy

Motion was seconded by: Jeff Starkey

Minutes were approved by the board

Chief Utz informed members of an off duty incident. Also discussed was a situation Patrol Officers were involved in where two suspects escalated a routine traffic stop to a critical level in which the suspects were yielding a weapon. Responding Officers did an outstanding job and the situation was contained without incident. The incident was documented on in-car camera recordings.

Chief Utz introduced Raquel Arellano, as the new Administrative Assistant and informed members of the new hires. Megan McFee was hired for communications and Regan Kelley was hired as a patrol officer and is currently in training. Members were advised that there are currently four people at the Academy, three of whom will graduate on July 29.

Chief Utz advised members of the Recognition Ceremony which took place on Tuesday, June 21, 2016. Sgt. Roush, Sgt. Powers and Det. 2nd grade Johnson were awarded the Fifteen Year Tenure pins. Records Supervisor Milligan was promoted to Senior Records Supervisor. Officer Stritt was successful in passing test and appointed as a Field Training Officer, and Officer Larkin completed her two week training and is assigned as Motor Officer. Officer Chris Seeman and Echo completed K9 training.

Chief Utz informed members of the Budget presentation held before the City Commission on June 21, 2016. A brief breakdown of the Budget requests and pending grants were provided to members.

Chief Utz informed members that Fireworks have been approved for discharge from June 27 to July 5, 2016 from 10:30 am to 10:30 pm. The GC Fire Department will be out assisting both the GCPD and the Sheriff's Office educating the public via flyers explaining safety precautions and measures to take during the July 4 celebrations. It was also mentioned that USD 457 would not be allowing discharge of fireworks on their premises.

Chief Utz thanked the members for their attendance and participation.

Mellaina Johnson; Vice Chairperson motioned to adjourn meeting.

Stan Kennedy seconded the motion.

Meeting Adjourned.