



AGENDA
CITY COMMISSION MEETING
Tuesday, September 6, 2016
1:00 PM
City Administrative Center, 301 N. 8th Street

I. Note:

No Pre-Meeting

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

III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

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

A. August 16, 2016 City Commission Minutes

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

VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

A. The Governing Body is asked to consider and approve a request from Angelica Castillo Chappel on behalf of the Community Mexican Fiesta Association to allow the Mayor to proclaim the month of September 14 - October 14, 2016 as Hispanic Heritage Month.

B. The Governing Body is asked to considered and approve a request from Vickie Harshbarger on behalf of Mosaic to allow the Mayor to proclaim the week of September 11, 2016 as Direct Support Professionals Recognition Week.

C. The Governing Body is asked to consider and approve a request from Eric Cenatiempo, on behalf of The Appliance and Furniture Mart for a waiver to the sign and temporary structure requirements from September 7, 2016 - September 19, 2016 at 1117 Fleming Street to hold a tent/sidewalk sale.

VII. REPORT OF THE CITY MANAGER

A. Presentation on the update of the 2016 Downtown Development Program and Funds by Assistant Director Davidson.

B. Presentation of the 2016 Muscular Dystrophy Association (MDA) Boot Block Drive Report.

- C. Presentation of the Monthly Sales Tax Report from Service and Finance.
- D. Presentation of the July 2016 Building Report from Neighborhood & Development Services.
- E. Presentation of the July 2016 Activity Reports from the Garden City Police Department.
- F. Congratulations to City Manager Allen, Assistant to the City Manager Cottrell and Communication & Project Manager Freburg on the occasion of receiving the 2016 President's Service & Safety Award in the Amtrak Champion category for their contributions on the Southwest Chief TIGER Grant team.

VIII. MEETINGS OF NOTE

- September 5-11, 2016 - Garden City Charity Classic / Symetra Tour at Buffalo Dunes Golf Course
- September 7, 2016 - Southwest Kansas Coalition Annual Meeting in Liberal - 6:00 p.m.
- September 9, 2016 - First Responder's Come & Go Luncheon at First Assembly of God Church Fellowship Hall, 11:00 a.m. - 12:30 p.m.
- September 10, 2016 - Community Mexican Fiesta at Stevens Park
- September 15-17, 2016 - Garden City Charity Classic at The Golf Club at Southwind
- September 17, 2016 - Fall Fest 2016, Main Street, Grant Avenue and Stevens Park, 8:30 a.m. - 3:30 p.m.
- September 24, 2016 - A Wild Affair at Lee Richardson Zoo, gates open at 6:00 p.m.
- October 6, 2016 - Diversity Breakfast at the Clarion Inn and Conference Center, 7:30 a.m. - 9:00 a.m.; Multi Cultural Summit 9:30 a.m. - 3:30 p.m.
- October 8-10, 2016 - League of Kansas Municipalities 2016 Annual Conference in Overland Park, Kansas
- October 18, 2016 - Annual State of the City address at the Garden City Area Chamber of Commerce breakfast at the Golf Club at Southwind - 7:30 a.m.
- October 18, 2016 – Black Hills Energy Public Officials dinner at Samy's Spirits and Steakhouse from 6:00 p.m. - 8:00 p.m.
- October 20, 2016 - League of Kansas Municipalities 2016 Regional Supper at the Wheatland Broadband Center, 416 S. Main Street, Scott City, Kansas - 5:30 p.m.
- October 22, 2016 - Boo! At the Zoo, Advance pass gate opens at 4:00 p.m.
- November 5, 2016 - Banner Art Auction, Clarion Inn - 6:30 p.m.
- December 4, 2016 - Downtown Evening Christmas Parade, Main Street - 6:30 p.m.

IX. CONSIDERATION OF APPROPRIATION ORDINANCE

- A. Appropriation Ordinance No. 2418-2016A

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

- A. The Governing Body is asked to consider and approve an ordinance annexing recently acquired City owned property, the Swift Beef parcels.

1. Ordinance No. _____-2016, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A. 12-520(2).
- B. The Governing Body is asked to consider and approve set fees for the Columbarium at Valley View Cemetery.
1. Ordinance No. _____-2016, an ordinance establishing fees related to Columbariums at Valley View Cemetery in the City of Garden City, Kansas; creating new Code Section 42-211.

XI. OLD BUSINESS

XII. NEW BUSINESS

- A. The Governing Body is asked to consider and approve a Lease Agreement with Transportation Partners and Logistics, LLC, for the recently acquired Swift Beef property.
- B. The Governing Body is asked to consider and approve terminating the operating agreement between the City and the Garden City Recreation Commission for The Big Pool.
- C. The Governing Body is asked to consider and approve the purchase of water rights and property from Roger and Deborah Jarmer.
- D. The Governing Body is asked to consider a joint Community Health Advisory Board for Garden City, Finney County, & Holcomb.
- E. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship.
- F. ***Consent Agenda for approval consideration:***

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

1. The Governing Body is asked to consider and approve the bid from Terex Utilities in the amount of \$183,275.66 for specialized limited access equipment.
2. The Governing Body is asked to consider rejecting all bids that were received on August 31, 2016 for the 7th Street waterline replacement project. PEC Project # 35-1602223-000-0951.
3. The Governing Body is asked to consider and approve a temporary Cereal Malt Beverage license for Samy's Spirits and Steakhouse.

XIII. CITY COMMISSION REPORTS

- A. Commissioner Cessna

B. Commissioner Dale

C. Commissioner Doll

D. Commissioner Law

E. Mayor Fankhauser

XIV. OTHER ENTITIES

- A. Presentation of the August, 2016 agenda and the July, 2016 approved minutes from the Community Health Advisory Board meeting.
- B. Presentation of the August 2016 Police Citizen Advisory Board Meeting Minutes.

XV. ADJOURN

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
August 16, 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, August 16, 2016 with all members present. Commissioner Fankhauser opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

Commissioner Fankhauser moved to approve a request by the Garden City Fire Department personnel request waiver of Code Section 62-15, Unlawful Solicitation, to allow for department personnel to collect donations for the Muscular Dystrophy Association Boot Block on August 28, 2016 from 9:30 a.m. to 3:00 p.m. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve a request from Angelica Castillo Chappel, President of the Community Mexican Fiesta, to waive the sign fees and to place a 4' x 6' sign at the southeast corner of Lewis Automotive at Campus Drive and Fulton Street, at the northwest corner of Stevens Park and on the south side of Mary Street at the GCHS entrance for the two weeks prior to September 10, 2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve and allow the Mayor to proclaim September 1, 2016 as Charles "Chuck" Bouilly Day in Garden City. Congratulations on your retirement, Chuck! 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

Finance Director Hitz presented the new City Interactive Voice Response payment service. This service is scheduled to begin September 1, 2016.

Court and Defendant Coordinator Kuhlmann provided a presentation on the Municipal Court.

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

Staff provided items of information for Governing Body review including the following: from Director of Aviation Powell the monthly activity report, from Finance Director Hitz the monthly financials, from Fire Chief Shelton, the monthly activity report, from Police Chief Utz the monthly activity reports and from Zoo Director Newland the staff report.

Meetings of note:

- August 19, 2016 – Dedication of Carolos Bribiesca Basketball Courts at Finnup Park at 9:00 a.m.; 3 on 3 Basketball tournament to follow at 6:00 p.m.
- August 20, 2016 - Downtown Vision's 2016 Banner Art Walk, 4:00-6:30 p.m.; Reception at GC Arts, 6:30-8:00 p.m.
- August 26-28, 2016 – Tumbleweed Festival on the West Green at Lee Richardson Zoo

- August 27, 2016 - Garden City Area Chamber of Commerce 10th Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
- August 30, 2016 – Town Hall Meeting in the Commission Chambers at the City Administrative Center at 7:00 p.m.
- September 5 - 11, 2016 - Garden City Charity Classic / Symetra Tour at Buffalo Dunes Golf Course
- September 10, 2016 – Community Mexican Fiesta at Stevens Park
- September 15-17, 2016 - Garden City Charity Classic at The Golf Club at Southwind
- September 17, 2016 - Fall Fest 2016, Main Street, Grant Avenue and Stevens Park - 8:30 a.m. - 3:30 p.m.
- September 24, 2016 - A Wild Affair at Lee Richardson Zoo, gates open at 6:00 p.m.
- October 6, 2016 - Diversity Breakfast at the Clarion Inn and Conference Center, 7:30 a.m. -9:00 a.m.; Multi Cultural Summit 9:30 a.m. - 3:30 p.m.
- October 8-10, 2016 – League of Kansas Municipalities 2016 Annual Conference in Overland Park, Kansas
- October 22, 2016 - Boo! At the Zoo, Advance pass gate opens at 4:00 p.m.
- November 5, 2016 - Banner Art Auction, Clarion Inn - 6:30 p.m.
- December 4, 2016 - Downtown Evening Christmas Parade, Main Street - 6:30 p.m.

Appropriation Ordinance No. 2417-2016, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,756,780.79 was read and considered section by section. Commissioner Fankhauser moved to approve and pass Appropriation Ordinance No. 2417-2016. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered the Standard Traffic Ordinance (STO) and Uniform Public Offense Code (UPOC) for 2016.

Ordinance No. 2730-2016, “AN ORDINANCE REGULATING PUBLIC OFFENSES WITH THE CORPORATE LIMITS OF THE CITY OF GARDEN CITY, KANSAS; INCORPORATING BY REFERENCE THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, EDITION 2016, WITH CERTAIN OMISSIONS, ADDITIONS OR CHANGES; AMENDING CODE SECTION 62-2; REPEALING EXISTING CODE SECTION 62-2; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2730-2016. 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

Ordinance No. 2731-2016, “AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF GARDEN CITY, KANSAS; INCORPORATING BY REFERENCE THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, EDITION 2016, WITH CERTAIN OMISSIONS, ADDITIONS, OR CHANGES; PRESCRIBING ADDITIONAL REGULATIONS; PROVIDING CERTAIN PENALTIES; AMENDING CODE SECTION 86-2; REPEALING EXISTING CODE SECTION 86-2; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2731-2016. 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

The Governing Body considered amendments and additions to Section 62-17, Use or Possession of Marijuana.

Ordinance No. 2732-2016, “AN ORDINANCE PROHIBITING THE USE OR POSSESSION OF MARIJUANA AND ESTABLISHING PENALTIES THEREFOR IN THE CITY OF GARDEN CITY, KANSAS; AMENDING CURRENT CODE SECTION 62-17; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2732-2016. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered the low bid for the General Obligation Bonds which were received on August 16th at 11:00 a.m. Financial Advisor Bret Shogren and Bond Counsel Mary Carson presented the bids. An Ordinance and Resolution authorizing the bonds were presented for consideration and approval.

Ordinance No. 2733-2016, “AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, AUTHORIZING ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES A, 2016, IN THE PRINCIPAL AMOUNT OF \$2,000,000, TO FINANCE COSTS OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS; AND MAKING COVENANTS WITH RESPECT TO THE BONDS” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2733-2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2661-2016, “A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF THE CITY OF GARDEN CITY GENERAL OBLIGATION BONDS, SERIES A, 2016, IN THE PRINCIPAL AMOUNT OF \$2,000,000, AS PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 2733-2016 OF THE CITY; MAKING COVENANTS AND AGREEMENTS PROVIDING THE PAYMENT AND SECURITY OF BONDS; AUTHORIZING RELATED DOCUMENTS AND ACTIONS” was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2661-2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered a Resolution of Intent to Issue Industrial Revenue Bonds (IRB) for Phase 1 of the Ranch House Senior Living, LLC development, a senior housing complex at 2802 N. Campus Drive. Bond Counsel Mary Carson reviewed the IRB process and discussed the draft Payment in Lieu of Taxes agreement.

Resolution No. 2662-2016, “A RESOLUTION STATING THE INTENT OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE PRINCIPAL AMOUNT OF \$20,000,000 TO PAY COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL FACILITIES WITHIN THE CITY (RANCH

HOUSE SENIOR LIVING, LLC PROJECT - PHASE 1).” was read and considered section by section. Commissioner Cessna moved to approve Resolution No. 2662-2016. 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

The Governing Body considered a request for annexation from T P & L Management Solutions.

Ordinance No. 2734-2016, “AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(a)(7)” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2734-2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2735-2016, “AN ORDINANCE ESTABLISHING REGULATIONS FOR THE OPERATION OF CEMETERIES OWNED BY THE CITY OF GARDEN CITY, KANSAS; AMENDING CURRENT CODE SECTIONS 30-33, 30-34, 30-38, 30-39, 30-41, 30-43, 30-49, 30-53, 30-76 AND 30-80; REPEALING CURRENT CODE SECTIONS 30-33, 30-34, 30-38, 30-39, 30-41, 30-43, 30-49, 30-53, 30-76 AND 30- 80; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2735-2016. 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

Ordinance No. 2736-2016, “AN ORDINANCE ESTABLISHING FEES AND REGULATIONS FOR A COLUMBARIUM AT VALLEY VIEW CEMETERY IN THE CITY OF GARDEN CITY, KANSAS; CREATING NEW CODE SECTIONS 30-58 AND 30-59; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Dale moved to approve Ordinance No. 2736-2016. 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

The Governing Body considered bids received August 10, 2016 for the US-83 widening and access road project related to the Meadowlark Dairy Nutrition plant. Troy Sporer with Sporer Land Development addressed the Governing Body regarding the previous bid being publicly disclosed.

Commissioner Fankhauser moved to approve the low base bid and Alternate #2 and award the contract to APAC-Kansas, Inc., Shears Division for \$1,418,856.00.

Bid Item	Engineer's Estimate	Sporer Land Development,	APAC-Kansas, Inc., Shears Div.	Mayan Construction, Inc
Base Bid Total	\$784,247.40	\$778,900.45	\$768,688.35	\$1,573,345.29
Bid Alternate No. 1 Total	\$609,813.00	\$571,615.50	\$582,770.90	\$801,387.40
Base Bid + Bid Alternate No.1 Total	\$1,394,060.40	\$1,350,515.95	\$1,351,459.25	\$2,374,732.69
Bid Alternate No. 2 Total	\$688,953.00	\$661,143.50	\$650,167.65	\$1,097,563.90
Base Bid + Bid Alternate No.2 Total	\$1,473,200.40	\$1,440,043.95	\$1,418,856.00	\$2,670,909.19

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve a Memorandum of Understanding between the City of Garden City and Legacy Motors, LLC identifying both parties' intention to use a one-time cash payment of \$450,098 (payable at the time of the issuance of a certificate of occupancy) in lieu of participation in the Neighborhood Revitalization Program for a new car dealership project. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve a real estate purchase contract for property located at 102 South J.C. Street, Lot 6, Block 1, Western Land Addition. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved to reappoint Vicki Germann to serve on the Traffic Advisory Board from July 2016 – July 2019. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the following:

1. The Governing Body considered and approved the purchase of one Pierce 2017 Velocity 100-foot platform truck at a cost of \$1,203,473.31 from Pierce Manufacturing through the Fire Rescue Group Purchasing Organization (GPO).
2. The Governing Body considered and approved the following Quit Claim Deeds.
 - a. Quit Claim Deed from heirs of Mr. & Mrs. Vernon Lowell McGraw transferring Spaces 1 & 2, Lot 23, Zone D, at Valley View Cemetery to Jolene Baker.
 - b. Quit Claim Deed from heirs of Mr. & Mrs. Vernon Lowell McGraw transferring Spaces 3 & 4, Lot 23, Zone D, at Valley View Cemetery to Doyle McGraw.

- c. Quit Claim Deed from heirs of Mr. & Mrs. Vernon Lowell McGraw transferring Spaces 5 & 6, Lot 23, Zone D, at Valley View Cemetery to Douglas McGraw.
- d. Quit Claim Deed from heirs of William Mangan, Kenneth and Ronald Mangan, transferring Spaces 1 & 4, Lot 322, Zone A, at Valley View Cemetery to Roger Dimitt.

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser stepped down from the bench, citing a conflict of interest.

Commissioner Cessna moved to approve a purchase agreement for 302 N. 6th Street. 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	Abstained	Yea

Commissioner Fankhauser rejoined the Commission at the bench.

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 Fankhauser congratulated Chuck Bouilly on his retirement and wished him well. Commissioner Fankhauser commented that the Traffic Study presentation was good and thanked staff for all their work on the study.

Commissioner Cessna thanked Garden City Police Department for their work on the first day of school enforcing school zones and directing traffic where needed and also thanked the Street Department for their work repainting the school crosswalks. Commissioner Cessna commented that National Night Out was a huge success with lots of neighborhood parties and that he enjoyed riding along with police officers. Commissioner Cessna reminded everyone that school has started and asked everyone to slow down while driving the streets of Garden City. Commissioner Cessna stated it was great to see the changes that have taken place in the Municipal Court area and appreciates all the hard work of the staff in that department.

Commissioner Dale thanked Public Works Director Curran for the review of the Traffic Study and stated it will be interesting to take that to the CIP committee and to see what their input will be. Commissioner Dale gave a special thank you to the City staff that helps to support the City Commission and reiterated that the City staff is the

greatest resource. Commissioner Dale challenged more neighborhoods to hold block parties next year for National Night Out.

Commissioner Doll enjoyed Public Works Director Curran's presentation on the Traffic Study. Commissioner Doll thanked Court and Defendant Coordinator Kuhlmann and staff for finding ways to save the City money and to be more efficient at work.

Mayor Law commented that he enjoyed riding along with Officer Vigil on National Night Out and that he was a fine young man. Mayor Law stated the Traffic Study has some great ideas and he enjoyed hearing the presentation. Mayor Law mentioned that he enjoyed attending the International Rescue Committee which is a program that is intended to help refugee community members in their relocation to Garden City.

Petitions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 6, 2016
RE: 2016 Hispanic Heritage Month proclamation

ISSUE:

The Governing Body is asked to consider and approve a request from Angelica Castillo Chappel on behalf of the Community Mexican Fiesta Association to allow the Mayor to proclaim the month of September 14 - October 14, 2016 as Hispanic Heritage Month.

ATTACHMENTS:

Description	Upload Date	Type
2016 Hispanic Heritage Month proclamation	9/1/2016	Backup Material

PROCLAMATION

WHEREAS, On the night of September 15, 1810, Father Miguel Hidalgo y Costilla of Dolores in Guanajuato, Mexico, gave the signal for his people to rise up in arms and free themselves from Spain; and

WHEREAS, After a long and weary revolutionary struggle, Mexico was established as a free and independent nation in 1821; and

WHEREAS, United Mexican States has since grown in stature and importance to be one of the leading independent nations of the Western Hemisphere, adding the richness of its culture and heritage to Kansas through the state's many citizens of Mexican ancestry; and

WHEREAS, The celebration of freedom and independence is a tribute to the achievements which have made possible a way of life for the people as individuals in a free society; and

WHEREAS, We are proud to celebrate 90 years of the Community Mexican Fiesta celebration in Garden City which is a tradition that has provided cultural richness to our community; and

WHEREAS, Garden City residents who are of Hispanic heritage have had an opportunity to rejoice in celebrating and utilizing Hispanic American cultural traditions; and

WHEREAS, Hispanics have contributed their interests, dedication, and accomplishments in promoting the economic and social growth to Garden City.

NOW, THEREFORE, BE IT RESOLVED, that I, Chris Law, Mayor of the City of Garden City, Kansas, do hereby proclaim the Month of September 14th to October 14th 2016 as:

HISPANIC HERITAGE MONTH

In Garden City, and urge all residents of the city to join in this observance.

SIGNED AND SEALED this 6th day of September, 2016.

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 6, 2016
RE: 2016 Direct Support Professionals Recognition

ISSUE:

The Governing Body is asked to considered and approve a request from Vickie Harshbarger on behalf of Mosaic to allow the Mayor to proclaim the week of September 11, 2016 as Direct Support Professionals Recognition Week.

ATTACHMENTS:

Description	Upload Date	Type
2016 Direct Support Professionals Recognition	9/2/2016	Backup Material

PROCLAMATION

WHEREAS, the week of September 11, 2016, has been designated as “National Direct Support Professionals Recognition Week” in order to celebrate and recognize professionals who provide support to millions of individuals with intellectual and developmental disabilities; and

WHEREAS, this celebration recognizes the dedication and vital role of direct support professionals in enhancing the lives of individuals with disabilities of all ages; and

WHEREAS, the community plays a role in lifting up direct support professionals as integral in supporting the needs of people with disabilities and their families through service systems across the United States; and

WHEREAS, the goals of this city properly give recognition to those who directly help people with disabilities gain full access to housing, employment and the recreation activities which help create productive and satisfying lives, and to live as independently as possible.

NOW, THEREFORE, I, Chris Law, Mayor of the City of Garden City, Kansas, do hereby proclaim the week of September 11, 2016 as

DIRECT SUPPORT PROFESSIONALS RECOGNITION WEEK

in Garden City, Kansas and call upon the citizens to observe the week with appropriate programs and activities. Furthermore, I encourage the citizens of Garden City to seek information from those organizations with expertise in matters concerning professionals who support individuals with intellectual and development disabilities.

SIGNED AND SEALED this 6th day of September, 2016.

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 6, 2016
RE: 2016 Appliance and Furniture Mart request

ISSUE:

The Governing Body is asked to consider and approve a request from Eric Cenatiempo, on behalf of The Appliance and Furniture Mart for a waiver to the sign and temporary structure requirements from September 7, 2016 - September 19, 2016 at 1117 Fleming Street to hold a tent/sidewalk sale.

BACKGROUND:

None.

ALTERNATIVES:

1. Approve the waiver to the sign and temporary structure requirements.
2. Deny the request.

RECOMMENDATION:

Staff recommends Alternative 1.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
2016 Appliance and Furniture Mart request	9/1/2016	Backup Material



Special Event Request

301 N 8th Street
 PO Box 998
 Garden City, KS 67846
 620-276-1130

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

*License Required

**Parade Application Required

August 1, 2016

Today's Date

The Appliance & Furniture Mart Tent Sale/Sidewalk Sale

Name of Event (if applicable)

Wednesday, Sept 7th - Monday, Sept 19th

Date of Event

1117 Fleming (front parking lot)

Location of Event

business hours 8:00 a.m. - 6:00 p.m.

Start and End Time of Event

Tent sale/sidewalk sale

Purpose of the Event

Eric Cenatiempo

1117 Fleming, GC

620-275-4197

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)		Electricity Access	n/a
Additional Request/Remarks	Tent will be set up on 9/7 and taken down on 9/19 - Actual event is 9/10-9/18, Waive sign and temporary structure requirements				

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

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

RESOLUTION NO. 2435-2011

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

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

Request on file

Signature

August 14, 2015

Date

<i>For office use only</i>		GC Downtown Vision	n/a
Police	Capt. Reagle 8/10/2016	Electric	n/a
Fire	Chief Shelton 8/1/2016	Public Works	SC 8/1/2016
Inspection		Parks/Grounds	n/a
City Manager/Commission		Application Received by	Raelene Stoecklein 8/1/2016

Report of the City Manager



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: September 6, 2016
RE: 2016 Downtown Development Fund Update

ISSUE:

Presentation on the update of the 2016 Downtown Development Program and Funds by Assistant Director Davidson.

BACKGROUND:

Staff would like to update the Governing Body on the current status of the Downtown Development Fund (DDF) for 2016. To date, there have been eight (8) awardees of the Fund in 2016. All of the projects are progressing. Attached is a chart detailing the amount awarded and progress of each project since the inception of the Downtown Development Fund.

With the last awards being granted on June 7, 2016, the 2016 balance was at zero. However, staff has been approached by Max Miller, regarding his award for 325 N. Main Street. On June 7, 2016, Mr. Miller was awarded \$33,646.40 for his remodeling project. Since this time he has decided to forfeit this award. Attached is a signed letter by Mr. Miller declining the award. With this forfeiture, new balance for the Fund will be \$33,646.40.

ALTERNATIVES:

No action is necessary.

RECOMMENDATION:

No recommendation is necessary.

FISCAL NOTE:

With acceptance of this forfeiture, the DDF will have a balance of \$33,646.40. This fund is funded by the General Fund.

ATTACHMENTS:

Description	Upload Date	Type
Forfeiture letter from Max Miller	9/1/2016	Backup Material
Downtown Development Progress Chart	9/1/2016	Backup Material

Max Miller
2011 Fleming St.
Garden City, KS 67846

August 23, 2016

Garden City Governing Body
201 N. 8th Street
Garden City, KS 67846

Dear Commissioners:

On June 7th, 2016, the Governing Body awarded me \$33,646.40 from the Downtown Development Fund to update my building located at 325 N. Main Street. While I am grateful for this opportunity to use these funds to help revitalize our downtown, at this time, I must respectfully decline this award. Thank you again for this opportunity.

Respectfully,


Max Miller



DOWNTOWN DEVELOPMENT FUND PROGRESS CHART

Downtown Development Fund - 2015 Applicants								
App. Date	Owner Name	Address	Presented to City Commission	Approved Y/N	Total Value	Amount Requested	Amount Approved	Status Comments
10/13/2015	116 E Laurel, LLC (Hutton)	116 E Laurel	12/1/2015	Y	\$ 300,000.00	\$240,000.00	\$50,000.00	COMPLETE
10/15/2015	Panchita's Rentals, LLC (Elva Madrid)	407 N 8th St.	12/1/2015	Y	\$ 26,000.00	\$ 20,800.00	\$20,800.00	COMPLETE
10/22/2015	Garnand Funeral Home, Inc.	412 N 7th St	12/1/2015	Y	\$ 640,000.00	\$512,000.00	\$50,000.00	COMPLETE
11/10/2015	Margaret Thayer Phlieger Rev. Trust	314 N Main St	12/1/2015	Y	\$44,000 - \$50,000	\$ 35,200.00	\$35,200.00	Under Construction
11/30/2015	Michael, Janis, Frank Gian	214 & 216 Main	2/16/2016	Y	\$ 213,200.00	\$170,560.00	\$50,000.00	Forfeiture of Funds on
Downtown Development Fund - 2016 Applicants								
App. Date	Owner Name	Address	Presented to City Commission	Approved Y/N	Total Value	Amount Requested	Amount Approved	Status Comments
2/23/2016	Martin & Judith Nusser	312 N 8th St	3/15/2016	Y	\$ 160,000.00	\$128,000.00	\$50,000.00	COMPLETE
3/9/2016	Gene & Cherie Davis	426 N Main St	4/5/2016	Y	\$ 39,600.00	\$ 31,680.00	\$31,680.00	Under Construction
3/17/2016	Lisa Harris (Streeter Cleaners)	628 N 8th St	4/5/2016	Y	\$ 53,942.00	\$ 43,153.60	\$43,153.60	COMPLETE
4/2/2016	GMCN Group, LLC	115 E Laurel St	6/7/2016	Y	\$ 41,905.00	\$ 33,520.00	\$33,520.00	Under Construction
5/17/2016	Hector Gutierrez	1301 W Maple	6/7/2016	Y	\$ 88,210.00	\$ 70,568.00	\$50,000.00	Under Construction
6/1/2016	Max Miller	309 N Main St	6/7/2016	Y	\$ 134,888.00	\$107,910.00	\$50,000.00	Bldg. Permit Not Issued
6/1/2016	Max Miller	325 N Main St	6/7/2016	Y	\$ 69,324.00	\$ 55,459.00	\$33,646.40	8.11.16 Max Miller will
8/2/2016	Michael & Alicia Gian	214 & 216 Main	8/2/2016	Y	\$ 67,535.00	\$ 54,028.00	\$50,000.00	Under Construction

NEIGHBORHOOD &
DEVELOPMENT
SERVICES
SERVING
GARDEN CITY
HOLCOMB
AND
FINNEY COUNTY
620-276-1170

INSPECTIONS
620-276-1120

CODE COMPLIANCE
620-276-1120

NEIGHBORHOOD &
DEVELOPMENT
SERVICES
620-276-1170

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



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Allen Shelton, Fire Chief
DATE: September 6, 2016
RE: Fire Department 2016 MDA Boot Block Drive

ISSUE:

Presentation of the 2016 Muscular Dystrophy Association (MDA) Boot Block Drive Report.

BACKGROUND:

Garden City Fire Department participated in the Muscular Dystrophy Association (MDA) Boot Block Drive Sunday, August 28, 2016. Seventeen department personnel manned three locations collecting donations.

This years event proved to be successful as donations totaled \$8,715.42. This was an increase of \$1,283.23 from the 2015 amount of \$7,432.19.

Thank you to the generosity of the citizens of Garden City and the surrounding communities.

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

Staff Reports



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Service and Finance
DATE: September 6, 2016
RE: Monthly Sales Tax Report - August 2016

ISSUE:

Presentation of the Monthly Sales Tax Report from Service and Finance.

BACKGROUND:

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

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Monthly Sales Tax Report - August	8/25/2016	Backup Material

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

MONTH RECEIVED	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
JANUARY	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987	207,262	300,664	307,037
FEBRUARY	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048	244,277	362,832	358,531
MARCH	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757	200,357	290,207	301,101
APRIL	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735	202,588	302,975	303,689
MAY	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	215,823	225,522	329,154	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	330,600
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	303,152
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>2,527,550</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	551,396
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	535,506
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>4,371,086</u>
PERCENTAGE CHANGE	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	4.33%	



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: September 6, 2016
RE: July 2016 Building Report from Neighborhood & Development Services

ISSUE:

Presentation of the July 2016 Building Report from Neighborhood & Development Services.

BACKGROUND:

Attached is the Neighborhood & Development Services Building Report for July 2016.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
July 2016 Building Report	8/31/2016	Backup Material

Neighborhood & Development Services

Building Report

July 2016





Council district	Permit type	address	amount	value	purpose	structure	Project description
Finney County	BUILDING PERMIT	1135 TBONE	381	60000	Building	SF Residential Includes Modular	INSTALL A MOBILE HOME
Finney County	BUILDING PERMIT	1604 GRANDVIEW EAST	105	19000	Building	Residential Remodel	TEAR OFF ONE LAYER OF ROOF AND REPLACE W/COMP SHINGLES (46 SQUARES)
Finney County	PLUMBING	3880 West JONES	42	1000	Plumbing	Residential Remodel	INSTALL WATER SERVICE LINE
Finney County	BUILDING PERMIT	712 South 83 FRONTAGE Road	42	2100	Building	Commercial/Industrial Remodel	6' CHAIN LINK FENCE W/2' BARB WIRE ON TOP - Locate fence 1 foot or more away from power poles on the south property line.
Finney County	BUILDING PERMIT	1808 GRANDVIEW EAST	69	5000	Building	Residential Remodel	STORAGE SHED - SHED MUST BE 10' FROM OTHER STRUCTURES
Finney County	BUILDING PERMIT	820 DONNA	118	8300	Building	Residential Remodel	REMOVE/REPLACE ROOF WITH COMP SHINGLES (31 SQUARES)
Finney County	BUILDING PERMIT	835 TOWNS	118	9000	Building	Residential Remodel	REMOVE/REPLACE ROOF WITH COMP SHINGLES (35 SQUARES)
Finney County	BUILDING PERMIT	1605 GRANDVIEW EAST	118	12900	Building	Residential Remodel	REMOVE/REPLACE ROOF W/COMP SHINGLES (50 SQUARES)
Finney County	BUILDING PERMIT	110 CAMBRIDGE	118	9700	Building	Residential Remodel	REMOVE/REPLACE ROOF W/COMP SHINGLES (38.63 SQUARES)
Finney County	BUILDING PERMIT	110 WINCHESTER	118	6200	Building	Residential Remodel	REMOVE/REPLACE ROOF W/COMP SHINGLES (24 SQUARES)
Finney County	BUILDING PERMIT	960 TOWNS	56	4800	Building	Residential Remodel	TEAR OFF CURRENT ROOF AND RE-ROOF
Finney County	BUILDING PERMIT	2255 West SEVEN MILE	143	8500	Building	Commercial/Industrial Remodel	18' X 24' STORAGE SHED
Finney County	BUILDING PERMIT	203 GRANDVIEW Circle	239	50000	Building	Residential Remodel	HOME REMODEL

Finney County	BUILDING PERMIT	910 TOWNS	69	3800	Building	Residential Remodel	REMOVE/REPLACE ROOF W/COMP SHINGLES (24 SQUARES)
Finney County	MECHANICAL	14470 South COUNTY ROAD 14	105	7800	Mechanical	Residential Remodel	REPLACE AIR HANDLER AND AIR CONDITIONER - FLAG #425087
Finney County	BUILDING PERMIT	5762 CRESTVIEW	131	12700	Building	Residential Remodel	INSTALL 1997 MOBILE HOME - New setback requirements due to 15' easement along east side of lot. Driveway will need to be graveled.
Finney County	ELECTRICAL	1062 RIDGE	42	1800	Electrical	Residential Remodel	NEW ELECTRICAL SERVICE LINE TO HOME (UNDERGROUND)
Finney County	BUILDING PERMIT	910 COWGILL	437.5	55000	Building	Residential Remodel	GARAGE RENOVATION
Finney County	BUILDING PERMIT	2500 SIXTEEN MILE Road	144	13400	Building	Residential Remodel	GARAGE CONSTRUCTION - Garage must be 10' away from all other structures and will need 4" slab with 6 x 6 wire mesh for floor. No electrical work covered on this permit.
Finney County	BUILDING PERMIT	2698 FINNEY SCOTT Road	156	25000	Building	Commercial/Industrial Remodel	ADDITION OF 4 ANTENNAS, RRU'S, 1 SURGE PROTECTION UNIT, 3 SECTOR FRAMES AND ASSOCIATED EQUIPMENT ON EXISTING 300' TOWER
Finney County	ELECTRICAL	1003 MASSEY FERGUSON	29	400	Electrical	Commercial/Industrial Remodel	INSTALL 3 R.V. HOOKUPS - Received waiver from County Commission for 3 R.V.'s only.
Finney County	BUILDING PERMIT	6182 OLD POST	55	1900	Building	Residential Remodel	REPLACE SHINGLES
Finney County	MECHANICAL	11130 East SEVEN MILE	143	16000	Mechanical	Commercial/Industrial Remodel	INSTALLATION OF 2 NEW BARD WALL-MOUNT UNITS
Finney County	PLUMBING	1003 MASSEY FERGUSON	45	500	Plumbing	Commercial/Industrial Remodel	RUN NEW WATER LINES TO 3 R.V. HOOKUPS - For 3 R.V.s only. Have to have a separate line, will not be able to use the house line to supply, Ok to have one meter for all three or 3 separate meters.
Finney County	BUILDING PERMIT	2701 West MARY	118	25000	Building	Residential Remodel	SHED 80X40
Finney County	MECHANICAL	4685 West TENNIS	118	7000	Mechanical	Residential Remodel	REPLACE FURNACE & A/C SYSTEM
Finney County	BUILDING PERMIT	3835 SCHULMAN	144	21000	Building	Residential Remodel	CONSTRUCT 48' X 33' GARAGE - Must be elevated 1 foot, but not more than 1'.
Finney County	MECHANICAL	3060 KATHRYN	42	2600	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER - FLAG #425584
Finney County	BUILDING PERMIT	2295 South OLD HWY 83	118	14000	Building	Residential Remodel	REPAIR/REPLACE CONCRETE ON PATIO, SIDEWALKS AND STEPS
Finney County	BUILDING PERMIT	755 South Farmland Road	533.5	85000	Building	Commercial/Industrial Remodel	ADD PITCHED ROOF ON BUILDING
Finney County	BUILDING PERMIT	575 DONNA	118	10000	Building	Residential Remodel	REMOVE/REPLACE ROOF W/COMP SHINGLES (42 SQUARES)
Finney County	ELECTRICAL	2295 South OLD HWY 83	42	1000	Electrical	Residential Remodel	REPLACE ELECTRICAL PANELS AND INSTALL GFCI OUTLETS

Finney County	BUILDING PERMIT	1173 COUNTY ROAD 10	143	25000	Building	Commercial/Industrial Remodel	ADDITION OF FOUR (4) ANTENNAS, FOUR (4) RRU'S, ONE (1) SURGE PROTECTION UNIT AND ASSOCIATED EQUIPMENT ON EXISTING 300' TOWER
Finney County	BUILDING PERMIT	1712 GRANDVIEW EAST	118	22000	Building	Residential Remodel	REMOVE/REPLACE ROOF
Finney County	BUILDING PERMIT	3975 BELL Court	467.5	85000	Building	Residential Remodel	ADDITION TO GARAGE - CANNOT BE USED AS A BUSINESS OR FOR COMMERCIAL PURPOSES



Council district	Permit type	address	amount	value	purpose	structure	Project description
Garden City	BUILDING PERMIT	2120 BUFFALO HGHTS	200	30000	Building	Residential Remodel	ENCLOSE PATIO, ENLARGE KITCHEN
Garden City	BUILDING PERMIT	1702 LABRADOR	29	1200	Building	Residential Remodel	10 x 8 SHED
Garden City	PLUMBING	101 West MAPLE	32	800	Plumbing	Commercial/Industrial Remodel	INSTALL 40 GALLON WATER HEATER
Garden City	ELECTRICAL	1803 East LAUREL	130	9000	Electrical	Residential Remodel	REMOVE METERS FROM GCCC NEW APARTMENTS FOR PRIMARY METERING
Garden City	PLUMBING	5575 North BIG LOWE	42	800	Plumbing	Residential Remodel	INSTALL 30 GALLON NG WATER HEATER
Garden City	MECHANICAL	919 ZERR	32	2800	Mechanical	Commercial/Industrial Remodel	CHANGE OUT 2 1/2 TON A/C

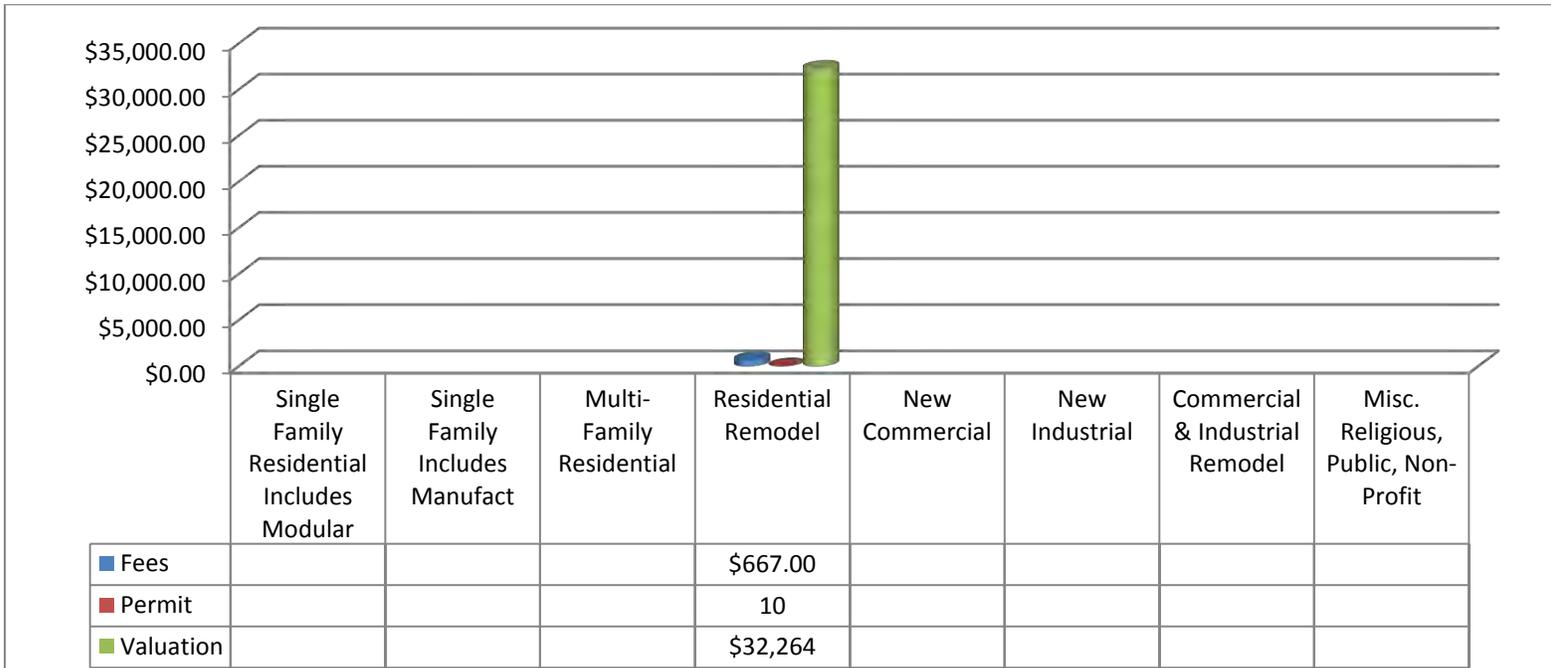
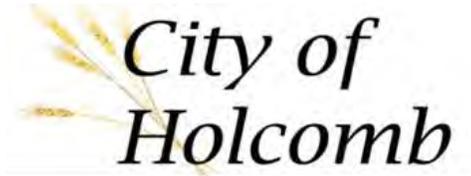
Garden City	MECHANICAL	2107 DENNISON	29	2500	Mechanical	Residential Remodel	CHANGE OUT 3 TON A/C
Garden City	BUILDING PERMIT	2018 North SIXTH	29	2500	Building	Residential Remodel	10 X 16 SHED - Must be 10' away from any other structure.
Garden City	BUILDING PERMIT	1611 East JOHNSON	29	3000	Building	Residential Remodel	INSTALL PATIO COVER/AWNING - Posts must be treated lumber.
Garden City	BUILDING PERMIT	1121 PERSHING	29	700	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	1001 DAVIS	29	2750	Building	Residential Remodel	6' CEDAR FENCE REPLACEMENT
Garden City	PLUMBING	1604 BUFFALO JONES	32	2000	Plumbing	Residential Remodel	INSTALL FLOOR SINK
Garden City	MECHANICAL	1210 FLEMING	130	24000	Mechanical	Commercial/Industrial Remodel	REPLACE ROOF TOP UNIT - FLAG #425821
Garden City	UTILITY	1680 LAREU STE 100 Road	466.3	0	Electrical	Commercial/Industrial Remodel	INTERIOR FINISH FOR COMMERCIAL SUITE - MATTRESS HUB
Garden City	UTILITY	1680 LAREU STE 100 Road	50	0	Plumbing	Commercial/Industrial Remodel	INTERIOR FINISH FOR COMMERCIAL SUITE - MATTRESS HUB
Garden City	DEMO PERMIT	911 HAROLD	30	0	Demo	Commercial/Industrial Remodel	DEMO OF EXISTING BUILDING
Garden City	BUILDING PERMIT	1702 DIANE	56	5400	Building	Residential Remodel	REMOVE/REPLACE ROOF W/LAMINATE SHINGLES (22 SQUARES)
Garden City	BUILDING PERMIT	4101 East HWY 50	440	70000	Building	Multi-Family	INSTALLATION OF SKIDDED MODULAR LIVING QUARTERS (Temporary Housing)
Garden City	BUILDING PERMIT	1121 North FIFTH	29	1000	Building	Residential Remodel	6' TREATED LUMBER FENCE
Garden City	BUILDING PERMIT	1206 PARKWOOD	29	1000	Building	Residential Remodel	REPLACE DRIVEWAY AND GARAGE FLOOR
Garden City	ELECTRICAL	301 West FAIR	29	2100	Electrical	Residential Remodel	UPGRADE SERVICE TO 100 AMP/REPLACE ELECTRIC PANEL INSIDE
Garden City	PLUMBING	2502 East HWY 50	32	2500	Plumbing	Commercial/Industrial Remodel	INSTALL PNEUMATIC VALVE AND INSTALL SMALLER WATER VALVES
Garden City	BUILDING PERMIT	1604 West CAMPBELL	29	400	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	902 East HAMLIN	56	4000	Building	Residential Remodel	REMOVE & REPAIR DRIVEWAY & APPROACH
Garden City	BUILDING PERMIT	1903 B	29	600	Building	Residential Remodel	6' WOOD FENCE WITH METAL POSTS
Garden City	BUILDING PERMIT	2107 HENDERSON	56	4500	Building	Residential Remodel	INSTALL PRE-BUILT STORAGE SHED - Must be 4' from property line and 10' from any other structure.
Garden City	ELECTRICAL	301 FAIR	29	1200	Electrical	Residential Remodel	UPGRADE SERVICE TO HOUSE & REPLACE BREAKER PANEL
Garden City	GAS	7190 East MARY	29	300	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	MECHANICAL	1916 C	56	4800	Mechanical	Residential Remodel	CHANGE OUT 2 TON A/C & 42K 92% FURNACE
Garden City	BUILDING PERMIT	216 North MAIN	440	70000	Building	Commercial/Industrial Remodel	NEW STORE FACE, STORE FRONT & INTERIOR REMODEL
Garden City	BUILDING PERMIT	705 East PRICE	32	1000	Building	Commercial/Industrial Remodel	12X10 STORAGE SHED
Garden City	BUILDING PERMIT	308 North FOURTH	29	1000	Building	Residential Remodel	REPLACE SHINGLES (9 SQUARES)
Garden City	BUILDING PERMIT	1906 KOSTER	29	2500	Building	Residential Remodel	6' CEDAR

Garden City	BUILDING PERMIT	950 North JENNIE BARKER #68	226	25400	Building	SF Manufactured (HUD Standards)	SET 16' X 76' MOBILE HOME ON FOUNDATION AND HOOK UP UTILITIES - Must be 20' rear yard setback, 15' from the front yard setback.
Garden City	BUILDING PERMIT	2917 KRIS	29	3000	Building	Residential Remodel	10x16 PRE-BUILT STORAGE SHED
Garden City	BUILDING PERMIT	1502 SUNDANCE	29	1800	Building	Residential Remodel	REMOVE WALL AND INSTALL HEADER BETWEEN KITCHEN AND DINING ROOM
Garden City	SIGN PERMIT	602 North MAIN	75	0	Wall Sign	Commercial/Industrial Remodel	NEW WALL SIGN, REPLACEMENT DIRECTIONAL SIGN
Garden City	SIGN PERMIT	409 West KANSAS	0	0	Pole Sign	Commercial/Industrial Remodel	REFURBISH POLE, WALL AND DIRECTIONAL SIGN
Garden City	ELECTRICAL	1603 YORK	29	750	Electrical	Residential Remodel	REWORK SERVICE
Garden City	ELECTRICAL	701 North FIRST	29	1000	Electrical	Residential Remodel	REPLACE BREAKER PANEL
Garden City	PLUMBING	1604 JULIE	29	800	Plumbing	Residential Remodel	INSTALL 40 GALLON WATER HEATER
Garden City	MECHANICAL	1505 North THIRTEENTH	29	1600	Mechanical	Residential Remodel	REPLACE EVAPORATOR COIL - FLAG# 425151
Garden City	BUILDING PERMIT	2201 East SPRUCE Street	1762	400000	Building	Commercial/Industrial Remodel	NEW MAINTENANCE BUILDING WITH RESTROOMS
Garden City	ELECTRICAL	402 PONY	29	400	Electrical	Residential Remodel	REHANG DOWNED SERVICE DUE TO STORM
Garden City	PLUMBING	3013 West OLLER	42	500	Plumbing	Residential Remodel	INSTALL WATER LINE FROM METER TO HOUSE
Garden City	PLUMBING	908 North TAYLOR	29	850	Plumbing	Residential Remodel	REMOVE AND INSTALL NEW 40 GALLON NG WATER HEATER IN CRAWL SPACE
Garden City	PLUMBING	2510 HENDERSON	29	900	Plumbing	Residential Remodel	INSTALL 50 GALLON WATER HEATER
Garden City	PLUMBING	908 North TAYLOR	29	900	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	507 East SANTA FE	130	12000	Plumbing	SF Residential Includes Modular	INSTALL UNDERGROUND SPRINKLER SYSTEM
Garden City	GAS	2016 North THIRD	0	300	Gas Permit	Residential Remodel	GAS PRESSURE TEST (Permit paid with credit from P16-147 (6016 Skyline)
Garden City	GAS	2915 East MARY	32	300	Gas Permit	Commercial/Industrial Remodel	GAS PRESSURE TEST
Garden City	GAS	2925 East MARY	32	500	Gas Permit	Commercial/Industrial Remodel	GAS PRESSURE TEST/GAS LINE
Garden City	GAS	2927 East MARY	32	300	Gas Permit	Commercial/Industrial Remodel	GAS PRESSURE TEST
Garden City	BUILDING PERMIT	1610 CRESTWAY	29	400	Building	Residential Remodel	REPLACE 8X12 SHED - MUST BE 10' AWAY FROM OTHER EXISTING STRUCTURES
Garden City	BUILDING PERMIT	4001 WILDWOOD Drive	29	3000	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	4101 East HWY 50 #50	29	1100	Building	Residential Remodel	4' CHAIN LINK FENCE
Garden City	BUILDING PERMIT	808 West EMERSON Avenue	504	240000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME - Renewal of B12-221 & B14-756
Garden City	BUILDING PERMIT	950 North JENNIE BARKER #133	29	500	Building	Residential Remodel	8' x 10' STORAGE SHED - Must observe 15' setback and 10' from any other structure.
Garden City	BUILDING PERMIT	1911 East KANSAS	32	1500	Building	Commercial/Industrial Remodel	REMOVE/REPLACE STEPS/PARKING PATCH
Garden City	BUILDING PERMIT	2510 SCHULMAN	130	7500	Building	Commercial/Industrial Remodel	PORCH CONSTRUCTION

Garden City	BUILDING PERMIT	617 North TWELFTH	0	3300	Building	Residential Remodel	REMOVE/REPLACE DRIVEWAY, ADD SIDEWALK
Garden City	BUILDING PERMIT	2307 West MARY	787.5	150000	Building	Commercial/Industrial Remodel	NEW TOWER
Garden City	DEMO PERMIT	1213 FLEMING	30	0	Demo	Commercial/Industrial Remodel	REMOVE UNDERGROUND FUEL TANKS
Garden City	BUILDING PERMIT	1512 ST JOHN	29	2100	Building	Residential Remodel	15' x 30' CONCRETE PAD - No parking in right of way.
Garden City	SIGN PERMIT	1507 East FULTON	35	35	Temporary Sign	Commercial/Industrial Remodel	ARTURO LUJAN AGENCY
Garden City	PLUMBING	3101 East KANSAS	32	1500	Plumbing	Commercial/Industrial Remodel	INSTALL 100 GALLON WATER HEATER
Garden City	PLUMBING	1902 OXFORD	29	900	Plumbing	Residential Remodel	INSTALL 50 GALLON NATURAL GAS WATER HEATER
Garden City	ELECTRICAL	517 North TENTH	29	1500	Electrical	Residential Remodel	CHANGE OUT MAIN SERVICE
Garden City	PLUMBING	403 HUDSON	29	1500	Plumbing	Residential Remodel	INSTALL DOMESTIC WATER LINE FROM METER TO HOUSE
Garden City	PLUMBING	506 CENTER	29	300	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	GAS	1604 BUFFALO JONES	32	2000	Gas Permit	Commercial/Industrial Remodel	GAS PRESSURE TEST FOR NEW DISHWASHER
Garden City	MECHANICAL	511 North SECOND	29	1000	Mechanical	Residential Remodel	A/C REPLACEMENT
Garden City	BUILDING PERMIT	210 South FIRST	29	3000	Building	Residential Remodel	REMOVE/REPLACE ROOF W/ WOOD SHINGLES
Garden City	BUILDING PERMIT	2165 ANDOVER	118	7400	Building	Residential Remodel	REMOVE/REPLACE ROOF W/LAMINATE SHINGLES
Garden City	PLUMBING	1352 HINEMAN	29	800	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	1807 PAWNEE	29	900	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	1014 North SECOND	29	900	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	BUILDING PERMIT	603 North TAYLOR	56	4500	Building	Residential Remodel	REMOVE/REPLACE ROOF WITH COMP SHINGLES (15 SQUARES)
Garden City	BUILDING PERMIT	1504 GRANDVIEW EAST	118	16400	Building	Residential Remodel	REMOVE/REPLACE ROOF WITH COMP SHINGLES (46 SQUARES)
Garden City	BUILDING PERMIT	202 South FIRST	29	2379	Building	Residential Remodel	6' WOOD FENCE WITH METAL POSTS
Garden City	BUILDING PERMIT	506 North FOURTH	56	6000	Building	Residential Remodel	REMOVE/REPLACE ROOF
Garden City	BUILDING PERMIT	2118 B	29	600	Building	Residential Remodel	FENCE REPLACEMENT - 6' WOOD
Garden City	BUILDING PERMIT	318 North TENTH	56	3400	Building	Residential Remodel	REPLACE ROOF W/ASPALT SHINGLES (14 SQUARES)
Garden City	PLUMBING	301 East KANSAS	32	2500	Plumbing	Commercial/Industrial Remodel	INSTALL TANKLESS WATER HEATER AND 20 GALLON ELECTRIC WATER HEATER
Garden City	MECHANICAL	406 East KANSAS	74	7700	Mechanical	Commercial/Industrial Remodel	REPLACE ROOF TOP UNIT - FLAG #425086 (\$56.00 of permit was paid for with credit from over payment on M16-82)
Garden City	SIGN PERMIT	105 North SEVENTH	150	0	Wall Sign	Commercial/Industrial Remodel	WALL SIGN (16" X 20')
Garden City	MECHANICAL	912 HAROLD	29	700	Mechanical	Residential Remodel	REPLACE OUTDOOR CONDENSER/AC
Garden City	BUILDING PERMIT	1903 B	29	1300	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	1680 LAREU STE 100 Road	462.5	75000	Building	New Commercial	INTERIOR FINISH FOR COMMERCIAL SUITE - MATTRESS HUB
Garden City	BUILDING PERMIT	812 CENTER	29	2400	Building	Residential Remodel	6' CEDAR FENCE REPLACEMENT

Garden City	BUILDING PERMIT	1006 North SEVENTH	105	10000	Building	Residential Remodel	REMOVE/REPLACE ROOF
Garden City	PLUMBING	1904 North ELEVENTH	29	500	Plumbing	Residential Remodel	FIX OR REPLACE UNDERGROUND SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	1904 North ELEVENTH	29	1000	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	1409 WALKER	29	2900	Building	Residential Remodel	REMOVE/REPLACE ROOF W/COMP SHINGLES (17 SQUARES)
Garden City	BUILDING PERMIT	2509 C	56	3800	Building	Residential Remodel	INSTALL GLIDING TRIPLE REPLACEMENT WINDOW AND WRAP CASING IN SOIL STOCK
Garden City	ELECTRICAL	950 North JENNIE BARKER LOT 154	29	250	Electrical	Residential Remodel	STRUCTURAL FIRE AT MOBILE HOME
Garden City	ELECTRICAL	714 BUFFALO JONES	32	1100	Electrical	Commercial/Industrial Remodel	REPLACE KNIFE BLOCK ON 400 AMP DISCONNECT
Garden City	BUILDING PERMIT	402 EVANS	29	3000	Building	Residential Remodel	6' WOOD FENCE - Sight triangles up to the discretion of the inspectors.
Garden City	BUILDING PERMIT	2310 IDLEWILD	29	2500	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	1610 SAFFORD	29	1368.79	Building	Residential Remodel	REPLACING ROOF
Garden City	BUILDING PERMIT	1801 East FAIR	29	2800	Building	Residential Remodel	INSTALL 10X14 SHED
Garden City	BUILDING PERMIT	301 North EIGHTH	0	8000	Building	Commercial/Industrial Remodel	REMOVE & PATCH WALLS, INSTALL NEW CARPET AND CEILING GRID
Garden City	ELECTRICAL	118 West KANSAS	32	1000	Electrical	Commercial/Industrial Remodel	REMOVE/REPLACE FAILED 200 AMP RT
Garden City	PLUMBING	1805 West Annie Scheer Road	45	800	Plumbing	Commercial/Industrial Remodel	INSTALL 40 GALLON ELECTRIC WATER HEATER
Garden City	GAS	2620 North EIGHTH	32	200	Gas Permit	Commercial/Industrial Remodel	GAS PRESSURE TEST
Garden City	GAS	2601 West MARY LOT 510	29	200	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	MECHANICAL	106 North SIXTH	130	9500	Mechanical	Commercial/Industrial Remodel	REPLACE FURNACE AND AIR CONDITIONER ON SYSTEM #3 - FLAG# 425065
Garden City	DEMO PERMIT	1206 North TENTH	30	0	Demo	Residential Remodel	DEMOLITION OF HOUSE
Garden City	BUILDING PERMIT	105 North SEVENTH	64	1500	Building	Commercial/Industrial Remodel	4' METAL PIPE FENCE
Garden City	PLUMBING	2007 CAMPUS	29	800	Plumbing	Residential Remodel	REPLACE 40 GALLON WATER HEATER
Garden City	MECHANICAL	2708 North ELEVENTH	62	5800	Mechanical	Commercial/Industrial Remodel	CHANGE OUT 100K 80% FURNACE AND 4 TON A/C
Garden City	MECHANICAL	708 North TAYLOR	130	12900	Mechanical	Commercial/Industrial Remodel	REPLACE ROOF TOP UNIT FOR GYM - FLAG #424862
Garden City	UTILITY	1803 East LAUREL	4667.42	0	Plumbing	Commercial/Industrial Remodel	COMBINING WATER AND GAS LINES TO ONE METER (#1803, 1805, 1807, 1809)
Garden City	BUILDING PERMIT	312 East FINNUP DR	0	3000	Building	Commercial/Industrial Remodel	WOOD & METAL REPAIRS ON PICNIC SHELTER #2
Garden City	BUILDING PERMIT	2330 IDLEWILD	29	2500	Building	Residential Remodel	6' CEDAR & STEEL POST
Garden City	PLUMBING	1505 East KANSAS	62	4400	Plumbing	Commercial/Industrial Remodel	INSTALL UNDERGROUND SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	2922 CLIFF	29	500	Building	Residential Remodel	REMOVE UPPER PORTION OF WALL BETWEEN KITCHEN & ENTRY 14 FT.
Garden City	BUILDING PERMIT	1004 LABRADOR	29	3000	Building	Residential Remodel	REMOVE AND REPLACE SIDEWALK AND DRIVEWAY

Garden City	GAS	950 North JENNIE BARKER LOT 154	29	150	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	MECHANICAL	106 BARBER	29	2500	Mechanical	Residential Remodel	COIL & AIR CONDITIONER
Garden City	BUILDING PERMIT	306 North SECOND	29	3000	Building	Residential Remodel	REMOVE AND REPLACE SHINGLES
Garden City	MECHANICAL	405 North SIXTH	62	6000	Mechanical	Commercial/Industrial Remodel	NEW FURNACE (60,000), 3 TON COIL AND 2.5 TON AIR CONDITIONER
Garden City	UTILITY	412 North SEVENTH	466.3	0	Electrical	Commercial/Industrial Remodel	NEW WASH BAY AND STORAGE FACILITY
Garden City	BUILDING PERMIT	1502 SUNDANCE	105	6900	Building	Residential Remodel	REMOVE/REPLACE ROOF WITH 30 SQUARES OF COMP SHINGLES
Garden City	BUILDING PERMIT	1211 North NINTH	29	1500	Building	Residential Remodel	6' CHAIN LINK FENCE - As long as slats are not used. Must locate property pins for fence stakeout.
Garden City	BUILDING PERMIT	704 West MAPLE	56	4000	Building	Residential Remodel	40' X 15' CONCRETE SLAB FOR DRIVEWAY AND FOUNDATION FOR ADDITION TO HOME - Will need flood plain development permit signed.
Garden City	BUILDING PERMIT	2125 BUFFALO HGHTS	29	1200	Building	Residential Remodel	POUR 25' X 18' CONCRETE SLAB
Garden City	BUILDING PERMIT	4080 LAMONTE	29	1000	Building	Residential Remodel	COVERED PATIO
Garden City	BUILDING PERMIT	520 North NINTH	29	200	Building	Residential Remodel	REPAIR NORTH SIDE OF FENCE
Garden City	BUILDING PERMIT	3614 AMY Street	56	4300	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	3617 COLE Circle	56	4300	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	3621 COLE Circle	56	4300	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	3613 COLE Circle	56	4300	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	3610 AMY Street	56	4300	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	3609 COLE Circle	56	4300	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	3622 AMY Street	56	4300	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	3618 AMY Street	56	4300	Building	Residential Remodel	6' CEDAR FENCE
Garden City	PLUMBING	2615 C	56	5000	Plumbing	Residential Remodel	REPLACING WATER LINES AND GAS LINE
Garden City	BUILDING PERMIT	409 HUDSON	29	3000	Building	Residential Remodel	NEW GARAGE CONSTRUCTION - There will need to be a hard surface driveway put in for 2 cars up to alley to meet parking regulations.



Council district	Permit type	address	amount	value	purpose	structure	Project description
Holcomb	MECHANICAL	204 TYLER	69	0	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER - FLAG #424474
Holcomb	BUILDING PERMIT	7520 LINDSAY	69	4400	Building	Residential Remodel	POUR SIDEWALK AROUND HOUSE AND INSTALL 6' FENCE IN BACKYARD
Holcomb	BUILDING PERMIT	204 BARBER	42	900	Building	Residential Remodel	8 X 10 STORAGE SHED - Must be 10' from the house. Have DigSafe mark utilities for stakeout inspection.
Holcomb	PLUMBING	305 SANTA FE	42	800	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON WATER HEATER
Holcomb	BUILDING PERMIT	104 North WEST	42	664	Building	Residential Remodel	STORAGE SHED - 8X12
Holcomb	BUILDING PERMIT	101 SANTA FE	69	5600	Building	Residential Remodel	REMOVE/REPLACE ROOF W/COMP SHINGLES (20.33 SQUARES)
Holcomb	BUILDING PERMIT	115 NUNN	118	6400	Building	Residential Remodel	PATIO COVER

Holcomb	BUILDING PERMIT	404 SCOTTY	69	4000	Building	Residential Remodel	REMOVE/REPLACE ROOF W/LAMINATE SHINGLES (13 SQUARES)
Holcomb	BUILDING PERMIT	203 SANTA FE	29	2500	Building	Residential Remodel	REMOVE/REPLACE ROOF
Holcomb	BUILDING PERMIT	205 TYLER Drive	118	7000	Building	Residential Remodel	FINISH PARTS OF BASEMENT/SUB-PANEL TO GARAGE



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: September 6, 2016
RE: Monthly Report from Garden City Police Department for July 2016.

ISSUE:

Presentation of the July 2016 Activity Reports from the Garden City Police Department.

BACKGROUND:

Attached are the Master Activity Report and The Chart Comparison of Crimes for July 2016.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
July 2016 Master Activity Report	8/19/2016	Backup Material
July 2016 Chart Comparison of Crimes	8/19/2016	Backup Material

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 July 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	2	10
Robbery	0	1	6
Aggravated Assault	5	7	47
Burglary	7	5	49
Theft	68	67	420
Auto Theft	0	5	11
Arson	0	1	4
TOTAL	80	88	547
All Other Crimes	110	151	949
GRAND TOTAL	190	239	1496

CRIMINAL ENFORCEMENT ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Adult Arrests	171	136	1136
Juveniles Detained	31	31	172
TOTAL CUSTODY	202	167	1308
Alcohol Related	14	12	96
Drug Related	39	38	236
Curfew Violations	3	11	26

INVESTIGATIONS DIVISION ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Total Cases Assigned	40	43	286
Total Active Cases	210	197	1272
Adult Affidavits Filed	10	12	65
Juvenile Affidavits Filed	2	1	9
Follow-Up Contacts	506	539	4225
Special Assignments	53	12	360
Search Warrants	20	4	61
Supplemental Reports	61	56	889
Other Reports	166	126	1256
Cases Referred For Prosecution	49	52	227

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	9	13	54
Non-Injury Accidents	81	110	499
TOTAL ACCIDENTS	90	123	553
Private Property Accidents	12	8	43

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

OFFICERS ASSAULTED

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Firearm	0	2	2
Cutting Instrument	0	0	0
Other Dangerous Weapon	0	0	0
Hands, Fist, Feet, Etc.	1	0	14
Police Service Dog	0	0	0
TOTAL ASSAULTS	1	2	16

PATROL/CRD DIVISIONS SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Offense Reports	216	231	1761
Supplemental Reports	189	217	1181
Other Reports	0	0	305
Community Oriented Policing	154	162	1273
Speeding Citations	43	24	291
Other Traffic Citations	164	223	1582
Parking Citations	11	7	60
Warning Notices	73	62	1573
Penal Summons	46	39	274
Felony Cases Cleared	32	36	228
Misdemeanor Cases Cleared	190	133	874
DUI Cases Cleared	8	6	52
Insecure Premises	5	5	44
Field Interviews	9	17	72
Citizen & Business Assists	200	184	1222
Alarms	72	91	522
Adult Affidavits Filed	28	37	237
Juvenile Affidavits Filed	11	16	86

COMMUNICATIONS CENTER ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Non-Traffic Activities	2285	2199	15009
Traffic Activities	593	532	4260
TOTAL ACTIVITIES	2878	2731	19269
911 Calls	1836	1820	10257
Finney County Sheriff's Office Activities	548	503	3217

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

RESPONSE TIME SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST YEAR</i>	<i>5 YEARS AGO</i>
Average Emergency	4.98	8.72	3.07
Average Non-Emergency	10.13	10.16	11.19
Average Traffic Accident	7.92	5.50	12.37

ANIMAL INCIDENT ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Animals Impounded	137	117	805
Animals Disposed	46	67	255
Citations Issued	0	0	1
Animal Bites	4	4	28
Adoptions	13	16	101

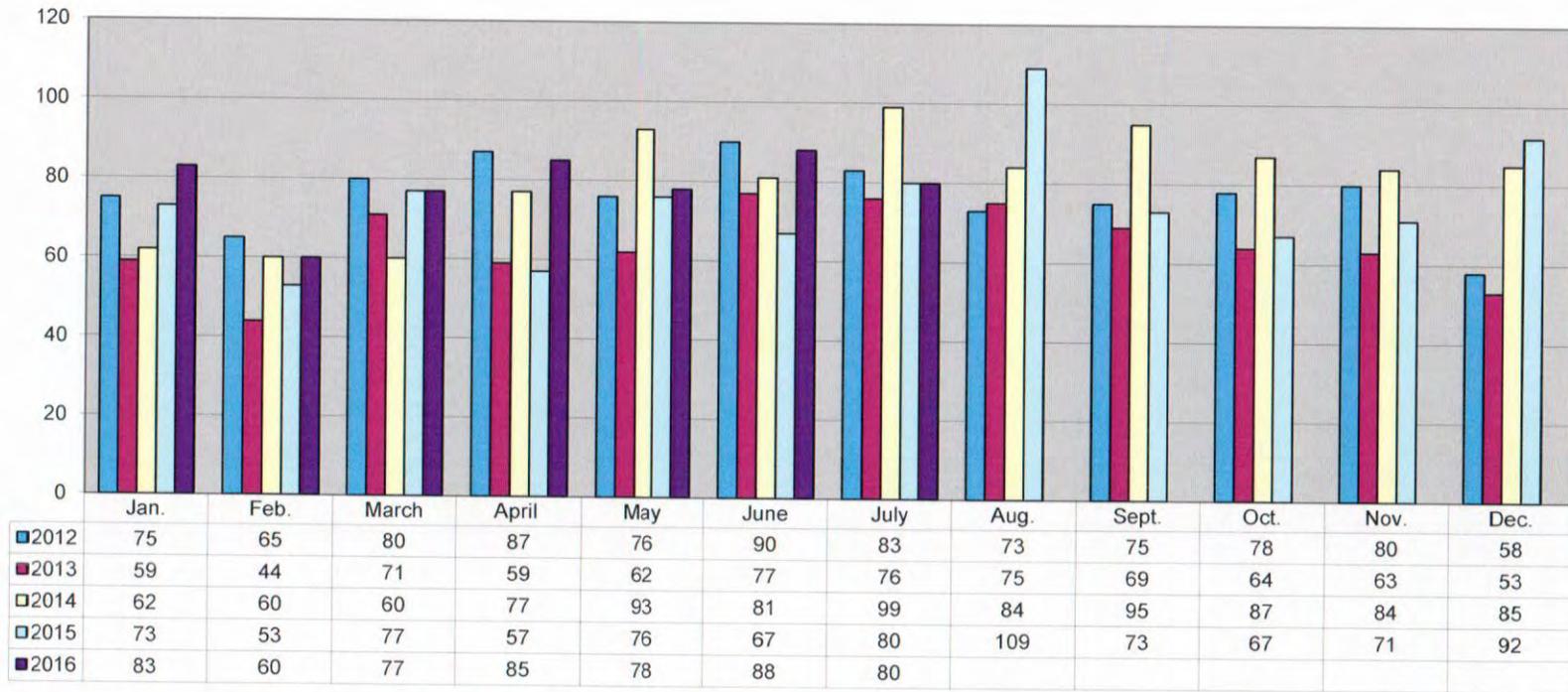
TRAINING HOURS RECEIVED

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Administrative	20.00	6.00	203.75
Patrol/CRD Division	302.00	567.00	2596.25
Support Services Division	8.00	7.00	206.15
Investigation Division	216.00	40.00	471.00
Instructor Hours	32.00	52.00	205.50
SUB-TOTAL TRAINING HRS	578.00	672.00	3682.65
Academy Training Hours	672.00	640.00	2624.00
TOTAL TRAINING HOURS	1250.00	1312.00	6306.65

ADMINISTRATIVE INVESTIGATIONS

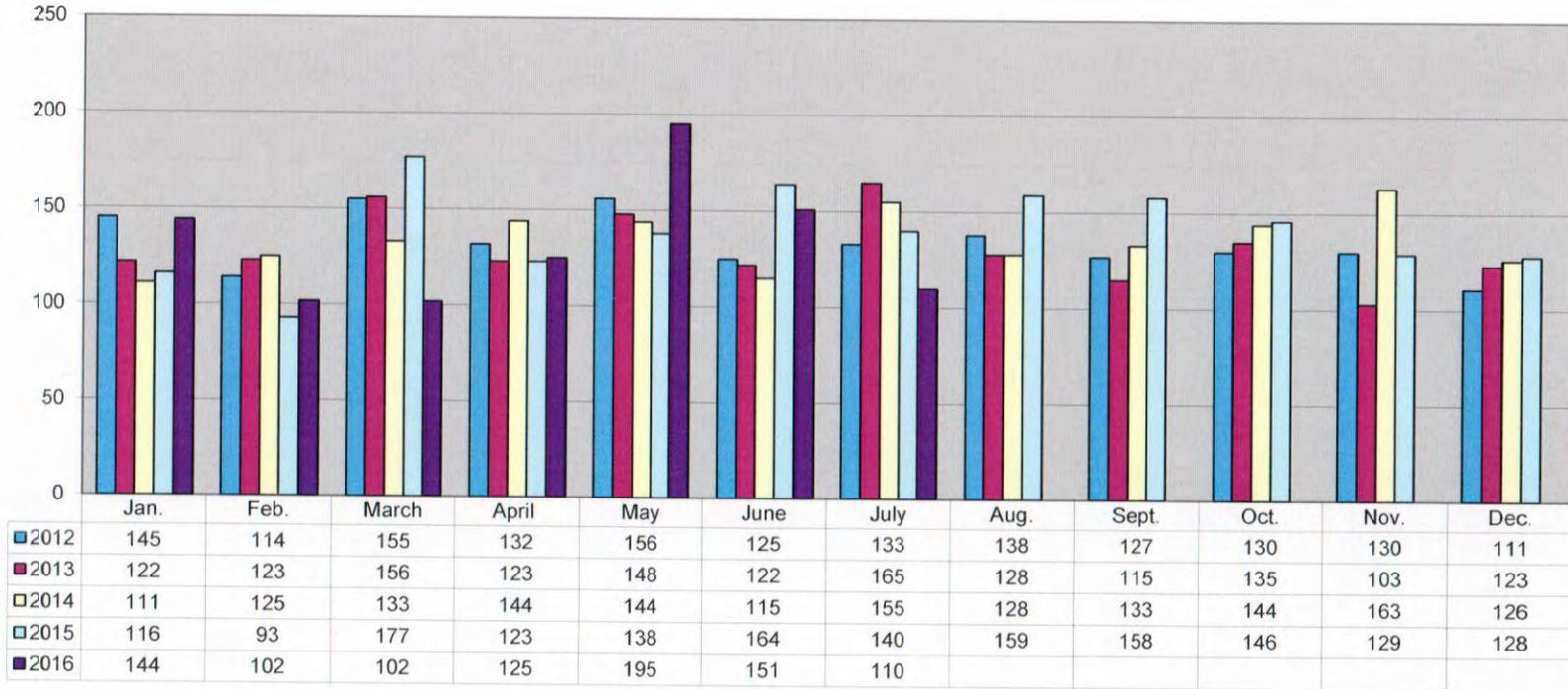
<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Allegations Received	0	1	8
Unfounded	0	0	0
Unsubstantiated	0	0	0
Sustained	1	0	5
Exonerated	0	0	4
Violation Not Based On Complaint	2	0	2
Investigation In Progress	0	1	9
Administrative Closure	0	0	1
Commendations	6	2	30

Part I Crimes



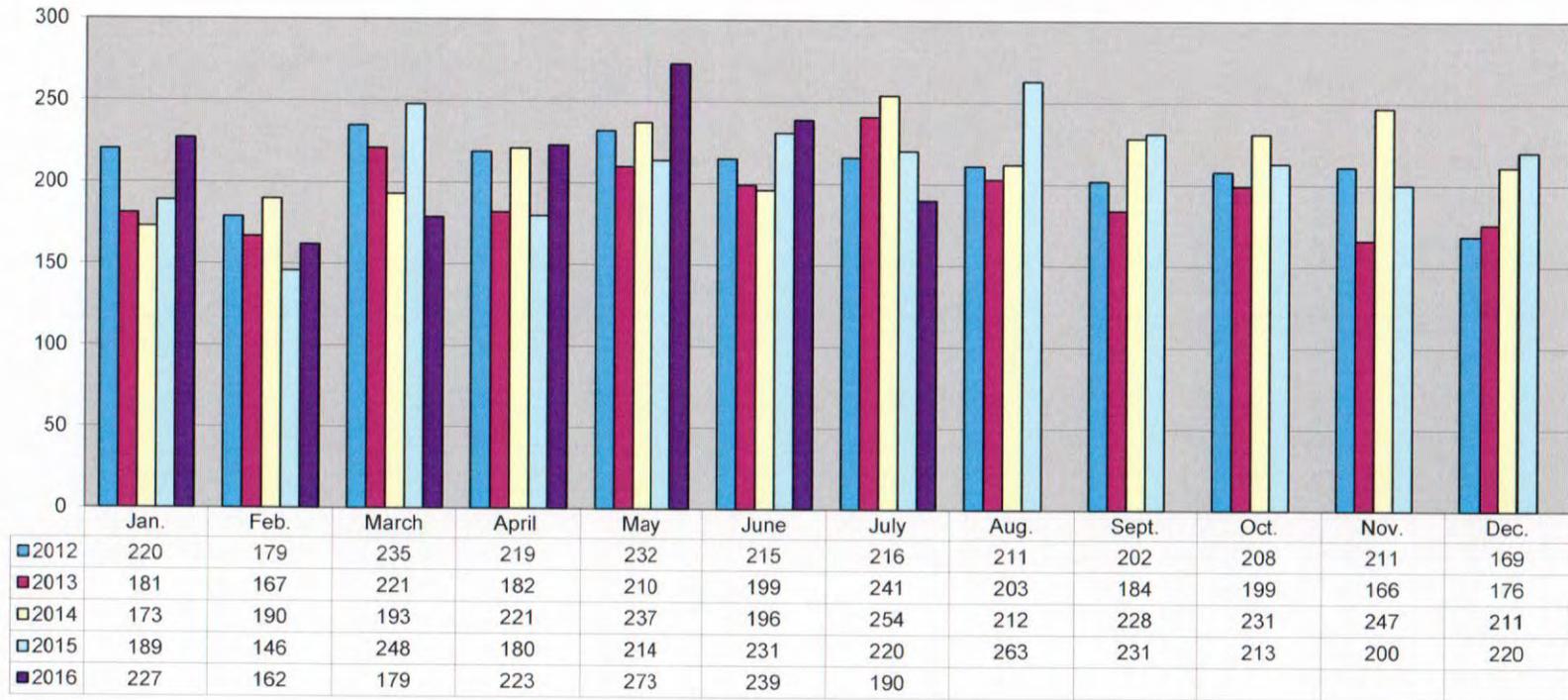
Part I Crimes - Murder, Manslaughter, Rape, Robbery, Agg. Assault, Burglary, Theft, Auto Theft, Arson

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, Kidnapping, DUI, Graffiti, Forgery, Weapons Violation, Criminal Damage to Property

Grand Total All Crimes





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 6, 2016
RE: 2016 President's Service & Safety Award - Amtrak

ISSUE:

Congratulations to City Manager Allen, Assistant to the City Manager Cottrell and Communication & Project Manager Freburg on the occasion of receiving the 2016 President's Service & Safety Award in the Amtrak Champion category for their contributions on the Southwest Chief TIGER Grant team.

BACKGROUND:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.



August 18, 2016

Matt Allen
301 N. 8th Street
Garden City, KS 67846

Dear Mr. Allen:

It is my honor to inform you that you have been selected as a winner of a 2016 President's Service & Safety Award in the Amtrak Champion category for your contributions on the Southwest Chief TIGER Grant Team. The President's Service and Safety Awards (PSSA) program is a thirty-six year Amtrak tradition. The PSSA program recognizes employees and external business partners who have made outstanding contributions toward improving Amtrak's safety and security, customer focus and financial excellence, and have added extraordinary value to Amtrak.

On behalf of Amtrak, I extend to you our appreciation and gratitude. Your efforts exemplify initiative, commitment and dedication to Amtrak.

Thank you again for your important work on behalf of Amtrak.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Boardman".

Joseph H. Boardman
President and Chief Executive Officer



August 18, 2016

Steve Cottrell
301 N. 8th Street
Garden City, KS 67846

Dear Mr. Cottrell:

It is my honor to inform you that you have been selected as a winner of a 2016 President's Service & Safety Award in the Amtrak Champion category for your contributions on the Southwest Chief TIGER Grant Team. The President's Service and Safety Awards (PSSA) program is a thirty-six year Amtrak tradition. The PSSA program recognizes employees and external business partners who have made outstanding contributions toward improving Amtrak's safety and security, customer focus and financial excellence, and have added extraordinary value to Amtrak.

On behalf of Amtrak, I extend to you our appreciation and gratitude. Your efforts exemplify initiative, commitment and dedication to Amtrak.

Thank you again for your important work on behalf of Amtrak.

Sincerely,

A handwritten signature in blue ink that reads "Joe Boardman". The signature is fluid and cursive, with the first name "Joe" being particularly prominent.

Joseph H. Boardman
President and Chief Executive Officer



August 18, 2016

Ashley Freburg
301 N. 8th Street
Garden City, KS 67846

Dear Ms. Freburg:

It is my honor to inform you that you have been selected as a winner of a 2016 President's Service & Safety Award in the Amtrak Champion category for your contributions on the Southwest Chief TIGER Grant Team. The President's Service and Safety Awards (PSSA) program is a thirty-six year Amtrak tradition. The PSSA program recognizes employees and external business partners who have made outstanding contributions toward improving Amtrak's safety and security, customer focus and financial excellence, and have added extraordinary value to Amtrak.

On behalf of Amtrak, I extend to you our appreciation and gratitude. Your efforts exemplify initiative, commitment and dedication to Amtrak.

Thank you again for your important work on behalf of Amtrak.

Sincerely,

A handwritten signature in blue ink that reads "Joe Boardman". The signature is fluid and cursive, with a long, sweeping underline.

Joseph H. Boardman
President and Chief Executive Officer

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: September 6, 2016
RE: Annexation of City Owned Property (Swift) 2016

ISSUE:

The Governing Body is asked to consider and approve an ordinance annexing recently acquired City owned property, the Swift Beef parcels.

1. Ordinance No. _____-2016, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A. 12-520(2).

BACKGROUND:

Last November, the Governing Body approved the acquisition of the former ConAgra plant property from Swift Beef Company. The Real Estate Purchase Agreement was executed on May 13, 2016. After completion of our due diligence, we closed on the property on September 1st. K.S.A. 12-520(2) allows annexation of property owned by the City.

This annexation adds 344.5 acres to the City, bringing our total area to 10.8 square miles and includes Farmland Road from the north right-of-way line of the railroad to 1/2 mile south of US-50/400. It is our intention to provide utility services as required for the development.

The City is responsible for closure of the waste water lagoons pursuant to a KDHE order. Wilson & Company is preparing the closure plans for KDHE approval. A strategy to complete the work will be developed in the near future.

Under a separate business item, the Governing Body will be considering the interim lease of this property to Transportation Partners and Logistics, LLC.

ALTERNATIVES:

1. Approve the Annexation Ordinance.
2. Defer action to a later date.

RECOMMENDATION:

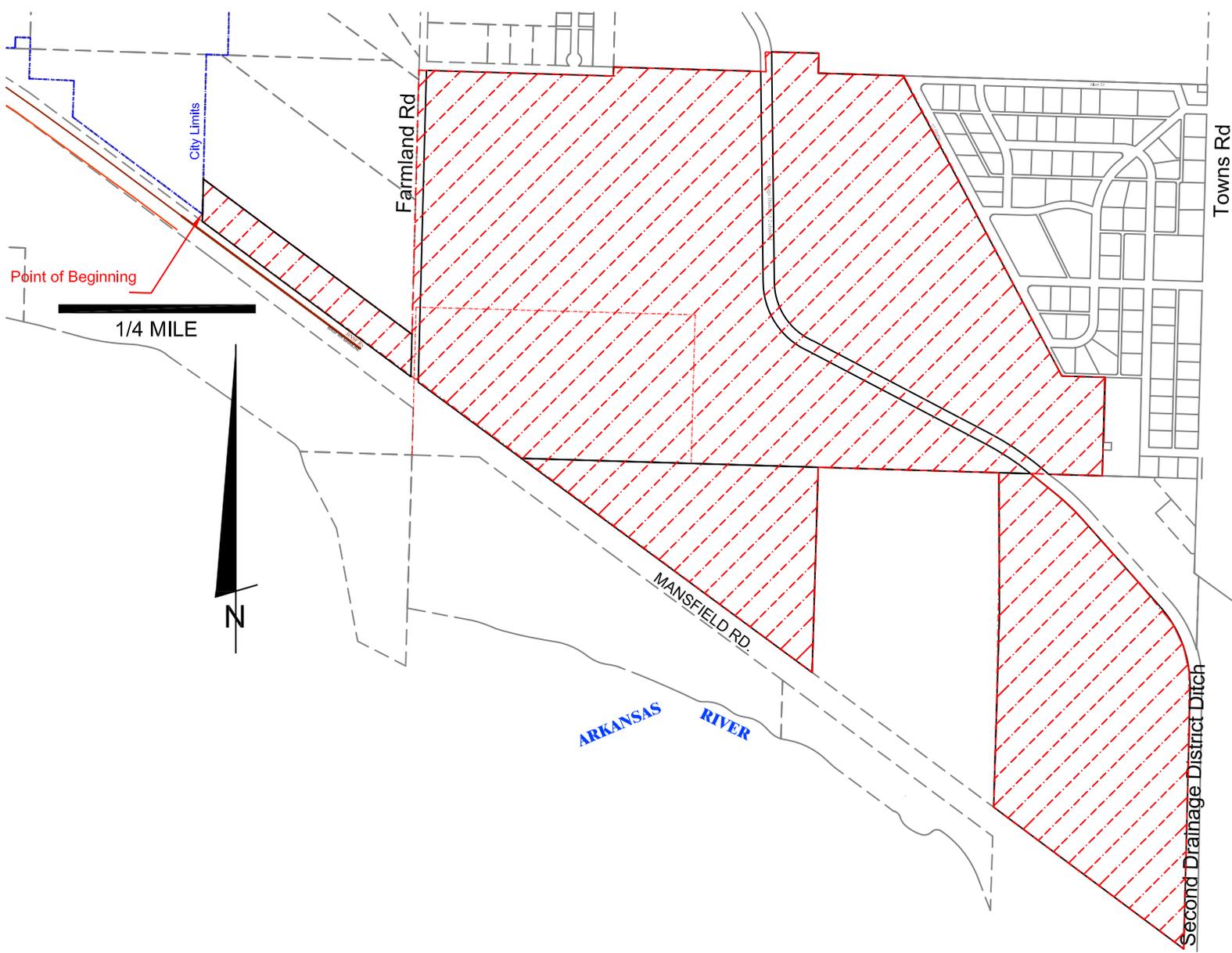
Staff recommends Governing Body approval of the Annexation Ordinance.

FISCAL NOTE:

There is no cost to the City for this annexation. The City will receive future property tax and utility revenue.

ATTACHMENTS:

Description	Upload Date	Type
Annexation map	8/24/2016	Backup Material
Annexation Ordinance	9/2/2016	Backup Material



Point of Beginning

City Limits

Farmland Rd

1/4 MILE

N

MANSFIELD RD.

ARKANSAS RIVER

Second Drainage District Ditch

Towns Rd

ORDINANCE NO. _____-2016

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(2).

WHEREAS, the following described land adjoins the City of Garden City, Kansas, and is generally located in Sections 22, 23 and 26, all in Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas; and

WHEREAS, the City of Garden City is the owner of the following described land pursuant to K.S.A. 12-520(2), as amended; and

WHEREAS, the Governing Body of the City of Garden City, Kansas, finds it advisable to annex the described land.

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

SECTION 1. That the following described land is hereby annexed and made a part of the City of Garden City, Finney County, Kansas:

A parcel of land located in Sections 22, 23 and 26, all in Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 1, of the Parcel Plat of Ponderosa Addition, thence North $01^{\circ}31'05''$ East 234.8 feet; thence southeasterly, at an interior angle of $55^{\circ}03'$, along a line parallel with the Northerly right-of-way line of said B.N.S.F. Railroad, 1,739.5 feet to the West right-of-way line of Farmland Road; thence North along said West right-of-way line, to the intersection with a line a line 60 feet south of as measured perpendicular to and parallel with the East-West Half Section line of Section 23; thence North $89^{\circ}51'30''$ East 1,250 feet more or less, along said parallel line, to a point which is 60 feet south of and 1,028.38 feet west the intersection of the Half Section Line of Section 23 and the centerline of the Second Drainage District Ditch; thence North $0^{\circ}14'$ East 60 feet to the East-West Half Section Line of Section 23; thence North $89^{\circ}51'30''$ East 1,028.38 feet along said Half Section Line to the centerline of the Second Drainage District Ditch; thence along said centerline North $2^{\circ}43'00''$ West 108.40 feet to a point of curvature; thence along a curve to the left a distance of 25 feet; thence North $89^{\circ}51'30''$ East 348 feet to a point on the North-South Half Section Line of Section 23; thence South $0^{\circ}18'30''$ East 130.0 feet along said Half Section line to the Center Corner of Section 23; thence East along said Half Section Line, 574.90 feet to the Northwest Corner of Towns Riverview Subdivision; thence Southeasterly along the Westerly boundary of said subdivision; thence East, 287.5 feet, along the

South boundary of said subdivision to the Northeast corner of Tract E; thence South along the West line of said Tract E to the South line of said subdivision; thence West along the South line of said Section 23, to the West line of the Second Drainage District Ditch; thence Southeasterly and South along said West line, to the northerly right-of-way line of the B.N.S.F. Railroad; thence North 55°12'20" West 1556 feet along said right-of-way to a point that is 52 feet Southeast of the East Line of Lot 3; thence North 0°02'13" East 1,286.33 feet; thence North 01°49'21" West 955.38 feet to the North line of Section 26; thence North 90°0' West along said North line to a point which is 1,350.62 feet West of the Northeast corner of said Section 26; thence South 00°13' West 1373.53 feet to the North line of said railroad; thence North 55°03' West along said railroad a distance of 2416.0 feet to the South line of said Section 23; thence continuing North 55°03' West along said right-of-way 893.25 feet to the East Line of Section 22; thence continuing Northwesterly along said right-of-way 1,770.0 feet to Southeast corner of Lot 1, Block 1, of the Parcel Plat of Ponderosa Addition; thence North 01°31'05" East 48.20 to the Point of Beginning. Said tract contains 344.5 acres, more or less.

SECTION 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, this 6th day of September, 2016.

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

Randall D. Grisell, City Counselor



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kelly Stevenson, Cemetery Director
DATE: September 6, 2016
RE: Columbarium Ordinances and Fees

ISSUE:

The Governing Body is asked to consider and approve set fees for the Columbarium at Valley View Cemetery.

1. Ordinance No. _____-2016, an ordinance establishing fees related to Columbariums at Valley View Cemetery in the City of Garden City, Kansas; creating new Code Section 42-211.

BACKGROUND:

This ordinance sets the fees for the Columbarium. The fees were referenced under the approved Columbarium Ordinance Section 30-58, Valley View Cemetery Columbarium Fees, at the August 16, 2016 Commission meeting, however the fees failed to be submitted at that time for approval.

ALTERNATIVES:

1. Approve referenced Columbarium Fees in section 42-211.
2. Reject referenced Columbarium Fees in section 42-211.

RECOMMENDATION:

Alternative 1.

FISCAL NOTE:

Estimated revenue with the two existing Columbarium units:	\$81,000
Estimated project cost:	<u>\$68,400</u>
Potential revenue:	\$13,200

ATTACHMENTS:

Description	Upload Date	Type
Columbarium Fees	8/23/2016	Backup Material

ORDINANCE NO. _____-2016

AN ORDINANCE ESTABLISHING FEES RELATED TO COLUMBARIUMS AT VALLEY VIEW CEMETERY IN THE CITY OF GARDEN CITY, KANSAS; CREATING NEW CODE SECTION 42-211; 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. New Section 42-211 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

Section 42-211. Valley View Columbarium Fees.

The fees required by section 30-58 are as follows:

- (1) The price for purchase of each niche in each row of the columbarium at Valley View Cemetery shall be as follows:
 - a. Top Row \$1,000
 - b. Second Row \$ 900
 - c. Third Row \$ 800
 - d. Bottom Row \$ 700
- (2) The individual niche fee includes an inurnment, a single vase, and vase name plate with engraving.
- (3) Addition of a second urn to a single niche, requiring the replacement of the niche panel with engraving - \$375, plus \$350 for the additional cremation.
- (4) Holiday and weekend inurnments – additional \$300.
- (5) Disinterment - \$350.
- (6) Resale of a niche to city – original purchase price, less \$50. If disinterment is required, the disinterment fee set forth in this section shall also be deducted from the original purchase price.

Section 2. 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 3. This ordinance shall be in full force and effect from and after 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, this 6th day of September, 2016.

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

Randall D. Grisell, City Counselor

New Business



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: September 6, 2016
RE: Lease of City owned property

ISSUE:

The Governing Body is asked to consider and approve a Lease Agreement with Transportation Partners and Logistics, LLC, for the recently acquired Swift Beef property.

BACKGROUND:

The Governing Body authorized the purchase of the former ConAgra plant last November. We closed on the property on September 1st. The Governing Body will consider the annexation of the property at this same meeting. The property was acquired to provide a large parcel of land that could be developed for industrial use, namely the transload facility.

With the recent award of two KDOT grants for the rail siding and reconstruction of Farmland Road, the transload facility is fast becoming reality. Transportation Partners and Logistics, LLC (TP&L) is working with the City on development of the facility, as the owner and operator. Bids for the rail project will be received on September 14th, with the projected completion by the end of December.

City Counselor Grisell prepared the Lease Agreement for Governing Body consideration and approval. The lease is for the interim period until the property can be transferred to TP&L. Staff is preparing a Real Estate Purchase Agreement with TP&L for Governing Body consideration and approval at a later date.

ALTERNATIVES:

1. Approve the Lease Agreement with TP&L.
2. Defer action until a later date.

RECOMMENDATION:

Staff recommends approval of the Lease Agreement with TP&L.

FISCAL NOTE:

There is no cost to the City for this Lease.

ATTACHMENTS:

Description	Upload Date	Type
Lease Agreement	8/31/2016	Backup Material

LEASE AGREEMENT

THIS LEASE AGREEMENT (Agreement), made this 6th day of September, 2016, between CITY OF GARDEN CITY, KANSAS (City) and TRANSPORTATION PARTNERS AND LOGISTICS, LLC (TP&L).

WITNESSETH:

WHEREAS, City owns real property located in Finney County, Kansas; and

WHEREAS, TP&L is interested in utilizing a portion of the real property until purchase of the real property by TP&L can be finalized; and

WHEREAS, City and TP&L desire to enter into a written lease agreement setting forth the terms and conditions of the agreement between the parties.

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

1. PREMISES. City does hereby grant, lease, and rent to TP&L for its use and occupancy, the real property, located in Sections Twenty-two (22), Twenty-three (23) and Twenty-six (26), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., in the County of Finney and the State of Kansas, described in Exhibit A, and detailed in Exhibit B, attached hereto and incorporated herein. (Leased Premises).

TP&L has inspected the Leased Premises and by execution of this Agreement accepts the Leased Premises in its present condition, subject to improvements to be made by TP&L, as agreed to by the parties.

2. TERM/EXTENSION. The term of this Agreement shall be month to month, beginning the 1st day of September, 2016, regardless of the date of this Agreement. Should the parties not have a real estate purchase agreement entered into within sixty (60) days of this Agreement, the parties shall mutually agree on a rental amount to be paid by TP&L until a real estate purchase transaction is finalized, or this Agreement is terminated by either party.

3. RENT. TP&L shall not be obligated to pay rent to City during the term of this Agreement.

4. PERMITS OR LICENSES. TP&L agrees as a condition of operation of the Leased Premises, that it shall acquire any and all permits or licenses required by City Code of Ordinances, or by state or federal laws, rules, and regulations.

5. USE OF PREMISES. TP&L intends to use the Leased Premises for the storage of wind turbine parts.

6. DUTIES AND RESPONSIBILITIES OF TP&L. TP&L agrees to the following terms and conditions in the operation of its business:

- (a) To operate in a safe and environmentally responsible manner.
- (b) To maintain the Leased Premises in a clean condition.

- (c) To keep all grass, weeds, and vegetation cut and trimmed in compliance with the Code of Ordinances of City.

The parties acknowledge and agree that if TP&L fails or neglects to perform or observe any of TP&L's obligations, duties, or responsibilities as set forth above, such failure and/or neglect shall be considered material noncompliance with the terms and conditions of this Agreement.

7. MAINTENANCE. TP&L shall be responsible for all necessary maintenance and repairs to the improvements on the Leased Premises.

8. UTILITIES. TP&L shall pay all utility charges in connection with its use of the Leased Premises, including gas, electricity, water, sewer, solid waste, internet, and telephone service.

9. IMPROVEMENTS. All improvements and renovations in or upon the Leased Premises, made by City or TP&L, or any other party, either prior to or during any term of this Agreement, remaining on the Leased Premises at the expiration or sooner termination of this Agreement, shall become the property of City, free and clear of any claim or interest of TP&L or any other party, and same shall be surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement, subject, however, to a subsequent real estate purchase agreement.

10. TAXES. TP&L shall be responsible for payment of all taxes and assessments levied against property, inventory or equipment owned by TP&L and located on the Leased Premises.

11. INSURANCE. TP&L agrees to procure and maintain a comprehensive liability insurance policy covering bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) per occurrence, with City named as an additional loss payee/insured. TP&L shall also maintain workers' compensation insurance for its employees and agents as required by Kansas law. TP&L acknowledges and agrees that it, its agents, or employees are not employees of City. TP&L shall provide proof of required insurance to City, if requested, TP&L shall immediately notify City of any cancellation of required insurance and TP&L shall require its insurance carriers to mail notices of cancellation to City.

12. CASUALTY INSURANCE. City shall not insure any property owned by TP&L, and TP&L shall not be a loss payee on any insurance policy maintained by City. TP&L shall be responsible for insuring its property, inventory or equipment located on the Leased Premises.

13. INDEMNIFICATION. TP&L shall at all times indemnify, defend and hold City harmless from all loss, liability, costs, judgment, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Leased Premises resulting from any act done or omission by or through TP&L, its agents, employees, guests, or invitees in or at the Leased Premises by reason of TP&L's use or occupancy of the Leased Premises.

14. LIENS AND ENCUMBRANCES. TP&L agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises, at TP&L's request or by TP&L's authority, except to the extent authorized or consented to by City.

15. RIGHT TO INSPECT. City hereby reserves, and TP&L hereby accords to City, the right, personally or through any representative of City's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises.

16. SURRENDER AND TERMINATION. Upon expiration of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, TP&L shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to City.

17. DEFAULT. This Agreement is made upon the express condition that if TP&L fails or neglects to perform or observe any of TP&L's obligations hereunder and such failure and neglect shall continue for thirty (30) days after written notice to TP&L from City, City at any time thereafter, by written notice to TP&L, may lawfully declare the termination of this Agreement and re-enter the Leased Premises or any part thereof. City shall have the right to remove, at TP&L's expense, any of TP&L's property left remaining in or upon the Leased Premises. City shall have the right to pursue all available remedies allowed by law, should TP&L be in default.

18. ASSIGNMENT OR SUBLEASE. TP&L shall not assign, sublet, or transfer this Agreement or any rights granted to TP&L herein, nor shall TP&L sell or convey this Agreement or any right herein, without the prior written consent of City.

19. SIGNS. TP&L shall have the right to install signs on the Leased Premises. All signs and displays must conform to applicable ordinances, rules or regulations of City.

20. ENVIRONMENTAL LAWS. TP&L shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of its employees or others. All such spills shall be reported immediately to City. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of TP&L. TP&L shall follow all applicable state and federal environmental laws, rules, and regulations. TP&L agrees to indemnify City for any and all damages related to environmental hazards caused by the acts or negligence of TP&L, its employees, or others.

22. TERMINATION. Either party may terminate this Agreement, for any reason, by giving thirty (30) days written notice to the other party.

23. GENERAL COVENANTS.

- (a) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the Leased Premises covered by this Agreement.
- (b) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent via email, telefax, next-day delivery service, or mailed by registered or certified mail, postage prepaid to the parties at the following addresses:

1) If to City: Matthew C. Allen
City Manager
P. O. Box 998
301 North Eighth Street
Garden City, Kansas 67846
Facsimile: 620.276.1169
Email: matt.allen@gardencityks.us

and

Randall D. Grisell, City Attorney
Doering & Grisell, P.A.
124 Grant Avenue
Garden City, Kansas 67846
Facsimile: 620.275.5076
Email: randyg@gcnet.com

2) If to TP&L: Transportation Partners & Logistics, LLC
P. O. Box 51647
4747 North Six Mile Road
Casper, Wyoming 82604

and

Jim Orr
Transportation Partners & Logistics, LLC
110 South Jennie Barker Road
Garden City, Kansas 67846
jorr@tpandl.com

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

- (c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (f) The headings of the paragraphs of this Agreement are for convenience of reference only and shall; not be considered a part of or affect the construction or interpretation of any provisions of this Agreement.
- (g) In the event any provision of this Agreement shall be invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof by affected thereby.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

Transportation Partners and Logistics, LLC

Date

By _____
Jim Orr
Title: PRESIDENT

EXHIBIT A

Parcels of land located in Sections 22, 23, and 26, all in Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows:

PARCEL I: A tract of land situated in the Southeast Quarter (SE/4) of Section 22, Township 24 South, Range 32 West of the 6th P.M., in Finney County, Kansas, more particularly described as follows: Beginning at a point on the East line of said Section 22, said point being 509.58 feet North of the Southeast corner of said Section, thence in a Northwesterly direction at an angle of 55 degrees 03' and along the Northerly right of way line of the Atchison, Topeka, and Santa Fe Railroad as it passes through said section a distance of 1770.0 feet, thence North at an interior angle of 124 degrees 57' a distance of 283.0 feet, thence in a Southeasterly direction at an interior angle of 55 degrees 03' a distance of 1770.0 feet to the East line of said Section, thence South at an interior angle of 124 degrees 57' and along the East line of said Section a distance of 283.0 feet to the point of beginning.

PARCEL II: A tract of land situated in the Southwest Quarter (SW/4) of Section 23, Township 24 South, Range 32 West of the 6th P.M., in Finney County, Kansas, more particularly described as follows: Starting at the Southwest corner of said Section 23, thence North 0 degrees 00' along the West line of said Section 23 a distance of 509.58 feet to the actual point of beginning, thence continuing North 0 degrees 00' along said West line of said Section a distance of 480.42 feet, thence South 89 degrees 47' East a distance of 1868.24 feet, thence South 0 degrees 00' a distance of 990.0 feet to the South line of said Section 23, thence North 89 degrees 47' West along the said South line of Section 23 a distance of 1136.0 feet to the Northerly right of way line of the A.T. & S.F. Railroad, thence North 55 degrees 03' West along the said Northerly right of way line of said railroad a distance of 893.25 feet to the point of beginning, EXCEPT THE FOLLOWING TRACT:

A tract of land in the Southwest Quarter (SW/4) of Section 23, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Section and assuming the West line of said Section to bear North 0 degrees 00' East; thence North along the West line of said section a distance of 234.81 feet; thence East at right angles to said West line a distance of 990.9 feet to the point of beginning, thence North 0 degrees 40' 31" East a distance of 485.0 feet; thence South 89 degrees 19' 29" East a distance of 415.0 feet; thence 0 degrees 40' 31" West a distance of 485.0 feet; thence South 89 degrees 19' 29" West a distance of 415.0 feet to the point of beginning.

PARCEL III: A tract of land situated in the North Half (N/2) of Section 26, Township 24 South, Range 32 West of the 6th P.M., in Finney County, Kansas, more particularly described as follows: Starting at the Northwest corner of said Section 26, thence South 89 degrees 47' East along the North line of said Section 26 a distance of 732.21 feet to the actual point of beginning, said point being on the Northerly right of way line of the A.T. & S.F. Railroad, thence South 55 degrees 03' East along the said Northerly right of way line of said railroad a distance of 2416.0 feet, thence North 0 degrees 13' East a distance of 1376.53 feet to the North line of said Section 26, thence North 89 degrees 47' West along the said North line of Section 26 a distance of 1985.5 feet to the point of beginning.

PARCEL IV: SURFACE RIGHTS ONLY TO:

Lot Four and the East Half of the Northeast Quarter (E/2 NE/4) of Section 26, Township 24 South, Range 32 West of the 6th P.M., lying Southerly and Westerly of the Second Drainage District Ditch and North of the Arkansas River, including: The following described lot, tract, or parcel of land, lying, being and situate in the County of Finney and State of Kansas, to-wit:

Commencing for a point of reference at the Northeast corner of said Section 26 and thence North 90 degrees 0' West along the North line of said Section for 1319.62 feet to a 1/2" rebar found for the point of beginning; Thence continuing North 90 degrees 0' West along the North line of said Section for 31.0 feet to a 1/2" by 24" rebar set; thence South 01 degree 49' 21" East for 955.38 feet to a 1/2" by 24" rebar set; thence North 0 degree 02' 13" East along the West line of the East one-half of the Northeast Quarter (E/2 NE/4) of said Section for 954.00 feet to the point of beginning, and excepting a tract or parcel of land situated in the County of Finney and State of Kansas, to-wit:

Commencing for a point of reference at the Northeast corner of said Section 26 and thence North 90 degrees 0' West along the North line of said Section for 1319.62 feet to a 1/2" rebar found, thence South 0 degrees 02' 13" West along the West line of the East One-Half of the Northeast Quarter (E/2 NE/4) of Section 26 for 954.90 feet to a 1/2" by 24" rebar set for the point of beginning; Thence continuing South 0 degree 02' 13" West for 1286.33 feet to a 1/2" rebar found on the North right-of-way line of the A.T. & S.F. Railroad; thence South 55 degrees 12' 20" East along said right of way line of 52.0 feet to a 1/2" by 24" rebar set; thence North 01 degree 49' 21" West for 1316.67 feet to the point of beginning and excepting:

That part of Lot 4 and the East One-Half of the Northeast Quarter (E/2 NE/4) of Section 26, Township 24 South, Range 32 lying South of the A.T. & S.F. Railroad and North of the Arkansas River in Finney County, Kansas.

PARCEL V: A tract containing 200.0216 acres, more or less, located in Section 23, Township 24 South, Range 32 west of the 6th P.M., and more particularly described as: Beginning at the West Quarter Section Corner of said Section 23; thence East on half section line bearing North 89 degrees 51' 30" East to a point on the center line of Drainage Ditch No. 2 a distance of 2298.92 feet; thence North Northwesterly on a line bearing North 02 degrees 43' 00" West along the center line of said Drainage Ditch No. 2 to a point of curvature a distance of 108.40 feet; thence along a curve to the left to a point on said curve (being on the center line of said Drainage Ditch No. 2) a distance of 25 feet; thence East on a line bearing North 89 degrees 51' 30" East to a point on the North-South half section line of said Section 23 a distance of 348 feet; thence South on half section line bearing South 00 degrees 18' 30" East to the Center Section Corner of said Section 23 a distance of 130 feet; thence East on half section line bearing North 89 degrees 51' 30" East a distance of 574.90 feet; thence Southeasterly on line bearing South 29 degrees 38' 30" East a distance of 2275.52 feet; thence East on line bearing North 89 degrees 52' 00" East a distance of 287.50 feet; thence South on line bearing South 00 degrees 20' 00" East to a point on the South section line of said Section 23 a distance of 660 feet; thence West on section line bearing South 89 degrees 52' 00" West a distance of 2749.15 feet; thence North on line bearing North 00 degrees 18' 00" West a distance of 990 feet; thence West on line bearing South 89 degrees 52' 00" West to a point on the West Section line of said Section 23 a distance of 1868.24 feet; thence North on Section line bearing North 00 degrees 18' 30" West to the place of beginning a distance of 1650.60 feet.

EXCEPT oil, gas and other minerals underlying the surface of said land.

Parcel VI:

A tract of land in the Southwest Quarter (SW ¼) of Section Twenty-three, (23), Township Twenty-four South, (T24S), Range Thirty-two West, (R32W), of the Sixth Principal Meridian, Finney County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said section and assuming the West line of said Section to bear North 0°00' East; thence North along the West line of said section a distance of 234.81 feet; thence East at right angles to said West line a distance of 990.9 feet to the point of beginning; thence North 0°40'31" East a distance of 485.0 feet; thence South 89°19'29" East a distance of 415.0 feet; thence South 0°40'31" West a distance of 485.0 feet; thence South 89°19'29" West a distance of 415.0 feet to the point of beginning.

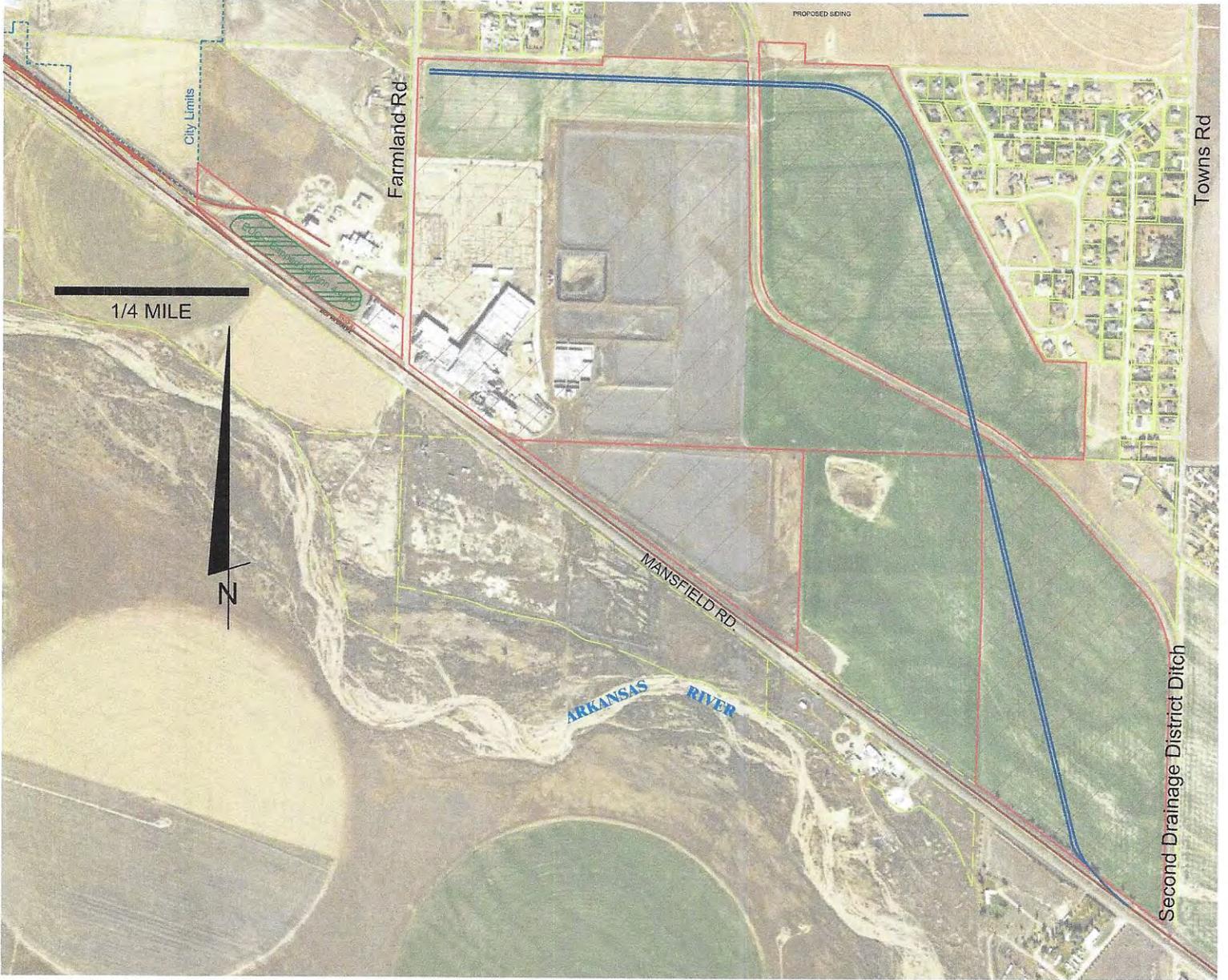


EXHIBIT B



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jennifer Cunningham, Assistant City Manager
DATE: September 6, 2016
RE: The Garden City Recreation Commission's operation of The Big Pool.

ISSUE:

The Governing Body is asked to consider and approve terminating the operating agreement between the City and the Garden City Recreation Commission for The Big Pool.

BACKGROUND:

The Garden City Recreation Commission (GCRC) has been responsible for the management of The Big Pool since 2003. The initial agreement between the City and GCRC was that the City would be responsible for lifeguard salaries and GCRC would be responsible for all expenses, management and operations. GCRC would also have the benefit of using the facilities for any programming they desired. The Big Pool has required substantial repairs over the past three years. Those repairs have cost an additional \$375,000 above the normal operating costs. Given its age, The Big Pool will continue to require maintenance and repairs.

Over the last two years, the Water, Electric and Public Works departments of the City have become more deeply involved in the operation, function and repair of The Big Pool. More recently the City Manager's Office tasked a working group of Management Team members to evaluate options for overseeing the physical plant of the pool as well as its summer operations.

The recommendation coming out of that analysis for the City Commission's consideration today is that the City monitor and maintain the facility. A team of Management Team members would be responsible for planning necessary upgrades and repairs. The larger projects associated with The Big Pool can be incorporated into the City Capital Improvement Planning process consistent with how projects from other City departments are identified and scheduled. Water, Electric and Public Works have identified and allocated tasks for maintenance of The Big Pool physical plant and maintenance related to its summer operations. The alternative to this recommendation is the status quo, which is undefined between the City and the Recreation Commission, whose agreement (which is not in writing) originated on the premise of the Recreation Commission operating the pool in the summer with unclear expectations on both sides with what that meant in terms of maintaining the physical plant of the pool.

The operation of the pool (lifeguards and concession operations) is much more in line with the overall mission of GCRC. However, the current "hold harmless" agreement with the City provides no performance incentive to GCRC to minimize the amount of subsidy required from the City. If GCRC were to continue summer operation of the pool, it would be beneficial to both entities to build an expense reimbursement model that was tied to performance (both financial and customer

satisfaction). The proposed alternative to continuing to outsource operation of The Big Pool to GCRC is to return to operating the City facility with City staff. Under this alternative, the Assistant City Manager would hire and oversee pool personnel, much in the fashion of a separate City department/division. If the City Commission does choose to terminate the agreement with GCRC for the operation of The Big Pool, GCRC would still be welcomed and encouraged to use the facility for programming consistent with its ability to use and program other City-owned recreation facilities.

In the near future, the proposed arrangement appears to City staff to be in the best financial interest of both organizations. In time, it would be advisable for the City to re-evaluate the benefits of outsourcing the operations of The Big Pool.

Attached, please find a copy of a letter provided to GCRC to advise them of City staff's intention to place this item before the City Commission for consideration at the September 6, 2016 regular meeting. As mentioned in the letter, GCRC met the goals of the agreement between the City and GCRC in 2003. They improved the professionalism, atmosphere and overall community impression of The Big Pool. Furthermore, the GCRC Aquatics Division and Maintenance Division were helpful in understanding what they were experiencing in recent years at The Big Pool so that we could adequately evaluate this facility and its future.

Also attached is a copy of the proposed formal Notice to Termination, which will be sent if the City Commission approves the recommendation.

ALTERNATIVES:

1. Terminate the agreement between the GCRC and the City and assume operation of The Big Pool.
2. Continue the agreement between the GCRC and the City and leave operation of The Big Pool with GCRC.

RECOMMENDATION:

Staff recommends Alternative #1.

FISCAL NOTE:

The complete fiscal impact of assuming responsibility of The Big Pool is still to be determined. The City has not operated this facility for 13 years. At least for 2016 and 2017, Staff believes the amounts budgeted by the City will not change.

ATTACHMENTS:

Description	Upload Date	Type
Formal Notice to Terminate	8/31/2016	Backup Material
Recommendation Notice of Termination	8/31/2016	Backup Material

NOTICE OF TERMINATION OF AGREEMENTS

TO: Aaron Stewart, Superintendent
Garden City Recreation Commission
310 North 6th Street
Garden City, Kansas 67846
Email: aaron.stewart@gardencityks.us

FROM: Matthew C. Allen, City Manager
City of Garden City, Kansas
P. O. Box 998
Garden City, Kansas 67846
Email: matt.allen@gardencityks.us

Date: September 6, 2016

City of Garden City, Kansas (City) hereby gives notice to Garden City Recreation Commission (GCRC), that any and all agreements for operation of the City Municipal Pool between GCRC and City are terminated as of December 31, 2016. City is terminating the agreements thereby relieving both parties of any further obligation or responsibilities under the terms of the agreements.

CITY OF GARDEN CITY, KANSAS

September 6, 2016

By _____
Matthew C. Allen, City Manager



August 22, 2016

Garden City Recreation Commission
Attn: Aaron Stewart, Superintendent
310 N. 8th
Garden City, Kansas 67846

CITY COMMISSION

CHRIS LAW,
Mayor

ROY CESSNA
MELVIN L. DALE
JANET A. DOLL
DAN FANKHAUSER

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GISELL
City Counselor

Dear GCRC Board and Superintendent Stewart,

This letter is to make you aware that the City Commission will consider a recommendation from staff that, at its September 6th regular meeting, the City end its current arrangement with the Garden City Recreation Commission (GCRC) for operation of the City's Municipal Swimming Pool ("The Big Pool"). I wanted you, your staff and your board to have advance notice of our intentions leading up to the distribution of the September 6th City Commission meeting agenda packet.

In 2003, GCRC and the City entered into a fee for service partnership on the operation of The Big Pool which has served the community well. GCRC increased the professionalism and improved the overall impression of The Big Pool and played a critical role in advocating for facility upgrades. GCRC staff has promoted a safe and fun atmosphere and the City is appreciative of the partnership.

In recent years, The Big Pool has shown its age and the City has invested significant funds to repair and extend the facility's life. However, there is still more work to be done. Our staff has been assessing the condition of the pool as well as current practices over recent weeks (and we certainly appreciate GCRC aquatics and maintenance divisions accommodating this review). It is our conclusion that ongoing maintenance and increased systems analysis of this facility lends itself to being operated by the owner: the City.

Upon GCRC submitting a final list of actual expenses for the 2016 pool season, the City will provide GCRC the remaining funding for this service.

Please know that, if the City Commission approves the recommendation to end the current arrangement, the City still intends to make The Big Pool available for GCRC programming as it would other municipally-owned recreational facilities.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Allen", written over a white background.

Matt Allen
City Manager

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

NOTICE OF TERMINATION OF AGREEMENTS

TO: Aaron Stewart, Superintendent
Garden City Recreation Commission
310 North 6th Street
Garden City, Kansas 67846
Email: aaron.stewart@gardencityks.us

FROM: Matthew C. Allen, City Manager
City of Garden City, Kansas
P. O. Box 998
Garden City, Kansas 67846
Email: matt.allen@gardencityks.us

Date: September 6, 2016

City of Garden City, Kansas (City) hereby gives notice to Garden City Recreation Commission (GCRC), that any and all agreements for operation of the City Municipal Pool between GCRC and City are terminated as of December 31, 2016. City is terminating the agreements thereby relieving both parties of any further obligation or responsibilities under the terms of the agreements.

CITY OF GARDEN CITY, KANSAS

September 6, 2016

By _____
Matthew C. Allen, City Manager



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE: September 6, 2016
RE: Water right and property purchase agreement with Roger and Deborah Jarmer.

ISSUE:

The Governing Body is asked to consider and approve the purchase of water rights and property from Roger and Deborah Jarmer.

BACKGROUND:

In 1996, the City of Garden City signed a 20 year lease agreement between Roger Jarmer and Deborah Jarmer for the use of water. This lease agreement expires in November 2016. As part of the agreement, the City constructed a well to pump water under File #42,520. This is a Dakota Aquifer well. We call this the Jarmer Well. It is located just north of the US-50/83/400 Bypass at Campus Drive. The terms of the agreement included a \$5,000 annual payment to the Jarmers for use of water.

The well is used during peak seasons and usage has generally been low due to the fact the water quality is lower than Ogallala wells.

Jarmer Well Historical Usage

	Gallons	Acre Feet
2015	2,506,880	7.693332
2014	1,000,000	3.068887
2013	6,443,000	19.77284
2012	50,970,000	156.4212
2011	119,556,000	366.9039
2010	57,527,000	176.5439
2009	65,655,000	201.4878
2008	68,775,000	211.0627
2007	29,712,000	91.18278
2006	52,202,000	160.2021
2005	124,350,000	381.6161

The Jarmers have agreed to sell to the City water right #42,520 (399.9 AF appropriation for "Municipal" use), the property where the well is located (approximately .07 acre), and access to the well site for \$350,000. Based on the AF appropriation alone (no land or value of the well infrastructure), this purchase price works out to \$875.00 per AF. It is proposed the City pay

\$50,000.00 at the time the agreement is executed and \$30,000.00 annually for the next 10 years. Please see attached area map. At the end of the term, the City would own the land and the water right. The Jarmers have also agreed that should they decide to sell the adjacent 7 acres to the water well site, the City would have the right of first refusal to purchase the additional land. Plus, there is potential that additional water rights could be available to the City, at some time in the future.

ALTERNATIVES:

1. Authorize the City Attorney to develop a purchase agreement with the Jarmers and authorize the Mayor to execute the agreement.
2. Do not authorize the City Attorney to develop a purchase agreement with the Jarmers .

RECOMMENDATION:

Staff recommends alternative 1.

FISCAL NOTE:

GL CODE 080-31-311-6030 (Land Purchase) will be used for the \$50,000 up front payment and \$30,000 per year will be budgeted for future years to fulfill this contractual obligation.

ATTACHMENTS:

Description	Upload Date	Type
lease agreement and map	8/23/2016	Backup Material
well permit	8/23/2016	Backup Material

LEASE AND WATER PRODUCTION AGREEMENT

THIS LEASE AND WATER PRODUCTION AGREEMENT (Agreement) made and entered into this 15th day of November, 1996, by and between ROGER JARMER and DEBORAH JARMER (JARMER) and the CITY OF GARDEN CITY, KANSAS (CITY).

WHEREAS, Jarmer owns real property north and adjacent to the current corporate limits of the City of Garden City, Kansas; and

WHEREAS, City is desirous of leasing a portion of the real property for the purpose of filing an application for permit to appropriate ground water from the Dakota Aquifer, drilling a test water well and thereafter, construction of a well house, pump, pipeline, and necessary production and distribution equipment for producing potable water by City for a municipal purpose; and

WHEREAS, the parties desire to enter into a long term agreement for lease of real property and production of water by City.

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

1. **LEASED PREMISES.** Jarmer hereby leases to City the following described real property located in Finney County, Kansas, to-wit:

A tract of land situated in the Southeast Quarter (SE/4) of Section Thirty-Two (32), Township Twenty-three (23), Range Thirty-Two (32), Finney County, Kansas (leased premises)
(more specific description as to exact location of well(s) set forth on Exhibit A)

Jarmer covenants and warrants that Jarmer is the owner of the leased premises and is vested with the right to grant a lease of the leased premises.

2. **WATER PRODUCTION.** Jarmer grants to City, on the terms and conditions set forth in this Agreement, the right to file an application for permit to appropriate ground water from the Dakota Aquifer, and drill a test water well and thereafter, construct a pump, well house, pipeline, and all necessary water production and distribution equipment on the leased premises, at locations mutually agreeable to the parties, for the purpose of production of water by City. Jarmer warrants that Jarmer is vested with fee ownership of the surface and subsurface interests and rights which Jarmer believes are reasonably necessary to convey to City the use intended by this Agreement.

3. **TERM.** The initial term of this Agreement shall be for a period of twenty (20) years from and after date of execution and shall continue thereafter so long as this Agreement is not earlier terminated as herein provided. At the end of the 20 year term set

forth herein, this Agreement shall terminate, unless the parties have negotiated an extension of this Agreement or a new agreement prior to the termination date. The parties agree to negotiate in good faith for an extension of this Agreement or the creation of a new agreement. Should City (a) terminate production of water from the leased premises, and such nonproduction continue for a period of three (3) years, without due and sufficient cause or (b) fail to make any installment payment when due, or (c) fail or refuse to comply with any term of this Agreement, then Jarmer may terminate this Agreement by giving City thirty (30) days written notice, by certified mail, that if this Agreement is not specifically complied with by City within thirty (30) days of the mailing of the notice, this Agreement shall be deemed to be terminated with no further obligation on the part of either party. Should City determine that it is no longer in need of production of water from the leased premises, it may give notice of termination of tenancy and water use, at least 120 days prior to the end of any annual term, which notice shall terminate this Agreement on the anniversary date of the next annual term of this Agreement. In the event this Agreement is terminated for cause, expiration of the term, or for any other reason whatsoever, this Agreement shall constitute a deed and assignment from City to Jarmer, of all right, title and interest of City in and to the surface and water rights, whether in form of temporary permit or certificate of appropriation, obtained and perfected by City hereunder on the leased premises, to the extent allowed by law.

4. **CONSIDERATION/RENT.** City shall pay Jarmer the sum of One Thousand Dollars (\$1,000.00) upon execution of this Agreement for the right to drill a test water well on the leased premises. The test well shall be drilled within eight (8) months of the date of execution of this Agreement. After the drilling of the test well, but prior to July 1, 1997, if the City decides not to produce and distribute water from the leased premises, upon written notice of same from City to Jarmer, this Agreement shall be deemed to be terminated, and City shall have no further obligation under this Agreement, although Jarmer shall be entitled to retain the One Thousand Dollars (\$1,000.00) paid by City to Jarmer for the right to drill the test well. Should the test water well produce evidence of water of satisfactory quality and quantity in the Dakota Aquifer, then City shall thereafter pay Jarmer for rent of the leased premises and as consideration for production of water from the leased premises, the sum of Five Thousand Dollars (\$5,000.00) per year, with the first payment due on or before July 1, 1997, with each subsequent payment due on an annual basis on or before July 1st of the next year of the term. The One Thousand Dollar (\$1,000.00) payment made by City to Jarmer for the right to drill a test water well shall be applied to the first annual rent due, should the City, in its sole discretion, decide to produce and distribute water from the leased premises. As additional consideration for this Agreement, City grants to Jarmer the right to draw water from City's water system, at the time the water system is extended to Jarmer's present residence, for domestic and residential horticultural uses on Jarmer's present residence and the surrounding two (2) acres, at no cost to Jarmer, during the term of this Agreement.

5. **INGRESS/EGRESS.** Jarmer grants to City, the right of ingress and egress to the water well site located on the leased premises and such ingress and egress shall continue even if Jarmer divests itself of title to the leased premises, or real property adjoining or adjacent to the leased premises.

6. **DRILLING AND PRODUCTION COSTS.** City shall be responsible for any and all costs and expenses associated with obtaining a temporary permit or certificate of appropriation in production of ground water from the Dakota Aquifer, drilling a test or permanent water well, construction of a well house, pipeline, and construction and maintenance of any and all equipment necessary for production and distribution of water from the leased premises.

7. **REPLACEMENT WELL.** Should the original water well drilled and developed by City need to be replaced, at the sole determination and discretion of City, City may drill one or more new water wells on the leased premises at a location mutually agreed upon by the parties, for the purpose of production and distribution of water.

8. **EXCLUSIVE GRANT/NONINTERFERENCE.** Jarmer agrees that it shall not grant use of water under the leased premises or any other real property adjoining or adjacent to the leased premises owned by Jarmer which would interfere with the quantity or quality of water produced and distributed by City. Jarmer shall not conduct any activity on or near the leased premises which would interfere with the quantity or quality of water produced or distributed by City.

9. **AUTHORITY TO PRODUCE AND DISTRIBUTE WATER.** City shall be responsible for acquiring from the Division of Water Resources of the State of Kansas any and all authority necessary to produce and distribute water from the Dakota Aquifer under the leased premises in the manner and in the quantity intended by City. City agrees to file all water reports and otherwise operate any producing wells in the manner required by applicable state and federal laws and regulations, and the terms of any permit or certificate of appropriation. City recognizes that Jarmer has the right to produce Ogallala Aquifer water on adjacent lands, and City warrants that production of water from the Dakota Aquifer under the leased premises shall not interfere with any current Jarmer water production rights.

10. **EASEMENTS.** Jarmer agrees to grant to City, any and all easements necessary to allow for City to construct and maintain water production and distribution equipment or pipelines across the leased premises and all other real property owned by Jarmer adjoining or adjacent to the real property.

11. **DAMAGE TO LEASED PREMISES.** The parties acknowledged that there will be disruption of the surface of the leased premises or adjoining or adjacent real property in the drilling of wells and/or construction of a water production and distribution system by City. City agrees to conduct all activities on the leased premises so as to minimize damage to the leased premises. City agrees to compensate Jarmer for any and all damage to the leased premises or adjoining or adjacent real property owned by Jarmer as a result of disruption of real property which might interfere with the intended use of real property by Jarmer.

12. **RESTORATION.** City agrees to remove all equipment and structures from the leased premises upon termination of this Agreement, and restore the leased premises to the condition it was in prior to use by City. At Jarmer's option, City shall either plug all wells

in accordance with the existing laws or regulations applicable thereto, or leave all wells open for use by Jarmer.

13. **NONAPPROPRIATION OF FUNDS.** Notwithstanding any other provision contained herein, City is obligated only to pay periodic payments hereunder as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during City's current budget year, or (b) funds made available from any lawfully operated revenue producing source.

14. **APPROVAL.** City has complied with all statutory laws, regulations, and ordinances and with all bidding requirements where necessary, and has by all required notifications presented this Agreement for approval and adoption as a valid obligation on its part.

15. **GENERAL COVENANTS.**

(a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

(1) If to City:

City Manager
P.O. Box 499
Garden City, Kansas 67846

(2) If to Jarmer:

Roger and Deborah Jarmer
1515 East Highway 50
Garden City, Kansas 67846

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

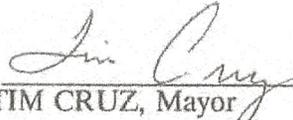
(b) This Agreement may not be amended, changed, assigned, sold, sublet, or modified, without the written consent of both parties.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns, and the parties intend for this Agreement to run with the land.

(d) This Agreement shall be construed in accordance with the laws of the State of Kansas.

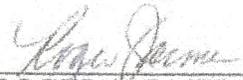
IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

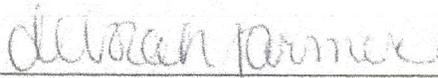
CITY OF GARDEN CITY, KANSAS

By 
TIM CRUZ, Mayor

ATTEST:


JEAN E. SOLZE, City Clerk


ROGER JARMER


DEBORAH JARMER



KANSAS DEPARTMENT OF AGRICULTURE
Alice A. Devine, Secretary of Agriculture

DIVISION OF WATER RESOURCES
David L. Pope, Chief Engineer

**APPROVAL OF APPLICATION
and
PERMIT TO PROCEED**
(This is not a Certificate of Appropriation)

This is to certify that I have examined Application File No. 42,520 of the applicant

**City of Garden City
PO Box 499
Garden City, Kansas 67846-0499**

RECEIVED
JAN 21 1998
Field Office
Division of Water Resources
Garden City

for a permit to appropriate water for beneficial use, together with the maps, plans and other submitted data, and that the application is hereby approved and the applicant is hereby authorized, subject to vested rights and prior appropriations, to proceed with the construction of the proposed diversion works (except those dams and stream obstructions regulated by K.S.A. 82a-301 through 305a, as amended), and to proceed with all steps necessary for the application of the water to the approved and proposed beneficial use and otherwise perfect the proposed appropriation subject to the following terms, conditions and limitations:

1. That the priority date assigned to such application is November 4, 1996.
2. That the water sought to be appropriated shall be used for municipal use in the city of Garden City and immediate vicinity.
3. That the authorized source from which the appropriation shall be made is groundwater from the Lower Cretaceous (Dakota) aquifer, in the drainage basin of the Arkansas River to be withdrawn by means of one (1) well located in the Southeast Quarter of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 32, more particularly described as being near a point 100 feet North and 600 feet West of the Southeast corner of said section, in Township 23 South, Range 32 West, Finney County, Kansas, located substantially as shown on the topographic map accompanying the application.
4. That the appropriation sought shall be limited to a maximum diversion rate not in excess of 1,000 gallons per minute (2.23 c.f.s.) and to a quantity not to exceed 162.93 million gallons (500 acre-feet) of water for any calendar year.
5. That installation of works for diversion of water shall be completed on or before December 31, 1999 or within any authorized extension thereof. The applicant shall notify the Chief Engineer and pay the statutorily required field inspection fee of \$200.00 when construction of the works has been completed. Failure to timely submit the notice and the fee will result in revocation of the permit. Any request for an extension of time shall be submitted prior to the expiration of the deadline and shall be accompanied by the required statutory fee, which is currently \$50.00.
6. That the proposed appropriation shall be perfected by the actual application of water to the proposed beneficial use on or before December 31, 2018 or any authorized extension thereof. Any request for an extension of time shall be submitted prior to the expiration of the deadline and shall be accompanied by the required statutory fee, which is currently \$50.00.
7. That the applicant shall not be deemed to have acquired a water appropriation for a quantity in excess of the amount approved herein nor in excess of the amount found by the Chief Engineer to have been actually used for the approved purpose during one calendar year subsequent to approval of the application and within the time specified for perfection or any authorized extension thereof.
8. That the use of water herein authorized shall not be made so as to impair any use under existing water rights nor prejudicially and unreasonably affect the public interest.
9. That the right of the appropriator shall relate to a specific quantity of water and such right must allow for a reasonable raising or lowering of the static water level and for the reasonable increase or decrease of the streamflow at the appropriator's point of diversion.

DUPLICATE COPY

10. That this permit does not constitute authority under K.S.A. 82a-301 through 305a to construct any dam or other obstruction; nor does it grant any right-of-way, or authorize entry upon or injury to, public or private property.

11. That all diversion works constructed under the authority of this permit into which any type of chemical or other foreign substance will be injected into the water pumped from the diversion works shall be equipped with an in-line, automatic quick-closing, check valve capable of preventing pollution of the source of the water supply. The type of valve installed shall meet specifications adopted by the Chief Engineer and shall be maintained in an operating condition satisfactory to the Chief Engineer.

12. That all wells with a diversion rate of 100 gallons per minute or more drilled under the authority of this permit shall have a tube or other device installed in a manner acceptable to, and in accordance with specifications adopted by, the Chief Engineer. This tube or device shall be suitable for making water level measurements and shall be maintained in a condition satisfactory to the Chief Engineer.

13. That an acceptable water flow meter shall be installed on the diversion works authorized by this permit in accordance with specifications adopted by the Chief Engineer on February 27, 1985, shall be maintained in an operating condition satisfactory to the Chief Engineer, and shall be used to provide information required on the annual water use report (including the meter reading at the beginning and ending of the report year).

14. That the applicant shall maintain accurate and complete records from which the quantity of water diverted during each calendar year may be readily determined and the applicant shall file an annual water use report with the Chief Engineer by March 1 following the end of each calendar year. Failure to file the annual water use report by the due date shall cause the applicant to be subject to a civil penalty.

15. That no water user shall engage in nor allow the waste of any water diverted under the authority of this permit.

16. That failure without cause to comply with provisions of the permit and its terms, conditions and limitations will result in the forfeiture of the priority date, revocation of the permit and dismissal of the application.

17. That the right to appropriate water under authority of this permit is subject to any minimum desirable streamflow requirements identified and established pursuant to K.S.A. 82a-703c for the source of supply to which this water right applies.

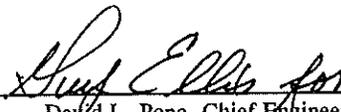
18. That the Chief Engineer specifically retains jurisdiction in this matter with authority to make such reasonable reductions in the approved rate of diversion and quantity authorized to be perfected, and such changes in other terms, conditions, and limitations set forth in this approval and permit to proceed as may be deemed to be in the public interest.

19. That the applicant shall cause the well under this appropriation to be constructed so that the source of supply will be restricted to withdrawal of water from the Lower Cretaceous (Dakota) Formation, thereby precluding withdrawal of water from any overlying water-bearing strata and insure that an adequate seal is placed between the Lower Cretaceous (Dakota) Formation and all overlying water-bearing strata so as to prevent any movement of water between formations.

20. That the well casing and other appurtenances to said well under this appropriation shall be maintained by the applicant to the satisfaction of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture.

21. That in the event that this permit is dismissed or the well under this appropriation should become abandoned by the applicant, the applicant shall cause said well to be plugged in accordance with the requirements of article 30 of the Rules and Regulations as adopted by the Kansas Department of Health and Environment.

Dated this 15th day of January, 1998.



David L. Pope, Chief Engineer, P.E.
Division of Water Resources
Kansas Department of Agriculture

WATER RESOURCES DIVISION



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: September 6, 2016
RE: Joint Community Health Advisory Board.

ISSUE:

The Governing Body is asked to consider a joint Community Health Advisory Board for Garden City, Finney County, & Holcomb.

BACKGROUND:

The Community Health Advisory Board is a recommending board that is interested in implementing healthy initiatives throughout Garden City's boundaries. The Neighborhood & Development Services Department is the staff liaison for the Community Health Advisory Board. The Community Health Advisory Board feels that the issues of health go beyond just the boundaries of Garden City and by involving the County and Holcomb we can be a stronger and healthier community.

To help gain a healthier community as a whole, the Community Health Advisory Board recommends that there be a joint Health Advisory Board for Garden City, Finney County and Holcomb. The new joint board would account for recommending healthy initiatives for all three jurisdictions where it had previously only recommended for the City. If this joint Board is created, it would remain as nine members; however, the current Community Health Advisory Board would be dissolved. Just like the existing Board, an Area-Wide Board would have representation from the Finney County Community Health Coalition, Finney County Health Department and another health service agency all appointed by the Mayor of the City of Garden City. In addition, the Mayor of the City of Garden City would appoint three additional members. Two members would be appointed by the County Governing Body, and one member appointed by the Holcomb Governing Body. The newly appointed members may consist of the current members.

ALTERNATIVES:

The Governing Body may:

1. Request Staff pursue a joint Garden City, Finney County & Holcomb Community Health Advisory Board.
2. Request Staff not pursue a joint Garden City, Finney County & Holcomb Community Health Advisory Board.

RECOMMENDATION:

Staff recommends the Governing Body select the best alternative for the community.

FISCAL NOTE:

Staff's time spent on matters of this Board equates to approximately \$8,196.00 annually. This amount has already been allotted to the Neighborhood & Development Services in the General

Fund.

Consent Agenda



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE: September 6, 2016
RE: Specialized limited access equipment bid.

ISSUE:

The Governing Body is asked to consider and approve the bid from Terex Utilities in the amount of \$183,275.66 for specialized limited access equipment.

BACKGROUND:

There are a growing amount of developments that require rear lot installation of electrical equipment in easements that typically have no alley or other means to access the equipment. Therefore, smaller specialized equipment that can fit through the typical 36" gate with the ability to carry the necessary equipment with it is required for electrical crews to maintain the equipment. Bids were solicited from three manufactures of the equipment. On August 30, 2016 at 10:00 a.m., three bids were received. However, two of the three bids did not meet the minimum specifications. Bid tab is as follows;

Date & Time: Tuesday, 30 August, 2016 10:00 a.m.
 Equipment: One Mini Derrick Limited Access Backyard Machine
 Location: Electric Department

BIDDERS	COST	TOTAL CITY COST	DELIVERY DATE	EXCEPTIONS & COMMENTS
Terex Utilities Dennis Poulakos	\$183,275.66	\$183,275.66	In-Stock 1 week	SDP-EZ Hauler 55 MLP
CTE Skylift Equipment Joe Boatright	\$176,853.00	\$176,853.00	18 weeks	Skylift Mini-Derrick 33 Plus/TD Bidder did not meet specifications Did not meet sheave height specification Did not meet engine specification Did not meet electronic controls specifications Did not meet hydraulic 2-speed drive system specification
Altec Inc. Tim Wilcoxson	\$157,955.37	\$157,955.37	9-13 weeks	Altec DB37 Bidder did not meet specifications Did not meet lifting capacity specification Did not meet sheave height specification Did not meet engine specification Did not meet axle and suspension specification Did not meet fuel tank specification Did not meet hydraulic oil tank specification Did not meet torque specifications

ALTERNATIVES:

- 1) Award the bid from Terex Utilities in the amount of \$183,275.66.
- 2) Reject the bid and direct staff to re-bid the equipment.

RECOMMENDATION:

Staff recommends the Governing Body approve alternative #1.

FISCAL NOTE:

The funding for this equipment will be purchased from the 2016 electrical fund budget - G/L Code 068-411-6100.08 that currently has a balance of \$250,000.00.

ATTACHMENTS:

Description	Upload Date	Type
Limited Access Equip. Minimum Specifications	8/31/2016	Backup Material

**MINIMUM SPECIFICATION
2016 MODEL AND CURRENT PRODUCTION
MINI DERRICK EASY ACCESS BACKYARD MACHINE**

INSTRUCTIONS TO BIDDERS

1. Address bids to City of Garden City, Electric Department, 140 Harvest Street, Garden City, Kansas 67846 on or before **10:00 a.m. CT, Tuesday August 30, 2016** . Mark on the outside of the envelope: **BACKYARD MACHINE.**
2. Bids will be opened publicly by the City Manager or his official representative and read aloud at 140 Harvest St. All Bids must be submitted prior to the bid opening time to qualify.
3. After the bids are opened, each will be carefully reviewed. Generally, a decision as to who the best bidder is will be made within 24 hours after the bids are opened.
4. The City of Garden City reserves the right to reject any and all bids.
5. A responsible officer or employee of the company must sign all bids. Obligations assumed by such signature must be fulfilled.
6. Time of delivery is a part of the consideration and must be stated.
7. The Electric Dept. is not exempt from applicable state and local tax, unless otherwise stated on bid quotation form.
8. All bids are to be F.O.B. Garden City, Kansas, unless otherwise stated.
9. All bids must meet the MINIMUM SPECIFICATIONS. Any bid which fails to do so will be subject to rejection.
10. Please resolve any questions which you may have regarding the Minimum Specifications, bid requirements, etc. before the bid opening. Direct questions to Tyler Patterson (620)-276-1290
11. If a bidder is not able to meet an item as specified and he elects to delete it or substitute with another item, it must be clearly set forth in the bid, along with the itemized cost of each such change. The exception must be designated as such by marking "EXC." before the cost. An explanation of the exception should also be given on an attached sheet with the bid.
12. The successful bidder must furnish at the time of delivery, a copy of the factory invoice listing required accessories and will furnish at time of delivery a certificate attesting that all specifications are included in or on the delivered unit as bid. Said certificate form will be furnished to the City prior to delivery of the unit.
13. Any item which is set forth in the itemized specifications that is standard equipment on the unit and included in the unit base price should be indicated as such by marking "standard or "N/C" -- no charge.

**MINIMUM SPECIFICATION
2016 MODEL AND CURRENT PRODUCTION
MINI DERRICK EASY ACCESS BACKYARD MACHINE**

CONDITIONS:

1. Unit requested under these specifications shall be an unused standard production model of the latest design in current production, priced delivered, installed, and set-up ready for service to the City of Garden City, Kansas. The completed unit must be certified by the vendor to meet all applicable Federal and State requirements including, but not limited to, ANSI, OSHA, and DOT. Date of delivery of the specified model will be considered in determining the best bidder.
2. Materials shall be of good commercial quality for the intended service and shall be produced by use of current manufacturing processes. Material shall be treated to resist rust, corrosion and wear. The design of the mechanical members shall be such that the stress imposed through normal shock loads at maximum torque shall not cause rupture or permanent deformation or undue wear on any member.
3. The bidder shall satisfy the purchasing official that they maintain a store or branch staffed with qualified servicemen and with provisions for securing parts from the manufacturer within a reasonable length of time.
4. Bidders must submit with their bid the latest printed specifications and advertising literature on the unit they propose to furnish. Bidder shall supply one (1) parts book, one (1) service and repair manual. Bidder agrees to conduct a training course for City operators if needed.
5. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet is labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the BID.
6. Awards will be made to the best lowest responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee clauses shall all be taken into consideration.
7. Notwithstanding any reference in the specifications to any article, device, product or material by name or make, such references shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the bidder may at his option, quote equipment which is considered equal to that specified.
8. The purchaser reserves the right to reject any or all bids, to waive any informality to bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.
9. Delivery of vehicle by delivery date specified on Bid Quotation Form is a material condition of bid. As an additional or alternative remedy, if bidder is not able to meet the delivery date and the delivery date is more than 30 days past the original delivery date stated on Bid Quotation Form, the City of Garden City shall have the option to rescind acceptance of this bid and any purchase contract.

**MINIMUM SPECIFICATION
2016 MODEL AND CURRENT PRODUCTION
MINI DERRICK EASY ACCESS BACKYARD MACHINE**

	COMPLY	
	YES	NO
<u>MODEL:</u> 2016 Mini Derrick Easy Access Backyard Machine		
<u>GENERAL SERVICE:</u>		
5,500 lb lifting capacity	_____	_____
42' Sheave Height	_____	_____
Ability to get through a 36" gate	_____	_____
Jib with Winch, bucket, and 18" auger.	_____	_____
Tool circuit with 25' line hose	_____	_____
2,500lb transformer deck capacity	_____	_____
Trailer included	_____	_____
<u>ENGINE:</u>		
25hp Diesel Engine	_____	_____
<u>ELECTRONIC ENGINE CONTROL:</u>		
12 VDC operated	_____	_____
Load limit protection	_____	_____
Electronic controls, hydraulic driven	_____	_____
2- speed switch with key start, tool outlet valve and gauges	_____	_____
<u>TRANSMISSION & EQUIPMENT:</u>		
Hydraulic automatic two-speed drive system	_____	_____
Hydraulic driven 360 degree rotation assembly	_____	_____
<u>FRONT AXLE & SUSPENSION:</u>		
Trailer- 17,500 GVWR Double axle	_____	_____
<u>BRAKE SYSTEM EQUIPMENT:</u>		
Trailer- Electric brakes W/ Break way system	_____	_____
<u>FRAME & WHEELBASE:</u>		
Steel frame with boom being dielectrically tested to 46kv	_____	_____
Hydraulic driven rubber tracks with ability to extend out and retract	_____	_____
<u>FUEL TANKS & EQUIPMENT:</u>		
10 gallon fuel tank	_____	_____
24 gallon hydraulic oil tank	_____	_____

**MINIMUM SPECIFICATION
2016 MODEL AND CURRENT PRODUCTION
MINI DERRICK EASY ACCESS BACKYARD MACHINE**

FRONT TIRES, HUBS, AND WHEELS:

The unit will have rubber tracks

CAB EXTERIOR:

- Four hydraulic driven outriggers with ground pads
- 2,500lb capacity deck
- 3,500 lb./ft. torque 18' auger
- Hydraulic pole claws
- (1) 24"X 24"X 42" 300lb capacity single man bucket
- (1) 8' Jib
- Remote charging station
- Hydraulic tool outlet with 25' hose reel
- (3) working lights
- Trailer- 10,000 lb. tongue jack
- Trailer- (4) Tie down points
- Trailer- (1) Mounted tool box
- Trailer- LED DOT lights

INSTRUMENT PANELS AND CONTROLS:

- Control Board- Key start, throttle, speed switch, equipment function knobs and gauges
- E-Stop on deck and remote
- Remote control pack with two batteries

PAINT:

White

WARRANTY:

1 Year Standard Warranty

DEALER SPECIAL ADD-ON OPTIONS:



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE: September 6, 2016
RE: Rejection of bids for 7th Street waterline replacement project.

ISSUE:

The Governing Body is asked to consider rejecting all bids that were received on August 31, 2016 for the 7th Street waterline replacement project. PEC Project # 35-1602223-000-0951.

BACKGROUND:

Bids were received on August 31, 2016 for the 7th Street waterline replacement project at 10:00 a.m. The project was to replace the waterline on 7th Street between Laurel Street and Holmes Street.

Three bids were received and all three exceeded the engineer's estimate.

Engineers Estimate -	\$398,320.00
Lee Construction -	\$556,617.00
Nowak Construction -	\$740,571.00
Dick Construction-	\$870,978.00

ALTERNATIVES:

1). Reject all bids and direct staff to re-advertise for bids.

RECOMMENDATION:

1). Staff recommends alternative 1.

FISCAL NOTE:

No fiscal impact by rejection of all bids.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 6, 2016
RE: New Licenses

ISSUE:

The Governing Body is asked to consider and approve a temporary Cereal Malt Beverage license for Samy's Spirits and Steakhouse.

BACKGROUND:

None.

ALTERNATIVES:

1. Approve the temporary Cereal Malt Beverage.
2. Deny the temporary Cereal Malt Beverage.

RECOMMENDATION:

Staff recommends approval of the temporary Cereal Malt Beverage.

FISCAL NOTE:

None.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Hurtado, Celyn	Approved	9/2/2016 - 5:05 PM

Other Entities Minutes



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services
DATE: September 6, 2016
RE: Presentation of the August, 2016 agenda and the July, 2016 approved minutes from the Community Health Advisory Board.

ISSUE:

Presentation of the August, 2016 agenda and the July, 2016 approved minutes from the Community Health Advisory Board meeting.

BACKGROUND:

Attached is the August, 2016 agenda and the July, 2016 approved minutes from the Community Health Advisory Board.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
CHAB August, 2016 agenda	8/23/2016	Backup Material
CHAB July, 2016 Approved Minutes	8/23/2016	Backup Material

**COMMUNITY HEALTH ADVISORY BOARD
AGENDA**

Wednesday, August 17, 2016
5:00 P.M. City Commission Chamber – Garden City, Kansas

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

- I. CALL REGULAR MEETING TO ORDER**
- II. APPROVAL/REVIEW OF MINUTES from July 21st meeting**
- III. GENERAL STAFF REPORT AND UPDATE**
- IV. BUSINESS**
 - A. 3rd to Campus Trail**
- V. ADJOURN**

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

THURSDAY JUL Y 21, 2016 AT 4:30PM

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

Present were Chairperson Nusser, Vice-Chairperson Koksai, Member Campbell, Member Shrader, Member Swords, and Member Unruh. Also in attendance were Community Health Advisory Board Staff Liaisons Davidson and Staff Thibault.

I. CALLED MEETING TO ORDER

At 4:38 pm. *Chairperson Nusser* called the meeting to order.

II. APPROVAL/REVIEW OF MINUTES:

- a) *Member Unruh* makes a motion to approve the minutes from May 12, 2016. *Vice-Chairperson Koksai* seconds motion. Votes were taken by yeas and nays and recorded as follows:

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

Motion passed.

III. GENERAL STAFF REPORT AND UPDATE

- a) **Progress of Garden City/Holcomb/Finney County Area Wide CHAB**

Staff Davidson explains that the first step to this process would be to present the joint CHAB memo to the Garden City Governing Body; if they approve the memo, they may move forward and proceed to seek any interest from Finney County and Holcomb Governing Bodies. *Member Unruh* asks if all jurisdictions must participate or if the joint board could consist of only two jurisdictions. *Staff Davidson* explains that it could be just two jurisdictions if not all wanted to participate in the cooperative board. Discussion ensued regarding the possibility of Holcomb joining the joint board. *Chairperson Nusser* suggests that the board wait for Holcomb to express interest before approaching them. *Staff Davidson* explains that waiting for a decision could put the completion of a joint board on hold. She volunteers to present the idea to Robin (Holcomb Clerk) to find out if they have any interest toward the new concept.

Vice-Chairperson Koksai makes a motion to table the Garden City/Holcomb/Finney County Area Wide CHAB memo until they find out if Holcomb is interested in joining a collaborative board. *Member Unruh* seconds the motion.

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

Motion passed.

- b) **Tobacco 21**

Staff Davidson addresses the question asked at the last meeting regarding board members from this board meeting as a quorum in other boards they serve on. After talking with Randy, City Counsel, she was informed that it wouldn't be a problem if the discussion was about general health, however, a specific topic could not be part of a discussion. *Vice-Chairperson Koksai* asks about the status of Donna's grant. *Member Shrader* explains that her grant was renewed but she has a specific plan for the grant and has decided to move slowly with that process so she would prefer it not to be public until she is ready to present. The plan is to form a youth council to see if it's of interest to them. *Staff Davidson* reiterates that the Tobacco 21 idea continue being tabled. *Member Campbell* explains he believes there should be an ordinance in place first then later have the board worry about the back office work. *Staff Davidson* explains that the goal was to get the idea out to the public to get people interested to gain supporters, especially youth. *Member Campbell* asks if the ordinance would have relevance to just sales or if it would include possession. Board explains it would be for sales only. Discussion ensued regarding the purpose of Tobacco 21 and other preventable health issues, such as texting and driving, that the board could focus on endorsing. The board members discuss ideas that could help mitigate problems with texting and driving. They agree that presenting such issues to the youth council and gaining their support could benefit their efforts to spread the word to the public. *Chairperson Nusser* asks how close member Gerstner is to

moving forward with her grant process. *Member Shrader* responds by saying she is waiting for the school year to begin and aims to start in September. *Chairperson Nusser* mentions that member Gerstner should be informed of the idea regarding the issue of texting and driving to possibly encompass the idea of that with the concept of Tobacco 21. *Member Shrader* mentions that the proposed concepts need to be self-selected by the youth council. She gives examples of other communities that have passed Tobacco 21 through a youth council. The board agrees to table the recommendation of the Tobacco 21 ordinance until the meeting in September.

c) Community Gardens

Member Shrader shares that her statisticians compiled a survey with two different projects, one of those possibly requiring some changes, so the survey was put on hold. She explains that she will have more information regarding the survey in September, however, if the information is presented before the meeting in August, she will follow up at that time.

BUSINESS

a) Meeting Date & Time

Staff Thibault reviews the results she received from the survey sent out a week prior. The board members discuss dates and times that are convenient for all members. After deliberation, the standing members make a unanimous decision to schedule the new meeting date and time for the second Wednesday of every month from 5 p.m.- 6 p.m., beginning September 14, 2016. However, the following meeting is intended to take place on August 17, 2016 at 5 p.m. due to conflicting schedules. *Vice-Chairperson Koksai* says she will present the new meeting schedule to member Taylor. She informs the board that he agreed to relay information through her when he is absent.

Member Campbell makes a motion to establish the new meeting date and time for the second Wednesday of every month from 5-6 pm, with the exception of August being that the meeting is scheduled for August 17 from 5-6 pm. *Member Unruh* seconds the motion.

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

Motion passed.

b) Traffic Study PowerPoint

Staff Davidson reminds the board of the traffic study that resulted from the summit in 2015. She explains the results from the study were presented at the Community meeting and the outcome was unsatisfactory. Sam Curran, Public Works Director, presents the revised version of the traffic study PowerPoint. Sam Curran shares the schedule for the presentation of the PowerPoint and explains he aims to gain as much input as he can to allow him to steer the project in the appropriate direction.

IV. Further Discussion

Staff Thibault explains that member Gerstner and Vice-Chairperson Koksai are ready to move forward with the grant they received through the Finney County Health Coalition to get the trail head signs done along with the mile markers for the trails. *Staff Thibault* presents the progress of the map that staff will be designing for the Finnup Park trail. Discussion ensued regarding the details on the map and what each represents. *Staff Thibault* presents a second map that show numbers that would correspond with a list to indicate the location of different areas of the park. The members decide that putting numbers on the map with a corresponding list would be better organized and more appealing.

Next meeting time confirmed as August 17, 2016 at 5:00 pm.

Meeting adjourned at approximately 6:00 pm.



Kaleb Kentner
Carol Davidson
Mackenzie Thibault

Secretary



Judy Nusser, Chairman
Beth Koksai, Vice-Chairman



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: September 6, 2016
RE: August 2016 Police Citizens Advisory Board Meeting Minutes.

ISSUE:

Presentation of the August 2016 Police Citizen Advisory Board Meeting Minutes.

BACKGROUND:

Attached are the August 2016 Police Citizens Advisory Board Meeting Minutes.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Police Citizens Advisory Board Minutes - August 2016	8/19/2016	Backup Material



MICHAEL D. UTZ
CHIEF OF POLICE

RAQUEL ARELLANO
ADMINISTRATIVE ASSISTANT

COURTNEY PREWITT
PATROL CAPTAIN

MICHAEL REAGLE
COMMUNITY RESPONSE DIVISION
CAPTAIN

MICHAEL RADKE
INVESTIGATIONS DIVISION
CAPTAIN

RANDY RALSTON
OFFICE OF PROFESSIONAL
STANDARDS CAPTAIN

KATHY FAIRCHILD
SUPPORT SERVICES DIRECTOR

EMILY BURNS
BUDGET ANALYST

GARDEN CITY POLICE
DEPARTMENT
304 N. 9TH ST.
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1300
FAX 620.276.1350
www.gcpolice.org

**Garden City Police Department
Police Citizens Advisory Board**

August 16, 2016

5:30 pm – 6:30 pm

Present: Mellaina Johnson, Jeff Starkey, Vinh Nguyen, Alyssa Ralston, Alicia Weber, Andrew Roush

Absent: Darla Samy, Charles Allen, Stan Kennedy, Brandon Neeb, Connie Bonwell

Staff: Chief Michael Utz, Raquel Arellano

Guests: Pedro Rodriguez

I. Call Meeting to Order

Mellaina Johnson called the meeting to order.

II. Approval of Minutes

Mellaina Johnson made a motion to approve the minutes. Alicia Weber seconds the motion. Motion carried.

III. Review of Master Activity Report

Chief Utz led a discussion regarding the Master Activity Report for July. A status update was given on the SunGuard Records Management System and the Police Bias Based Reports which will be available soon.

Chief Utz gave a status update on the P2C module (SunGuard module for citizens to capture certain reports on line, police blotter review, and possibly allow citizens to report certain incidents on line), which was reviewed by Staff members on Tuesday, August 16, 2016.

IV. Monthly Recap

A: New Employees

Chief Utz announced to the Board that six conditional offers have been made to three Communicators and three Patrol Officers. All six applicants have a projected start date of August 29, 2016.

B: National Night Out

Chief Utz reported on the success stories at this year's National Night Out event which included eight neighborhood gatherings. Four City Commissioners accompanied several Officers to block parties. Highlights and photos from Facebook and the GC Telegram were shared with the Board.



MICHAEL D. UTZ
CHIEF OF POLICE

RAQUEL ARELLANO
ADMINISTRATIVE ASSISTANT

COURTNEY PREWITT
PATROL CAPTAIN

MICHAEL REAGLE
COMMUNITY RESPONSE DIVISION
CAPTAIN

MICHAEL RADKE
INVESTIGATIONS DIVISION
CAPTAIN

RANDY RALSTON
OFFICE OF PROFESSIONAL
STANDARDS CAPTAIN

KATHY FAIRCHILD
SUPPORT SERVICES DIRECTOR

EMILY BURNS
BUDGET ANALYST

GARDEN CITY POLICE
DEPARTMENT
304 N. 9TH ST.
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1300
FAX 620.276.1350
www.gcpolice.org

V. Open Seats on PCAB

Chief Utz made the Board members aware that there are open seats in PCAB. The vacant spots are open for a College Student representative, Hispanic Community representative and a Social Services representative.

VI: Report From the Chief

Cultural Awareness Board

Chief Utz mentioned to the Board that the Cultural Awareness Board requested Police Representation from the GCPD. Chief Utz, Captain Radke and Captain Prewitt will be attending, the October 8, 2016 meeting.

Chief Utz announced that Nicole Lynch has completed her training as an Animal Control Officer and will be fully functioning in that capacity in the near future.

Report from Board & Guests

Pedro Rodriguez was given an opportunity to speak as a guest at the meeting, and he expressed his concern for strengthening Police/Community relations. He stated his appreciation for events such as National Night Out and was happy to see such interaction between the public and the Garden City Police Department.

VII: Adjournment

Meeting Adjourned at 6:25 p.m.

Garden City Recreation Commission
Minutes
Tuesday, July 26, 2016
310 N 6th St

I. Called Meeting to Order

Chairperson Myca Bunch called the meeting to order at 5:15 pm. Other board members present were Alyssa Benavidez, Marilyn Porter and Jamie Warren. GCRC Staff present were Interim Superintendent Kathleen Whitley, Sports Director Jared Rutti, Aquatic Director Monica Colborn, Maintenance Worker Charles Morgan II, Building Maintenance Marcia Baird and Finance Director Debbie Bridgeman.

II. Approval of Agenda

Kathleen asked to remove from the agenda under VI. Old Business, the Core Fitness Lease agreement and to add under VII. New Business, a.) A recommendation to discontinue the agreement with Richard Marquez for attorney services, due in part to a conflict of interest. b.) Recommend to approve an agreement with Lara Bors to provide services as the Board's attorney. c.) Recommend the board go into executive session for the purpose of consultation with Board legal counsel on matters which are privileged in the attorney/client relationship which if discussed in open session would waive that privilege. d.) Return to the following items under New Business: i.) Reimbursement of travel expenses for new Superintendent (Item c) and ii.) CIP (item d). Myca asked if there were any questions regarding the changes. Marilyn Porter moved to approve the amended agenda, seconded by Alyssa Benavidez. The motion carried with all in favor.

III. Consent Agenda

- **Minutes of Regular Meeting June 27, 2016**
- **Minutes of Special Meeting June 28, 2016**
- **Minutes of Special Meeting July 11, 2016**
- **Stall Reports for July 2016**
- **Participation Reports**

Myca inquired about setting up a meeting with The Wind baseball to discuss wear & tear on the Clint Lightner field at the end of the season. Kathleen stated she would follow up with Chuck regarding this matter. Jamie Warren moved and Marilyn Porter seconded to approve the consent agenda as presented. The motion carried with all in favor.

IV. Financial Reports for June 2016

Kathleen reviewed the financials. Kathleen stated that revenue & expenditures were both down a little bit for June, but overall the year –to-date revenue is higher and expenditures are lower, we are still in pretty good shape. She also stated to keep in mind that we haven't received the Pool funding from the City yet; we will request it at the end of the season. Jamie moved to approve the June financial report, seconded by Alyssa. The motion carried with all in favor.

V. Superintendent Report

Kathleen reported that Monica Colborn's last day will be August 15, 2016. She also reported that we had a pump go out at the pool and we are looking at getting it repaired or replaced. We have been able to keep the pool open with using the remaining pump. The closing date for the season is August 7th. The gym floor buckled again last week due to a leak in the roof. She didn't think insurance would cover this but she will follow up on it.

VI. Old Business

Removed from Agenda

Jamie Warren moved to discontinue our agreement with Richard Marquez for attorney services, seconded by Marilyn Porter. The motion carried with all in favor. Marilyn moved and Alyssa seconded to enter into an agreement with Lara Bors to provide legal services as the Board's attorney. The motion carried with all in favor.

VII. Executive Session

At 5:27 pm Jamie moved and Marilyn seconded to go into executive session for the purpose of consulting with the Board's legal counsel on matters which are privileged in the attorney/client relationship. The motion carried with all in favor. At 6:03pm the board came out of executive session. No action was taken.

VIII. New Business

i. Reimbursement of travel expenses for new Superintendent

Kathleen asked the board to approve up to \$3,000.00 reimbursement of travel expenses for the new superintendent to move from Colorado to Garden City. Jamie moved to approve the reimbursement up to \$3,000.00 for travel expenses. Marilyn seconded the motion. The motion carried with all in favor.

ii. CIP

Kathleen stated that every year the City requests a list of projects from various entities. Kathleen reviewed the City's list and the projects that the GCRC are requesting to add to this list. She asked the board to review our list and bring it back to the next meeting as it is not due to the City until September 1, 2016. Kathleen also presented a list of smaller projects that GCRC would need to incorporate into our budget. Monica stated that some of the projects on our list for the Big Pool could tie with the City's master plan.

IX. Garden City Recreation Commission Questions and Comments

X. Adjournment

Marilyn moved and Alyssa seconded to adjourn the meeting. The motion carried with all in favor. The meeting adjourned at 6:18 pm.

Debbie Bridgeman

Secretary
Debbie Bridgeman

Approved: 8/22/16

Myra J. Bance