



**AGENDA**  
**CITY COMMISSION MEETING**  
**Tuesday, September 20, 2016**  
**1:00 PM**  
**City Administrative Center, 301 N. 8th Street**

**I. Note:**

**Pre-meeting at 11:00 a.m. – 11:45 a.m. at the City Administrative Center for a review of the 2016 Legislative Policy. Administrative staff will be present and the pre-meeting is open to the public.**

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

**III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION**

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

A. Approval of the September 6, 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 allow the Mayor to proclaim September 11, 2016 as Day of Service and Remembrance in Garden City, Kansas.

B. The Governing Body is asked to consider and approve a request from Megan Bogus, Susan Davis International to declare Garden City, Kansas as a Hidden Heroes supporting City.

C. The Governing Body is asked to consider and proclaim September 27, 2016 as Butterfly Appreciation Day in Garden City, Kansas.

**VII. REPORT OF THE CITY MANAGER**

A. Water Resource Manager Jones will present a report regarding water consumption within the City and at City facilities for the current year.

B. Communication & Project Manager Freburg will provide an update on the City's website redesign project.

C. Lee Richardson Zoo has again been awarded accreditation by the Association of Zoos and Aquariums.

- D. Presentation of the August 2016 staff report from the Garden City Regional Airport.
- E. Presentation of the August 2016 Building Report from Neighborhood & Development Services.
- F. Presentation of the Monthly Financial Report from Service and Finance.
- G. Presentation of the August 2016 Fire Department Activity Reports.
- H. Presentation of the August 2016 activity reports from the Garden City Police Department.
- I. Presentation of the August 2016 monthly staff report from Lee Richardson Zoo.

### **VIII. MEETINGS OF NOTE**

- 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. 2419-2016.

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

- A. Governing Body is asked to consider and approve an amendment to City of Garden City's Code Section No. 94-2a. - Vegetation.
  1. Ordinance No. \_\_\_\_\_-2016, an ordinance removing the requirement to obtain a City of Garden City, Kansas, issued Arborist license to apply pesticides to trees, prune trees, plant trees and trim trees and shrubs; amending current Code Section 94-2; all to the Code

of Ordinances of the City of Garden City, Kansas.

- B. Governing Body is asked to consider and approve adding Code Section 94-5. - Vegetation.

1. Ordinance No. \_\_\_\_\_-2016, an ordinance allowing the City of Garden City, Kansas, to remove imminently hazardous trees from private property when posing an immediate threat to life or property; creating new Code Section 94-5; all to the Code of Ordinances of the City of Garden City, Kansas.

- C. The Governing Body is asked to consider and approve the vacation of an alley adjacent to Lots 13, 14, 15, 19, 20, 21, and 22, subdivision of Block 37, Original Plat, in Garden City, Finney County, Kansas.

1. Ordinance No. \_\_\_\_\_ - 2016, an ordinance vacating an alley between lots 13, 14, 15, 19, 20, 21 and 22, Subdivision of Block 37, Original Plat, all in the City of Garden City, Finney County, Kansas.

## **XI. OLD BUSINESS**

- A. The Governing Body is asked to consider and approve the use of the excess Law Enforcement Center Sales Tax Funds for three additional projects.

## **XII. NEW BUSINESS**

- A. The Governing Body is asked to consider and approve selling 1904 Crestway through a sealed bid process.
- B. The Governing Body is asked to consider and approve the addendum to the development agreement of the Ranch House Addition.
- C. The Governing Body is asked to consider and appoint a board member to fill an unexpired term left by Alyssa Benavidez on the Garden City Recreation Commission Board.
- D. ***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 Replat of J.J.'s Addition.
2. The Governing Body is asked to consider and approve the Lease Agreement between Regency Autogroup, Inc., (d/b/a Dollar Car Rental) and the City of Garden City for lease of space located at Garden City Regional Airport.
3. The Governing Body is asked to consider and approve an Agreement with KDOT for the Transload Facility State Rail Service Improvement grant for construction of a new rail siding.

4. The Governing Body is asked to consider and approve bids received on September 16th for the Garden City Transload Facility Rail Project.
5. The Governing Body is asked to consider and approve bids received September 14, 2016 for three projects on Kansas Avenue. The projects are 1) Kansas Avenue Widening from Main Street to Third Street, 2) Watermain Replacement from Main Street to Third Street, and 3) Kansas Avenue Reconstruction from west of Belmont Place to Anderson Street.
6. The Governing Body is asked to consider and approve the construction access easements for the Kansas Avenue Pathway Transportation Enhancement Project.
7.
  - a. Permission for Victor Banderra to reserve Space 2, Lot 25, Zone J of Valley View Cemetery for the consideration of \$50 for the period of one year.
  - b. Permission for Mary Collazo to reserve Space 2, 3 and 4, Lot 51, Zone L of Valley View Cemetery for the consideration of \$50 for the period of one year.
8.
  - a. Quit Claim Deed from Heirs of Albert and/or Martha Savolt transferring Spaces 1, 2, 5, & 6, Lot 72, Zone H of Valley View Cemetery to Albert and/or Linda Savolt.
  - b. Quit Claim Deed from Bernardino Buruca transferring Space 5, Lot 154, Zone K of Valley View Cemetery to Jose V. and/or Emma B. Cruz.
  - c. Quit Claim Deed from Bernardino Buruca transferring Space 6, Lot 154, Zone K of Valley View Cemetery to Rommel I. Buruca-Cruz and/or Ana S. Buruca.
  - d. Quit Claim Deed from heirs of Clay and Henry Weldon transferring Spaces 5 & 6, Lot 250, Zone C of Valley View Cemetery to Hazel Tancayo.
9. The Governing Body is asked to consider and approve a license for September 20, 2016.

### **XIII. CITY COMMISSION REPORTS**

A. Commissioner Dale

B. Commissioner Doll

C. Mayor Law

D. Commissioner Fankhauser

E. Commissioner Cessna

**XIV. OTHER ENTITIES**

- A. Presentation of the August 11, 2016 minutes from the Airport Advisory Board.
- B. Presentation of Zoo Advisory Board agenda and minutes for September 2016 meeting.

**XV. ADJOURN**

## THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City  
September 6, 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, September 6, 2016 with all members present. Commissioner Cessna opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

Commissioner Cessna moved to approve a request from 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. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

|        |      |      |            |     |
|--------|------|------|------------|-----|
| Cessna | Dale | Doll | Fankhauser | Law |
| Yea    | Yea  | Yea  | Yea        | Yea |

Commissioner Cessna moved to approve a request from Vickie Harshbarger on behalf of Mosaic to allow the Mayor to proclaim the week of September 11, 2016 as Direct Support Professionals Recognition Week. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

|        |      |      |            |     |
|--------|------|------|------------|-----|
| Cessna | Dale | Doll | Fankhauser | Law |
| Yea    | Yea  | Yea  | Yea        | Yea |

Commissioner Fankhauser moved to approve a 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. 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 |

Neighborhood & Development Services Assistant Director Davidson presented an update of the 2016 Downtown Development Program and Funds.

Fire Chief Shelton presented the 2016 Muscular Dystrophy Association (MDA) Boot Block Drive report. Congratulations to the department on raising \$8,715.42 for the MDA.

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.

Staff provided items of information for Governing Body review including the following: from Finance Director Hitz the monthly sales tax reports, from Neighborhood & Development Services Director Kentner the monthly building reports and from Police Chief Utz the monthly activity reports.

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
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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.; Multicultural 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 – Black Hills Energy Public Officials dinner at Samy’s Spirits and Steakhouse from 6:00 p.m. - 8:00 p.m.
- October 19, 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 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.

Appropriation Ordinance No. 2418-2016, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$5,645,282.42 was read and considered section by section. Commissioner Cessna moved to approve and pass Appropriation Ordinance No. 2418-2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

|        |      |      |            |     |
|--------|------|------|------------|-----|
| Cessna | Dale | Doll | Fankhauser | Law |
| Yea    | Yea  | Yea  | Yea        | Yea |

The Governing Body considered an ordinance annexing recently acquired City owned property, the Swift Beef parcels.

Ordinance No. 2737-2016, “AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(2)” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2737-2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

|        |      |      |            |     |
|--------|------|------|------------|-----|
| Cessna | Dale | Doll | Fankhauser | Law |
| Yea    | Yea  | Yea  | Yea        | Yea |

The Governing Body considered an ordinance to set fees for the Columbarium at Valley View Cemetery.

Ordinance No. 2738-2016, “AN ORDINANCE ESTABLISHING FEES RELATED TO COLUMBARIUMS AT VALLEY VIEW CEMETERY IN THE CITY OF GARDEN CITY, KANSAS; CREATING NEW CODE SECTION 42-211” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2738-2016. 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 Fankhauser moved to approve a Lease Agreement with Transportation Partners and Logistics, LLC, for the recently acquired Swift Beef property.

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 terminating the operating agreement between the City and the Garden City Recreation Commission for The Big Pool. 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 the purchase of water rights and property from Roger and Deborah Jarmer. 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 Fankhauser moved to approve discussions with Finney County and Holcomb for creating a joint Community Health Advisory Board for Garden City, Finney County and Holcomb. 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 the following:

1. The Governing Body considered and approved the bid from Terex Utilities in the amount of \$183,275.66 for specialized limited access equipment.

| Bidders                                   | Cost         | Total City Cost | Delivery Date      | Exceptions & Comments  |
|---|--------------|-----------------|--------------------|--|
| Terex Utilities<br>Dennis Poulakos        | \$183,275.66 | \$183,275.66    | In-Stock<br>1 week | SDP-EZ Hauler 55 MLP   |
| CTE Skylift<br>Equipment Joe<br>Boatright | \$176,853.00 | \$176,853.00    | 18 weeks           | Skylift Mini-Derrick 33 Plus/TD<br>Bidder did not meet specifications on t sheave height, engine, electronic controls, and hydraulic 2-speed drive system.   |
| Alltec Inc.<br>Tim Wilcoxson              | \$157,955.37 | \$157,955.37    | 9-13 weeks         | Alltec DB37<br>Bidder did not meet specifications on lifting capacity, sheave height, engine, axle and suspension, fuel tank, hydraulic oil tank and torque. |

2. The Governing Body considered and rejected all bids that were received on August 31, 2016 for the 7th Street waterline replacement project.

|                     |           |
|---------------------|-----------|
| Engineer's Estimate | \$398,320 |
| Lee Construction    | \$556,617 |
| Nowak Construction  | \$740,571 |
| Dick Construction   | \$870,978 |

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

|        |      |      |            |     |
|--------|------|------|------------|-----|
| Cessna | Dale | Doll | Fankhauser | Law |
| Yea    | Yea  | Yea  | Yea        | Yea |

Commissioner Cessna moved to allow the possession, sale and consumption of alcoholic liquor and cereal malt beverages at Buffalo Dunes Golf Course for the Symetra Tour event. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nay and recorded as follows:

|        |      |      |            |     |
|--------|------|------|------------|-----|
| Cessna | Dale | Doll | Fankhauser | Law |
| Yea    | Yea  | Yea  | Yea        | Yea |

Commissioner Doll moved that the City Commission go into executive session pursuant to K.S.A. 75-4319 (b)(6) for 45 minutes for the purpose of preliminary discussion relating to the acquisition of real property and that the City Commission reconvene into open session in the City Commission Chambers at 2:50 p.m. with City Manager Allen, City Attorney Grisell and Public Utilities Director Muirhead. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

|        |      |      |            |     |
|--------|------|------|------------|-----|
| Cessna | Dale | Doll | Fankhauser | Law |
| Yea    | Yea  | Yea  | Yea        | Yea |

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

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

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Chris Law, Mayor

ATTEST:

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Celyn N. Hurtado, City Clerk

### **City Commission Reports**

Commissioner Cessna congratulated the Fire Department on the success of their recent MDA Boot Drive. Commissioner Cessna congratulated City Manager Allen, Assistant to the City Manager Cottrell and Communication & Project Manager Freburg on the occasion of them receiving the 2016 Amtrak President's Service & Safety Award. Commissioner Cessna reminded those in attendance that the Arts FI group would be performing at Garden City High School on September 6, 2016. Commissioner Cessna inquired about broken and/or burned out street lights at Farmland Road and Highway 50.

Commissioner Dale congratulated City Manager Allen, Assistant to the City Manager Cottrell and Communication & Project Manager Freburg on the occasion of them receiving the 2016 Amtrak President's Service & Safety Award. Commissioner Dale thanked all those that helped make the recent Tumbleweed Festival a huge success and stated it was a great price for a weekend's worth of entertainment.

Commissioner Doll thanked Golf Professional Wasinger for bringing the LPGA professional golfers to the Commission meeting and stated it was great to hear that they feel welcomed in our community. Commissioner Doll congratulated City

Manager Allen, Assistant to the City Manager Cottrell and Communication & Project Manager Freburg on the occasion of them receiving the 2016 Amtrak President's Service & Safety Award.

Mayor Law echoed the thoughts of the other Commissioners. Mayor Law welcomed everyone in town for the Symetra Tour including the golfers, volunteers, and Symetra staff.

Commissioner Fankhauser reminded the audience of the Community Mexican Fiesta Celebration taking place on Saturday, September 10, 2016 at Stevens Park and encouraged all to attend. Commissioner Fankhauser congratulated City Manager Allen, Assistant to the City Manager Cottrell and Communication & Project Manager Freburg on the occasion of them receiving the 2016 Amtrak President's Service & Safety Award.

# Petitions



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** September 20, 2016  
**RE:** 2016 Day of Service and Remembrance

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### **ISSUE:**

The Governing Body is asked to allow the Mayor to proclaim September 11, 2016 as Day of Service and Remembrance in Garden City, Kansas.

### **ATTACHMENTS:**

| Description                         | Upload Date | Type            |
|-------------------------------------|-------------|-----------------|
| 2016 Day of Service and Remembrance | 9/16/2016   | Backup Material |

## **PROCLAMATION**

- WHEREAS,** on September 11, 2001, the American people endured with courage and heroism the worst terrorist attack on U.S. soil in the nation's history; and
- WHEREAS,** in response to this tragedy, Americans across the country came together in a remarkable spirit of patriotism and unity and carried out countless acts of kindness, generosity, and compassion; and
- WHEREAS,** community organizations and family members of 9/11 victims began observing the anniversary of September 11<sup>th</sup> as a charitable service day to honor the memory of those who were lost and those who united in response to the tragedy, including first-responders and volunteers; and
- WHEREAS,** the Edward M. Kennedy Serve America Act, approved by Congress and enacted into law on April 21, 2009, requested September 11<sup>th</sup> to be observed and recognized as an annual "National Day of Service and Remembrance" and charged the Corporation for National and Community Services with leading this nationwide effort; and
- WHEREAS,** participating in service and remembrance activities on September 11<sup>th</sup> is a positive and respectful way to remember the lives of those lost, pay tribute to those who arose in service, and honor those who continue to serve our country today, including veterans, soldiers, military families, and first responders; and
- WHEREAS,** September 11<sup>th</sup> National Day of Service and Remembrance activities are being organized by a wide range of nonprofits, faith-based and community groups, public agencies, educational institutions, private businesses, and other organizations across the nation; and
- WHEREAS,** on September 11, 2016, and on the days leading up to and following this day, citizens of Garden City have an opportunity to participate in activities that honor 9/11 victims and heroes by joining together in service projects to meet community needs.

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

### **Day of Service and Remembrance**

in Garden City, Kansas, and call upon the citizens to honor the lives and memories of those lost on September 11, 2001 through participation in community service and remembrance ceremonies on this day and throughout the year.

**SIGNED AND SEALED** this 20<sup>th</sup> 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 20, 2016  
**RE:** Hidden Heroes Proclamation

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### **ISSUE:**

The Governing Body is asked to consider and approve a request from Megan Bogus, Susan Davis International to declare Garden City, Kansas as a Hidden Heroes supporting City.

### **ALTERNATIVES:**

1. Approve the proclamation.
2. Deny the proclamation.

### **RECOMMENDATION:**

Staff recommends approving the proclamation.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

| Description                                     | Upload Date | Type            |
|---|-------------|-----------------|
| Hidden Heroes - Ltr from Senator Elizabeth Dole | 9/16/2016   | Backup Material |
| Hidden Heroes proclamation                      | 9/16/2016   | Backup Material |
| Hidden Heroes Civic Engagement                  | 9/16/2016   | Backup Material |



**Elizabeth Dole Foundation**  
CARING FOR MILITARY FAMILIES

600 New Hampshire Avenue, NW  
Washington, DC 20037  
[elizabethdolefoundation.org](http://elizabethdolefoundation.org)  
@DoleFoundation

August 30, 2016

The Honorable Chris Law  
Mayor of Garden City, KS  
City Administrative Center, 301 N. 8<sup>th</sup>  
Garden City, KS 67846

Dear Mayor Law:

I am writing to invite you to join me and Tom Hanks in a vitally important initiative. Across the United States today there are 5.5 million caregivers providing daily, life-sustaining support to loved ones injured while defending our freedom. At the Elizabeth Dole Foundation, our mission is to recognize and assist these American military caregivers by strengthening the services afforded to them through innovation, evidence-based research, and collaboration. Building upon this mission, we are proud to be launching a new initiative this September: *The Hidden Heroes Campaign*. The goals of the campaign are to create national awareness and support for military caregivers and to encourage military caregivers to self-identify, so they can receive the resources they critically need. This campaign will provide Garden City with the opportunity to become a national leader in creating solutions to the challenges of this crisis, joining with cities from coast to coast in support of these hidden heroes.

We were so pleased that at their summer meeting this June, the U.S. Conference of Mayors voted to adopt a resolution encouraging all cities to develop ways to support and recognize military caregivers. The resolution outlined the unique and troubling challenges these caregivers face along with actionable ways cities can begin to support them. Cities are uniquely positioned to help provide the support these caregivers so greatly need by activating the local network of institutions, organizations and resources.

That is why we are asking for your partnership. First, we hope that your city will move to pass the attached resolution, mirroring the U.S. Conference of Mayors' national resolution, formalizing your city's commitment to seeking ways your city and other public, private and non-profit sectors in your community can assist military caregivers, spotlight the assistance you already provide, and encourage military caregivers to self-identify in order to receive support and recognition. In return, we would love to recognize your city as a Hidden Heroes City supporting military caregivers at our campaign launch on September 27<sup>th</sup>, when we will be joined by Campaign Chair Tom Hanks and special guest Tom Brokaw.

Finally, I would welcome the opportunity to personally talk with you about this critical element of our national campaign. We can be reached at 202-249-7172 and look forward to beginning a dialogue about how we can partner to improve the lives of military caregivers in your community.

This is a societal crisis that requires a national response. These families are serving our country with the same honor and duty their loved ones demonstrated in volunteering to defend our freedom. It is time that our communities rise to embrace their military caregivers, and offer them the support and recognition they deserve. We respectfully ask you to consider this request and join us in honoring America's hidden heroes.

Sincerely,

Senator Elizabeth Dole

## PROCLAMATION

- WHEREAS, the series of wars in which our nation has been engaged over time, since World War II, has resulted in 5.5 million military and veteran caregivers who are parents, spouses, siblings and friends, caring for those wounded, ill or injured who have served our nation, as documented by the 2014 Rand study commissioned by the Elizabeth Dole Foundation; and
- WHEREAS, the daily tasks of these military and veterans caregivers can include bathing, feeding, dressing, and caring for the grievous injuries of wounded warriors, administering medications, providing emotional support, caring for the family and the home, and working outside the home to earn essential income; and
- WHEREAS, the nation provides multi-faceted support to our wounded, ill and injured veterans and service members through public, private and philanthropic resources, but their caregivers receive little support or acknowledgement; and
- WHEREAS, most military and veteran caregivers consider the challenging work they do as simply carrying out their civic and patriotic duty, without realizing they are, in fact, caregivers, and do not identify themselves as such; and
- WHEREAS, an alarming number of military and veteran caregivers, according to research, are suffering numerous debilitating mental, physical and emotional effects as a result of their caregiving duties; and
- WHEREAS, the City of Garden City desires to recognize and support those who are serving in these vital roles in our community.

NOW, THEREFORE, I, Chris Law, Mayor of the City of Garden City, Kansas do hereby proclaim the City of Garden City, Kansas as follows:

- I. That the City become a military and veteran caregiver supportive city.
- II. That the City work to ensure that our government, organizations, employers and non-profits are aware of the unique challenges of military and veteran caregivers and are encouraged to create supportive environments and opportunities for assistance.
- III. That the City plan an observance each May, during Military Appreciation Month, to honor and recognize the City's military and veteran caregivers in partnership with the Elizabeth Dole Foundation's national Hidden Heroes campaign.
- IV. That the City encourage all who care for and support veterans and service members to extend that support to their caregivers.
- V. That the City designate a point of contact for our City, from the public or private sector, for citizens and organizations wanting to offer support, and caregivers who need that support.

Signed and sealed this 20th day of September, 2016.

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

Attest:

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



## **Hidden in Plain Sight - Our Nation's Military Caregivers** ***Mobilizing America's Cities***

The Elizabeth Dole Foundation is calling on every city in America to pledge its support to the military and veteran caregivers in their communities. An estimated 5.5 million military and veteran caregivers live in large and small across the nation. The alarming challenges they face cannot be solved from Washington, DC alone. Every community has a responsibility to rally around these hidden heroes.

### **Identifying a Crisis**

The Elizabeth Dole Foundation was created by Senator Elizabeth Dole after she saw firsthand the enormous challenges facing those who care for our nation's wounded, ill and injured service members and veterans. The Foundation commissioned an evidence-based RAND study which defined, quantified and assessed the circumstances of military caregivers. The study identified challenges and difficulties faced by caregivers in nearly every facet of their lives. It pointed to the areas of greatest need in the short term and made predictions for the long term. Based on those findings, Senator Dole termed the status of the nation's military caregivers "a societal crisis that requires a national response."

### **A National Response**

Since the release of the RAND study, the Foundation has recruited and trained caregivers in every state and Puerto Rico to serve as advisers and advocates, championed legislation on Capitol Hill, inspired reforms at the U.S. Department of Veterans Affairs, and built a National Coalition of more than 300 organizations from every sector that are developing resources for caregivers. In late September, the Elizabeth Dole Foundation will launch the Hidden Heroes campaign chaired by Tom Hanks, designed to serve as the catalyst for an even greater national response. The heart of the campaign will be the Hidden Heroes Cities - a nationwide network of cities committed to unifying their existing support and resources, and adding others that are needed, in order to provide the critically needed support for their city's military and veteran caregivers.

### **Building Hidden Heroes Cities**

The U.S. Conference of Mayors, during its 2016 summer meeting, passed a resolution that encourages all cities to become military and veteran caregiver supportive cities. The Elizabeth Dole Foundation has created a local city resolution modeled on the Conference of Mayors national resolution, and is urging every city to sign a local resolution, thus becoming a Hidden Heroes City.

The city of San Diego, long recognized for its outstanding support of our nation's service members, both active duty and retired, has stepped up to take on the role of our first Hidden Heroes City, serving as a

model and creating a blueprint that other cities will be able to adapt and follow. The Hidden Heroes campaign seeks to enlist every city in our great country as a Hidden Heroes City.

The purpose and goals of the Hidden Heroes Cities element of the campaign are:

- To encourage cities to determine and put into action the most effective locally relevant ways to identify military caregivers in their community, and create and continually update a register of those caregivers
- Create a working group/steering committee that can serve as the hub and organizing force for a city-wide effort to create awareness and support for military caregivers and their families in that city
- Through the steering committee, bring together those organizations with programs already assisting military caregivers, organizations with programs supporting service members that can be expanded to include support for their caregivers, and organizations that can create additional programs to provide the kinds of support and assistance that are missing and needed.

The first Hidden Heroes Cities are already moving forward with mobilizing steering committees and planning for local caregiver summits. The Elizabeth Dole Foundation is prepared to support every city by connecting officials and community leaders with a local caregiver who can serve as an advocate and spokesperson, as well as provide the benefit of the Foundation's partnerships with national organizations that have local chapters in cities across America.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kristi Newland  
**DATE:** September 20, 2016  
**RE:** Butterfly Appreciation Day Proclamation

---

### **ISSUE:**

The Governing Body is asked to consider and proclaim September 27, 2016 as Butterfly Appreciation Day in Garden City, Kansas.

### **BACKGROUND:**

Pollinators, including the iconic monarch butterfly, play an important role in our lives. They are essential to the success of agribusiness and capture our imagination with their metamorphosis. Today, pollinators are facing many challenges including habitat loss. In fact, the population of monarch butterflies has decreased by more than 90 percent in the last two decades. Staff at Lee Richardson Zoo have identified helping the pollinators, which are so valuable to our region, as a conservation and education goal.

Lee Richardson Zoo staff and those of the Parks Department are working to increase habitat that will support monarch butterflies and other pollinators. Milkweed is essential for monarch butterflies. A milkweed seed give-away has become a regular part of the Earth Day celebration at the zoo. Information about how we can each help is shared via educational graphics, the zoo website, and numerous classes offered by the Zoo Education division. Reaching backyard gardeners, community gardeners, and schools with gardens will multiply our effectiveness in responding to the problems facing pollinators in our area.

Private citizens, groups, and municipalities across the country are joining together to help monarch butterflies. To endorse our local effort, we request that the mayor take the Mayors' Monarch Pledge issued by the US Fish and Wildlife Service and the National Wildlife Federation (see accompanying letters).

Monarch butterflies pass through Garden City during their migration. Historically they are most prevalent in the area on September 27. To draw attention to their plight and what they contribute to our lives, as well as what we can each do to help, we ask the mayor to proclaim September 27, 2016 as Butterfly Appreciation Day.

### **ALTERNATIVES:**

The Mayor may elect to sign the pledge and issue the proclamation or not.

### **RECOMMENDATION:**

Zoo staff recommend signing the pledge and issuing the proclamation.

**FISCAL NOTE:**

There is no fiscal outlay related to the proclamation. Conservation and education efforts are covered in the zoo budget.

**ATTACHMENTS:**

| Description                         | Upload Date | Type            |
|-------------------------------------|-------------|-----------------|
| Mayors Monarch Pledge               | 9/14/2016   | Backup Material |
| Mayors Monarch Pledge Ltr-NWF-USFWS | 9/14/2016   | Backup Material |



## **Mayors' Monarch Pledge**

The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans.

We, the undersigned mayors and local government chief executives, are deeply concerned about the decline of the monarch butterfly population. Twenty years ago, more than one billion Eastern monarch butterflies migrated to Mexico. In the winter of 2014, only 60 million made the trip. The North American monarch population has declined by more than 90 percent in the past two decades. Monarch scientists attribute the decline to degradation and loss of summer breeding habitat in the U.S., and loss of winter habitat in Mexico. Western populations of monarch butterflies that overwinter in California are also in decline.

Cities, towns and counties have a critical role to play to help save the monarch butterfly. Municipalities in particular can provide habitat at public parks, median strips, community gardens and municipal buildings that serve as community hubs such as recreation centers and libraries. Schools, homes and businesses can all provide essential habitat for monarchs too. Simple changes in landscaping ordinances or school policies can make a big difference for the monarch. Educating citizens about how and where to grow milkweed is also a key piece of the puzzle. Creating habitat and educating citizens will benefit other pollinators that need healthy habitat as well.

When mayors speak up and take a stand, citizens notice. Therefore, we hereby commit to help restore habitat for the monarch and encourage our citizens to do the same, so that these magnificent butterflies will once again flourish across the continent.

Sign the pledge at [www.nwf.org/mayorsmonarchpledge](http://www.nwf.org/mayorsmonarchpledge)

###



Dear Mayor:

The migration of monarch butterflies is one of the natural world's most epic journeys. Weighing as little as a paper clip, the eastern population of monarchs fly up to 3,000 miles from their summer homes in America's backyards and grasslands to wintering grounds in Mexico's mountain forests.

But in recent years, the monarch butterfly populations have plummeted at an alarming rate. This decline threatens to deprive future generations of the wonder and beauty of the monarch — and is an ominous sign of the worsening health of ecosystems. As recently as 1996, the monarch population wintering in Mexico was more than 1 billion, turning forests into seas of orange and black. Last year, the wintering population numbered only about 56 million, and gathered on fewer than three acres of forest—a decrease of more than 90 percent.

Monarch butterflies, as well as other butterfly species, bees, birds and bats, help move pollen from one plant to another, fertilizing flowers and making it possible for plants to produce food needed to feed people and wildlife. More than a third of the food that we eat requires pollinators to grow. Yet many of these pollinators are declining, with habitat loss, pesticides and climate change all contributing.

We need to know more about why monarchs are disappearing. But, we don't need to wait to take the actions that scientists tell us are necessary. Monarchs need all of us to make their homes, businesses, schools and community spaces more wildlife-friendly.

That's why the U.S. Fish and Wildlife Service, the National Wildlife Federation, and the cities of St. Louis, Missouri, and Austin, Texas, are asking all of our nation's mayors to take action by launching a nationwide "Mayors' Monarch Pledge." Working with mayors and local, state and national partners, we will restore and enhance habitat for monarchs right where people live, work, learn, play and worship.

Cities, towns and counties have a critical role to play to help save the monarch butterfly. Municipalities in particular can provide Monarch habitat at public parks, median strips, community gardens and municipal buildings. City properties like recreation centers and libraries can host demonstration gardens and serve as community hubs where citizens can learn how to help. Educating citizens about how and where to grow milkweed is also a key piece for success.

The decline of monarchs has continued in part because, until now, saving them has been viewed as someone else's job. By joining forces through the "Mayors' Monarch Pledge," we are declaring that era over. Together, we will ensure that future generations have the chance to enjoy this iconic butterfly.

We hope you will join us in making monarch butterfly conservation a priority in your city by taking the "Mayors' Monarch Pledge." ([www.nwf.org/MayorsMonarchPledge](http://www.nwf.org/MayorsMonarchPledge))

Sincerely,

Handwritten signature of Dan Ashe in blue ink.

Dan Ashe  
Director  
US Fish and Wildlife Service

Handwritten signature of Collin O'Mara in blue ink.

Collin O'Mara  
President and CEO  
National Wildlife Federation

Handwritten signature of Francis Slay in blue ink.

Francis Slay  
Mayor  
City of St. Louis

Handwritten signature of Steve Adler in blue ink.

Steve Adler  
Mayor  
City of Austin

# Report of the City Manager



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Fred Jones, Water Resource Manager  
**DATE:** September 20, 2016  
**RE:** Water Consumption Update

---

**ISSUE:**

Water Resource Manager Jones will present a report regarding water consumption within the City and at City facilities for the current year.

**BACKGROUND:**

Attached is a Consumption Report from Garden City Water Department.

**ALTERNATIVES:**

Report provided for informational purposes.

**RECOMMENDATION:**

Report provided for informational purposes.

**FISCAL NOTE:**

Report provided for informational purposes.

**ATTACHMENTS:**

| Description  | Upload Date | Type         |
|--|-------------|--------------|
| Report on City Water Consumption (January - August 2016) | 9/14/2016   | Presentation |



# Memo

**To:** Mayor and City Commissioners  
**Thru:** Matt Allen, City Administrator  
**From:** Fred Jones, Water Resource Manager  
**Date:** September 14, 2016  
**Re:** Report on City Water Consumption (January – August 2016)

CITY COMMISSION  
 J. CHRISTOPHER LAW,  
 Mayor

JANET A. DOLL

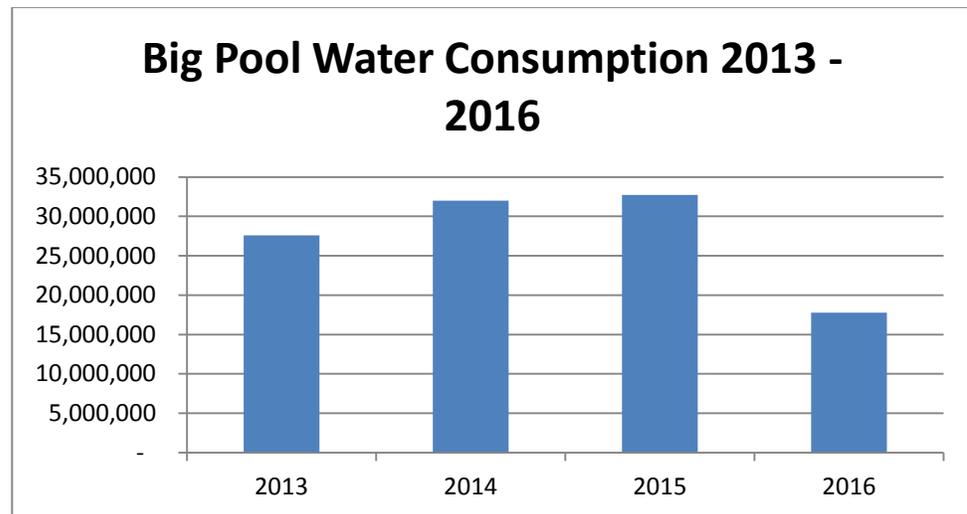
ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

## Big Pool Water Consumption

Repairs to the big pool have reduced water consumption by 46% this season saving 14.9 million gallons of water as compared to the 2015 season. The repairs that were completed in the off season were responsible for the water savings observed.



## Non-Revenue Water Consumption

Usage of water by City departments has increased approximately 13% compared to the same period last year. The majority of the increase of usage is caused by the replacement of an 8” meter at the Valley View Cemetery by Water Department staff last winter. As I collected water use information, I began to notice discrepancies in the data that lead us to investigate the meter make repairs to accurately record water usage at Valley View Cemetery.

MATTHEW C. ALLEN  
 City Manager

MELINDA A. HITZ, CPA  
 Finance Director

RANDALL D. GRISELL  
 City Counselor

CITY ADMINISTRATIVE  
 CENTER  
 301 N. 8<sup>TH</sup>  
 P.O. Box 998  
 GARDEN CITY, KS  
 67846-0998  
 620.276.1160  
 FAX 620.276.1169  
[www.garden-city.org](http://www.garden-city.org)



CITY COMMISSION  
 J. CHRISTOPHER LAW,  
 Mayor

JANET A. DOLL

ROY CESSNA

MELVIN L. DALE

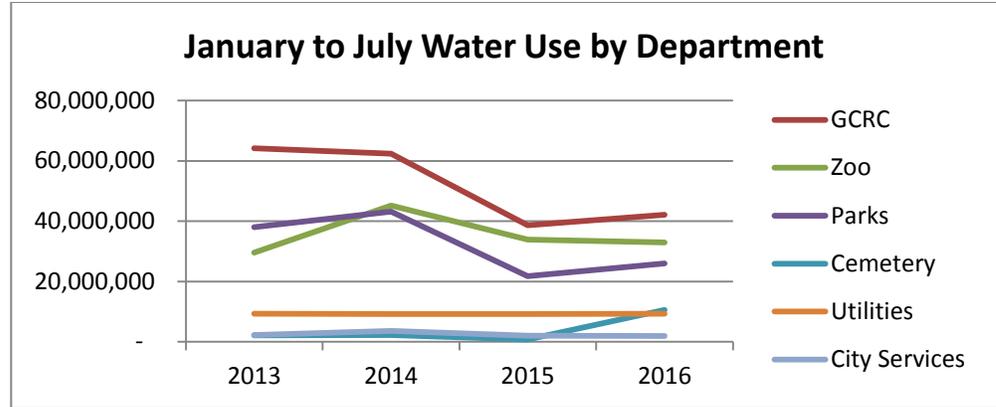
DAN FANKHAUSER

MATTHEW C. ALLEN  
 City Manager

MELINDA A. HITZ, CPA  
 Finance Director

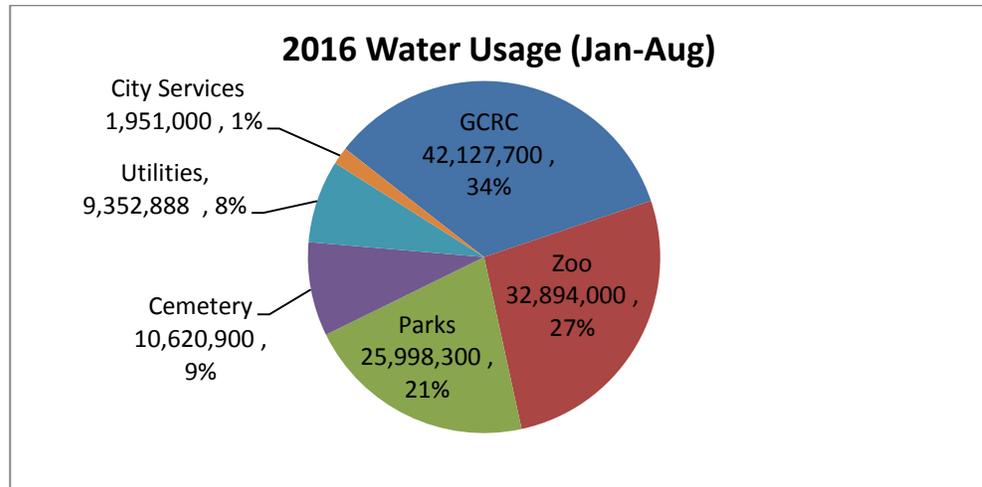
RANDALL D. GRISELL  
 City Counselor

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Usage remained relatively flat in most departments as compared to 2015. There is an increase in consumption at in non-pool facilities irrigated by GCRC, and a small increase in Parks consumption as compared to the same period last year.

As we have noted in prior years, Garden City Recreation Commission, Lee Richardson Zoo, and Parks are the largest users of non-revenue water. These departments account for 82% of all non-revenue water consumption. Utilities and the Cemetery account for 17% of water usage and the remaining 1% are attributed to all the remaining departments and facilities within the City organization. The following chart illustrates water usage by department all other city departments are included in the City Services category.





**Overall City Consumption**

Overall water consumption for 2016 is on pace to match 2015 water usage. For the year to date, city consumption is approximately 7 million gallons less than the same period last year. We continue to see a small growth trend in water consumption during the first few months of the year when most water consumption is limited to household, commercial, or industrial use. For example, water consumption in January 2016 was 7.2% higher than water consumption in January 2012 and February 2016 consumption was 14% higher than the February 2012. As we continue to monitor water usage, the consumption that we observe in the winter months will give us a good measure of the domestic and commercial water requirements of the City as the community grows.

CITY COMMISSION

J. CHRISTOPHER LAW,  
Mayor

JANET A. DOLL

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

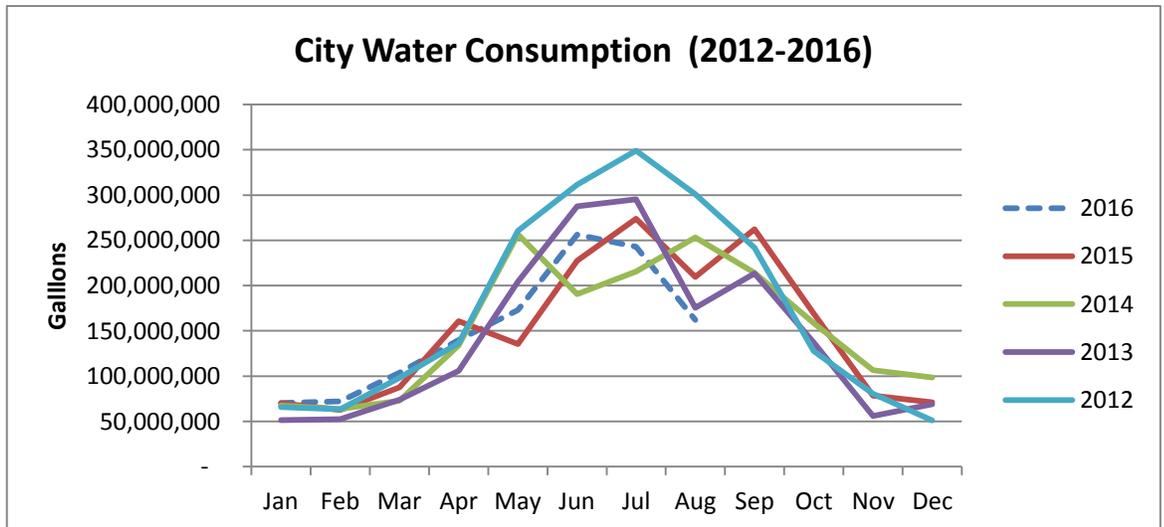
MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

|              | TOTAL CONSUMPTION BY MONTH 2012-2016 |                      |                      |                      |                      |
|--------------|--------------------------------------|----------------------|----------------------|----------------------|----------------------|
|              | 2016                                 | 2015                 | 2014                 | 2013                 | 2012                 |
| Jan          | 70,528,450                           | 70,088,630           | 67,500,540           | 51,585,300           | 65,764,010           |
| Feb          | 72,168,020                           | 62,636,746           | 63,599,860           | 52,347,120           | 63,294,350           |
| Mar          | 103,737,060                          | 87,706,581           | 72,973,830           | 73,771,690           | 98,051,610           |
| Apr          | 139,799,230                          | 160,786,901          | 134,037,890          | 105,821,130          | 136,500,340          |
| May          | 173,102,040                          | 135,334,520          | 256,747,950          | 204,292,789          | 260,419,710          |
| Jun          | 256,243,732                          | 227,605,528          | 190,520,760          | 287,657,830          | 311,362,950          |
| Jul          | 243,073,782                          | 273,896,370          | 215,494,700          | 295,284,600          | 349,181,260          |
| Aug          | 161,938,630                          | 209,501,250          | 253,129,090          | 175,555,210          | 300,951,420          |
| Sep          |                                      | 262,278,840          | 214,199,530          | 213,446,790          | 241,783,870          |
| Oct          |                                      | 169,236,340          | 158,742,890          | 137,306,000          | 127,664,520          |
| Nov          |                                      | 78,590,980           | 106,734,860          | 56,041,750           | 80,611,630           |
| Dec          |                                      | 70,960,510           | 98,483,450           | 68,945,640           | 51,075,840           |
| <b>TOTAL</b> | <b>1,220,590,944</b>                 | <b>1,808,623,196</b> | <b>1,832,165,350</b> | <b>1,722,055,849</b> | <b>2,086,661,510</b> |

The last chart shows city water consumption by month from 2012 to 2016, we can see the benefit that milder summer temperatures and timely rain have had on the demand for water. Water consumption over the summer months of 2016 very closely resembled water use in 2015. Water consumption in 2015 year to date is 365 million gallons less than the same period in 2012.



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www.garden-city.org



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Communication & Project Manager, Ashley Freburg  
**DATE:** September 20, 2016  
**RE:** September 2016 Website Update

---

### **ISSUE:**

Communication & Project Manager Freburg will provide an update on the City's website redesign project.

### **BACKGROUND:**

In May, the Governing Body approved a contract with Vision Internet to provide website development and hosting services. The website is currently in the graphic design phase. This phase will be followed by content development. The site is expected to go live in late winter or early spring 2017.

Prior to the design phase, Vision conducted community surveys and website analytics in order to build a site that meets the needs of website users. The survey garnered 233 responses. The results are attached for your review.

### **ALTERNATIVES:**

This report was generated for informational purposes and is presented without alternatives.

### **RECOMMENDATION:**

None.

### **FISCAL NOTE:**

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

### **ATTACHMENTS:**

| Description                    | Upload Date | Type            |
|--------------------------------|-------------|-----------------|
| Website Usability Presentation | 9/13/2016   | Backup Material |

# Website Usability



# How is your website being used?

- Qualitative Study
  - Stakeholder Planning Survey
  - Community Survey
  
- Quantitative Study
  - Analytics
  - Heat-maps

# Stakeholder Survey

- Goals:
  - Quality of Execution
  - Ease in Maintaining Content
  - Creating an Information Portal

# Stakeholder Survey

- Purpose of website visitors:
  - Online bill pay
  - Job applications
  - Park reservations
  - Service requests (building permits, inspections, utilities)
  - Special events

# Stakeholder Survey

- Likes:
  - It houses a lot of information
  - Document center
  - Allows online payment
  - There are some nice photos
  - Used as a landing point to start a conversation with the community
  - Uses Google translate

# Stakeholder Survey

- Dislikes:
  - There are several things that the City cannot modify
  - URLs are not customizable
  - Slow load time
  - Not very intuitive
  - Not very flexible
  - There's duplicate information
  - There's outdated information
  - Not mobile friendly
  - Info is spread all over the place

# Stakeholder Survey

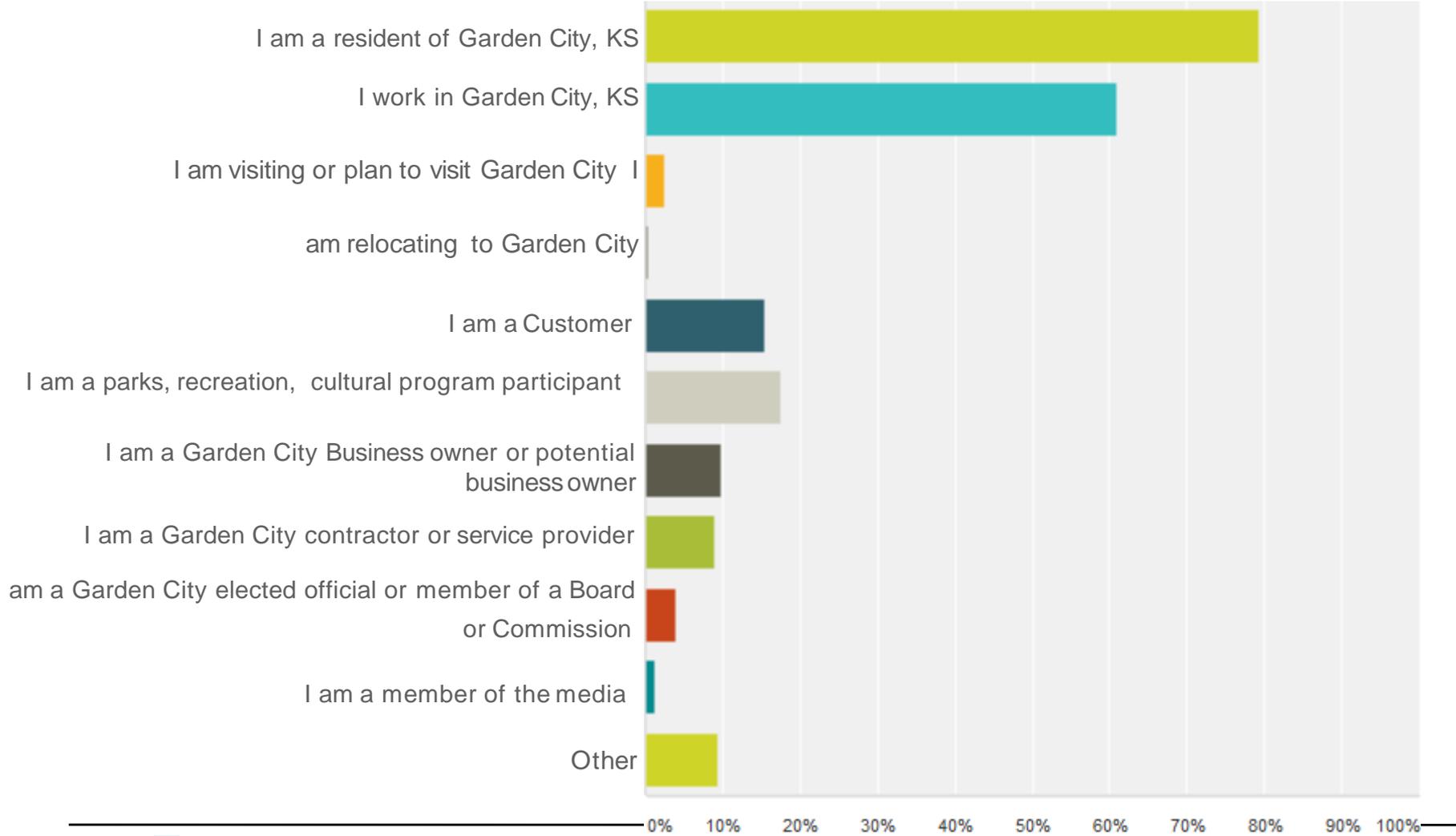
What do people ask on the phone or via email?

- How do I pay my bill?
- Did you receive my job application?
- When are your offices open?
- There's a street light out – who do I call?
- Is a certain park shelter available to use?
- Can I make payment arrangements?
- Where do I get car tags?
- Where do I register to vote?
- When is the spring/fall cleanup?
- What do you need permits for?
- How do I get a business license?

# Online Community Survey

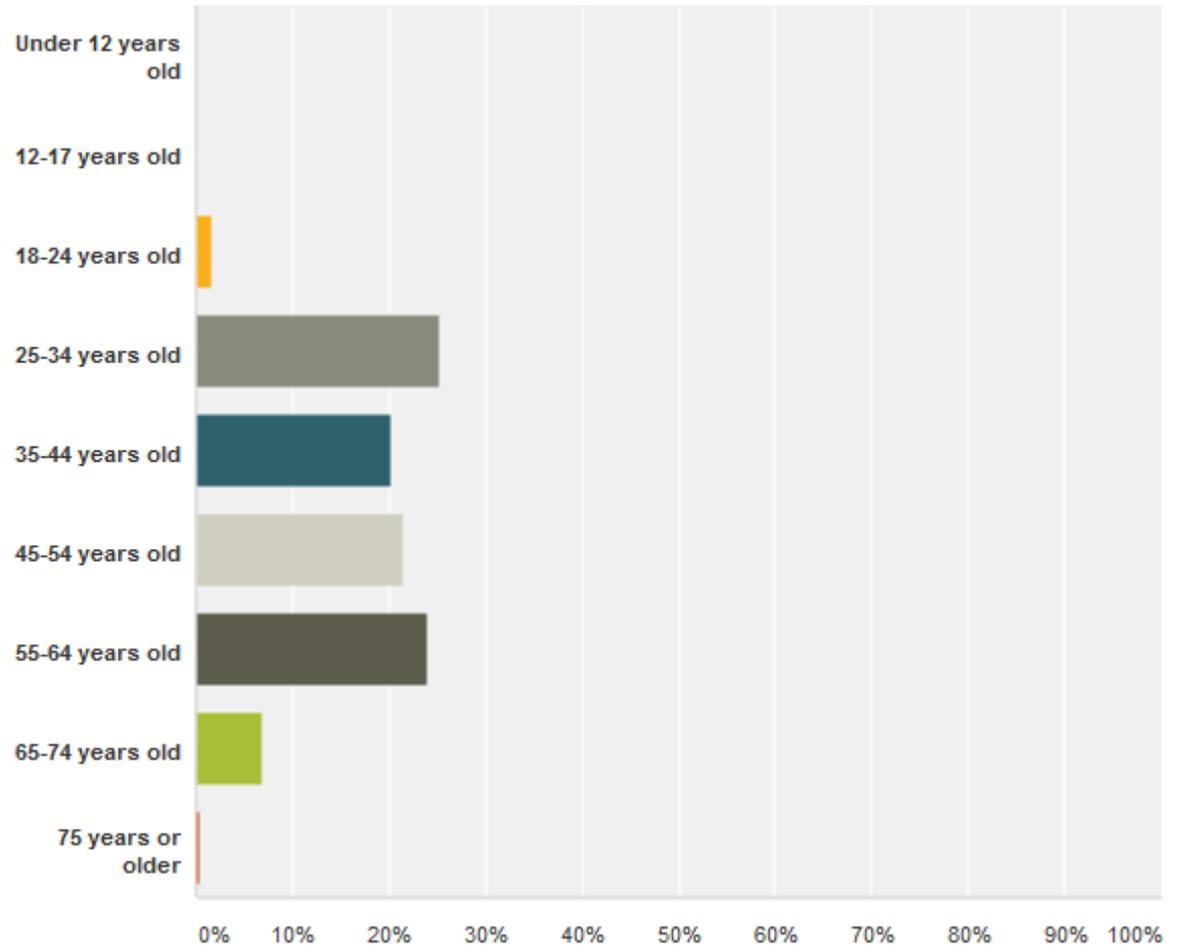
- Open from June 25 to July 7
- Statistical Significance
  - Minimum Confidence Level: 95%
  - City Population: 29,996
  - Confidence Interval: 5
  - Sample Size Needed: 379
- Total Number of Responses: 233

# Online Community Survey



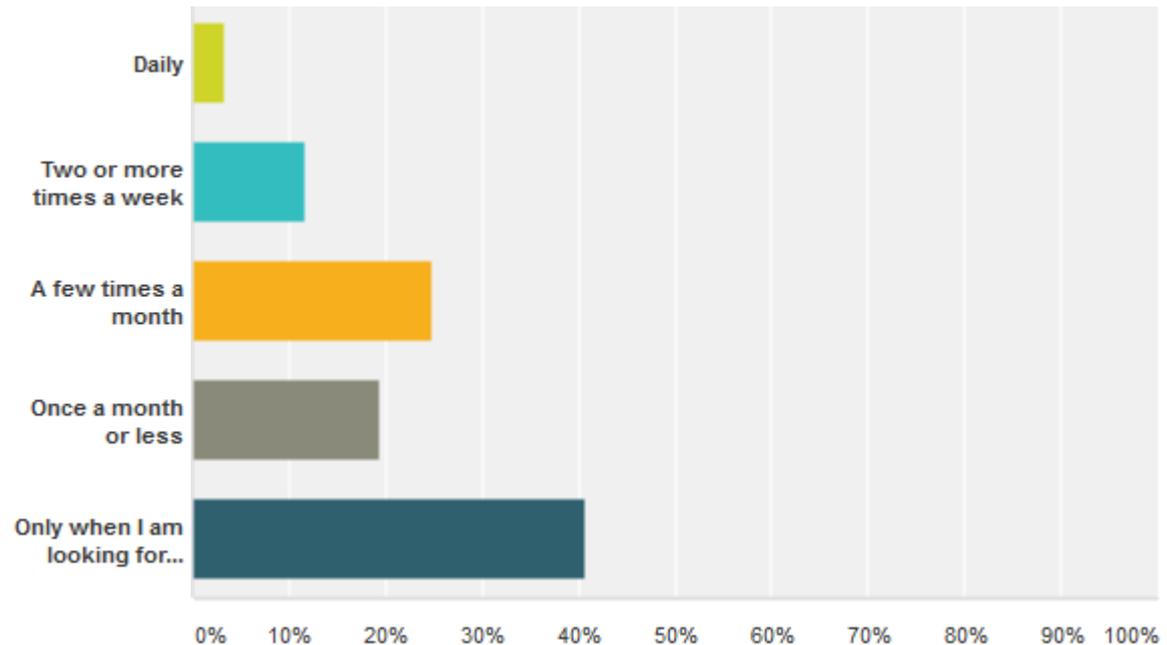
# Online Community Survey

What is your age?



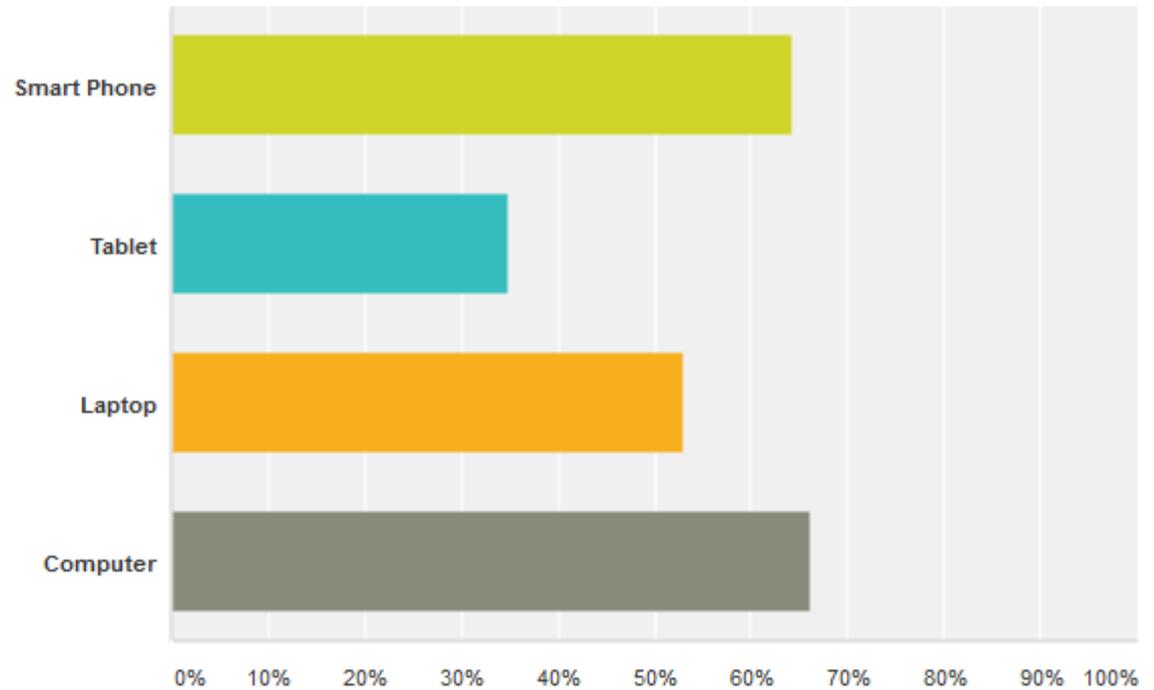
# Online Community Survey

How often do you visit the City's website?



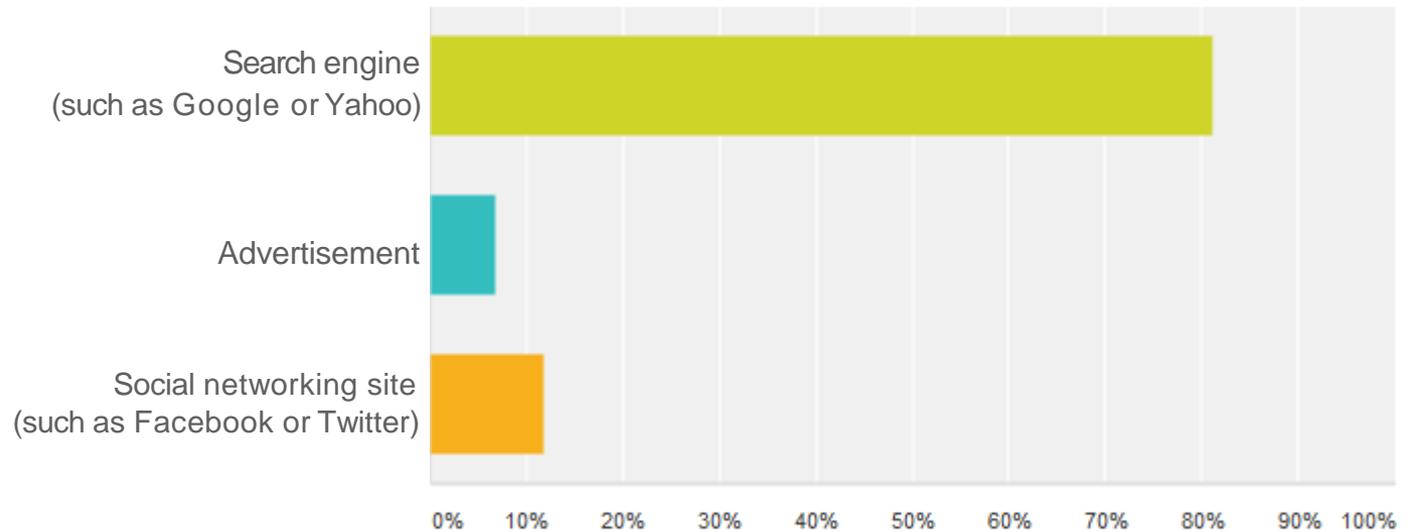
# Online Community Survey

Please select which of the following devices you use to access the website.



# Online Community Survey

How did you first find the City's website?



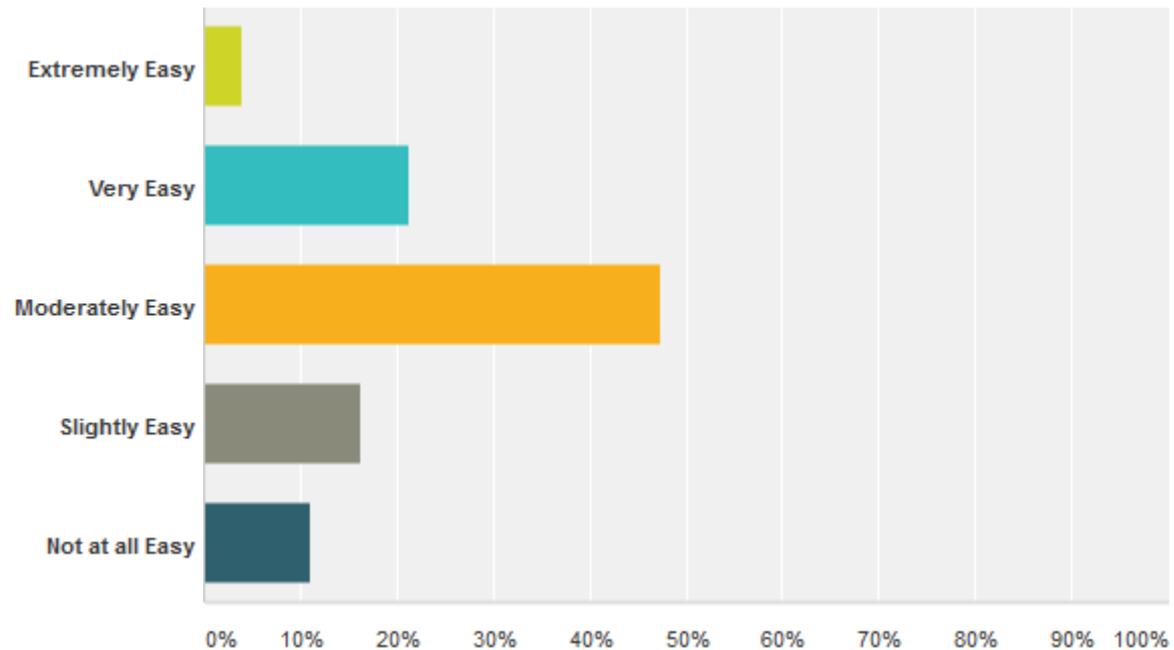
# Online Community Survey

Top Reasons  
for Visiting the  
website

Employment<sub>Latest</sub> Services<sub>Call</sub> Businesses  
Job Search Meeting<sub>Staff Directory</sub> Going  
Road Construction Events<sub>Regulations</sub>  
Department<sub>City Offices</sub> Contact  
City News Bill<sub>City Activities</sub>  
Phone Numbers<sub>City Council</sub> Ordinances  
Obtain Info Garden City<sub>Visited</sub> Checking<sub>Locate</sub>  
Police Blotter Job Openings

# Online Community Survey

Generally, how easy was it for you to find what you were looking for?



# Online Community Survey

Describe a time in the past when you've had difficulty finding something you were looking for. What was it?

Difficult Problem Think Media Pay Community Needed

Job Remember Answer Events

Hazardous Waste Phone Number Utility

Department Specific Contact Forms

Ordinances Commission Going Difficulty

Not Listed Permits Application Program Address

Past

# Online Community Survey

List up to three City website pages that are most useful to you:

Parks Recycling Events Finance Calendar Rec  
Contact Garden City Department  
Staff Directory Zoo City Council Utilities News  
City Commission Human Useful Code

# Online Community Survey

What do you like the most about the City's website?

Garden City Staff **Logo** Navigate **Events** Ordinances  
**Looks** Maps **Pictures** Unsure **Colorful**  
Organized **Access** Choices **Lots**

# Online Community Survey

What can be improved the most on the City's website?

Ease Hard **User Friendly** Directory **Government**  
Unsure **Pictures** Phone **Citizen** Pay  
**Needs** Simple **Navigation** Boring  
**Employees** Font **Mobile** Look **Community**

# Most requested pages

- Home
- Online Payment - Page
- Add Job Posting
- Paying Your Bill
- Departments
- Employment
- Bids & RFPs
- Police Department
- Things to Do and See
- Take a Dip in the Big Pool
- City Commission
- Public Utilities
- Electric
- Municipal Court & Prosecutor's Office
- Parks

# Heat-maps

- Technique to measure areas of interest
- Events on the client are sent to an “In the Cloud” solution
- Experiment runs for about 3-4 weeks
- Data is aggregated and areas of attention are extracted as “hotspots”
- A screenshot of the homepage is taken and the hotspots are overlaid on top of it



DEPARTMENTS RESIDENTS GOVERNMENT BUSINESS VISITORS

Search bar with magnifying glass icon

90°F + [Weather icons]

- News Flash
- Channel Live
- Quick Links
- Photo Gallery
- Calendars
- Custom Reordered Links

- Citizen Support Center
- Utility Billing
- Notify Me
- Online Video
- City Link Schedule

Select Language



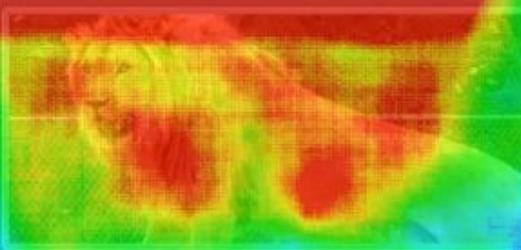
GARDEN CITY NEWS [View all](#)

**Town Hall Meeting to be held Tuesday, May 31**  
 Garden City - The Garden City Commission has scheduled a Town Hall Meeting for 7:00 p.m. on Tuesday, May 31, in the City Commission Chambers at 301 W. Eighth Street in Garden City. Finney County Commissioners will also be present. [Read on...](#)

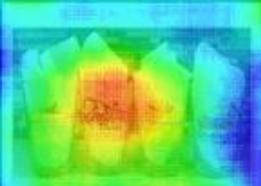
**Work soon underway on new City website**  
 A new user-experience will soon greet visitors to the City of Garden City's website. The Garden City Commission has unanimously approved a contract with Vision Internet to provide website development and hosting services.

**2016 Consumer Confidence Report now available**  
 The 2016 Consumer Confidence Report is now available. The report is a snapshot of the quality of the water that was provided by the City of Garden City last year. [Read on...](#)

**Recreation Commission management study report available**  
 Garden City - A management study report on the Garden City Recreation Commission is now available. [Read on...](#)



SPOTLIGHT



Garden City pint glasses featuring the logos of the City of Garden City, Buttrak Super Golf Course, Lee Richardson Zoo, and Garden City Regional Airport, are available at the City Administrative Center at a cost of \$35 for a set of \$10 each. Call 620-270-1160 to learn more.

CALNDAR [View all](#)

- July 4 Traffic Advisory Board Meeting
- July 5 City Commission Meeting
- July 5 Town Advisory Board Meeting
- July 11 Golf Advisory Board Meeting
- July 12 Garden City Board of Zoning Appeals



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kristi Newland, Zoo Director  
**DATE:** September 20, 2016  
**RE:** Accreditation granted to Lee Richardson Zoo.

---

### **ISSUE:**

Lee Richardson Zoo has again been awarded accreditation by the Association of Zoos and Aquariums.

### **BACKGROUND:**

The Lee Richardson Zoo has been awarded another five years of accreditation from the Association of Zoos and Aquariums. This concludes a year long period of preparation including completion of an extensive application on policies, procedures and other information, an intensive onsite inspection by a team of zoo professionals, and a hearing before the AZA Accreditation Commission. This is the zoo's seventh consecutive accreditation, and it places the zoo in an elite group of zoos and aquariums ranking in the top ten percent of USDA licensed facilities nationwide.

### **ALTERNATIVES:**

No action required.

### **RECOMMENDATION:**

No action required.

### **FISCAL NOTE:**

Meeting the high standards expected by our community and those needed to meet and exceed AZA standards is made possible through the Zoo budget.

### **ATTACHMENTS:**

| Description                 | Upload Date | Type            |
|-----------------------------|-------------|-----------------|
| Accreditation press release | 9/14/2016   | Backup Material |

## **AZA Grants Accreditation to Lee Richardson Zoo**

**Silver Spring, Maryland (September 14, 2016)** – The Association of Zoos & Aquariums (AZA) today announced that the Lee Richardson Zoo was granted accreditation by AZA’s independent Accreditation Commission.

“The Association of Zoos and Aquariums accredits only those zoos and aquariums that meet the highest standards. By achieving AZA-accreditation, Lee Richardson Zoo demonstrates that it is dedicated to protecting species and educating its visitors about the natural world,” said AZA Interim President and CEO Kris Vehrs. “The community can take great pride in knowing that Lee Richardson Zoo is dedicated to inspiring the next generation of conservationists.”

To be accredited, the Lee Richardson Zoo underwent a thorough review to assure it has and will continue to meet rising standards, which include animal care and welfare, veterinary programs, conservation, education, and safety. AZA requires zoos and aquariums to successfully complete this rigorous accreditation process every five years in order to be members of the Association.

The accreditation process includes a detailed application and a meticulous on-site inspection by a team of trained zoo and aquarium professionals. The inspecting team observes all aspects of the institution’s operation, including animal care and welfare; keeper training; safety for visitors, staff and animals; educational programs; conservation efforts; veterinary programs; financial stability; risk management; visitor services; and other areas. Finally, top officials are interviewed at a formal hearing of AZA’s independent Accreditation Commission, after which accreditation is granted, tabled, or denied. Any institution that is denied may reapply one year after the Commission’s decision is made.

Founded in 1924, the Association of Zoos and Aquariums is a nonprofit organization dedicated to the advancement of zoos and aquariums in the areas of conservation, animal welfare, education, science, and recreation. AZA is the accrediting body for the top zoos and aquariums in the United States and eight other countries. Look for the AZA accreditation logo whenever you visit a zoo or aquarium as your assurance that you are supporting a facility dedicated to providing excellent care for animals, a great experience for you, and a better future for all living things. The AZA is a leader in saving species and your link to helping animals all over the world. To learn more, visit [www.aza.org](http://www.aza.org).

###

*Please contact Kristi Newland, Zoo Director at Lee Richardson Zoo at 620-275-1250 for additional information about the facility, including special events and activities for visitors and its ongoing commitment to wildlife conservation and science education.*

# Staff Reports



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Rachelle Powell, Director of Aviation  
**DATE:** September 20, 2016  
**RE:** August 2016 Reports

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**ISSUE:**

Presentation of the August 2016 staff report from the Garden City Regional Airport.

**BACKGROUND:**

Attached is the Garden City Regional Airport staff report for August 2016.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

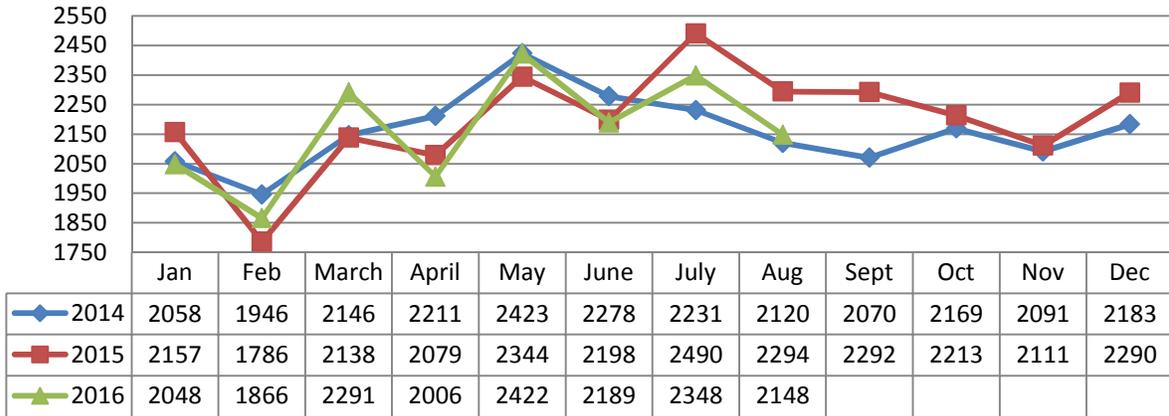
None.

**ATTACHMENTS:**

| Description            | Upload Date | Type            |
|------------------------|-------------|-----------------|
| Airport August Reports | 9/13/2016   | Backup Material |

## GARDEN CITY REGIONAL AIRPORT MONTHLY REPORTS

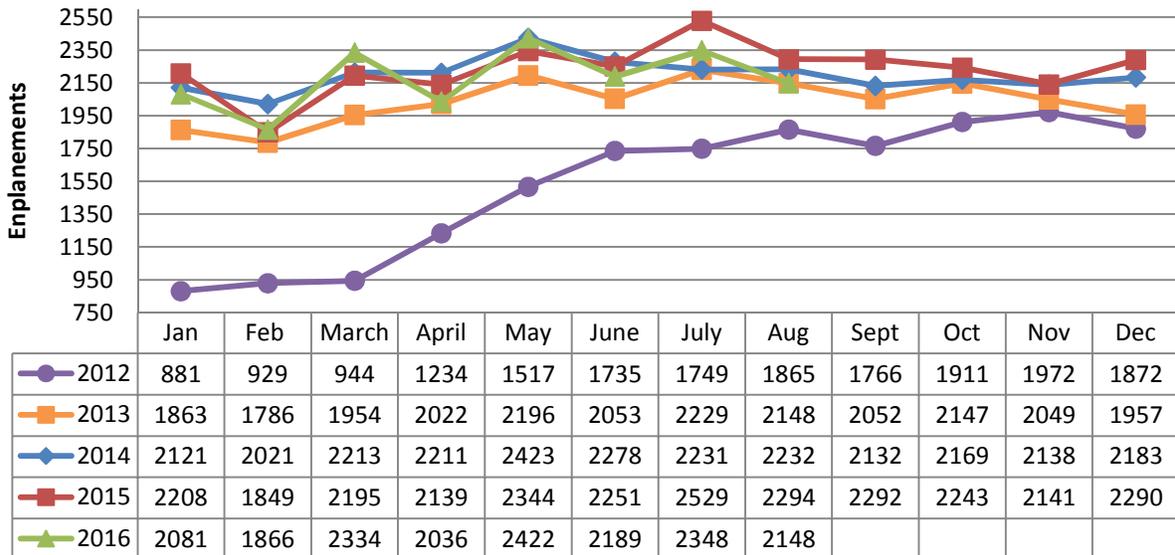
### Airline Enplanement Comparison



#### January - August Comparison

|              | 2014         | 2015         | 2016         |
|--------------|--------------|--------------|--------------|
| <b>TOTAL</b> | <b>17413</b> | <b>17486</b> | <b>17318</b> |

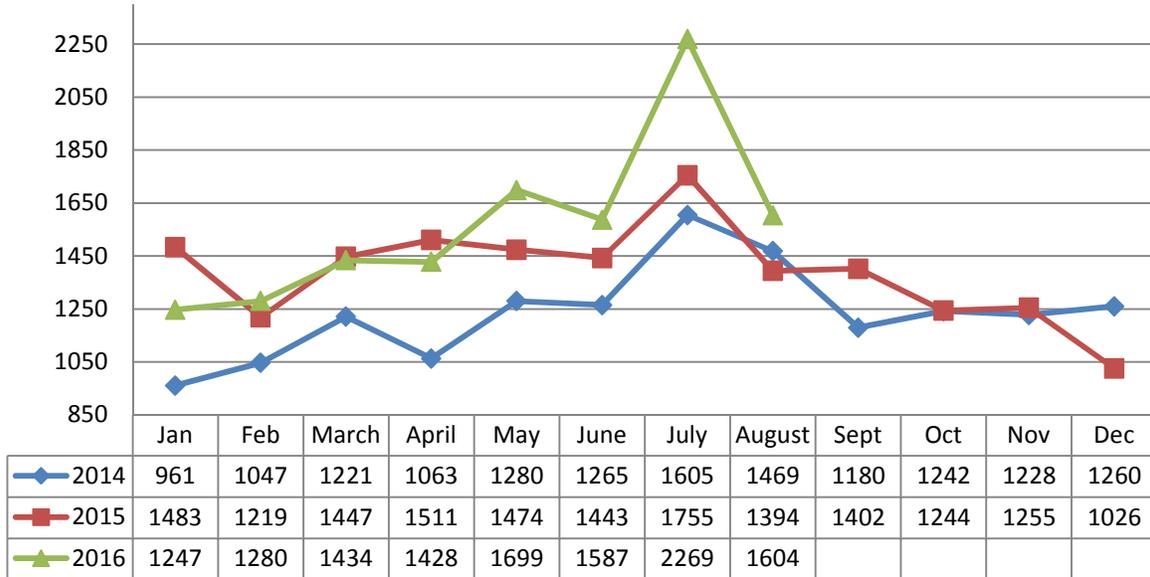
### Airline and Charter Enplanement Data



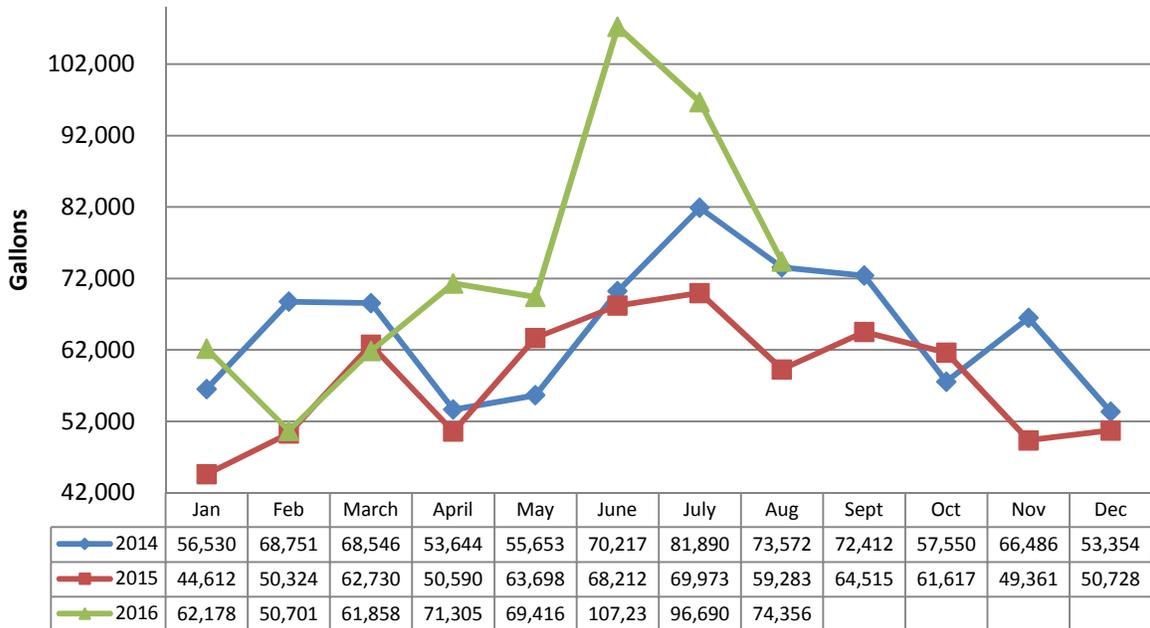
#### Total

|              | 2012          | 2013          | 2014          | 2015          | 2016          |
|--------------|---------------|---------------|---------------|---------------|---------------|
| <b>TOTAL</b> | <b>18,375</b> | <b>24,456</b> | <b>26,428</b> | <b>26,775</b> | <b>17,484</b> |

## Monthly Operations Comparison



## Fuel Sale Comparison





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** September 20, 2016  
**RE:** August 2016 Building report from Neighborhood & Development Services

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**ISSUE:**

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

**BACKGROUND:**

Attached is the Neighborhood & Development Services Building Report from August 2016.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

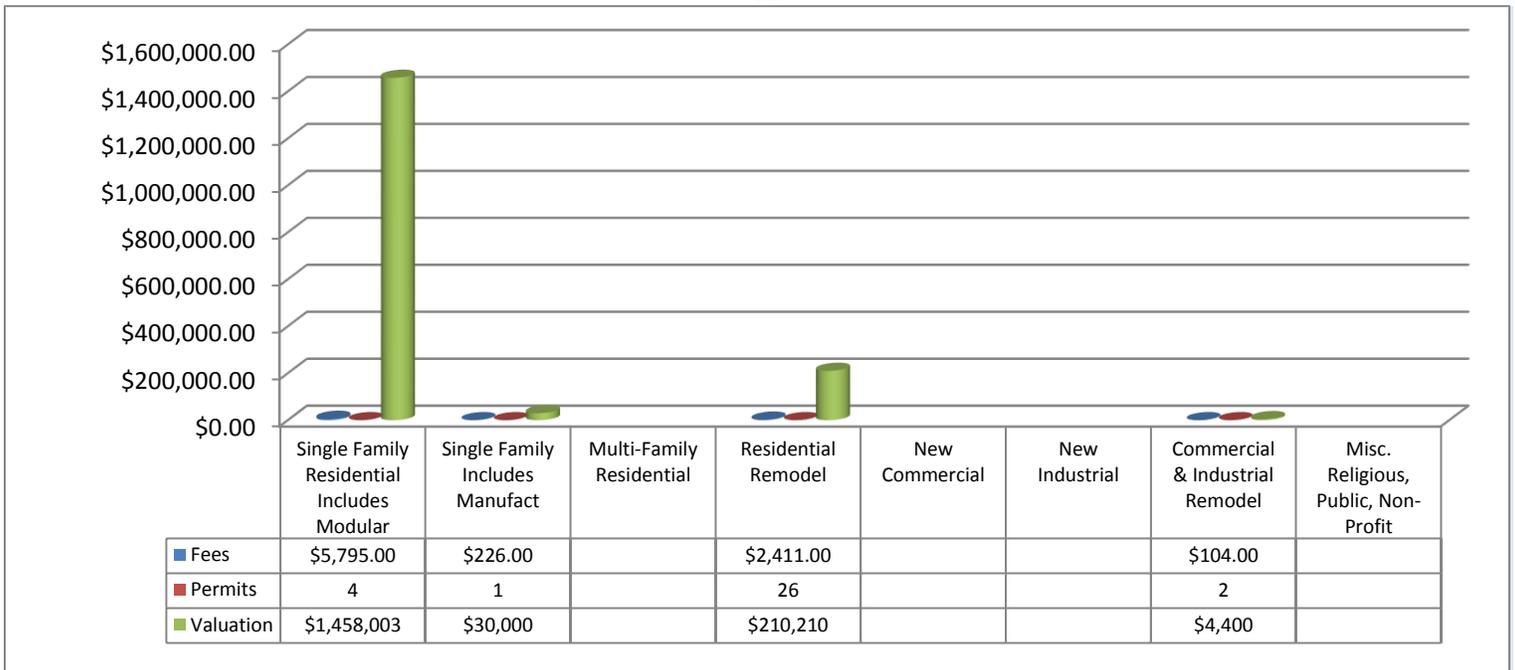
None.

**ATTACHMENTS:**

| Description                 | Upload Date | Type            |
|-----------------------------|-------------|-----------------|
| August 2016 Building Report | 9/6/2016    | Backup Material |

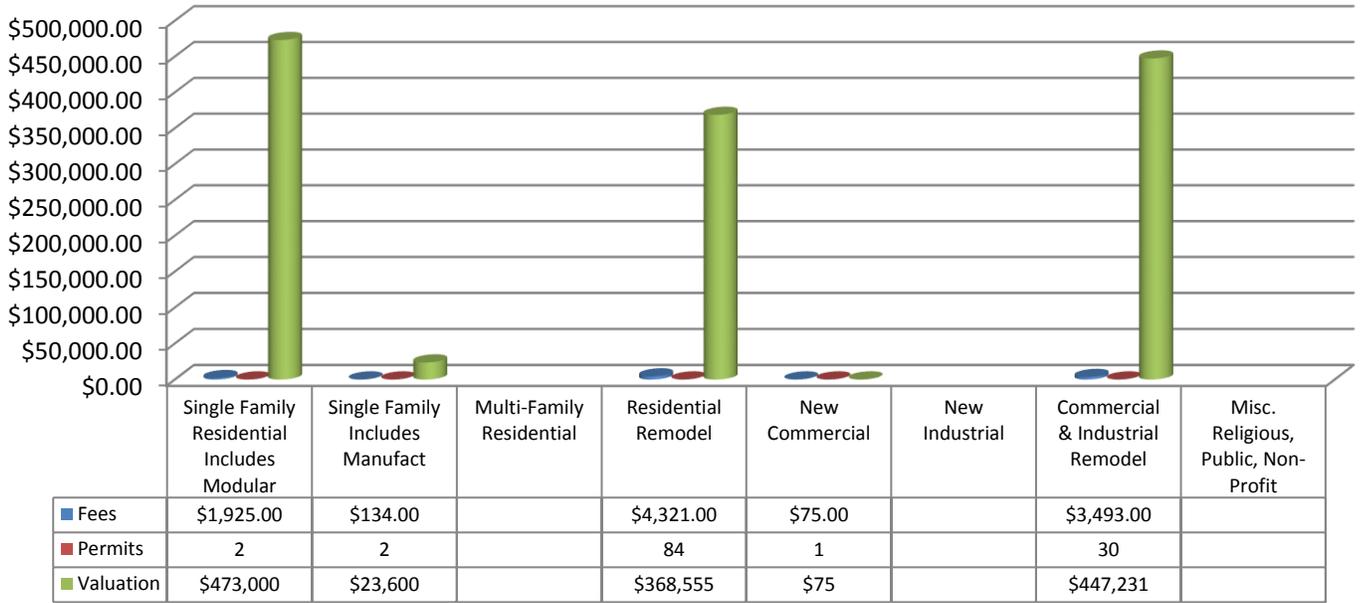
# Neighborhood & Development Services Building Report August 2016





| Council District | Permit Type     | Address             | Amount | Value  | Purpose    | Structure                       | Project Description   |
|------------------|-----------------|---------------------|--------|--------|------------|---------------------------------|---|
| Finney County    | BUILDING PERMIT | 3850 DOLL Road      | 226    | 30000  | Building   | SF Manufactured (HUD Standards) | INSTALL 1987 MOBILE HOME FOR EMPLOYEE   |
| Finney County    | BUILDING PERMIT | 107 DIAMOND HILL    | 2925   | 800000 | Building   | SF Residential Includes Modular | NEW SINGLE FAMILY HOME  |
| Finney County    | BUILDING PERMIT | 5800 KOEHN          | 1046.2 | 213000 | Building   | SF Residential Includes Modular | NEW SINGLE FAMILY HOME  |
| Finney County    | BUILDING PERMIT | 107 DRURY           | 118    | 13500  | Building   | Residential Remodel             | REMOVE/REPLACE ROOF W/LAMINATE SHINGLES (45.2 SQUARES)  |
| Finney County    | BUILDING PERMIT | 545 TOWNS           | 118    | 11300  | Building   | Residential Remodel             | REMOVE/REPLACE ROOF W/LAMINATE SHINGLES   |
| Finney County    | ELECTRICAL      | 5762 CRESTVIEW      | 29     | 750    | Electrical | Residential Remodel             | ELECTRIC SERVICE FOR 1997 MOBILE HOME   |
| Finney County    | BUILDING PERMIT | 108 CAMBRIDGE       | 118    | 8400   | Building   | Residential Remodel             | REMOVE/REPLACE ROOF W/LAMINATE SHINGLES (34 SQUARES)  |
| Finney County    | MECHANICAL      | 2611 West JONES     | 75     | 3400   | Mechanical | Commercial/Industrial Remodel   | REPLACE AIR CONDITIONER FOR SET-UP SHOP - FLAG #426412  |
| Finney County    | BUILDING PERMIT | 5480 ALLEN          | 69     | 4500   | Building   | Residential Remodel             | REMOVE & REPLACE ROOF (30 SQUARES)  |
| Finney County    | BUILDING PERMIT | 2601 West MARY #508 | 82     | 6000   | Building   | Residential Remodel             | INSTALL 1992 MOBILE HOME - Must be set back 15' from road and must be 10' away from existing structures |
| Finney County    | BUILDING PERMIT | 5655 NIGHT SKY      | 1598   | 395003 | Building   | SF Residential Includes Modular | NEW HOME W/ FINISHED BASEMENT   |
| Finney County    | ELECTRICAL      | 6027 OLD POST       | 42     | 2000   | Electrical | Residential Remodel             | REWORK 100 AMP ELECTRICAL UNDERGROUND SERVICE TO MOBILE HOME  |
| Finney County    | BUILDING PERMIT | 1905 GRANDVIEW EAST | 213    | 36000  | Building   | Residential Remodel             | REMOVE/REPLACE ROOF W/EVERSTEEL SHINGLES (64 SQUARES)   |

|               |                 |                              |     |         |            |                                 |  |
|---------------|-----------------|------------------------------|-----|---------|------------|---------------------------------|--|
| Finney County | BUILDING PERMIT | 606 North VFW                | 29  | 3000    | Building   | Residential Remodel             | CONCRETE FLOOR IN SHOP   |
| Finney County | BUILDING PERMIT | 2601 West MARY #410          | 131 | 10000   | Building   | Residential Remodel             | MOVE 1995 MOBILE HOME - MUST BE 10' FROM NEIGHBORS SHED  |
| Finney County | GAS             | 1135 TBONE                   | 42  | 1500    | Gas Permit | Residential Remodel             | GAS PRESSURE TEST  |
| Finney County | BUILDING PERMIT | 5930 North THIRD             | 69  | 4000    | Building   | Residential Remodel             | REPLACE ROOF   |
| Finney County | PLUMBING        | 255 KAREN Street             | 42  | 450     | Plumbing   | Residential Remodel             | INSTALL 40 GALLON NATURAL GAS WATER HEATER   |
| Finney County | GAS             | 755 South Farmland Road      | 29  | 1000    | Gas Permit | Commercial/Industrial Remodel   | GAS PRESSURE TEST AND CHANGE GAS VALVE & UNION   |
| Finney County | GAS             | 2601 West MARY #514          | 42  | 275     | Gas Permit | Residential Remodel             | GAS PRESSURE TEST  |
| Finney County | BUILDING PERMIT | 1435 North SIXTEEN MILE Road | 118 | 16900   | Building   | Residential Remodel             | TEAR OFF AND RE ROOF ( 37.5 SQUARES)   |
| Finney County | PLUMBING        | 2207 GRANDVIEW EAST          | 42  | 300     | Plumbing   | Residential Remodel             | INSTALL 40 GALLON NATURAL GAS WATER HEATER   |
| Finney County | BUILDING PERMIT | 103 WINCHESTER               | 143 | 8235.35 | Building   | Residential Remodel             | REMOVE EXISTING ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMINATE SHINGLES  |
| Finney County | PLUMBING        | 2207 GRANDVIEW EAST          | 42  | 300     | Plumbing   | Residential Remodel             | 40 GALLON WATER HEATER REPLACEMENT - 2ND OF THE 2 WATER HEATERS BEING REPLACED   |
| Finney County | GAS             | 4635 West SEVEN MILE Road    | 42  | 1000    | Gas Permit | Residential Remodel             | REPLACE GAS LINE FROM PROPANE TANK TO MOBILE HOME  |
| Finney County | BUILDING PERMIT | 207 BULLARD                  | 118 | 7500    | Building   | Residential Remodel             | REMOVE/REPLACE ROOF W/COMP SHINGLES (40 SQUARES)   |
| Finney County | BUILDING PERMIT | 2102 CANTERBURY              | 144 | 15000   | Building   | Residential Remodel             | 22 x 30 DETACHED GARAGE - Garage cannot be any closer to the road then the front of the main structure.  |
| Finney County | BUILDING PERMIT | 1502 GRANDVIEW EAST          | 118 | 12000   | Building   | Residential Remodel             | REMOVE/REPLACE ROOF W/COMP SHINGLES (45 SQUARES)   |
| Finney County | BUILDING PERMIT | 1706 GRANDVIEW EAST          | 118 | 14000   | Building   | Residential Remodel             | REMOVE/REPLACE ROOF W/COMP SHINGLES (44 SQUARES)   |
| Finney County | BUILDING PERMIT | 520 DONNA AVE                | 170 | 24000   | Building   | Residential Remodel             | RESIDENTIAL PRIVATE GARAGE - Must be 4' from south property line; Side yard setback: 8' from alley; Rear yard setback: 5' ; Must be 4" minimum thick & include 20' long driveway approach from alley line. |
| Finney County | BUILDING PERMIT | 5775 Koehn                   | 42  | 300     | Building   | Residential Remodel             | concrete steps and sidewalk  |
| Finney County | BUILDING PERMIT | 3905 DAMON Road              | 226 | 50000   | Building   | SF Residential Includes Modular | INSTALL 2010 MOBILE HOME   |
| Finney County | BUILDING PERMIT | 204 CHELSEY                  | 170 | 9000    | Building   | Residential Remodel             | ENCLOSE ADDITION TO BEDROOM; ADD HIP ROOF OVER CURRENT FLAT ROOF   |



| Council District | Permit Type     | Address                | Amount | Value | Purpose    | Structure                     | Project Description   |
|------------------|-----------------|------------------------|--------|-------|------------|-------------------------------|---|
| Garden City      | BUILDING PERMIT | 1510 A                 | 29     | 260   | Building   | Residential Remodel           | 10x9 METAL STORAGE SHED FROM MENARDS  |
| Garden City      | BUILDING PERMIT | 2110 DENNISON          | 105    | 8500  | Building   | Residential Remodel           | REMOVE AND REPLACE SHINGLES   |
| Garden City      | BUILDING PERMIT | 2012 HATTIE            | 56     | 4000  | Building   | Residential Remodel           | REPAIR TWO (2) MAIN ROOF SUPPORTS AND REPLACE (18 SQUARES)                                  |
| Garden City      | PLUMBING        | 902 North FIRST        | 29     | 752   | Plumbing   | Residential Remodel           | INSTALL NEW 40 GALLON WATER HEATER IN BASEMENT - must go to basement entry in back of house |
| Garden City      | MECHANICAL      | 206 North SIXTH Street | 130    | 6796  | Mechanical | Commercial/Industrial Remodel | REPLACE AIR CONDITIONER FOR SERVER ROOM #427073   |
| Garden City      | BUILDING PERMIT | 1407 East FAIR         | 105    | 15000 | Building   | Residential Remodel           | REMODEL BASEMENT & BATHROOMS  |
| Garden City      | GAS             | 4101 East HWY 50 #203  | 29     | 250   | Gas Permit | Residential Remodel           | GAS PRESSURE TEST   |
| Garden City      | BUILDING PERMIT | 2314 HENDERSON         | 29     | 1000  | Building   | Residential Remodel           | 6ft CEDAR   |
| Garden City      | ELECTRICAL      | 1801 CHESTERFIELD      | 29     | 200   | Electrical | Residential Remodel           | REMOVE SERVICE MAST FOR GARAGE. REMOVED BREAKER AND INSTALL HOLE PLUG                       |
| Garden City      | ELECTRICAL      | 1105 East KANSAS       | 32     | 500   | Electrical | Commercial/Industrial Remodel | REPLACE DAMAGED MAIN DISCONNECT ON BUILDING   |
| Garden City      | MECHANICAL      | 518 CHESTERFIELD       | 56     | 4800  | Mechanical | Residential Remodel           | REPLACE AIR CONDITIONER - FLAG #42963   |
| Garden City      | BUILDING PERMIT | 1510 B Street          | 29     | 3000  | Building   | Residential Remodel           | BATHROOM REMODEL - adding shower  |
| Garden City      | BUILDING PERMIT | 1011 CONKLING          | 29     | 6000  | Building   | Residential Remodel           | REMOVE/REPLACE ROOF W/COMP SHINGLES (24 SQUARES)  |

|             |                 |                        |     |       |            |                                 |   |
|-------------|-----------------|------------------------|-----|-------|------------|---------------------------------|---|
| Garden City | BUILDING PERMIT | 1617 LONGHORN          | 29  | 2500  | Building   | Residential Remodel             | 6' CEDAR FENCE  |
| Garden City | PLUMBING        | 1410 West FULTON       | 29  | 800   | Plumbing   | Residential Remodel             | 40 GALLON WATER HEATER REPLACEMENT  |
| Garden City | PLUMBING        | 519 CHESTERFIELD       | 29  | 1200  | Plumbing   | Residential Remodel             | RUN NEW WATER LINE FROM METER TO HOUSE  |
| Garden City | BUILDING PERMIT | 901 North SIXTH        | 29  | 300   | Building   | Residential Remodel             | REMOVE/REPLACE TWO SECTION OF CITY SIDEWALK   |
| Garden City | BUILDING PERMIT | 1516 MELANIE           | 105 | 9000  | Building   | Residential Remodel             | REMOVE/REPLACE ROOF W/LAMINATE SHINGLES (29.3 SQUARES)  |
| Garden City | BUILDING PERMIT | 500 North SIXTEEN MILE | 118 | 11000 | Building   | Residential Remodel             | REMOVE/REPLACE ROOF W/LAMINATE SHINGLES (32.5 SQUARES)  |
| Garden City | BUILDING PERMIT | 802 East EDWARDS       | 105 | 10180 | Building   | Residential Remodel             | CONCRETE PAD WITH 14X24 SHED - Must ve 4' from property line; Shed must be constructed with pressure treated wood; Must be built in accordance with 2009 IRC          |
| Garden City | BUILDING PERMIT | 114 West WALNUT        | 29  | 3000  | Building   | SF Manufactured (HUD Standards) | REPLACE CONCRETE AND APPROACH   |
| Garden City | BUILDING PERMIT | 114 West WALNUT        | 200 | 50000 | Building   | Residential Remodel             | REMODEL   |
| Garden City | BUILDING PERMIT | 817 JC Street          | 29  | 1100  | Building   | Residential Remodel             | CONCRETE AREA BETWEEN CURB AND SIDEWALK - Must be 4" deep   |
| Garden City | BUILDING PERMIT | 1010 North SECOND      | 105 | 9500  | Building   | Residential Remodel             | REMOVE & REPLACE ROOF   |
| Garden City | BUILDING PERMIT | 2919 CASTLEWOOD        | 29  | 2500  | Building   | Residential Remodel             | 14x20 SHED (permit renewal)   |
| Garden City | BUILDING PERMIT | 1003 West CAMPBELL     | 29  | 2000  | Building   | Residential Remodel             | 6' CEDAR FENCE REPLACEMENT  |
| Garden City | MECHANICAL      | 211 South TENTH        | 56  | 6189  | Mechanical | Residential Remodel             | REPLACE FURNACE AND ADD AIR CONDITIONER - #426933   |
| Garden City | MECHANICAL      | 1111 East SPRUCE       | 62  | 3295  | Mechanical | Commercial/Industrial Remodel   | REPLACE FURNACE IN BACK HALLWAY #426921   |
| Garden City | MECHANICAL      | 112 South MAIN         | 62  | 5200  | Mechanical | Commercial/Industrial Remodel   | REPLACE AIR CONDITIONER #426938   |
| Garden City | GAS             | 412 MAGNOLIA           | 29  | 600   | Gas Permit | Residential Remodel             | GAS PRESSURE TEST   |
| Garden City | MECHANICAL      | 2403 FLEMING           | 29  | 2075  | Mechanical | Residential Remodel             | REPLACE EAST AIR CONDITIONER  |
| Garden City | MECHANICAL      | 1320 North TAYLOR      | 130 | 12290 | Mechanical | Commercial/Industrial Remodel   | INSTALL ROOFTOP UNIT 85 TON   |
| Garden City | DEMO PERMIT     | 2401 East KANSAS       | 30  | 0     | Demo       | Commercial/Industrial Remodel   | DEMO TO REPLACE EXISTING CABINETS   |
| Garden City | BUILDING PERMIT | 2010 SIOUX             | 29  | 2300  | Building   | Residential Remodel             | FRONT PORCH EXTENSION   |
| Garden City | BUILDING PERMIT | 2401 East KANSAS       | 130 | 25000 | Building   | Commercial/Industrial Remodel   | INSTALL NEW CABINETS & TOPS   |
| Garden City | ELECTRICAL      | 2401 East KANSAS       | 32  | 1500  | Electrical | Commercial/Industrial Remodel   | STARBUCKS REMODEL - CHANGING OUT FIXTURES   |
| Garden City | ELECTRICAL      | 211 South TENTH        | 29  | 250   | Electrical | Residential Remodel             | NEW BREAKER BOX INSTALL (FOR FURNACE INSTALL)   |
| Garden City | ELECTRICAL      | 2901 North THIRD       | 0   | 0     | Electrical | Commercial/Industrial Remodel   | RUN POWER TO SPRINKLER CONTROLLER   |
| Garden City | PLUMBING        | 501 North TENTH        | 29  | 1000  | Plumbing   | Residential Remodel             | WATERLINE REPAIR/REPLACEMENT  |
| Garden City | BUILDING PERMIT | 710 East FULTON        | 130 | 15000 | Building   | Commercial/Industrial Remodel   | DRIVEWAY AND GARAGE - parking spaces must be concrete/asphalt. One (1) ADA spot required w/ min. dimension of 11' x 18.5' with a 5' aisle; ADA parking sign required. |

|             |                 |                         |      |        |                |                               |   |
|-------------|-----------------|-------------------------|------|--------|----------------|-------------------------------|---|
| Garden City | BUILDING PERMIT | 709 East FULTON         | 220  | 39000  | Building       | Commercial/Industrial Remodel | RESTAURANT REMODEL (INTERIOR)   |
| Garden City | BUILDING PERMIT | 211 South TENTH         | 29   | 500    | Building       | Residential Remodel           | FRONT PERGOLA - Property is in a floodplain: must be constructed with pressure treated wood   |
| Garden City | PLUMBING        | 1103 North TAYLOR       | 58   | 500    | Plumbing       | Commercial/Industrial Remodel | REPLACE SEWER LINE - MUST BE UNCOVERED AT THE CLEAN OUTS  |
| Garden City | GAS             | 515 North TWELFTH       | 29   | 200    | Gas Permit     | Residential Remodel           | GAS PRESSURE TEST   |
| Garden City | BUILDING PERMIT | 105 North JENNIE BARKER | 1250 | 272000 | Building       | Commercial/Industrial Remodel | INSTALL CANOPY, FUEL PUMPS, TANKS, & PIPING (U-PUMP IT)   |
| Garden City | BUILDING PERMIT | 407 West CHESTNUT       | 29   | 2000   | Building       | Residential Remodel           | REPLACE WITH NEW ROOF   |
| Garden City | PLUMBING        | 2116 CENTER             | 29   | 1000   | Plumbing       | Residential Remodel           | PLUMBING FOR POOL HOUSE BATHROOM  |
| Garden City | BUILDING PERMIT | 301 North ELEVENTH      | 29   | 1750   | Building       | Residential Remodel           | 8x10 SHED - Must be 7 1/2 ft. from rear yard property line ; must be 20' from front yard property line off of Chestnut St. ; must be 10' from existing structures |
| Garden City | SIGN PERMIT     | 114 West KANSAS         | 150  | 150    | Pole Sign      | Commercial/Industrial Remodel | DAIRY QUEEN SIGN REPAIR/REPLACEMENT - POLE SIGN CANNOT BE TALLER THAN 20' TALL  |
| Garden City | BUILDING PERMIT | 2230 GLENWOOD           | 105  | 10000  | Building       | Residential Remodel           | 6ft CEDAR FENCE   |
| Garden City | BUILDING PERMIT | 2304 ESTES              | 105  | 10000  | Building       | Residential Remodel           | BATHROOM REMODEL  |
| Garden City | BUILDING PERMIT | 2319 Tonio              | 29   | 150    | Building       | Residential Remodel           | 6" curb for fencing   |
| Garden City | ELECTRICAL      | 1103 North TAYLOR       | 29   | 750    | Electrical     | Commercial/Industrial Remodel | REPLACE METER CAN AND INSTALL DISCONNECT  |
| Garden City | PLUMBING        | 2816 KRIS               | 29   | 1000   | Plumbing       | Residential Remodel           | INSTALL UNDERGROUND SPRINKLER SERVICE   |
| Garden City | MECHANICAL      | 2323 CAMPUS             | 105  | 8200   | Mechanical     | Residential Remodel           | INSTALL FURNACE, COIL AND A/C   |
| Garden City | SIGN PERMIT     | 312 FINNUP Road         | 0    | 0      | Temporary Sign | Commercial/Industrial Remodel | 3' X 8' BANNER SIGN (A Wild Affair)   |
| Garden City | SIGN PERMIT     | 2051 East MARY          | 150  | 0      | Monument Sign  | Commercial/Industrial Remodel | 6' X 8' MONUMENT SIGN, 4' X 24' CHANNEL LETTER SIGN (Fresenius Kidney Care)   |
| Garden City | PLUMBING        | 2210 GLENWOOD Drive     | 56   | 4000   | Plumbing       | Residential Remodel           | UNDERGROUND SPRINKLER SYSTEM  |
| Garden City | PLUMBING        | 2330 GLENWOOD           | 56   | 4000   | Plumbing       | Residential Remodel           | INSTALL UNDERGROUND SPRINKLER SYSTEM,   |
| Garden City | PLUMBING        | 2330 CYPRESS            | 56   | 4000   | Plumbing       | Residential Remodel           | INSTALL UNDERGROUND SPRINKLER SYSTEM  |
| Garden City | PLUMBING        | 4805 LEONARD            | 29   | 1450   | Plumbing       | Residential Remodel           | INSTALL 40 GALLON NAT GAS WATER HEATER  |
| Garden City | MECHANICAL      | 404 West EDWARDS        | 29   | 3000   | Mechanical     | Residential Remodel           | REPLACE AIR CONDITIONER - FLAG #426600  |
| Garden City | BUILDING PERMIT | 2703 SHAMUS             | 29   | 2200   | Building       | Residential Remodel           | VENEER SIDING TO FRONT OF HOUSE (1440 SQ. FT.)  |
| Garden City | BUILDING PERMIT | 3910 North BLUESTEM     | 118  | 18000  | Building       | Residential Remodel           | REMOVE/REPLACE ROOF W/LAMINATE SHINGLES (56 SQUARES)  |

|             |                 |                        |       |        |            |                                 |  |
|-------------|-----------------|------------------------|-------|--------|------------|---------------------------------|--|
| Garden City | BUILDING PERMIT | 2004 APACHE            | 105   | 20000  | Building   | Residential Remodel             | DETACHED GARAGE - HEIGHT MUST BE SHORTER THAN HOME. NO METAL SIDING.   |
| Garden City | BUILDING PERMIT | 503 ST JOHN            | 32    | 2500   | Building   | Commercial/Industrial Remodel   | 6' CHAIN LINK FENCE  |
| Garden City | BUILDING PERMIT | 305 COLLEGE            | 105   | 7000   | Building   | Residential Remodel             | REMOVE/REPLACE ROOF W/COMP SHINGLES (32 SQUARES)   |
| Garden City | BUILDING PERMIT | 1808 East LAUREL       | 105   | 7000   | Building   | Residential Remodel             | REMOVE/REPLACE ROOF W/COMP SHINGLES (28 SQUARES)   |
| Garden City | BUILDING PERMIT | 3880 West JONES        | 69    | 4100   | Building   | Residential Remodel             | REMOVE/REPLACE ROOF W/COMP SHINGLES (15 SQUARES)   |
| Garden City | BUILDING PERMIT | 1311 East FULTON       | 130   | 8000   | Building   | Commercial/Industrial Remodel   | APPLY 2 COATS OF SEALER AND BASE TO FLAT ROOF  |
| Garden City | BUILDING PERMIT | 902 East HAMLIN        | 29    | 2000   | Building   | Residential Remodel             | CONSTRUCT NEW PORCH/DECK (16' X 10') AND POUR CONCRETE (20' x 14') - In a flood zone, must use treated lumber. |
| Garden City | PLUMBING        | 401 East SPRUCE Street | 62    | 5300   | Plumbing   | Commercial/Industrial Remodel   | INSTALL 100 GALLON NATURAL GAS WATER HEATER  |
| Garden City | PLUMBING        | 615 JC Street          | 32    | 1200   | Plumbing   | Commercial/Industrial Remodel   | INSTALL 6 GALLON & 20 GALLON ELECTRIC WATER HEATER   |
| Garden City | PLUMBING        | 2230 GLENWOOD          | 56    | 5800   | Plumbing   | Residential Remodel             | INSTALL UNDERGROUND SPRINKLER SYSTEM   |
| Garden City | BUILDING PERMIT | 4101 East HWY 50 #83   | 29    | 449    | Building   | Residential Remodel             | STORAGE BUILDING - shed must be 10' away from home   |
| Garden City | BUILDING PERMIT | 2106 SIOUX             | 29    | 550    | Building   | Residential Remodel             | REPLACE ROOFING ON DETACHED GARAGE (8 SQUARES)   |
| Garden City | SIGN PERMIT     | 314 North MAIN         | 75    | 75     | Wall Sign  | Commercial/Industrial Remodel   | BROWN'S SHOE FIT - NEW SIGN  |
| Garden City | SIGN PERMIT     | 312 North EIGHTH       | 75    | 75     | Wall Sign  | New Commercial                  | THE REAL ESTATE SHOPPE - NEW SIGN (A-1 confirmed lighted letters & small logos will not be lit)                |
| Garden City | CURB CUT        | 601 East KANSAS        | 30    | 0      | Curb Cut   | Commercial/Industrial Remodel   | REPAIR 12' OF 8" CURB  |
| Garden City | BUILDING PERMIT | 149 CLOVERLEAF         | 29    | 600    | Building   | Residential Remodel             | 6 FT WOOD FENCE WITH METAL POSTS   |
| Garden City | BUILDING PERMIT | 710 CONKLING Avenue    | 29    | 2000   | Building   | Residential Remodel             | REPLACE SHINGLES   |
| Garden City | BUILDING PERMIT | 203 North TENTH        | 56    | 4500   | Building   | Residential Remodel             | CONSTRUCT NEW PORCH  |
| Garden City | BUILDING PERMIT | 2324 North EIGHTH      | 29    | 1000   | Building   | Residential Remodel             | REPLACE CONCRETE DAMAGE  |
| Garden City | BUILDING PERMIT | 2301 IDLEWILD Way      | 831.2 | 188000 | Building   | SF Residential Includes Modular | NEW SINGLE FAMILY HOME - Anchor bolts need to be inspected prior to concealment.                               |
| Garden City | BUILDING PERMIT | 2311 GLENWOOD Drive    | 56    | 3500   | Building   | Residential Remodel             | 6' CEDAR FENCE   |
| Garden City | BUILDING PERMIT | 2104 INLAND Avenue     | 1094  | 285000 | Building   | SF Residential Includes Modular | NEW SINGLE FAMILY HOME (Includes fence & irrigation system)  |
| Garden City | ELECTRICAL      | 908 North TAYLOR       | 29    | 1100   | Electrical | Residential Remodel             | REWORK ELECTRICAL SERVICE  |
| Garden City | ELECTRICAL      | 615 WHEATRIDGE         | 29    | 150    | Electrical | Residential Remodel             | REPLACE BENT ELECTRICAL SERVICE MAST   |
| Garden City | GAS             | 2619 CARRIAGE          | 29    | 1000   | Gas Permit | Residential Remodel             | RUNNING NEW GAS LINE TO GAS METER IN A NEW LOCATION  |

|             |                 |                            |       |       |            |                               |   |
|-------------|-----------------|----------------------------|-------|-------|------------|-------------------------------|---|
| Garden City | BUILDING PERMIT | 2917 PATTY                 | 105   | 20000 | Building   | Residential Remodel           | DETACHED GARAGE - 4' SETBACK REQUIRED IN REAR & 3' SETBACK REQUIRED ON SIDE YARD  |
| Garden City | BUILDING PERMIT | 2116 CENTER                | 29    | 3000  | Building   | Residential Remodel           | CONCRETE SLAB AND APPROACH - CONCRETE SLAB MUST BE 10' FROM BUILDING & MUST BE 15' FROM PROPERTY LINE OFF OF CLOUD CIRCLE |
| Garden City | BUILDING PERMIT | 306 East HAMLIN            | 29    | 400   | Building   | Residential Remodel           | TOOL STORE WITH CONCRETE PAD  |
| Garden City | BUILDING PERMIT | 1510 B                     | 29    | 3000  | Building   | Residential Remodel           | RE-ROOF & REPLACE COMP SHINGLES   |
| Garden City | BUILDING PERMIT | 1609 A                     | 105   | 6800  | Building   | Residential Remodel           | TEAR OFF & RE-ROOF  |
| Garden City | PLUMBING        | 908 North TAYLOR           | 29    | 1200  | Plumbing   | Residential Remodel           | INSTALL NEW ELECTRIC WATER HEATER - Permit Cancelled per RJ's. Water heater was not installed.                            |
| Garden City | MECHANICAL      | 2015 MOHAWK                | 56    | 3300  | Mechanical | Residential Remodel           | REPLACE AIR CONDITIONER - FLAG #426348  |
| Garden City | MECHANICAL      | 206 North SIXTH Street     | 130   | 6300  | Mechanical | Commercial/Industrial Remodel | REPLACE AIR CONDITIONER FOR FRONT OFFICES - FLAG #426392  |
| Garden City | BUILDING PERMIT | 1213 FLEMING               | 220   | 30000 | Building   | Commercial/Industrial Remodel | PARKING LOT PATCH WORK  |
| Garden City | PLUMBING        | 2504 East KANSAS           | 32    | 400   | Plumbing   | Commercial/Industrial Remodel | INSTALL 4 GALLON ELECTRIC WATER HEATER  |
| Garden City | PLUMBING        | 1711 North EIGHTH          | 29    | 500   | Plumbing   | Residential Remodel           | SEWER LINE REPAIR   |
| Garden City | MECHANICAL      | 531 CAMPUSVIEW             | 56    | 5900  | Mechanical | Commercial/Industrial Remodel | INSTALL DUCTLESS SPLIT UNIT IN SERVER ROOM - FLAG #426052   |
| Garden City | MECHANICAL      | 2402 CHEROKEE              | 56    | 4000  | Mechanical | Residential Remodel           | CHANGE OUT 75K 80% FURNACE & 2 1/2 TON A/C  |
| Garden City | BUILDING PERMIT | 202 SPENCER                | 29    | 3000  | Building   | Residential Remodel           | REMOVE/REPLACE ROOF   |
| Garden City | BUILDING PERMIT | 2828 LORAIN                | 56    | 4000  | Building   | Residential Remodel           | REMOVE/REPLACE ROOF W/LAMINATE SHINGLES (16.7 SQUARES)  |
| Garden City | PLUMBING        | 617 North NINTH            | 29    | 1200  | Plumbing   | Residential Remodel           | REPLACE WATER LINE FROM METER TO INSIDE OF HOUSE  |
| Garden City | MECHANICAL      | 1312 North TWELFTH         | 56    | 4000  | Mechanical | Residential Remodel           | CHANGE OUT 56K 92% FURNACE & 2 1/2 TON A/C  |
| Garden City | UTILITY         | 2301 IDLEWILD Way          | 466.3 | 0     | Electrical | Residential Remodel           | NEW SINGLE FAMILY HOME - Anchor bolts need to be inspected prior to concealment.  |
| Garden City | UTILITY         | 2301 IDLEWILD Way          | 50    | 0     | Plumbing   | Residential Remodel           | NEW SINGLE FAMILY HOME - Anchor bolts need to be inspected prior to concealment.  |
| Garden City | UTILITY         | 2104 INLAND Avenue         | 466.3 | 0     | Electrical | Residential Remodel           | NEW SINGLE FAMILY HOME (Includes fence & irrigation system)   |
| Garden City | UTILITY         | 2104 INLAND Avenue         | 50    | 0     | Plumbing   | Residential Remodel           | NEW SINGLE FAMILY HOME (Includes fence & irrigation system)   |
| Garden City | BUILDING PERMIT | 950 North JENNIE BARKER #4 | 56    | 4200  | Building   | Residential Remodel           | CONSTRUCT COVERED PORCH, 14' X 12' STORAGE SHED AND 4' CHAIN LINK FENCE (Porch cannot be connected to mobile home)        |
| Garden City | BUILDING PERMIT | 205 South THIRTEENTH       | 29    | 2000  | Building   | Residential Remodel           | REMOVE/REPLACE ROOF   |

|             |                 |                        |     |       |                |                                 |  |
|-------------|-----------------|------------------------|-----|-------|----------------|---------------------------------|--|
| Garden City | BUILDING PERMIT | 1704 North SEVENTH     | 105 | 8400  | Building       | Residential Remodel             | REMOVE/REPLACE ROOF W/COMP SHINGLES (34 SQUARES) |
| Garden City | BUILDING PERMIT | 1103 East FULTON       | 32  | 3000  | Building       | Commercial/Industrial Remodel   | WOOD FENCE                                       |
| Garden City | PLUMBING        | 616 North FIRST        | 29  | 2500  | Plumbing       | Residential Remodel             | REPLACE WATER LINE                               |
| Garden City | MECHANICAL      | 1715 PIONEER RD        | 32  | 2800  | Mechanical     | Commercial/Industrial Remodel   | INSTALL DUCTLESS SPLIT UNIT IN SERVER ROOM       |
| Garden City | BUILDING PERMIT | 3991 WILDWOOD Drive    | 56  | 3500  | Building       | Residential Remodel             | 6' CEDAR FENCE - Must be setback 25' on Glenwood |
| Garden City | BUILDING PERMIT | 2601 West MARY LOT 408 | 105 | 20600 | Building       | SF Manufactured (HUD Standards) | INSTALL MOBILE HOME                              |
| Garden City | BUILDING PERMIT | 904 East PRICE         | 56  | 3500  | Building       | Residential Remodel             | NEW DRIVEWAY, APPROACH & SIDEWALK                |
| Garden City | SIGN PERMIT     | 1507 East FULTON       | 35  | 0     | Temporary Sign | Commercial/Industrial Remodel   | ARTURO LUJAN AGENCY                              |
| Garden City | PLUMBING        | 1302 North EIGHTH      | 29  | 1000  | Plumbing       | Residential Remodel             | INSTALL NEW WATER LINE                           |
| Garden City | GAS             | 707 East HAMLIN        | 29  | 200   | Gas Permit     | Residential Remodel             | GAS PRESSURE TEST                                |
| Garden City | MECHANICAL      | 1613 SAFFORD           | 29  | 400   | Mechanical     | Residential Remodel             | REPLACE A COIL                                   |

# City of Holcomb



| Council District | Permit Type     | Address       | Amount | Value  | Purpose    | Structure           | Project Description   |
|------------------|-----------------|---------------|--------|--------|------------|---------------------|---|
| Holcomb          | MECHANICAL      | 406 LAURA LN  | 29     | 3000   | Mechanical | Residential Remodel | INSTALL NEW A/C & FURNACE   |
| Holcomb          | BUILDING PERMIT | 500 HENDERSON | 3718   | 857000 | Building   | Misc                | NEW STORM SHELTER & CONCESSION FACILITY FOR HOLCOMB MIDDLE SCHOOL |
| Holcomb          | BUILDING PERMIT | 102 KRISTI    | 226    | 30000  | Building   | Residential Remodel | 16' X 32' SWIMMING POOL - Fence must meet requirements for pools. |
| Holcomb          | MECHANICAL      | 102 NUNN      | 69     | 5500   | Mechanical | Residential Remodel | CHANGE OUT 84K 92% FURNACE & 3 1/2 TON A/C                        |
| Holcomb          | BUILDING PERMIT | 103 SHALYN    | 42     | 1500   | Building   | Residential Remodel | 6' CEDAR FENCE  |
| Holcomb          | BUILDING PERMIT | 7005 LYLE     | 29     | 1000   | Building   | Residential Remodel | 12 x 12 SHED - Shed must be 10' away from existing structures.    |
| Holcomb          | BUILDING PERMIT | 404 ELBERT    | 118    | 15950  | Building   | Residential Remodel | 6'-8' VINYL PRIVACY FENCE   |



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Service and Finance  
**DATE:** September 20, 2016  
**RE:** Monthly Financial Report - August 2016

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**ISSUE:**

Presentation of the Monthly Financial Report from Service and Finance.

**BACKGROUND:**

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

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

| Description                            | Upload Date | Type            |
|--|-------------|-----------------|
| Monthly Financial Report - August 2016 | 9/13/2016   | Backup Material |



**City of Garden City**  
**Monthly Financial Report FY 2016**  
**For the Eight Months Ended August 31, 2016**  
 Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended August 31, 2016.

**GENERAL FUND AT A GLANCE**

| Category                    | Revised<br>2016<br>Budget | 2016<br>YTD<br>Actual | 2015<br>YTD<br>Actual |
|-----------------------------|---------------------------|-----------------------|-----------------------|
| Revenues                    | 23,067,926                | 16,212,649            | 15,603,184            |
| Expenditures                | 24,028,254                | 15,194,387            | 14,548,872            |
| <b>Revenues Over(Under)</b> | <b>(960,328)</b>          | <b>1,018,262</b>      | <b>1,054,313</b>      |

**UTILITY FUND REVENUES AT A GLANCE**

| Category         | Revised<br>2016<br>Budget | 2016<br>YTD<br>Actual | 2015<br>YTD<br>Actual |
|------------------|---------------------------|-----------------------|-----------------------|
| Electric         | 33,010,192                | 20,582,747            | 20,109,443            |
| Solid Waste      | 3,631,460                 | 2,537,570             | 2,388,082             |
| Drainage Utility | 208,139                   | 142,100               | 138,394               |
| Water and Sewage | 7,906,020                 | 4,709,455             | 4,695,362             |
| <b>TOTAL</b>     | <b>44,755,811</b>         | <b>27,971,872</b>     | <b>27,331,281</b>     |

**SELECTED GENERAL FUND REVENUES AT A GLANCE**

| Category              | Revised<br>2016<br>Budget | 2016<br>YTD<br>Actual | 2015<br>YTD<br>Actual |
|-----------------------|---------------------------|-----------------------|-----------------------|
| City Sales Tax        | 6,350,000                 | 4,371,087             | 4,291,838             |
| County Sales Tax      | 3,700,000                 | 2,527,550             | 2,529,758             |
| Franchise Tax         |                           |                       |                       |
| Gas Utility           | 460,000                   | 341,605               | 404,162               |
| Telephone             | 58,500                    | 39,971                | 40,288                |
| CATV                  | 232,000                   | 174,527               | 176,479               |
| Building Permits      | 342,700                   | 332,322               | 254,392               |
| Municipal Court Fines | 900,000                   | 571,608               | 572,748               |





**City of Garden City  
 Monthly Financial Report FY 2016  
 For the Eight Months Ended  
 August 31, 2016**

**General Fund**

General Fund Revenues collected through August were \$16,212,649. The August revenues represent 70.28% of the total revenues expected in the General Fund. Property tax distribution was 96.64% for the third of five payments in 2016.

General Fund Expenses are at 63.23% of the total expenditures expected in the General Fund.

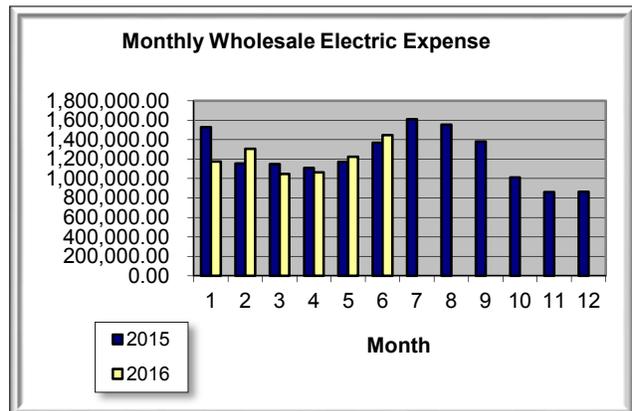
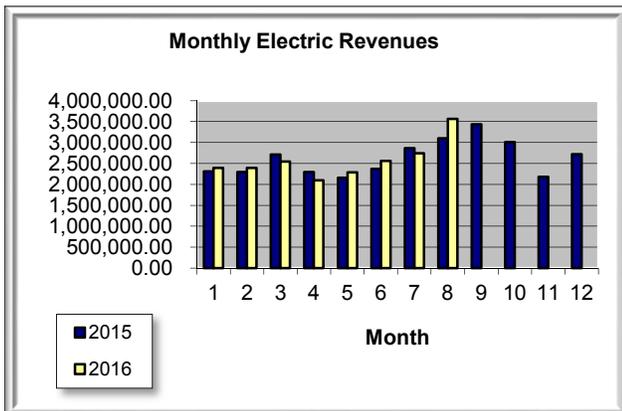
**Selected Revenues**

- City Sales Tax—Ahead by \$79,249 compared to August 2015 year to date collections, 1.85% ahead of 2015 for the eight months ended.
- County Sales Tax— Collections for the eight months ended are behind 2015 by \$2,208 or -.09%.
- Franchise Tax—Budget estimates for 2016 remain approximately the same as 2015. All Franchise actual 2016 are behind 2015.
- Building Permits—Budget estimates for 2016 are based on 2015 revenues. Receipts are higher than this period in 2015.
- Municipal Court Fines—Budget estimates were based on 2015 actual and collections through August are behind 2015.

**Utility Funds**

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$33,010,192 for 2016 were \$20,582,747 through eight months or 62.35% of budget.

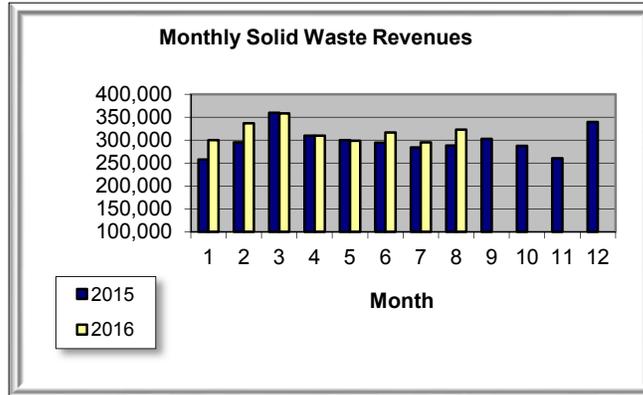


A main expense is Wholesale Electric in the Utility Fund. The 2016 revised budget for wholesale electric is \$17,697,000. The wholesale electric expense for August was not available at this printing.

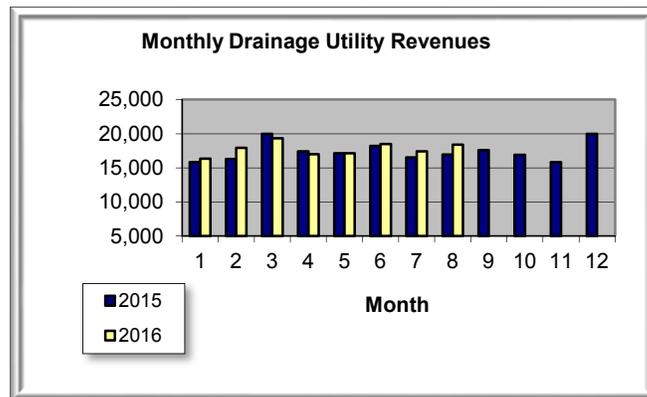


**City of Garden City**  
**Monthly Financial Report FY 2016**  
**For the Eight Months Ended**  
**August 31, 2016**

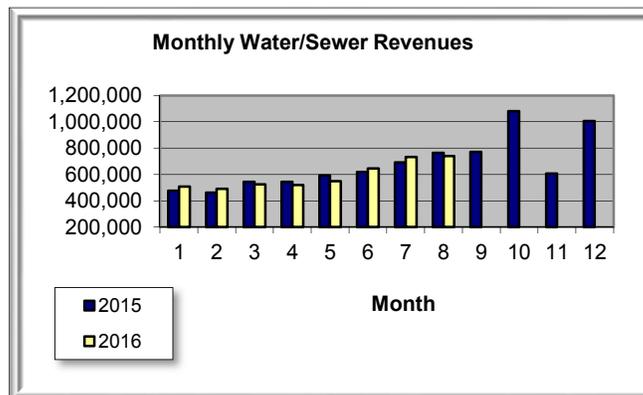
■ Solid Waste revenues – revised budget at \$3,631,460 for 2016 were \$2,537,570 through eight months or 69.88% of budget.



■ Drainage Utility revenues – revised budget at \$208,139 for 2016 were \$142,100 through eight months or 68.27%.



■ Water and Sewage revenues - revised budget at \$7,906,020 for 2016 were \$4,709,455 through eight months or 59.57% of budget.





CITY OF GARDEN CITY, KANSAS  
 Comparison of Cash Balances with Encumbrances and Composition of Cash  
 For the Eight Months Ended August 31, 2016

| Fund                              | Unencumbered<br>Cash Balance<br>1/1/2016 | Receipts<br>and<br>Transfers | Expenditures<br>and<br>Transfers | Unencumbered<br>Cash Balance<br>8/31/2016 | Add Payables<br>and<br>Encumbrances | Treasurer's<br>Cash<br>8/31/2016 |
|-----------------------------------|--|------------------------------|----------------------------------|---|-------------------------------------|----------------------------------|
| <u>Operating</u>                  |  |                              |                                  |   |                                     |                                  |
| 1 General                         | 5,544,638.09                             | 16,212,648.65                | 15,194,386.69                    | 6,562,900.05                              | 0.00                                | 6,562,900.05                     |
| <u>Debt Service Fund</u>          |  |                              |                                  |   |                                     |                                  |
| 40 Bond and Interest              | 568,195.17                               | 1,768,157.34                 | 275,387.50                       | 2,060,965.01                              | 0.00                                | 2,060,965.01                     |
| <u>Special Revenue Funds</u>      |  |                              |                                  |   |                                     |                                  |
| 4 TIF                             | 704,354.92                               | 1,428,444.35                 | 604,713.62                       | 1,528,085.65                              | 0.00                                | 1,528,085.65                     |
| 5 Capital Improvement             | 1,085,118.66                             | 325,936.44                   | 610,735.42                       | 800,319.68                                | 0.00                                | 800,319.68                       |
| 6 Community Development Loan      | 16,816.55                                | 1,254.24                     | 0.00                             | 18,070.79                                 | 0.00                                | 18,070.79                        |
| 7 Cemetery Endowment              | 34,782.01                                | 5,411.54                     | 14,000.00                        | 26,193.55                                 | 0.00                                | 26,193.55                        |
| 8 Community Trust                 | 1,495,344.12                             | 77,304.71                    | -126,757.70                      | 1,699,406.53                              | 0.00                                | 1,699,406.53                     |
| 10 DEA Forfeiture                 | 36,448.64                                | 13,433.84                    | 10,783.36                        | 39,099.12                                 | 0.00                                | 39,099.12                        |
| 11 Drug Enforcement               | 83,804.91                                | 14,683.05                    | 31,668.33                        | 66,819.63                                 | 0.00                                | 66,819.63                        |
| 15 Enhanced Wireless 911          | 384,213.80                               | 133,604.29                   | 63,126.66                        | 454,691.43                                | 0.00                                | 454,691.43                       |
| 18 Finnup Trust                   | 124,583.05                               | 80,000.00                    | 47,895.48                        | 156,687.57                                | 0.00                                | 156,687.57                       |
| 19 JAG Grant                      | 11,942.00                                | 0.00                         | 0.00                             | 11,942.00                                 | 0.00                                | 11,942.00                        |
| 25 Recreation                     | 0.00                                     | 923,851.36                   | 923,851.36                       | 0.00                                      | 0.00                                | 0.00                             |
| 26 Special Improvements           | 84,458.93                                | -24,004.14                   | 6,180.57                         | 54,274.22                                 | 0.00                                | 54,274.22                        |
| 27 Special Liability              | 85,220.06                                | 0.00                         | 17,255.33                        | 67,964.73                                 | 0.00                                | 67,964.73                        |
| 29 Special Alcohol Programs       | 77,017.98                                | 56,985.35                    | 45,575.00                        | 88,428.33                                 | 0.00                                | 88,428.33                        |
| 30 Special Recreation and Parks   | 76,750.99                                | 64,934.22                    | 64,571.34                        | 77,113.87                                 | 0.00                                | 77,113.87                        |
| 32 Special Trafficway             | 1,033,976.11                             | 540,353.37                   | 356,779.77                       | 1,217,549.71                              | 0.00                                | 1,217,549.71                     |
| 50 Community Development Grant    | 0.00                                     | 0.00                         | 0.00                             | 0.00                                      | 0.00                                | 0.00                             |
| 52 Economic Development           | 413,848.24                               | 23,413.23                    | 101,127.60                       | 336,133.87                                | 0.00                                | 336,133.87                       |
| 53 Project Development            | 641,116.42                               | 1,330.08                     | 279,565.89                       | 362,880.61                                | 0.00                                | 362,880.61                       |
| Total Special Revenue             | <u>6,389,797.39</u>                      | <u>3,666,935.93</u>          | <u>3,051,072.03</u>              | <u>7,005,661.29</u>                       | <u>0.00</u>                         | <u>7,005,661.29</u>              |
| <u>Capital Projects Funds</u>     |  |                              |                                  |   |                                     |                                  |
| 41 2013-GO Bond Projects          | 179,119.48                               | 0.00                         | 179,119.48                       | 0.00                                      | 0.00                                | 0.00                             |
| 42 2014-GO Bond Projects          | 1,086,094.10                             | 0.00                         | 648,932.90                       | 437,161.20                                | 0.00                                | 437,161.20                       |
| 43 2015-GO Bond Projects          | 494,734.00                               | 0.00                         | 0.00                             | 494,734.00                                | 0.00                                | 494,734.00                       |
| 44 2015-Temp Notes                | 18,267.16                                | 1,000,000.00                 | 755,763.69                       | 262,503.47                                | 0.00                                | 262,503.47                       |
| 45 2016-GO Bond Projects          | 0.00                                     | 0.00                         | 0.00                             | 0.00                                      | 0.00                                | 0.00                             |
| 48 Tiger Grant                    | 3,300,000.00                             | 11,803,842.82                | 14,927,904.57                    | 175,938.25                                | 0.00                                | 175,938.25                       |
| 49 2013-Temp Notes Schulman Cross | 352,434.91                               | 0.00                         | 57,843.63                        | 294,591.28                                | 0.00                                | 294,591.28                       |
| Total Capital Projects            | <u>5,430,649.65</u>                      | <u>12,803,842.82</u>         | <u>16,569,564.27</u>             | <u>1,664,928.20</u>                       | <u>0.00</u>                         | <u>1,664,928.20</u>              |
| <u>Enterprise Funds</u>           |  |                              |                                  |   |                                     |                                  |
| Electric Utility:                 |  |                              |                                  |   |                                     |                                  |
| 67 Capital Reserve                | 1,500,000.00                             | 437,500.00                   | 0.00                             | 1,937,500.00                              | 0.00                                | 1,937,500.00                     |
| 68 General                        | 7,653,808.21                             | 20,582,746.62                | 16,603,252.19                    | 11,633,302.64                             | 373,762.37                          | 12,007,065.01                    |
| 69 Security Deposits              | 503,559.73                               | 227,740.00                   | 51,250.28                        | 680,049.45                                | 0.00                                | 680,049.45                       |
| Total Electric Utility            | <u>9,657,367.94</u>                      | <u>21,247,986.62</u>         | <u>16,654,502.47</u>             | <u>14,250,852.09</u>                      | <u>373,762.37</u>                   | <u>14,624,614.46</u>             |
| Water and Sewer Utility:          |  |                              |                                  |   |                                     |                                  |
| 80 General                        | 2,807,779.52                             | 4,709,455.18                 | 5,619,629.78                     | 1,897,604.92                              | 0.00                                | 1,897,604.92                     |
| 81 Wastewater Repair and Replacem | 250,032.77                               | 87,201.87                    | 0.00                             | 337,234.64                                | 0.00                                | 337,234.64                       |
| 82 Water and Sewage Maintenance F | 448,871.10                               | 143,293.52                   | 0.00                             | 592,164.62                                | 0.00                                | 592,164.62                       |
| Total Water and Sewer Utility     | <u>3,506,683.39</u>                      | <u>4,939,950.57</u>          | <u>5,619,629.78</u>              | <u>2,827,004.18</u>                       | <u>0.00</u>                         | <u>2,827,004.18</u>              |
| Airport:                          |  |                              |                                  |   |                                     |                                  |
| 60 General                        | 1,159,222.06                             | 1,217,447.57                 | 561,821.94                       | 1,814,847.69                              | 0.00                                | 1,814,847.69                     |
| 61 Airport Improvement            | 37,594.19                                | 536,208.27                   | 558,253.96                       | 15,548.50                                 | 0.00                                | 15,548.50                        |
| Total Airport                     | <u>1,196,816.25</u>                      | <u>1,753,655.84</u>          | <u>1,120,075.90</u>              | <u>1,830,396.19</u>                       | <u>0.00</u>                         | <u>1,830,396.19</u>              |
| Solid Waste Utility:              |  |                              |                                  |   |                                     |                                  |
| 75 General                        | 1,665,289.95                             | 2,537,570.32                 | 2,017,638.67                     | 2,185,221.60                              | 180,885.00                          | 2,366,106.60                     |
| Recreation Area:                  |  |                              |                                  |   |                                     |                                  |
| 70 General Golf Course            | 2,848.99                                 | 846,102.43                   | 684,215.30                       | 164,736.12                                | 0.00                                | 164,736.12                       |
| 71 Golf Course Building           | 13,415.98                                | 1,716.75                     | 0.00                             | 15,132.73                                 | 0.00                                | 15,132.73                        |
| Total Recreation Area             | <u>16,264.97</u>                         | <u>847,819.18</u>            | <u>684,215.30</u>                | <u>179,868.85</u>                         | <u>0.00</u>                         | <u>179,868.85</u>                |
| Drainage Utility:                 |  |                              |                                  |   |                                     |                                  |
| 79 General                        | 445,610.85                               | 142,099.55                   | 108,475.56                       | 479,234.84                                | 0.00                                | 479,234.84                       |
| <u>Internal Service Funds</u>     |  |                              |                                  |   |                                     |                                  |
| 55 Health Insurance               | 560,884.79                               | 2,304,476.18                 | 2,677,077.82                     | 188,283.15                                | 0.00                                | 188,283.15                       |
| 56 Health Insurance Reserve       | 1,355,488.91                             | 0.00                         | 0.00                             | 1,355,488.91                              | 0.00                                | 1,355,488.91                     |
| 35 Workers Compensation           | 431,503.24                               | 399,220.00                   | 263,311.80                       | 567,411.44                                | 0.00                                | 567,411.44                       |
| 36 Workers Compensation Reserve   | 455,633.99                               | 173.63                       | 8,118.51                         | 447,689.11                                | 0.00                                | 447,689.11                       |
| Total Internal Service            | <u>2,803,510.93</u>                      | <u>2,703,869.81</u>          | <u>2,948,508.13</u>              | <u>2,558,872.61</u>                       | <u>0.00</u>                         | <u>2,558,872.61</u>              |
| Total All Funds                   | <u>37,224,824.58</u>                     | <u>68,624,536.63</u>         | <u>64,243,456.30</u>             | <u>41,605,904.91</u>                      | <u>554,647.37</u>                   | <u>42,160,552.28</u>             |



City of Garden City  
 Statement of Revenues and Expenditures-General Fund Revenues  
 From 8/1/2016 Through 8/31/2016

001 - GENERAL FUND

|         |                               | Curr Month<br>Collections | YTD Collections | Revised Budget | Uncollected Balance |
|---------|-------------------------------|---------------------------|-----------------|----------------|---------------------|
| Income  |                               |                           |                 |                |                     |
| 3022    | CONNECTING LINKS              | 0.00                      | 55,992.39       | 75,000.00      | (19,007.61)         |
| 3023    | CONSUMER USE TAX              | 0.00                      | 681,432.19      | 890,000.00     | (208,567.81)        |
| 3028    | LIQUOR CONSUMPTION TAX        | 65,370.98                 | 122,356.33      | 100,000.00     | 22,356.33           |
| 3035    | STATE REVENUE STAMP           | (125.00)                  | (200.00)        | 0.00           | (200.00)            |
| 3040    | AD VALOREM TAX                | 0.00                      | 3,338,563.68    | 3,390,000.00   | (51,436.32)         |
| 3041    | AD VALOREM BACK TAX           | 0.00                      | 63,098.26       | 130,000.00     | (66,901.74)         |
| 3044    | CITY SALES TAX                | 535,506.12                | 4,371,086.74    | 6,350,000.00   | (1,978,913.26)      |
| 3046    | COUNTY SALES TAX              | 303,151.79                | 2,527,550.32    | 3,700,000.00   | (1,172,449.68)      |
| 3055    | MOTOR VEHICLE TAX             | 0.00                      | 209,472.53      | 405,000.00     | (195,527.47)        |
| 3056    | RECREATIONAL VEHICLE TAX      | 0.00                      | 2,848.99        | 3,100.00       | (251.01)            |
| 3057    | HEAVY DUTY VEHICLE TAX        | 0.00                      | 2,137.86        | 1,700.00       | 437.86              |
| 3058    | COMMERCIAL VEHICLE TAX        | 0.00                      | 19,848.44       | 20,000.00      | (151.56)            |
| 3065    | CATV FRANCHISE                | 58,108.98                 | 174,526.79      | 232,000.00     | (57,473.21)         |
| 3066    | GAS UTILITY FRANCHISE         | 0.00                      | 341,605.11      | 460,000.00     | (118,394.89)        |
| 3067    | TELEPHONE FRANCHISE           | 4,785.35                  | 38,455.58       | 56,000.00      | (17,544.42)         |
| 3068    | TELECOM FRANCHISE             | 866.00                    | 1,515.15        | 2,500.00       | (984.85)            |
| 3115    | CEMETERY SPACES               | 7,495.00                  | 43,960.52       | 40,000.00      | 3,960.52            |
| 3150    | IDENTIFIED LONG/SHORT         | (356.68)                  | (3,174.46)      | 0.00           | (3,174.46)          |
| 3151    | UNIDENTIFIED LONG/SHORT       | 0.00                      | 60.00           | 0.00           | 60.00               |
| 3301.01 | ANIMAL BOARDING               | 1,174.10                  | 7,407.78        | 15,000.00      | (7,592.22)          |
| 3301.02 | CAR STORAGE & TOWING          | 1,788.00                  | 11,591.50       | 18,500.00      | (6,908.50)          |
| 3301.05 | FEES-FALSE ALARM              | (50.00)                   | 1,250.00        | 3,000.00       | (1,750.00)          |
| 3301.06 | FEES-ENGINEERING SERVICES     | 0.00                      | 5,800.00        | 20,000.00      | (14,200.00)         |
| 3301.07 | FEES-GATE RECEIPTS            | 3,090.00                  | 17,910.00       | 23,000.00      | (5,090.00)          |
| 3301.08 | FEES-GRAVE OPENINGS           | 6,600.00                  | 47,125.00       | 69,000.00      | (21,875.00)         |
| 3301.09 | FEES-MONUMENT SETTING         | 250.00                    | 1,875.00        | 2,500.00       | (625.00)            |
| 3301.10 | FEES-PLAT FILING              | 24.00                     | 1,090.00        | 2,000.00       | (910.00)            |
| 3301.11 | FEES-REZONING                 | 250.00                    | 2,225.00        | 3,000.00       | (775.00)            |
| 3301.12 | FEES-RURAL FIRE CONTRACTS     | 0.00                      | 0.00            | 195,000.00     | (195,000.00)        |
| 3301.13 | FEES-WAIVER FILING            | 765.00                    | 3,565.00        | 3,500.00       | 65.00               |
| 3301.16 | FINES-MUNICIPAL COURT         | 61,761.92                 | 571,557.62      | 900,000.00     | (328,442.38)        |
| 3301.17 | FEES-STATE JUDGE              | 182.36                    | 1,453.51        | 1,250.00       | 203.51              |
| 3301.18 | FEES-STATE LAW ENFORCEMENT    | 3,471.52                  | 29,955.18       | 48,000.00      | (18,044.82)         |
| 3301.19 | FEES-REINSTATEMENT            | 199.00                    | 2,691.00        | 5,000.00       | (2,309.00)          |
| 3301.20 | FEES-RESTITUTION              | 238.43                    | 9,673.47        | 1,000.00       | 8,673.47            |
| 3301.21 | LEGAL COPIES                  | 322.50                    | 2,539.50        | 3,000.00       | (460.50)            |
| 3301.23 | FEES-CRIME STOPPER INFRACTION | 1,399.53                  | 9,583.87        | 18,000.00      | (8,416.13)          |
| 3301.24 | FEES-CRIME STOPPER MAJOR      | (524.00)                  | 485.00          | 500.00         | (15.00)             |
| 3301.25 | FEES-FAMILY CRISIS            | (1,050.00)                | 50.00           | 0.00           | 50.00               |
| 3350.01 | LICENSE-AMUSEMENT             | 0.00                      | 200.00          | 0.00           | 200.00              |
| 3350.02 | LICENSE-ARBORIST              | 0.00                      | 0.00            | 1,000.00       | (1,000.00)          |
| 3350.03 | LICENSE-CEREAL MALT BEVERAGE  | 0.00                      | 125.00          | 3,750.00       | (3,625.00)          |
| 3350.04 | LICENSE-CONTRACTOR            | 0.00                      | 7,700.00        | 35,000.00      | (27,300.00)         |
| 3350.05 | ZONING COMPLIANCE             | 225.00                    | 1,225.00        | 0.00           | 1,225.00            |
| 3350.06 | LICENSE-ELECTRICIAN           | 0.00                      | 2,620.00        | 7,500.00       | (4,880.00)          |
| 3350.08 | LICENSE-ITINERANT MERCHANT    | 900.00                    | 4,940.00        | 8,000.00       | (3,060.00)          |
| 3350.09 | LICENSE-LIQUOR                | 500.00                    | 5,050.00        | 4,750.00       | 300.00              |
| 3350.10 | LICENSE-MECHANICAL            | 0.00                      | 2,640.00        | 6,500.00       | (3,860.00)          |



City of Garden City  
Statement of Revenues and Expenditures-General Fund Revenues  
From 8/1/2016 Through 8/31/2016

|         |                                |                     |                      |                      |                       |
|---------|--------------------------------|---------------------|----------------------|----------------------|-----------------------|
| 3350.12 | LICENSE-PAWN SHOP              | 0.00                | 75.00                | 75.00                | 0.00                  |
| 3350.13 | LICENSE-PLUMBER                | 0.00                | 2,160.00             | 4,000.00             | (1,840.00)            |
| 3350.15 | LICENSE-TAXI                   | 30.00               | 75.00                | 100.00               | (25.00)               |
| 3350.16 | TAGS-DOG & CAT                 | 127.41              | 1,352.10             | 2,500.00             | (1,147.90)            |
| 3400.01 | PERMITS-BUILDING               | 20,638.90           | 302,210.15           | 290,000.00           | 12,210.15             |
| 3400.02 | PERMITS-CURB CUT               | 30.00               | 30.00                | 1,000.00             | (970.00)              |
| 3400.03 | PERMITS-ELECTRIC               | 510.00              | 3,188.50             | 6,000.00             | (2,811.50)            |
| 3400.04 | PERMITS-EXCAVATION             | 0.00                | 892.00               | 2,500.00             | (1,608.00)            |
| 3400.05 | PERMITS-GAS                    | 242.00              | 1,834.00             | 4,000.00             | (2,166.00)            |
| 3400.06 | PERMITS-HOUSE MOVING           | 0.00                | 20.00                | 200.00               | (180.00)              |
| 3400.08 | PERMITS-MECHANICAL             | 1,192.00            | 11,065.25            | 16,000.00            | (4,934.75)            |
| 3400.09 | PERMITS-PLUMBING               | 923.00              | 9,154.00             | 15,000.00            | (5,846.00)            |
| 3400.11 | PERMITS-TV & SIGN              | 560.00              | 3,928.00             | 8,000.00             | (4,072.00)            |
| 3435    | INTEREST INCOME                | 2,490.00            | 22,919.16            | 37,500.00            | (14,580.84)           |
| 3437    | FINANCE CHARGE INCOME          | 267.61              | 309.26               | 12,500.00            | (12,190.74)           |
| 3440.02 | RENTAL-CITY FACILITIES         | 10,505.31           | 18,713.20            | 40,000.00            | (21,286.80)           |
| 3440.03 | RENTAL-DEPOT                   | 100.00              | 800.00               | 1,200.00             | (400.00)              |
| 3447    | ROYALTIES-GAS WELLS            | 752.65              | 5,552.50             | 18,000.00            | (12,447.50)           |
| 3450    | SALE OF PROPERTY-AUCTION       | 0.00                | 0.00                 | 9,000.00             | (9,000.00)            |
| 3454    | SALE OF PROPERTY-LAND          | 0.00                | 300.00               | 0.00                 | 300.00                |
| 3456    | SALE OF PROPERTY-POLICE CARS   | 0.00                | 0.00                 | 8,000.00             | (8,000.00)            |
| 3464    | REPAYMENT-TEKVET TECHNOLOGIES  | 1,131.86            | 1,131.86             | 0.00                 | 1,131.86              |
| 3470.01 | REIMBURSE-ADMINISTRATIVE COSTS | 0.00                | 0.00                 | 1,201.00             | (1,201.00)            |
| 3470.04 | REIMBURSE-POLICE SERVICES      | 0.00                | 130,139.95           | 250,000.00           | (119,860.05)          |
| 3470.07 | UTILITY FUNDS REIMBURSEMENT    | 340,525.00          | 2,724,200.00         | 4,470,850.00         | (1,746,650.00)        |
| 3470.08 | REIMBURSE-COUNTY               | 0.00                | 185,000.00           | 185,000.00           | 0.00                  |
| 3470.09 | REIMBURSE-HOLCOMB              | 0.00                | 42,000.00            | 42,000.00            | 0.00                  |
| 3470.11 | REIMBURSE-ANIMAL SHELTER       | 0.00                | 0.00                 | 55,750.00            | (55,750.00)           |
| 3515    | FUEL TAX REFUND                | 0.00                | 1,250.77             | 3,000.00             | (1,749.23)            |
| 3600.01 | MISCELLANEOUS-ADMINISTRATION   | 0.00                | 49.31                | 500.00               | (450.69)              |
| 3600.02 | MISCELLANEOUS-CEMETERY         | 100.00              | 595.00               | 1,000.00             | (405.00)              |
| 3600.07 | MISCELLANEOUS-POLICE           | 175.00              | 238.79               | 0.00                 | 238.79                |
| 4010.01 | TRANSFER-HEALTH INSURANCE RESV | 0.00                | 0.00                 | 330,000.00           | (330,000.00)          |
|         | Total Income                   | <u>1,436,620.64</u> | <u>16,212,648.65</u> | <u>23,067,926.00</u> | <u>(6,855,277.35)</u> |



City of Garden City  
Statement of Revenues and Expenditures-General Fund Expenses  
From 8/1/2016 Through 8/31/2016

*001 - GENERAL FUND*

|          |                            | Curr Month          |                      |                      |                     |
|----------|----------------------------|---------------------|----------------------|----------------------|---------------------|
|          |                            | Expenses            | YTD Expenses         | Revised Budget       | Budget Remaining    |
| Expenses |                            |                     |                      |                      |                     |
| 111      | CITY COMMISSION            | 3,480.64            | 52,896.51            | 118,850.00           | 65,953.49           |
| 112      | CITY MANAGER               | 44,383.65           | 447,313.48           | 672,890.00           | 225,576.52          |
| 113      | SERVICE AND FINANCE        | 59,437.75           | 531,191.85           | 834,800.00           | 303,608.15          |
| 114      | LEGAL SERVICES             | 14,739.24           | 115,152.87           | 182,050.00           | 66,897.13           |
| 115      | MUNICIPAL COURT            | 41,768.32           | 313,676.64           | 555,200.00           | 241,523.36          |
| 116      | HUMAN RESOURCES            | 19,127.86           | 116,393.09           | 169,150.00           | 52,756.91           |
| 117      | INFORMATION TECH           | 67,317.42           | 482,062.27           | 636,245.00           | 154,182.73          |
| 118      | CITY PROSECUTION           | <u>14,226.53</u>    | <u>152,513.04</u>    | <u>211,800.00</u>    | <u>59,286.96</u>    |
|          | Total Administration       | 264,481.41          | 2,211,199.75         | 3,380,985.00         | 1,169,785.25        |
| 121      | POLICE-ADMINISTRATIVE      | 55,368.62           | 1,342,787.79         | 1,947,510.00         | 604,722.21          |
| 122      | POLICE-INVESTIGATIONS      | 81,645.96           | 671,063.98           | 1,066,030.00         | 394,966.02          |
| 123      | POLICE-PATROL              | 294,715.53          | 2,583,246.62         | 3,928,360.00         | 1,345,113.38        |
| 124      | POLICE-SUPPORT SERVICES    | 81,305.65           | 754,832.17           | 1,308,219.00         | 553,386.83          |
| 125      | POLICE-ANIMAL CONTROL      | <u>19,482.53</u>    | <u>179,788.66</u>    | <u>256,600.00</u>    | <u>76,811.34</u>    |
|          | Total Police               | 532,518.29          | 5,531,719.22         | 8,506,719.00         | 2,974,999.78        |
| 131      | PUBLIC WORKS-PLANNING,COMM | 94,064.95           | 805,948.48           | 1,402,500.00         | 596,551.52          |
| 133      | PUBLIC WORKS-STREET MAINT  | 66,401.66           | 1,104,828.13         | 1,503,450.00         | 398,621.87          |
| 135      | PUBLIC WORKS-PARKS         | <u>12,549.37</u>    | <u>657,405.06</u>    | <u>988,750.00</u>    | <u>331,344.94</u>   |
|          | Total Public Works         | 173,015.98          | 2,568,181.67         | 3,894,700.00         | 1,326,518.33        |
| 141      | ZOO-ADMINISTRATIVE         | 33,165.06           | 292,161.98           | 440,000.00           | 147,838.02          |
| 142      | ZOO-MAINTENANCE DIVISION   | 28,917.77           | 209,469.57           | 367,750.00           | 158,280.43          |
| 144      | ZOO-ANIMAL DIVISION        | <u>84,431.26</u>    | <u>700,847.35</u>    | <u>1,170,900.00</u>  | <u>470,052.65</u>   |
|          | Total Zoo                  | 146,514.09          | 1,202,478.90         | 1,978,650.00         | 776,171.10          |
| 151      | FIRE-ADMINISTRATIVE        | 17,285.79           | 175,277.32           | 279,900.00           | 104,622.68          |
| 152      | FIRE-OPERATIONS            | 194,145.82          | 1,911,266.66         | 2,846,300.00         | 935,033.34          |
| 153      | FIRE-VOLUNTEERS            | 176.92              | 3,535.17             | 21,900.00            | 18,364.83           |
| 154      | FIRE-ARFF STATION          | <u>760.30</u>       | <u>4,977.63</u>      | <u>95,900.00</u>     | <u>90,922.37</u>    |
|          | Total Fire                 | 212,368.83          | 2,095,056.78         | 3,244,000.00         | 1,148,943.22        |
| 161      | CEMETERY-OPERATIONS        | 22,634.86           | 279,952.16           | 607,600.00           | 327,647.84          |
| 171      | CAPITAL IMPROVEMENT        | 50,136.97           | 980,798.21           | 2,088,000.00         | 1,107,201.79        |
| 181      | EMPLOYEE BENEFITS          | 0.00                | <u>325,000.00</u>    | <u>330,000.00</u>    | <u>5,000.00</u>     |
|          | Total Expenses             | <u>1,401,670.43</u> | <u>15,194,386.69</u> | <u>24,030,654.00</u> | <u>8,836,267.31</u> |



City of Garden City  
 Statement of Revenues and Expenditures-Utility Fund Revenues  
 From 8/1/2016 Through 8/31/2016

|         |                             | Curr Month<br>Collections | YTD Collections | Revised Budget | Uncollected<br>Balance |
|---------|-----------------------------|---------------------------|-----------------|----------------|------------------------|
| Income  |                             |                           |                 |                |                        |
| 068     | ELECTRIC                    |                           |                 |                |                        |
| 3101    | COLLECTIONS-ELECTRIC        | 3,394,642.68              | 19,579,156.27   | 31,623,717.00  | (12,044,560.73)        |
| 3110.01 | COLLECTIONS-COIN BOX        | 0.00                      | 413.40          | 250.00         | 163.40                 |
| 3118    | CONNECT FEES                | 7,590.00                  | 50,764.00       | 98,000.00      | (47,236.00)            |
| 3150    | IDENTIFIED LONG/SHORT       | 0.00                      | (6,616.50)      | 0.00           | (6,616.50)             |
| 3151    | UNIDENTIFIED LONG/SHORT     | 31.07                     | (310.59)        | 0.00           | (310.59)               |
| 3154    | INSUFFICIENT FUNDS CHECKS   | (2,773.03)                | (7,981.23)      | 0.00           | (7,981.23)             |
| 3155    | RETURNED CHECK CHARGE       | 550.00                    | 3,125.00        | 5,000.00       | (1,875.00)             |
| 3185    | PENALTIES                   | 29,375.72                 | 93,409.79       | 85,000.00      | 8,409.79               |
| 3201    | REIMBURSE-DEVELOPER         | 0.00                      | 11,632.00       | 55,000.00      | (43,368.00)            |
| 3435    | INTEREST INCOME             | 20.49                     | 145.52          | 2,000.00       | (1,854.48)             |
| 3492    | SALES TAX                   | 130,629.24                | 737,944.17      | 1,136,225.00   | (398,280.83)           |
| 3600    | MISCELLANEOUS               | 163.63                    | 58,564.79       | 5,000.00       | 53,564.79              |
| 4010.05 | TRANSFER-ELECTRIC UTILITY   | 0.00                      | 62,500.00       | 0.00           | 62,500.00              |
|         | Total Electric              | 3,560,229.80              | 20,582,746.62   | 33,010,192.00  | (12,427,445.38)        |
| 075     | SOLID WASTE-GENERAL         |                           |                 |                |                        |
| 3111    | COLLECTIONS-SOLID WASTE     | 316,716.03                | 2,410,572.50    | 3,500,000.00   | (1,089,427.50)         |
| 3185    | PENALTIES                   | 0.00                      | 88,410.52       | 80,000.00      | 8,410.52               |
| 3195    | RECYCLING SALES             | 6,047.18                  | 34,669.13       | 50,000.00      | (15,330.87)            |
| 3435    | INTEREST INCOME             | 98.63                     | 598.36          | 1,460.00       | (861.64)               |
| 3515    | FUEL TAX REFUND             | 0.00                      | 1,719.81        | 0.00           | 1,719.81               |
| 3600    | MISCELLANEOUS               | 0.00                      | 1,600.00        | 0.00           | 1,600.00               |
|         | Total Solid Waste           | 322,861.84                | 2,537,570.32    | 3,631,460.00   | (1,093,889.68)         |
| 079     | DRAINAGE UTILITY            |                           |                 |                |                        |
| 3104.01 | DRAINAGE FEE                | 18,414.01                 | 141,848.87      | 208,000.00     | (66,151.13)            |
| 3435    | INTEREST INCOME             | 0.00                      | 250.68          | 139.00         | 111.68                 |
|         | Total Drainage Utility      | 18,414.01                 | 142,099.55      | 208,139.00     | (66,039.45)            |
| 080     | WATER AND SEWAGE            |                           |                 |                |                        |
| 3102.01 | COLLECTIONS-SEWER           | 221,564.82                | 1,665,306.59    | 2,525,770.00   | (860,463.41)           |
| 3103    | COLLECTIONS-WATER           | 493,377.83                | 2,729,390.77    | 4,300,000.00   | (1,570,609.23)         |
| 3118    | CONNECT FEES                | 1,470.00                  | 10,915.00       | 18,000.00      | (7,085.00)             |
| 3120    | COUNTY SEWER FEES           | 0.00                      | 69,303.52       | 112,000.00     | (42,696.48)            |
| 3130    | FIRE LEG FEES               | 0.00                      | 19,745.00       | 15,500.00      | 4,245.00               |
| 3185    | PENALTIES                   | 0.00                      | 8,587.74        | 110,000.00     | (101,412.26)           |
| 3201    | REIMBURSE-DEVELOPER         | 0.00                      | 2,094.98        | 30,000.00      | (27,905.02)            |
| 3225    | SALE OF MATERIAL            | 0.00                      | 1,530.60        | 15,000.00      | (13,469.40)            |
| 3228    | SEWER MAINTENANCE FEES      | 446.00                    | 2,748.00        | 4,500.00       | (1,752.00)             |
| 3229    | SEWER TANK FEES             | 11,428.64                 | 110,311.72      | 135,000.00     | (24,688.28)            |
| 3257    | WATER TANK SALES            | 2,529.50                  | 16,229.61       | 55,000.00      | (38,770.39)            |
| 3260    | WATER TAP FEES              | 1,339.65                  | 30,872.48       | 65,000.00      | (34,127.52)            |
| 3494    | TAX-WATER CONSUMPTION       | 6,732.12                  | 33,354.90       | 55,000.00      | (21,645.10)            |
| 3515    | FUEL TAX REFUND             | 0.00                      | 0.00            | 250.00         | (250.00)               |
| 3600    | MISCELLANEOUS               | 0.00                      | 9,064.27        | 15,000.00      | (5,935.73)             |
| 4010.20 | TRANSFER-WTR SYS MAINT RESV | 0.00                      | 0.00            | 250,000.00     | (250,000.00)           |
| 4010.21 | TRANSFER-WASTEWTR R&R RESV  | 0.00                      | 0.00            | 200,000.00     | (200,000.00)           |
|         | Total Water and Sewer       | 738,888.56                | 4,709,455.18    | 7,906,020.00   | (3,196,564.82)         |
|         | Total Income                | 4,640,394.21              | 27,971,871.67   | 44,755,811.00  | (16,783,939.33)        |



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Allen Shelton, Fire Chief  
**DATE:** September 20, 2016  
**RE:** Fire Department Activity Report August 2016

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**ISSUE:**

Presentation of the August 2016 Fire Department Activity Reports.

**BACKGROUND:**

Attached is the Fire Department Incident and Inspections report for the month of August 2016.

**ALTERNATIVES:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

None

**ATTACHMENTS:**

| Description                   | Upload Date | Type            |
|-------------------------------|-------------|-----------------|
| Incident Report August 2016   | 9/14/2016   | Backup Material |
| Inspection Report August 2016 | 9/14/2016   | Backup Material |

# Garden City Fire Department

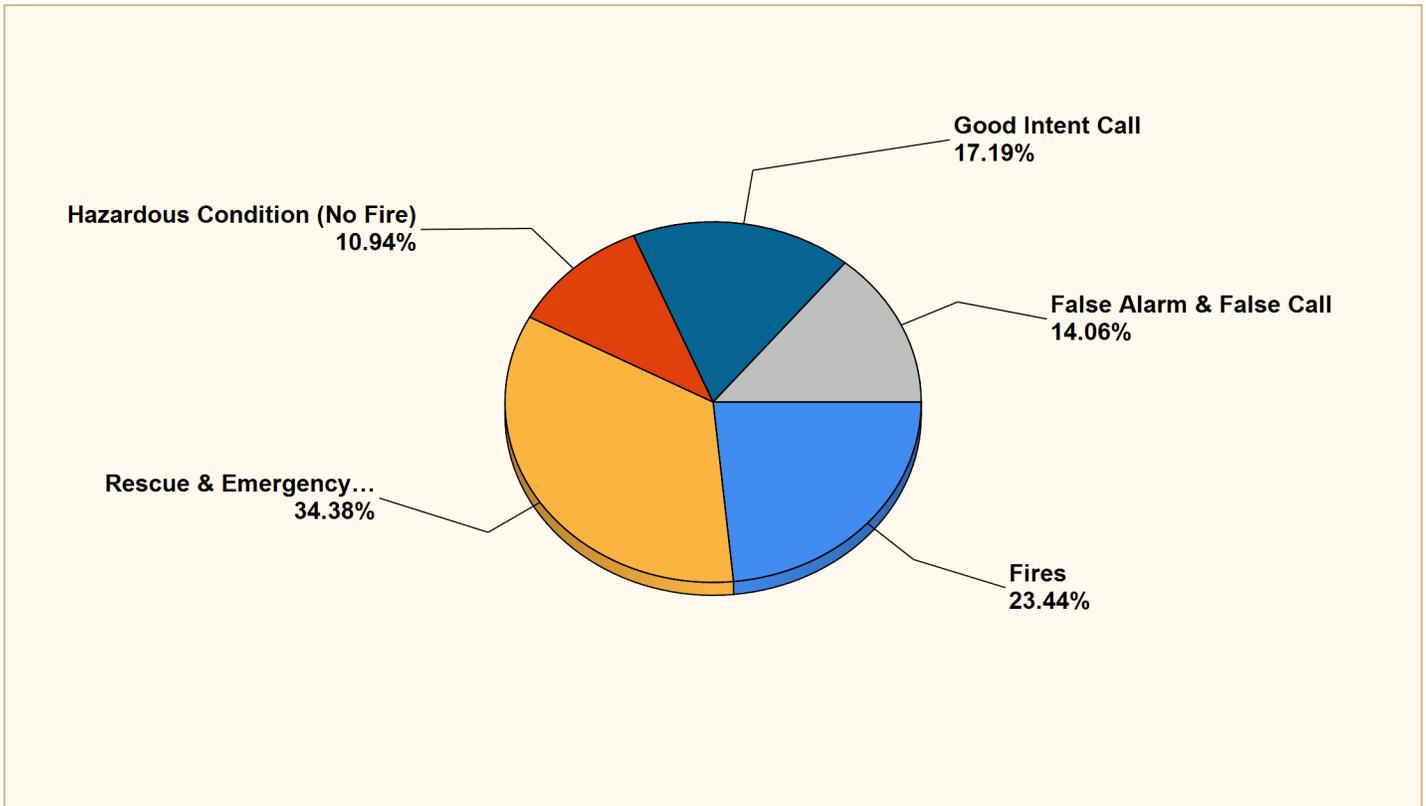
Garden City, KS

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 08/01/2016 | End Date: 08/31/2016



| MAJOR INCIDENT TYPE                | # INCIDENTS | % of TOTAL     |
|------------------------------------|-------------|----------------|
| Fires                              | 15          | 23.44%         |
| Rescue & Emergency Medical Service | 22          | 34.38%         |
| Hazardous Condition (No Fire)      | 7           | 10.94%         |
| Good Intent Call                   | 11          | 17.19%         |
| False Alarm & False Call           | 9           | 14.06%         |
| <b>TOTAL</b>                       | <b>64</b>   | <b>100.00%</b> |

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

### Detailed Breakdown by Incident Type

| INCIDENT TYPE  | # INCIDENTS | % of TOTAL     |
|--|-------------|----------------|
| 100 - Fire, other                                      | 1           | 1.56%          |
| 111 - Building fire                                    | 1           | 1.56%          |
| 118 - Trash or rubbish fire, contained                 | 2           | 3.13%          |
| 131 - Passenger vehicle fire                           | 3           | 4.69%          |
| 132 - Road freight or transport vehicle fire           | 1           | 1.56%          |
| 140 - Natural vegetation fire, other                   | 1           | 1.56%          |
| 143 - Grass fire                                       | 1           | 1.56%          |
| 151 - Outside rubbish, trash or waste fire             | 1           | 1.56%          |
| 154 - Dumpster or other outside trash receptacle fire  | 2           | 3.13%          |
| 170 - Cultivated vegetation, crop fire, other          | 1           | 1.56%          |
| 171 - Cultivated grain or crop fire                    | 1           | 1.56%          |
| 311 - Medical assist, assist EMS crew                  | 1           | 1.56%          |
| 322 - Motor vehicle accident with injuries             | 9           | 14.06%         |
| 323 - Motor vehicle/pedestrian accident (MV Ped)       | 3           | 4.69%          |
| 324 - Motor vehicle accident with no injuries.         | 8           | 12.50%         |
| 352 - Extrication of victim(s) from vehicle            | 1           | 1.56%          |
| 412 - Gas leak (natural gas or LPG)                    | 2           | 3.13%          |
| 413 - Oil or other combustible liquid spill            | 2           | 3.13%          |
| 444 - Power line down                                  | 1           | 1.56%          |
| 463 - Vehicle accident, general cleanup                | 2           | 3.13%          |
| 600 - Good intent call, other                          | 4           | 6.25%          |
| 611 - Dispatched & cancelled en route                  | 3           | 4.69%          |
| 622 - No incident found on arrival at dispatch address | 1           | 1.56%          |
| 631 - Authorized controlled burning                    | 1           | 1.56%          |
| 651 - Smoke scare, odor of smoke                       | 1           | 1.56%          |
| 671 - HazMat release investigation w/no HazMat         | 1           | 1.56%          |
| 700 - False alarm or false call, other                 | 6           | 9.38%          |
| 730 - System malfunction, other                        | 1           | 1.56%          |
| 733 - Smoke detector activation due to malfunction     | 1           | 1.56%          |
| 745 - Alarm system activation, no fire - unintentional | 1           | 1.56%          |
| <b>TOTAL INCIDENTS:</b>                                | <b>64</b>   | <b>100.00%</b> |

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

# Garden City Fire Department

Garden City, KS

This report was generated on 9/14/2016 2:35:48 PM



StartDate: 08/01/2016 | EndDate: 08/31/2016

| OCCUPANCY   | COUNT |
|---|-------|
| <b>INSPECTION TYPE: Alarm System Test</b>                 |       |
| Bank  | 1     |
| Mercantile  | 1     |
| <b>INSPECTION TYPE: Company</b>                           |       |
| Bank  | 2     |
| Beauty/Barber Shop  | 2     |
| Business Office   | 5     |
| Mercantile  | 4     |
| Motel/Hotel   | 1     |
| <b>INSPECTION TYPE: Construction</b>                      |       |
| Bank  | 1     |
| Mercantile  | 3     |
| Other   | 1     |
| <b>INSPECTION TYPE: Daycare Centers</b>                   |       |
| Preschool   | 1     |
| <b>INSPECTION TYPE: Fire Protection System Inspection</b> |       |
| Other   | 1     |
| <b>INSPECTION TYPE: Zoning Compliance</b>                 |       |
| Assembly  | 1     |
| Auto Sales and Maintenance                                | 1     |
| Bar/Nightclub   | 2     |
| Beauty/Barber Shop  | 3     |
| Business Office   | 2     |
| Mercantile  | 2     |
| Restaurant  | 2     |

Locked inspections only.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Michael D. Utz, Chief of Police  
**DATE:** September 20, 2016  
**RE:** August 2016 Police Department Monthly Report.

---

**ISSUE:**

Presentation of the August 2016 activity reports from the Garden City Police Department.

**BACKGROUND:**

Attached are the Garden City Police Department Staff reports for August 2016.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

| Description                            | Upload Date | Type            |
|--|-------------|-----------------|
| Master Activity Report August 2016     | 9/14/2016   | Backup Material |
| Chart Comparison of Crimes August 2016 | 9/14/2016   | Backup Material |

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

| <i><b>OFFENSES</b></i> | <i><b>THIS MONTH</b></i> | <i><b>LAST MONTH</b></i> | <i><b>TO DATE THIS YEAR</b></i> |
|------------------------|--------------------------|--------------------------|---------------------------------|
| Murder/Manslaughter    | 0                        | 0                        | 0                               |
| Rape                   | 2                        | 0                        | 12                              |
| Robbery                | 0                        | 0                        | 6                               |
| Aggravated Assault     | 5                        | 5                        | 52                              |
| Burglary               | 3                        | 7                        | 52                              |
| Theft                  | 69                       | 68                       | 489                             |
| Auto Theft             | 2                        | 0                        | 13                              |
| Arson                  | 0                        | 0                        | 4                               |
| <b>TOTAL</b>           | 81                       | 80                       | 628                             |
| All Other Crimes       | 141                      | 110                      | 1090                            |
| <b>GRAND TOTAL</b>     | 222                      | 190                      | 1718                            |

**CRIMINAL ENFORCEMENT ACTIVITIES**

| <i><b>DESCRIPTION</b></i> | <i><b>THIS MONTH</b></i> | <i><b>LAST MONTH</b></i> | <i><b>TO DATE THIS YEAR</b></i> |
|---------------------------|--------------------------|--------------------------|---------------------------------|
| Adult Arrests             | 192                      | 171                      | 1328                            |
| Juveniles Detained        | 17                       | 31                       | 189                             |
| <b>TOTAL CUSTODY</b>      | 209                      | 202                      | 1517                            |
| Alcohol Related           | 6                        | 14                       | 102                             |
| Drug Related              | 38                       | 39                       | 274                             |
| Curfew Violations         | 2                        | 3                        | 28                              |

**INVESTIGATIONS DIVISION ACTIVITIES**

| <i><b>DESCRIPTION</b></i>      | <i><b>THIS MONTH</b></i> | <i><b>LAST MONTH</b></i> | <i><b>TO DATE THIS YEAR</b></i> |
|--------------------------------|--------------------------|--------------------------|---------------------------------|
| Total Cases Assigned           | 47                       | 40                       | 333                             |
| Total Active Cases             | 219                      | 210                      | 1491                            |
| Adult Affidavits Filed         | 6                        | 10                       | 71                              |
| Juvenile Affidavits Filed      | 2                        | 2                        | 11                              |
| Follow-Up Contacts             | 622                      | 506                      | 4847                            |
| Special Assignments            | 50                       | 53                       | 410                             |
| Search Warrants                | 25                       | 20                       | 86                              |
| Supplemental Reports           | 70                       | 61                       | 959                             |
| Other Reports                  | 261                      | 166                      | 1517                            |
| Cases Referred For Prosecution | 52                       | 49                       | 279                             |

**TRAFFIC ACCIDENT INVESTIGATIONS**

| <i><b>DESCRIPTION</b></i>  | <i><b>THIS MONTH</b></i> | <i><b>LAST MONTH</b></i> | <i><b>TO DATE THIS YEAR</b></i> |
|----------------------------|--------------------------|--------------------------|---------------------------------|
| Fatal Accidents            | 0                        | 0                        | 0                               |
| Injury Accidents           | 5                        | 4                        | 46                              |
| Non-Injury Accidents       | 56                       | 57                       | 457                             |
| <b>TOTAL ACCIDENTS</b>     | 61                       | 61                       | 503                             |
| Private Property Accidents | 21                       | 12                       | 64                              |

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

**OFFICERS ASSAULTED**

| <i>DESCRIPTION</i>      | <i>THIS MONTH</i> | <i>LAST MONTH</i> | <i>TO DATE THIS YEAR</i> |
|-------------------------|-------------------|-------------------|--------------------------|
| Firearm                 | 0                 | 0                 | 2                        |
| Cutting Instrument      | 0                 | 0                 | 0                        |
| Other Dangerous Weapon  | 0                 | 0                 | 0                        |
| Hands, Fist, Feet, Etc. | 4                 | 1                 | 18                       |
| Police Service Dog      | 0                 | 0                 | 0                        |
| <b>TOTAL ASSAULTS</b>   | 4                 | 1                 | 20                       |

**PATROL/CRD DIVISIONS SUMMARY**

| <i>DESCRIPTION</i>          | <i>THIS MONTH</i> | <i>LAST MONTH</i> | <i>TO DATE THIS YEAR</i> |
|-----------------------------|-------------------|-------------------|--------------------------|
| Offense Reports             | 249               | 216               | 2010                     |
| Supplemental Reports        | 186               | 189               | 1367                     |
| Other Reports               | 0                 | 0                 | 305                      |
| Community Oriented Policing | 166               | 154               | 1439                     |
| Speeding Citations          | 46                | 43                | 337                      |
| Other Traffic Citations     | 202               | 164               | 1784                     |
| Parking Citations           | 9                 | 11                | 69                       |
| Warning Notices             | 83                | 73                | 1656                     |
| Penal Summons               | 43                | 46                | 317                      |
| Felony Cases Cleared        | 75                | 32                | 303                      |
| Misdemeanor Cases Cleared   | 126               | 190               | 1000                     |
| DUI Cases Cleared           | 2                 | 8                 | 54                       |
| Insecure Premises           | 7                 | 5                 | 51                       |
| Field Interviews            | 6                 | 9                 | 78                       |
| Citizen & Business Assists  | 221               | 200               | 1443                     |
| Alarms                      | 75                | 72                | 597                      |
| Adult Affidavits Filed      | 23                | 28                | 260                      |
| Juvenile Affidavits Filed   | 15                | 11                | 101                      |

**COMMUNICATIONS CENTER ACTIVITIES**

| <i>DESCRIPTION</i>                        | <i>THIS MONTH</i> | <i>LAST MONTH</i> | <i>TO DATE THIS YEAR</i> |
|---|-------------------|-------------------|--------------------------|
| Non-Traffic Activities                    | 2308              | 2285              | 17317                    |
| Traffic Activities                        | 661               | 593               | 4921                     |
| <b>TOTAL ACTIVITIES</b>                   | 2969              | 2878              | 22238                    |
| 911 Calls                                 | 1556              | 1836              | 11813                    |
| Finney County Sheriff's Office Activities | 506               | 548               | 3723                     |

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

**RESPONSE TIME SUMMARY**

| <i>DESCRIPTION</i>       | <i>THIS MONTH</i> | <i>LAST YEAR</i> | <i>5 YEARS AGO</i> |
|--------------------------|-------------------|------------------|--------------------|
| Average Emergency        | 6.82              | 4.98             | 3.07               |
| Average Non-Emergency    | 11.33             | 10.13            | 11.19              |
| Average Traffic Accident | 9.6               | 7.92             | 12.37              |

**ANIMAL INCIDENT ACTIVITIES**

| <i>DESCRIPTION</i> | <i>THIS MONTH</i> | <i>LAST MONTH</i> | <i>TO DATE THIS YEAR</i> |
|--------------------|-------------------|-------------------|--------------------------|
| Animals Impounded  | 157               | 137               | 962                      |
| Animals Disposed   | 58                | 46                | 313                      |
| Citations Issued   | 0                 | 0                 | 1                        |
| Animal Bites       | 6                 | 4                 | 34                       |
| Adoptions          | 22                | 13                | 123                      |

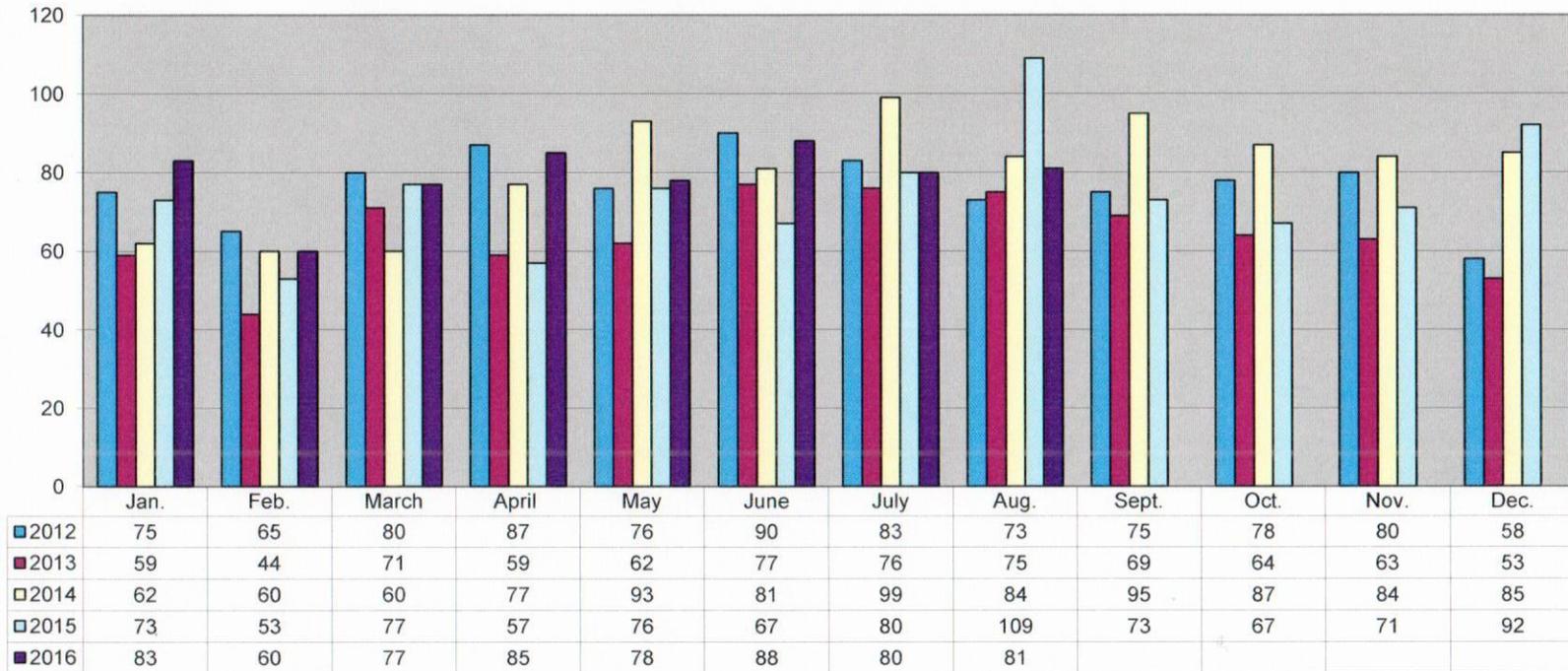
**TRAINING HOURS RECEIVED**

| <i>DESCRIPTION</i>            | <i>THIS MONTH</i> | <i>LAST MONTH</i> | <i>TO DATE THIS YEAR</i> |
|-------------------------------|-------------------|-------------------|--------------------------|
| Administrative                | 57.00             | 20.00             | 260.75                   |
| Patrol/CRD Division           | 296.00            | 302.00            | 2892.25                  |
| Support Services Division     | 6.00              | 8.00              | 212.15                   |
| Investigation Division        | 80.00             | 216.00            | 551.00                   |
| Instructor Hours              | 32.00             | 32.00             | 237.50                   |
| <b>SUB-TOTAL TRAINING HRS</b> | <b>471.00</b>     | <b>578.00</b>     | <b>4153.65</b>           |
| Academy Training Hours        | 184.00            | 672.00            | 2808.00                  |
| <b>TOTAL TRAINING HOURS</b>   | <b>655.00</b>     | <b>1250.00</b>    | <b>6961.65</b>           |

**ADMINISTRATIVE INVESTIGATIONS**

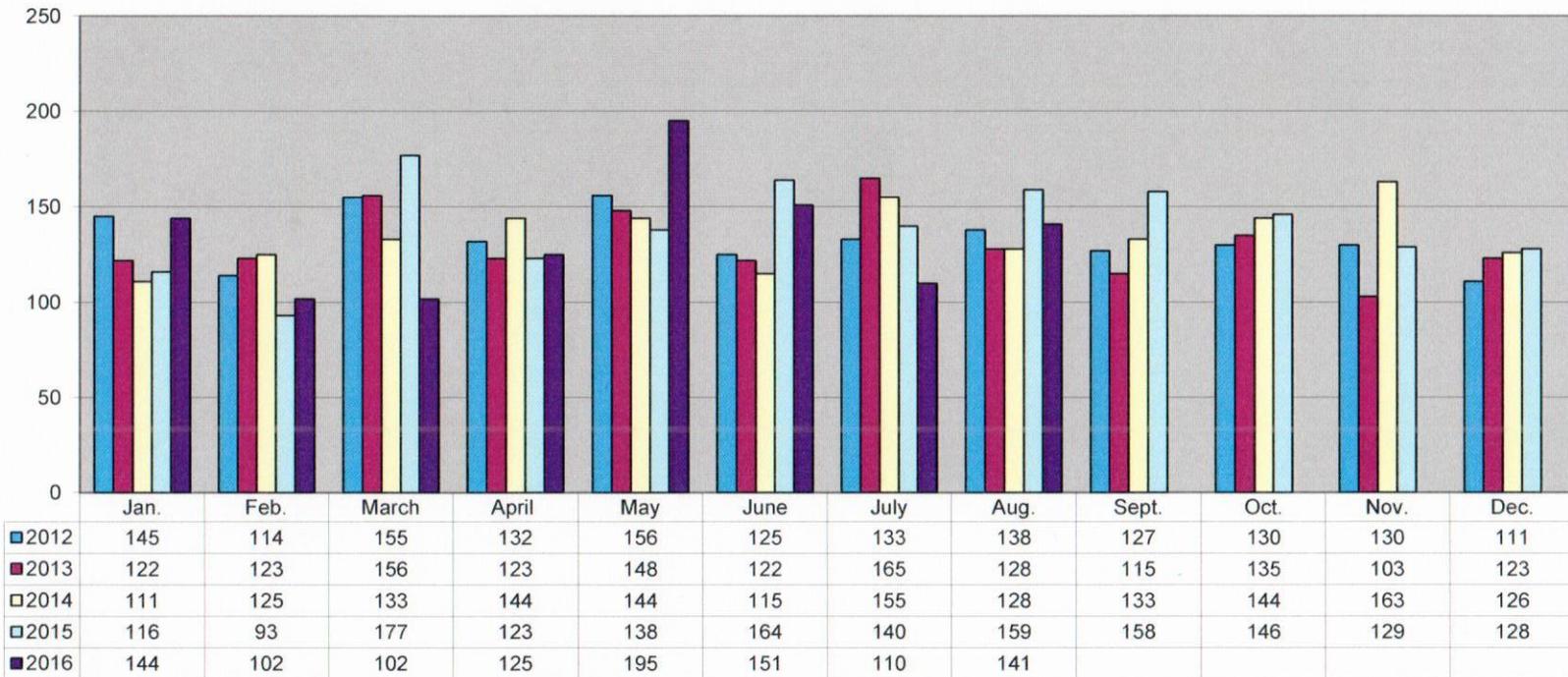
| <i>DESCRIPTION</i>               | <i>THIS MONTH</i> | <i>LAST MONTH</i> | <i>TO DATE THIS YEAR</i> |
|----------------------------------|-------------------|-------------------|--------------------------|
| Allegations Received             | 0                 | 0                 | 8                        |
| Unfounded                        | 0                 | 0                 | 0                        |
| Unsubstantiated                  | 0                 | 0                 | 0                        |
| Sustained                        | 0                 | 1                 | 5                        |
| Exonerated                       | 0                 | 0                 | 4                        |
| Violation Not Based On Complaint | 0                 | 2                 | 2                        |
| Investigation In Progress        | 0                 | 0                 | 9                        |
| Administrative Closure           | 0                 | 0                 | 1                        |
| Commendations                    | 2                 | 6                 | 32                       |

### Part I Crimes



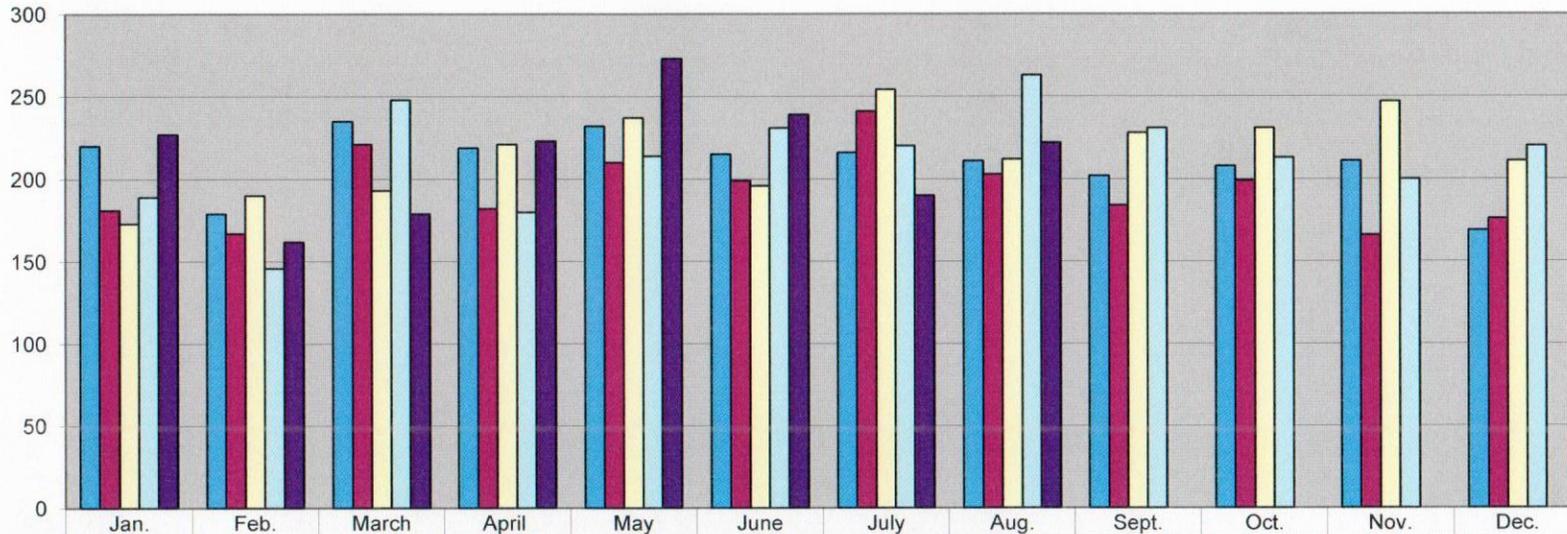
Part I Crimes - Murder, Manslaughter, Rape, Robbery, Agg. Assault, Burglary, Theft, Auto Theft, Arson

### All Other Crimes



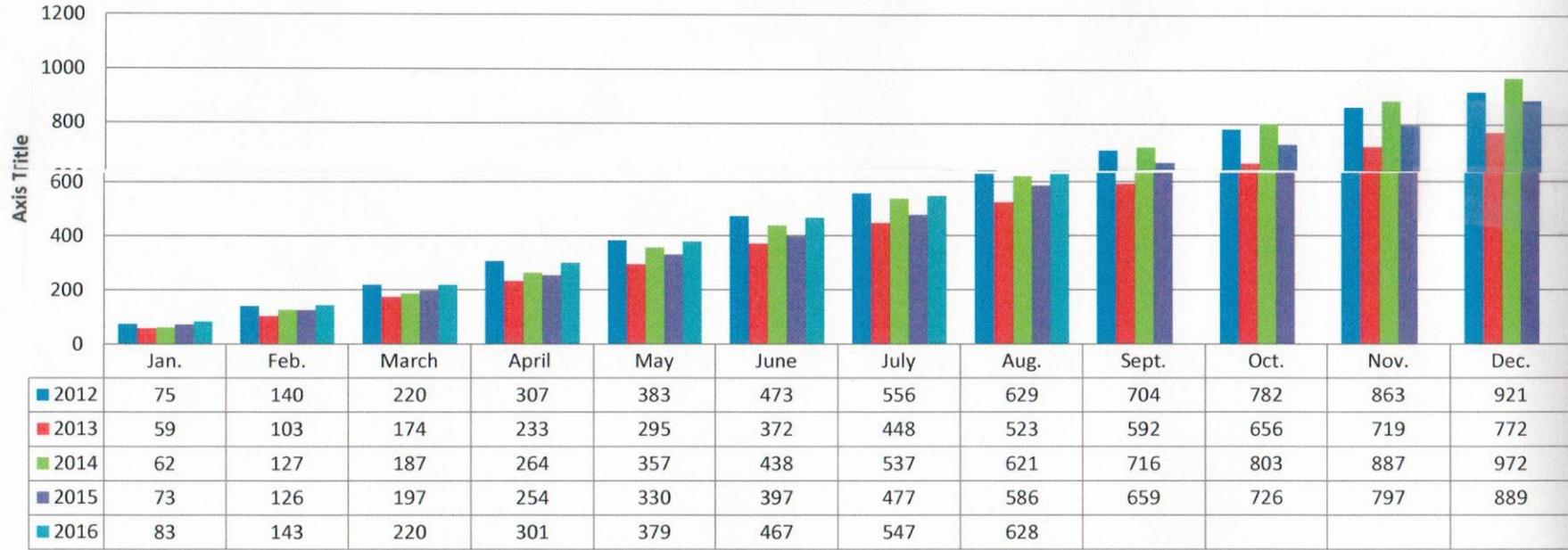
All Other Crimes may include: Interference with Police Officer, Criminal Threats, Disorderly Conduct, Criminal Trespass, Narcotic Violations, Liquor Violations, Indecent Liberties with Child, Kidnapping, DUI, Graffiti, Forgery, Weapons Violation, Criminal Damage to Property

### Grand Total All Crimes

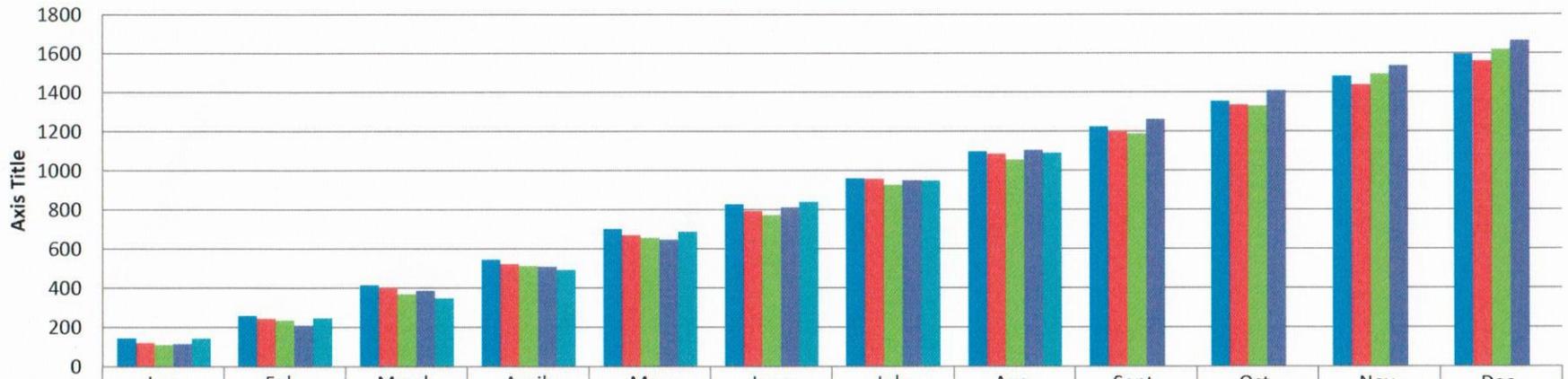


|       |     |     |     |     |     |     |     |     |     |     |     |     |
|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| ■2012 | 220 | 179 | 235 | 219 | 232 | 215 | 216 | 211 | 202 | 208 | 211 | 169 |
| ■2013 | 181 | 167 | 221 | 182 | 210 | 199 | 241 | 203 | 184 | 199 | 166 | 176 |
| □2014 | 173 | 190 | 193 | 221 | 237 | 196 | 254 | 212 | 228 | 231 | 247 | 211 |
| □2015 | 189 | 146 | 248 | 180 | 214 | 231 | 220 | 263 | 231 | 213 | 200 | 220 |
| ■2016 | 227 | 162 | 179 | 223 | 273 | 239 | 190 | 222 |     |     |     |     |

# YTD Part 1 Crimes

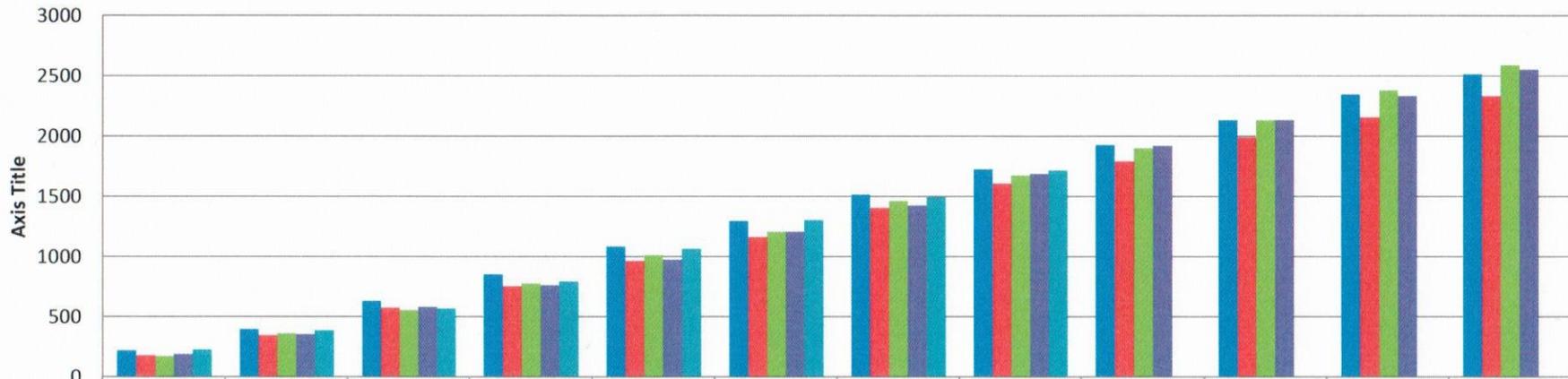


## YTD - All Other Crimes



|        | Jan. | Feb. | March | April | May | June | July | Aug. | Sept. | Oct. | Nov. | Dec. |
|--------|------|------|-------|-------|-----|------|------|------|-------|------|------|------|
| ■ 2012 | 145  | 259  | 414   | 546   | 702 | 827  | 960  | 1098 | 1225  | 1355 | 1485 | 1596 |
| ■ 2013 | 122  | 245  | 401   | 524   | 672 | 794  | 959  | 1087 | 1202  | 1337 | 1440 | 1563 |
| ■ 2014 | 111  | 236  | 369   | 513   | 657 | 772  | 927  | 1055 | 1188  | 1332 | 1495 | 1621 |
| ■ 2015 | 116  | 209  | 386   | 509   | 647 | 811  | 951  | 1105 | 1263  | 1409 | 1538 | 1666 |
| ■ 2016 | 144  | 246  | 348   | 493   | 688 | 839  | 949  | 1090 |       |      |      |      |

### YTD - All Crimes



|      | Jan. | Feb. | March | April | May  | June | July | Aug. | Sept. | Oct. | Nov. | Dec. |
|------|------|------|-------|-------|------|------|------|------|-------|------|------|------|
| 2012 | 220  | 399  | 634   | 853   | 1085 | 1300 | 1516 | 1727 | 1929  | 2137 | 2348 | 2517 |
| 2013 | 181  | 348  | 575   | 757   | 967  | 1166 | 1407 | 1610 | 1794  | 1993 | 2159 | 2335 |
| 2014 | 173  | 363  | 556   | 777   | 1014 | 1210 | 1464 | 1676 | 1904  | 2135 | 2382 | 2593 |
| 2015 | 189  | 355  | 583   | 763   | 977  | 1208 | 1428 | 1691 | 1922  | 2135 | 2335 | 2555 |
| 2016 | 227  | 389  | 568   | 794   | 1067 | 1306 | 1496 | 1718 |       |      |      |      |



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kristi Newland, Zoo Director  
**DATE:** September 20, 2016  
**RE:** Lee Richardson Zoo monthly report - August 2016

---

**ISSUE:**

Presentation of the August 2016 monthly staff report from Lee Richardson Zoo.

**BACKGROUND:**

Attached is the August 2016 monthly staff report from Lee Richardson Zoo.

**ALTERNATIVES:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

None

**ATTACHMENTS:**

| Description               | Upload Date | Type            |
|---------------------------|-------------|-----------------|
| August Zoo monthly report | 9/14/2016   | Backup Material |



# CITY OF GARDEN CITY ZOO DEPARTMENT AUGUST 2016 MONTHLY REPORT

## ACCESSIONS:

### Births/Hatchings

0.0.1 Red panda

### Transactions (Purchases, donations, etc.)

1.0 Basilisk lizard Transfer from Tulsa Zoo

## DEACCESSIONS

### Deaths

0.1 Addax Aspiration pneumonia; did not recover properly from anesthesia

1.0 Addax Old age; possibly aggravated by stress from death of 0.1

0.1 Gaur Pneumonia

1.0 Pronghorn Broken neck

### Transactions (Sales, donations, etc.)

0.1 Red kangaroo Sold to Rolling Hills Zoo

0.3 Pronghorn Transfer to Roger Williams Zoo, Rhode Island

New male East African Crowned crane was introduced into the AP yard. Keepers are working to blunt rhino horns in preparation for introductions, and watched "Horn to Horn" rhino introduction video. General Curator attended Foreign Animal Disease workshop. Female lions were sedated for insertion of birth control implants.

## ADMINISTRATION DIVISION

Senior staff and FOLRZ staff and board participated in meetings with Zoo Advisors for Strategic planning. The Director and General Curator gave a zoo tour to KMIT representatives. Zoo Director gave a talk on "Zoo Insights" at Nerd Talks. Early preparations for A Wild Affair are underway. Zoo Director and other City department representatives participated in a pre-event meeting with Tumbleweed Festival Inc board members. Staff met with museum personnel and a GCW Railway representative to discuss "Two Bits" and the railroad's upcoming celebration. Staff attended Basic Gun Safety training. Zoo staff voted to send a conservation donation from monies collected from duck/fish feeders and the conservation charge on fee-based programs to the International Rhino Foundation and the True Wild Horse campaign. Staff are reviewing and updating CIPs and projects for the budget year.

## EDUCATION DIVISION

The Education Division gave 14 formal programs to 607 people and reached an additional 51 people through informal programming. Distance Learning programs earned \$360 in fees. Program development continued for the 2016/2017 school year. Sessions are being scheduled for the 2016/17 school year. Signs are in development for new animals, the Butterfly Garden, and other sections of the zoo. A new television display was researched and installed for the carnivorous plant display and the basilisk lizard display. Education staff assisted with Mississippi kite physical therapy. An International Red Panda Day event on September 18<sup>th</sup> is being organized, as are plans for the EcoMeet event on October 13<sup>th</sup>. Staff are organizing volunteers for A Wild Affair.

## MAINTENANCE DIVISION

The main focus this month was preparing zoo grounds for the Tumbleweed Festival. This included grinding 68 tree stumps, pruning trees that were hanging into walkways, edging sidewalks, and weed-eating. We also started converting the old dromedary camel yard and barn into a home for Przewalski's Horses (replacing cable, adding cable, replacing bad fence pipe, constructing new access gates, etc...). The supply line to the waterfall in the west lion yard was re-connected and water leaks fixed. Automatic waterers in the mountain lion yard and lion barn were repaired. Trees close to the perimeter fence were trimmed to prevent unwanted egress or entrance by animals or unauthorized humans. Along with these projects, the team performed normal maintenance of zoo grounds and buildings, making sure that walkways were clear of debris, fixing other water leaks, and repairing any issues that were identified. Contractors addressed electrical (number of outlets available) and building ventilation concerns identified during the AZA accreditation inspection.

# Consideration of Appropriation Ordinance

# Ordinances & Resolutions



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Andy Liebelt, Superintendent of Public Grounds  
**DATE:** September 20, 2016  
**RE:** Amending Arborist License Code Section No. 94-2a

---

### **ISSUE:**

Governing Body is asked to consider and approve an amendment to City of Garden City's Code Section No. 94-2a. - Vegetation.

1. Ordinance No. \_\_\_\_\_-2016, an ordinance removing the requirement to obtain a City of Garden City, Kansas, issued Arborist license to apply pesticides to trees, prune trees, plant trees and trim trees and shrubs; amending current Code Section 94-2; all to the Code of Ordinances of the City of Garden City, Kansas.

### **BACKGROUND:**

Currently, Code Section No. 94-2a includes commercial pesticide applicators, landscapers who plant trees and shrubs, as well as remove shrubs, as necessary businesses to procure an Arborist license. It is the opinion of Staff and the Park and Tree Advisory Board the aforementioned tasks are not necessary to obtain an Arborist license. The intention of the Arborist license is to protect the professionalism and profitability of the tree pruning and removal industry, as well as the citizens, from property and tree damage incurred from improper tree pruning and uninsured tree trimmers. Pesticide application, shrub and tree planting and shrub removal have no effect on the intentions or necessity of the Arborist license.

The Kansas Department of Agriculture currently licenses and governs pesticide application within the State of Kansas. Applicators must pass a KDA general pesticide applicators examination as well as a category appropriate exam. Pesticide applicators who wish to remain licensed must carry insurance in compliance with KDA regulations and meet CEU requirements or retest every three years. Pesticide applications are unrelated to tree trimming and removal; therefore, obtaining an Arborist license to apply chemicals to trees is unnecessary.

The new ordinance would allow landscapers to trim low hanging limbs up to eight feet from the ground; eight feet is the minimum ordinance height for tree limbs above sidewalks. Any trimming or removal of limbs above eight feet would require an Arborist license.

### **ALTERNATIVES:**

1. Approve recommended amendment to Code Section No. 94-2a.
2. Deny recommended amendment to Code Section No. 94-2a.
3. Provide direction to Staff.

**RECOMMENDATION:**

Staff recommends Alternative 1, approve recommended amendment to Code Section No. 94-2a.

**FISCAL NOTE:**

None

**ATTACHMENTS:**

| Description             | Upload Date | Type            |
|-------------------------|-------------|-----------------|
| City Ordinance No. 94-2 | 9/7/2016    | Backup Material |

ORDINANCE NO. \_\_\_\_\_-2016

AN ORDINANCE REMOVING THE REQUIREMENT TO OBTAIN A CITY OF GARDEN CITY, KANSAS, ISSUED ARBORIST LICENSE TO APPLY PESTICIDES TO TREES, PRUNE TREES, PLANT TREES, AND TRIM TREES AND SHRUBS; AMENDING CURRENT CODE SECTION 94-2; REPEALING CURRENT CODE SECTION 94-2; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

**SECTION 1.** Section 94-2 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

**Section 94-2. Arborist license and liability insurance; required.**

As used in this article, arborist shall mean an individual who is trained in the field of arboriculture involving the caring for and maintaining of trees:

- a) It shall be unlawful for any person to engage in the business of arboriculture within the city without first applying for and procuring an arborist license. The pruning and general maintenance of trees by persons not regularly engaged in the business of an arborist, shall not be required to obtain an arborist license, as long as the cutting height of the pruning does not exceed eight feet (8') from ground level. The annual license fee shall be as established in section 42-517.
- b) Before any license shall be issued, each applicant shall successfully complete a written examination, administered by the park department superintendent or employee designated by the city manager.
- c) Each applicant for a license under this section shall annually file evidence of public liability insurance coverage in an amount not less than \$500,000.00 per occurrence.
- d) Whenever an arborist license has not been renewed for a period exceeding one (1) calendar year from issuance, another written examination shall be required.
- e) No license shall be required of any public utility company or city employee doing work in the pursuit of their employment; provided, however, that such employees shall be required to successfully complete a written examination.
- f) If a licensed arborist violates the provisions of this chapter, displays an inability to perform that work for which the arborist is licensed in a manner commensurate with the recognized standards of a trained arborist, or conducts business in a manner adverse to the interests of residents of the city, the city tree board shall meet and make recommendation to the governing body in regard to revocation or suspension of the individual's arborist license. Final action on a license revocation or suspension shall be vested in the governing body.

**SECTION 2.** Section 94-2 of the Code of Ordinances of the City of Garden City, Kansas, is hereby repealed, to be replaced as specified in this ordinance.

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

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 20th day of September, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Randall D. Grisell  
City Attorney



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Andy Liebelt, Superintendent of Public Grounds  
**DATE:** September 20, 2016  
**RE:** Creating New Emergency Tree Removal Section No. 94-5 to the Code of Ordinances

---

### **ISSUE:**

Governing Body is asked to consider and approve adding Code Section 94-5. - Vegetation.

1. Ordinance No. \_\_\_\_\_-2016, an ordinance allowing the City of Garden City, Kansas, to remove imminently hazardous trees from private property when posing an immediate threat to life or property; creating new Code Section 94-5; all to the Code of Ordinances of the City of Garden City, Kansas.

### **BACKGROUND:**

There are rare occasions when trees on private real property have been neglected to a point they need to be removed as soon as possible in order to protect life or property. City Code Section No. 94-3. - Dead or diseased tree removal on private property provides the City with the right to have private property owners remove hazardous trees within 30 days of notice. Staff is requesting approval of Code Section No. 94-5 in order to have trees removed that are not only hazardous, but imminently hazardous, within 36 hours.

### **ALTERNATIVES:**

1. Approve recommended new Code Section No. 94-5.
2. Deny recommended new Code Section No. 94-5.
3. Provide direction to Staff.

### **RECOMMENDATION:**

Staff recommends Alternative 1, approve recommended new Code Section No. 94-5.

### **FISCAL NOTE:**

Labor cost incurred by the City shall be charged against the lot or parcel on which the hazardous tree was removed.

### **ATTACHMENTS:**

| Description            | Upload Date | Type            |
|------------------------|-------------|-----------------|
| City Code Section 94-5 | 9/7/2016    | Backup Material |

ORDINANCE NO. \_\_\_\_\_-2016

AN ORDINANCE ALLOWING THE CITY OF GARDEN CITY, KANSAS, TO REMOVE IMMINENTLY HAZARDOUS TREES FROM PRIVATE PROPERTY WHEN POSING AN IMMEDIATE THREAT TO LIFE OR PROPERTY; CREATING NEW CODE SECTION 94-5; 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 94-5 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 94-5. Removal of imminently hazardous trees.**

The city shall have the right to cause the removal of any imminently hazardous tree on private real property within the city, when such tree, in the opinion of the superintendent of public grounds, constitutes an immediate threat to life or property, if not removed. The superintendent of public grounds or other employee designated by the city manager shall notify the owner or person in charge of the real property where the tree is located that the tree must be removed. Notification shall be made in the most expedient manner, with proof of notification preserved by the city. Removal shall be done by the owner at the owner's expense within thirty-six (36) hours after the date of notice. Upon failure of the owner to comply with the notice, the city may remove the tree and assess the cost of removal as more specifically described in section 94-64(b) and (c).

If the owner or other person in charge of the real property where the tree is located cannot be given notice about the tree, the city may remove the tree. If removal of the tree is done without notice to the owner or other person in charge of the real property where the tree is located, the city may not assess the cost of removal as provided in section 94-64(b) and (c).

**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 20th 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:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** September 20, 2016  
**RE:** Vacation of an alley in Subdivision of Block 37, Original Plat, in Garden City, Finney County, Kansas

---

### **ISSUE:**

The Governing Body is asked to consider and approve the vacation of an alley adjacent to Lots 13, 14, 15, 19, 20, 21, and 22, subdivision of Block 37, Original Plat, in Garden City, Finney County, Kansas.

1. Ordinance No. \_\_\_\_\_ - 2016, an ordinance vacating an alley between lots 13, 14, 15, 19, 20, 21 and 22, Subdivision of Block 37, Original Plat, all in the City of Garden City, Finney County, Kansas.

### **BACKGROUND:**

A non-vehicular Right-of-Way (ROW) exists in Block 37, Subdivision of Original Plat, between Lot 15 and Lots 13, 14, 19, 20, 21, and 22. The paved ROW is 10 feet wide by 140 feet long, and extends the length of Lot 15, at 107 N. 7<sup>TH</sup> St. The south side of the easement is bordered by a warehouse in the "I-1" Light Industrial District. The north side of the easement is bordered by a fence along an empty property on the corner of N. 7<sup>TH</sup> St and E. Fulton St, which is in the "C-3" Central Business District. Utilities that service the block are located in an alley that bisects the block from Depot St. to E. Fulton St; no utilities go through this easement.

Larry Funk, proprietor of L & L Floor Covering, Inc, of 112 N. Main St, Garden City owns most of the properties in Block 37, including all those on 7<sup>TH</sup> Street (Lots 13-22), and all the property adjacent to this easement. The easement was created in 1886 when Block 37 was replatted from Lots 13 and 14 on the corner of N. 7<sup>TH</sup> St and E. Fulton St. The easement does not currently serve the people of Garden City. The city would like to vacate the easement to the ownership of Mr. Funk so that the land is absorbed by Lot 15, Block 37.

### **ALTERNATIVES:**

The Governing Body may:

1. Approve the ordinance vacating the alley.
2. Not approve the ordinance

### **RECOMMENDATION:**

Staff Recommends approval of the ordinance to vacate as presented.

### **FISCAL NOTE:**

There is not a cost to the City for this vacation.

**ATTACHMENTS:**

| Description      | Upload Date | Type            |
|------------------|-------------|-----------------|
| Waiver & Consent | 9/14/2016   | Backup Material |
| Map & Location   | 9/14/2016   | Backup Material |
| Ordinance        | 9/16/2016   | Ordinance       |



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

INSPECTIONS  
620-276-1120

CODE COMPLIANCE  
620-276-1120

PLANNING AND  
ZONING  
620-276-1170

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

**WAIVER AND CONSENT**

I, Larry Funk, landowner of real property described as a part of Block 37, Original Plat, Lots 13 through 22, in Garden City, Finney County, Kansas, hereby waive any and all notice requirements of K.S.A. 12-504 et seq., and further consent to the vacation of a Right-of-Way, adjacent to Lots 13, 14, 15, 19, 20, 21, and 22, Block 37, Original Plat, that is 140 feet long and 10 feet wide, from North 7<sup>th</sup> Street to an Alley that bisects Block 37 from Depot Street to East Tulton Street, in Garden City, Finney County, Kansas, without notice or hearing.

  
Larry Funk

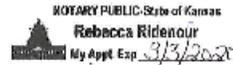
STATE OF KANSAS            )  
  ) ss.  
COUNTY OF FINNEY        )

BE IT REMEMBERED, that on the 29<sup>th</sup> day of August, 2016, before me, a Notary Public in and for the County and State aforesaid, came Larry Funk who is personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same,

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

  
Notary Public

My Commission Expires:  
3/3/2020



**Larry Funk, L&L Floorcoverings, LLC, Signed Waiver and Consent**



NEIGHBORHOOD &  
DEVELOPMENT  
SERVICES  
DEPARTMENT  
SERVING  
GARDEN CITY  
HOLCOMB  
AND  
FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

CODE COMPLIANCE

620-276-1120

PLANNING AND  
ZONING

620-276-1170

CITY ADMINISTRATIVE  
CENTER

301 N. 8<sup>TH</sup>

P.O. Box 998

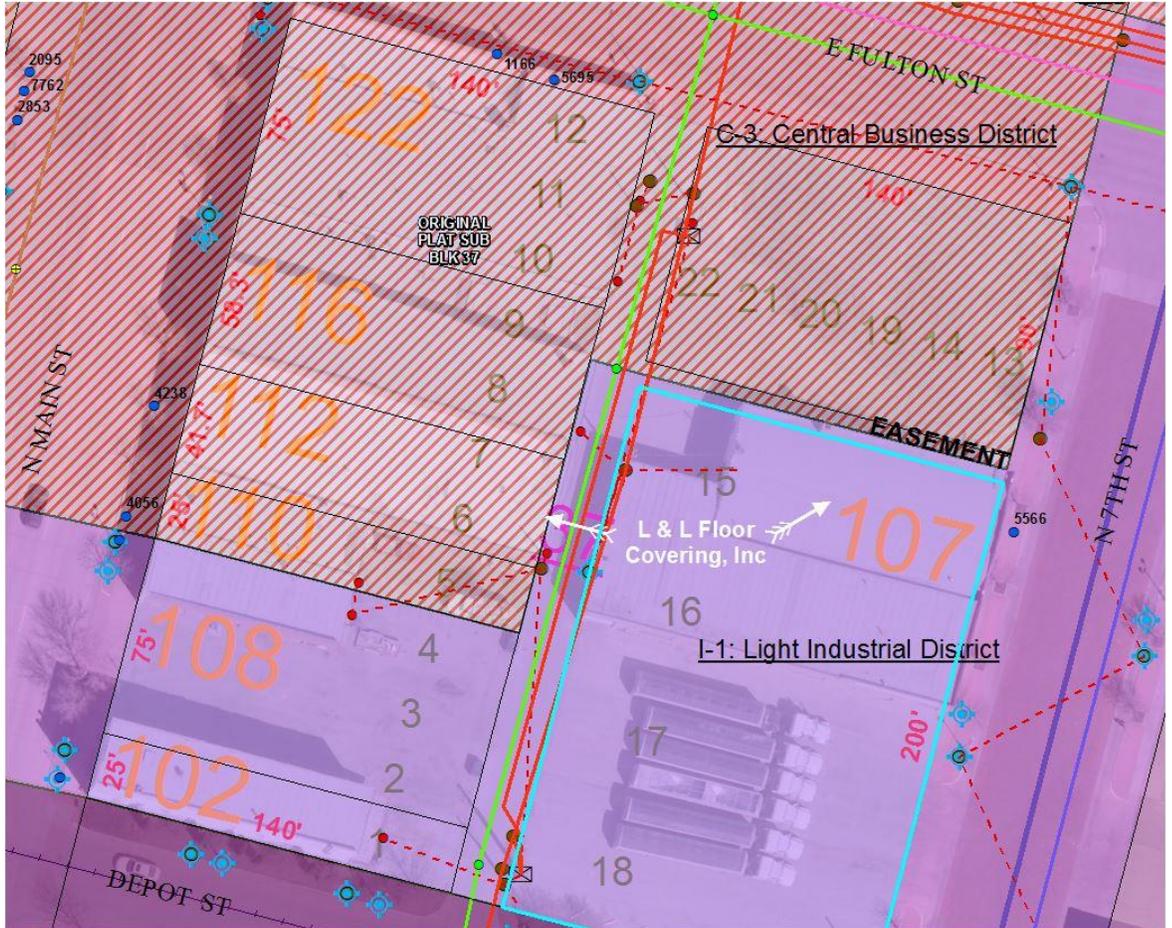
GARDEN CITY, KS

67846-0998

PH 620.276.1170

FAX 620.276.1173

[www.garden-city.org](http://www.garden-city.org)



Location of Easement at N. 7<sup>th</sup> St, adjacent to Lots 13, 14, 15, 19, 20, 21, and 22, Block 37, Original Plat



Easement at 107 N. 7<sup>th</sup> St (looking West)

**ORDINANCE NO. \_\_\_\_\_-2016**

AN ORDINANCE VACATING AN ALLEY BETWEEN LOTS 13, 14, 15, 19, 20, 21, AND 22, SUBDIVISION OF BLOCK 37, ORIGINAL PLAT, ALL IN THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS.

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

**SECTION 1.** The alley between Lots 13, 14, 15, 19, 20, 21, and 22, Subdivision of Block 37, Original Plat, Garden City, Finney County, Kansas, be and the same is hereby vacated.

**SECTION 2.** This Ordinance shall also be considered an order in compliance with K.S.A. 12-504, et seq.

**SECTION 3.** All adjoining landowners have waived notice and consented to the vacation set forth herein.

**SECTION 4.** This ordinance shall be in full force and effect from and after its publication in the Garden City Telegram, the official publication of record.

**SECTION 5.** Upon the effective date, the City Clerk shall file a copy of this ordinance with the Register of Deeds of Finney County, Kansas.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 20<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
CHRIS LAW, Mayor

ATTEST:

\_\_\_\_\_  
CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDALL D. GRISELL, City Counselor

# Old Business



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jennifer Cunningham, Assistant City Manager  
**DATE:** September 20, 2016  
**RE:** Excess LEC Sales Tax Expenditure Agreement - Update

---

### **ISSUE:**

The Governing Body is asked to consider and approve the use of the excess Law Enforcement Center Sales Tax Funds for three additional projects.

### **BACKGROUND:**

This issue came before the Governing Bodies on July 19, 2016. The purpose of the discussion at that time was to provide an explanation on the status of original project list. Completed and in-progress projects were identified and wish list items were voted on by both Governing Bodies. After those votes the account was to have a remaining balance of \$39,477 to cover overages. If the amount remained after completion of everything that had been approved, it would come back before the Governing Bodies to determine its use.

Here is an update on those in-progress and wish list items:

- Roof Repair – This has been removed from the original list.
- RFP's will be done in the next 45 days on Rooftop Units and Main courtroom units
- Received no updates or bills from the Courthouse 1<sup>st</sup> floor remodel.
- Kitchenette PD - The Kitchenette has come in at: \$13,311.63 (which is 1,311.63 over budget). All items have been purchased and this project will be complete when the items arrive in 6-8 weeks. We have not received the invoices and this has not been paid out yet. The additional amount will come from \$39,477 that we were holding for overages.
- Investigations Cubicles - The total cost is \$21,240.66. The materials will take about 4-6 weeks to get here and another two days for install. We have not received the invoice or made the payment on this item yet. But this is \$1759.34 under the budget.
- Drinking Fountains - The bids on the drinking water fountains are pending. Although we intended to do more than one water fountain, two are recessed which may make it impossible, leaving us with only one to change. This would definitely decrease the cost here.
- There are no updates on the detention door lock retrofit or CCTV storage viewing upgrades
- Formica replacement in the Municipal courtroom – We are doing a combination of replacement and painting and the total is \$6,500. This is going to be completely October 5, 2016. This has a savings of \$3,500. We have not been invoiced or paid any bills on this.

The County has asked for three additional items (confirmed by the City to be necessary):

- Air conditioning for the server room used for dispatch and records (Cost is \$10,000 (\$5000 each and we need 2)
- New stair treads and landings in the LEC (Cost is \$25,064.97)

- Water Filter LEC (Cost \$3,900)

These last three items would be things that neither Governing Body voted upon for the additional monies. We do have the \$39,477 that is there for overages. These three additional projects will cost \$38,965. This leaves \$512 for overages on any of the approved projects that were voted on by the Governing Bodies.

The City wish list projects have some additional savings that will bring the overage amount to \$4,456. However, this is only 3% of the total amount of wish list projects and closer to 1% of the remaining balance.

**ALTERNATIVES:**

1. Approve the three additional projects, leaving everything else the same.
2. Deny the three additional projects, leaving everything else the same.
3. Approve one or more of the additional projects, leaving everything else the same.
4. Suggest another alternative.

**RECOMMENDATION:**

Staff recommends alternative #1, with the understanding that the projects will be paid on a first come first serve basis and that before a project begins moving forward the person in charge of that project will need to confirm the funds for that project are still available.

**FISCAL NOTE:**

The remaining balance of \$4,456 will be what is left in the account for overages if all projects approved stay on budget.

# New Business



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jennifer Cunningham, Assistant City Manager  
**DATE:** September 20, 2016  
**RE:** 1904 Crestway

---

### **ISSUE:**

The Governing Body is asked to consider and approve selling 1904 Crestway through a sealed bid process.

### **BACKGROUND:**

On July 27, 2016 there was a Journal Entry of Default Judgment quieting title in the property at 1904 Crestway to the City of Garden City, Kansas. This quiet title, plus the quit claim deed from Bank of America, provide the requisite ownership interest for the City to sell the property and for First American Title to underwrite owner's title insurance on the property.

This property has incurred expenses over the last couple years including:

- Attorneys fees \$2,000
- Demolition \$37,260
- Taxes \$703.47
- Mowing \$1000
- Administrative & Notices \$732.98

These expenses total \$41,696.45. There will be additional attorney fees to complete the sale of the property.

This lot is located in a desirable neighborhood in the City limits of Garden City, Kansas. It is 1.3 acres and the lot has previously appraised at \$29,950. A map is attached.

Staff is requesting the Commission proceed with selling the property using a sealed bid process. If this process is approved, City Attorney Grisell will post a sign in the lot and provide notice in the Garden City Telegram.

If approved, sealed bid process would officially begin today, September 20, 2016. Bids would need to be hand delivered to Doering & Grisell at 124 Grant Street, Garden City, Kansas. Each bidder would be given a receipt to confirm their submission. Bids would be accepted until October 27, 2016 at 1:00pm. In order to be complete the bid must:

- Include an offer of \$50,000 or more
- Provide a time for closing
- Include any other information bidder believes relevant to purchase

- Include the bidders: name, address and best way to be contacted

Additionally, by submitting a bid the bidder would be agreeing to pay cash at the closing and provide \$1000 in earnest money upon signing the purchase agreement.

City Attorney Grisell and Assistant City Attorney Cunningham would review the bids and provide all offers to Assistant City Manager Cunningham by 5pm on October 31, 2016. All bids would be provided to the Governing Body at the regularly scheduled Commission Meeting on November 1, 2016. The Governing Body does not have an obligation to accept the highest bid.

**ALTERNATIVES:**

1. Approve the bid process for selling 1904 Crestway.
2. Deny the bid process for selling 1904 Crestway.
3. Suggest changes or additions to the bid process for selling 1904 Crestway.

**RECOMMENDATION:**

Staff recommends alternative #1.

**FISCAL NOTE:**

At the suggested asking price the City of Garden City would be able to cover all expenses related to the property including the sale.

**ATTACHMENTS:**

| Description   | Upload Date | Type            |
|---------------|-------------|-----------------|
| 1904 Crestway | 9/14/2016   | Backup Material |

E CRESTWAY DR

# 1904 E Crestway Dr.

Lot Size: 1.3 acres

Approximately 180' x 320'

Appraised Value: \$29,950



155'

320'





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** September 20, 2016  
**RE:** Ranch House Addition Development Agreement Addendum

---

### **ISSUE:**

The Governing Body is asked to consider and approve the addendum to the development agreement of the Ranch House Addition.

### **BACKGROUND:**

At the request of the Ranch House Senior Living LLC, the Governing Body is asked to review and consider the addendum to the development agreement of the Ranch House Addition. The Governing Body approved the development agreement of the Ranch House Addition on June 7<sup>th</sup>, 2016. On Monday August 29<sup>th</sup>, Staff had a conference call with Jim Klausman, Matt McPherson, Greg Schwerdt, and Julie Garmon to discuss the site plan comments. During the discussion the developer requested from the City that the proposed entrances off of Trailblazer Street and Explorer Street be substituted for a second entrance off of Campus Drive due to drainage issues. Both parties agreed that the substitution would be sufficient and that the developer would have three years to design and install the second entrance off of Campus Drive. The addendum will make the following additions to the Development Agreement:

1. City agrees to allow Developer to design and construct a second entrance off of Campus Drive into the Ranch House Addition, within three (3) years of the date this Addendum is signed by the parties.
2. Developer agrees to have a second entrance off of Campus Drive designed and completed within three (3) years of the date of this Addendum.
3. It is understood and agreed between City and Developer that once the second entrance off of Campus Drive is completed by Developer, Developer will no longer have an obligation to design and construct entrances from Trailblazer Street and Explorer Street, into the Ranch House Addition.

### **ALTERNATIVES:**

The Governing Body may:

1. Approve the addendum to the development agreement as presented
2. Approve the addendum to the development agreement with amendments
3. Not approve the addendum to the development agreement.

### **RECOMMENDATION:**

Staff Recommends Alternative 1.

### **FISCAL NOTE:**

None.

**ATTACHMENTS:**

| Description                       | Upload Date | Type            |
|-----------------------------------|-------------|-----------------|
| Addendum to Development Agreement | 9/14/2016   | Backup Material |

**ADDENDUM TO DEVELOPMENT AGREEMENT**

THIS ADDENDUM TO DEVELOPMENT AGREEMENT (Addendum) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Garden City, Kansas (City), and Ranch House Senior Living, LLC (Developer).

**Recitals**

- A. City and Developer entered into a Development Agreement, dated June 7, 2016, for development of the Ranch House Addition.
- B. The parties have engaged in negotiations following approval of the Development Agreement concerning an entrance to the Ranch House Addition off of Campus Drive.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Addendum, City and Developer state, confirm, and agree as follows:

- 1. The following Subparagraph should be added to Paragraph 3 of the Development Agreement as follows:
  - (i) **Entrance to Ranch House Addition off of Campus Drive:** City agrees to allow Developer to design and construct a second entrance off of Campus Drive into the Ranch House Addition, within three (3) years of the date this Addendum is signed by the parties. Developer agrees to have a second entrance off of Campus Drive designed and completed within three (3) years of the date of this Addendum. It is understood and agreed between City and Developer that once the second entrance off of Campus Drive is completed by Developer, Developer will no longer have an obligation to design and construct entrances from Trailblazer Street and Explorer Street, into the Ranch House Addition.

Any and all terms and conditions of the Development Agreement not specifically modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, City and Developer have executed this Addendum to Development Agreement on the dates set forth below.

CITY OF GARDEN CITY, KANSAS

\_\_\_\_\_  
Date

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

ATTEST:

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

RANCH HOUSE SENIOR LIVING, LLC

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jim Klausman

**ACKNOWLEDGMENT**

STATE OF KANSAS     )  
  ) ss.  
COUNTY OF FINNEY    )

THIS INSTRUMENT was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **Chris Law**, Mayor of the City of Garden City, Kansas, a Kansas municipal corporation.

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
  
\_\_\_\_\_

STATE OF KANSAS     )  
  ) ss.  
COUNTY OF SHAWNEE )

THIS INSTRUMENT was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **Jim Klausman**.

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
  
\_\_\_\_\_

W:\RDG\CITY\AGREEMENTS\RANCH.HOUSE\Addendum(2016).docx



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jennifer Cunningham, Assistant City Manager  
**DATE:** September 20, 2016  
**RE:** Garden City Recreation Commission Board Appointment

---

### **ISSUE:**

The Governing Body is asked to consider and appoint a board member to fill an unexpired term left by Alyssa Benavidez on the Garden City Recreation Commission Board.

### **BACKGROUND:**

The Garden City Recreation Commission is governed by a five (5) member board. The board meetings are held on the last Monday of the month at the Garden City Recreation Activity center, 310 N. 6th Street. Current members are listed below:

Myca Bunch, Chairperson  
Jamie Warren, Vice Chair  
Marilyn Porter  
Deborah Oyler

The City Commission currently has four individuals that are interested in filling the unexpired term. The first two individuals, Jacob Olinger and Keith Rathbun applied on May 17, 2016 along with Deborah Oyler. Deborah was selected at that time and the remaining two applicants were told their applications would be held until another spot was open. At this time, Stephanie Cahill and Patricia Allen have also submitted applications. The four applications are attached for your review.

### **ALTERNATIVES:**

1. Appoint Jacob Olinger.
2. Appoint Keith Rathbun.
3. Appoint Stephanie Cahill.
4. Appoint Patricia Allen
5. Deny all four applicants.

### **RECOMMENDATION:**

No recommendation.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

| Description | Upload Date | Type |
|-------------|-------------|------|
|-------------|-------------|------|

|                              |           |                 |
|------------------------------|-----------|-----------------|
| Jacob Ollinger application   | 9/13/2016 | Backup Material |
| Keith Rathbun application    | 9/13/2016 | Backup Material |
| Stephanie Cahill application | 9/13/2016 | Backup Material |
| Patricia Allen               | 9/19/2016 | Backup Material |

RECEIVED  
FEB 01 2016

GARDEN CITY IS MY TOWN TOO!

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

BY: CAH

NAME: Jacob Oliver HOME PHONE: \_\_\_\_\_

ADDRESS: 1002 Inge Ave WORK PHONE: 620-640-7581

E-MAIL ADDRESS: Jacob.jp.jo@gmail.com

OCCUPATION (if employed): Security guard

PLACE OF EMPLOYMENT: ABM Security

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 20 years.

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:  
I am wanting to serve the people of Garden City.

OTHER APPLICABLE EXPERIENCE: I've ran my own budget when I was an insurance agent, over a year in management.

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

- Airport Advisory Board
- Alcohol Fund Advisory Committee
- Art Grant Committee
- Building Safety Board of Appeals
- Community Health Advisory Board
- Cultural Relations Board
- Golf Advisory Board
- Landmarks Commission
- Lee Richardson Zoo Advisory Board

- Local Housing Authority
- Parks & Tree Board
- Planning Commission
- Police/Citizen Board
- Public Utilities Advisory Board
- Recreation Commission
- Traffic Advisory Committee
- Zoning Board of Appeals

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

**GARDEN CITY IS MY TOWN TOO!**

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

NAME: Keith Rathbun HOME PHONE: (785) 312-4147

ADDRESS: 2006 N. Arapahoe Drive, GC, KS WORK PHONE: (620) 225-2434

E-MAIL ADDRESS: Keith.Rathbun@CenturyKS.com

OCCUPATION (if employed): Sales and Consulting

PLACE OF EMPLOYMENT: Century Business Technologies

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 7 years

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

The desire to devolope our youth programs in our community and giving them the opportunity to not only live a healthy lifestyle but equip them with skills that are essential to a successful future.

OTHER APPLICABLE EXPERIENCE: Century Business Technologies leadership team, Branch manager at previous job, involved with coaching a handful of sports with the Rec, the Y, and traveling team

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

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

**RETURN THIS FORM TO:**

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

**GARDEN CITY IS MY TOWN TOO!**

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

NAME: Stephanie Cahill HOME PHONE: 620-805-1516

ADDRESS: 1521 Harvest Ln WORK PHONE: 620-271-7400

E-MAIL ADDRESS: scahill2@cox.net

OCCUPATION (if employed): Executive Secretary

PLACE OF EMPLOYMENT: Genesis Family Health

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 14 years

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

I enjoy working with people and would like the opportunity to play a positive roll in our community's continued growth.

OTHER APPLICABLE EXPERIENCE: \_\_\_\_\_

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

Airport Advisory Board

Alcohol Fund Advisory Committee

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority

Parks & Tree Board

Planning Commission

Police/Citizen Board

Public Utilities Advisory Board

Recreation Commission

Traffic Advisory Committee

Zoning Board of Appeals

**RETURN THIS FORM TO:**

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

**GARDEN CITY IS MY TOWN TOO!**

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

NAME: Patricia Allen HOME PHONE: 620-271-2404

ADDRESS: 731 Amy Garden City WORK PHONE: 620-765-5370  
KS 67846

E-MAIL ADDRESS: patricia.allen@worthingtonindustries.com

OCCUPATION (if employed): Accountant

PLACE OF EMPLOYMENT: Worthington Industries, Inc.

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

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

OTHER APPLICABLE EXPERIENCE: See Attached sheet

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

Airport Advisory Board

Alcohol Fund Advisory Committee

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority

Parks & Tree Board

Planning Commission

Police/Citizen Board

Public Utilities Advisory Board

Recreation Commission

Traffic Advisory Committee

Zoning Board of Appeals

**RETURN THIS FORM TO:**

City Manager's Office – Attn: Celyn  
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Garden City, KS 67846-0998

Describe why you are interested in serving on a board/commission:

First, I would like to give back to the community. My family has participated in various Recreation Commission activities thru the years. I am an active member of Wellness Center/Core Fitness for the last 6 years. Fitness is an area that I have a personal interest in. Second, my knowledge of finance/accounting would be an asset to the Recreation Commission board due the recent scrutiny. Lastly, I believe it is going to take a team effort to turn the Recreation Commission back to a healthy, productive, positive entity and I would like to take on that challenge.

Other Applicable Experience:

I have served on the Beef Empire Days Rodeo Committee board. I was also the Treasurer for GCHS basketball teams during my daughter's tenure at the high school. I have over 20 years accounting experience.

# Consent Agenda



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** September 20, 2016  
**RE:** GC2016-46 Replat of JJ's Addition

---

### **ISSUE:**

The Governing Body is asked to consider and approve the Replat of J.J.'s Addition.

### **BACKGROUND:**

At the request of Tommy's Tobacco LLC and Quang Nguyen, the Governing Body is asked to review and consider the Replat of J.J.'s Addition. The replat was presented at plat review on Wednesday, July 6<sup>th</sup>, and all major concerns were addressed.

The replat will create two new lots of approximately 2.5 acres +/- (Lot 1) and 0.4 acres +/- (Lot 2). The parcel is currently zoned "C-2" General Commercial District and its current use is commercial. There is currently an existing building on Lot 1 and an existing building on Lot 2. Tommy's Tobacco LLC is in the process of remodeling the building on Lot 2 for a U Pump-It gas station. The applicants are requesting a replat to allow for a larger fuel canopy to be built on Lot 2. Any construction on Lot 2 must meet the requirements of the "C-2" General Commercial District.

There is an existing ten (10) foot public utility easement along the west property line of Lot 1. The replat is being presented to the Governing Body due to dedications. The applicant is proposing to dedicate the following:

1. A ten (10) foot public utility easement on the north, east, and south property lines of Lot 1 and the east and south property lines of Lot 2.
2. A five (5) foot public utility easement from the north property line of Lot 1 to the northeast portion of the building on Lot 1 for an existing electric main and transformer.
3. A five (5) foot public utility easement from the west property line of Lot 1 to the west side of the building on Lot 1 for an existing electric main.

It appears that the gas meter on the north side of the building on Lot 2 crosses over onto Lot 1. The Surveyor has included a note on the plat saying all utility mains and services crossing the platted Lots 1 and 2 are covered by five (5) foot utility easements upon approval of the replat.

### **ALTERNATIVES:**

The Governing Body may:

1. Approve the replat
2. Not approve the replat

### **RECOMMENDATION:**

Staff Recommendation: Staff recommends approval of the replat.

Planning Commission Recommendation: The Planning Commission recommended approval of

the Replat of JJ's Addition.

Members present-7

Yea Vote- 7

Nay vote- 0

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

| Description                  | Upload Date | Type            |
|------------------------------|-------------|-----------------|
| Plat, VicinityMap & Pictures | 9/6/2016    | Backup Material |
| Minutes August 18, 2016      | 9/6/2016    | Backup Material |



NEIGHBORHOOD &  
DEVELOPMENT  
SERVICES  
SERVING  
GARDEN CITY  
HOLCOMB  
AND  
FINNEYCOUNTY

620-276-1170

INSPECTIONS

620-276-1120

CODE COMPLIANCE

620-276-1120

PLANNING AND  
ZONING

620-276-1170

CITY ADMINISTRATIVE

CENTER

301 N. 8<sup>TH</sup>

P.O. Box 998

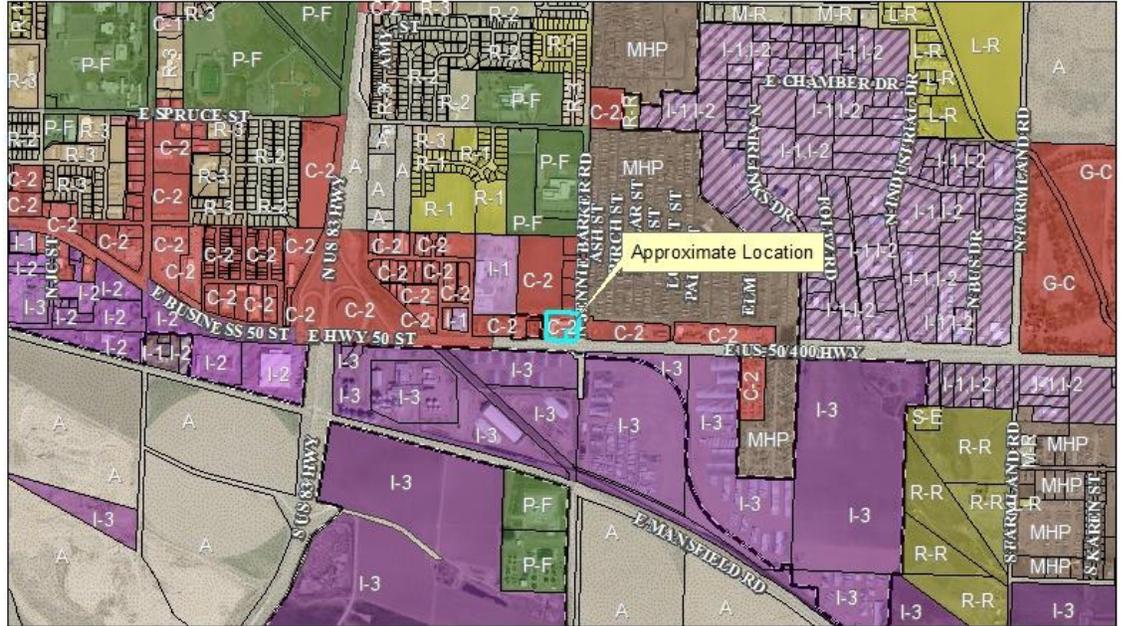
GARDEN CITY, KS

67846-0998

620.276.1170

FAX 620.276.1173

[www.garden-city.org](http://www.garden-city.org)



Case Number: GC2016-46  
Applicant: Tommy's Tobacco LLC & Quang Nguyen  
Address: 105 & 107 N Jennie Barker Rd  
Request: Replat of J.J.'s Addition







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Figure 1. View of the building on Lot 2 looking south.



Figure 2. View of property looking west.



Figure 3. View of property looking southwest.



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Figure 4. View of property looking north.



Figure 5. View of adjacent property looking east.



Figure 6. View of adjacent property looking south.

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA  
PLANNING COMMISSION

August 18, 2016

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, August 18, 2016 in the City Commission Chambers at the City of Garden City Administrative Center located at 301 North 8<sup>th</sup> Street, Garden City, Kansas.

**I. CALL TO ORDER**

Chairman Lopez called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Chairman Lopez, Member Stewart, Member Hitz, Member Gigot, Member Schneider, Member Law and Member Howard. Also present were Secretary Kentner, Staff Davidson, Staff Betts and Staff Thibault.

**II. APPROVAL OF MINUTES- July 21, 2016**

Member Howard makes motion to approve the minutes from July 21, 2016. Member Schneider seconds the motion. Votes were taken by yeas and nays and recorded as follows:

| Germann     | Hitz | Gigot | Howard | Law | Lopez | Schneider | Schwindt    | Stewart |
|-------------|------|-------|--------|-----|-------|-----------|-------------|---------|
| Not Present | Yea  | Yea   | Yea    | Yea | Yea   | Yea       | Not Present | Yea     |

Motion passed.

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

**IV. SUBMITTAL OF EXHIBITS FOR THE RECORD**

- A. Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended
- B. Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended
- C. Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended
- D. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats
- E. All application files in their entirety including Staff Reports

**NEW BUSINESS**

**GC2016-46 Replat of JJ’s Addition, 105 N Jennie Barker, Quan Duy Nguyen & Tommy’s Tobacco, LLC.**

Staff Thibault reads staff report.

Member Schneider – Will there be any problem with Black Hills (Energy) getting their agreement made?

Secretary Kentner – It’s already done. He added that to the plat as a note so that’s covered.

*MEMBER STEWART MAKES MOTION TO APPROVE THE REPLAT OF JJ’S ADDITION. MEMBER SCHNEIDER SECONDS MOTION.*

Votes were taken by yeas and nays and recorded as follows:

| Germann     | Hitz | Gigot | Howard | Law | Lopez | Schneider | Schwindt    | Stewart |
|-------------|------|-------|--------|-----|-------|-----------|-------------|---------|
| Not Present | Yea  | Yea   | Yea    | Yea | Yea   | Yea       | Not Present | Yea     |

*Meeting adjourned at approximately 10:38 am.*

---

Mario Lopez  
Vicki Germann

Chairman  
Vice-Chairman

---

Kaleb Kentner  
Carol Davidson  
Mackenzie Thibault  
Colin Betts  
Amelia Croteau

Secretary



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Rachelle Powell, Director of Aviation  
**DATE:** September 20, 2016  
**RE:** Regency Autogroup d/ba/ Dollar Car Rental Lease

---

### **ISSUE:**

The Governing Body is asked to consider and approve the Lease Agreement between Regency Autogroup, Inc., (d/b/a Dollar Car Rental) and the City of Garden City for lease of space located at Garden City Regional Airport.

### **BACKGROUND:**

Regency Autogroup, Inc., (d/b/a Dollar Car Rental) desires to share the office/counter space at Garden City Regional Airport with Regency Autogroup, Inc., (d/b/a Thrifty Car Rental), to conduct a motor vehicle rental business. The lease agreement is similar to the other (three) motor vehicle rental businesses operating at the airport. The rent only includes a fee per vehicle rented as the office/ticket counter fees are paid by Regency Autogroup, Inc., (d/b/a Thrifty Car Rental).

The Airport Advisory Board reviewed the lease during the September 8, 2016 meeting and recommended City Commission approval.

### **ALTERNATIVES:**

1. Governing Body approval of the Lease Agreement between Regency Autogroup, Inc., (d/b/a Dollar Car Rental) and the City of Garden City for lease of space located at Garden City Regional Airport.
2. Governing Body denial of the Lease Agreement between Regency Autogroup, Inc., (d/b/a Dollar Car Rental) and the City of Garden City for lease space located at Garden City Regional Airport.
3. Governing Body recommendation to staff.

### **RECOMMENDATION:**

Staff recommends Governing Body approval of the Lease Agreement between Regency Autogroup, Inc., (d/b/a Dollar Car Rental) and the City of Garden City for lease of space located at Garden City Regional Airport.

### **FISCAL NOTE:**

Tenant shall pay to City as annual rent for the Leased Premises the following:

- (a) Fee Per Vehicle Rental—\$2.50

### **ATTACHMENTS:**

| Description                                     | Upload Date | Type            |
|---|-------------|-----------------|
| Regency Autogroup d/ba/ Dollar Car Rental Lease | 9/13/2016   | Backup Material |

## VEHICLE RENTAL LEASE AGREEMENT

THIS VEHICLE RENTAL LEASE AGREEMENT (Agreement), made this \_\_\_ day of September, 2016, between **CITY OF GARDEN CITY, KANSAS**, a municipal corporation, hereinafter referred to as "City" and **REGENCY AUTOGROUP, INC.** (d/b/a Dollar Car Rental), a Kansas corporation, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, City owns and operates the Garden City Regional Airport (GCRA), Garden City, Finney County, Kansas; and

WHEREAS, Tenant desires to lease from City, office/counter space at the GCRA, to conduct a Dollar Car Rental motor vehicle rental business; and

WHEREAS, City and Tenant desire to enter into a written agreement setting forth the terms and conditions of the agreement between the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PREMISES.** City does hereby grant, lease, and rent to Tenant for its use and occupancy, office/counter space located at the GCRA described as follows, and as detailed as the highlighted area in Exhibit A attached hereto and incorporated herein:

Space in the Administrative Building of the GCRA, as depicted on Exhibit A (Leased Premises).

Tenant has inspected the Leased Premises and by execution of this Agreement accepts the Leased Premises in its present condition

2. **TERM.** The term of this Agreement shall be for a period of three (3) years, to commence on October 1, 2016, and end on September 30, 2019. At the end of the original term, the term shall automatically renew each year for a new one (1) year term, for a maximum of five (5) annual terms, unless either party gives the other party written notice of intent to terminate this Agreement not less than sixty (60) days prior to the end of the then current term.

3. **RENT.** Tenant shall pay to City as annual rent for the Leased Premises the following:

(a) Fee Per Vehicle Rental — \$2.50

(b) Office/Counter Space — No office/counter space rent will be due from Tenant for the reason Tenant pays office/counter space rent pursuant to a Vehicle Rental Lease Agreement for Thrifty Car Rental. If the Thrifty Car Rental Lease is terminated, Tenant shall pay the then current rental amount for office/counter space for this Agreement.

In addition to rent for any office/counter space, Tenant shall also pay City the designated fee for each vehicle rented during the year at the GCRA, to include vehicles rented at the terminal building and the FBO, at the rate indicated in paragraph 3(a). Tenant shall prepare and deliver to City a written report of the number of vehicles rented for the previous month, by the 20th of each month, with an annual report due prior to the 10th day of March of each year.

All office/counter space rent, if applicable, shall be due and payable on or before the 10th day of March of each year of the term of this Agreement. The fee for each vehicle rented shall be paid by Tenant to City on a quarterly basis as follows: Within twenty (20) days of March 31, June 30, September 30, and December 31. All rent payments shall be made to the GCRA Director of Aviation.

4. **USE OF PREMISES AND COUNTER SPACE.** Tenant intends to use the Leased Premises for the operation of a motor vehicle rental business

5. **DUTIES AND RESPONSIBILITIES OF TENANT.** Tenant 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, safe, and sanitary condition and free of insects, rodents, vermin, and other pests.
- (c) To refrain from performing any act or carrying out any practice which may injure the Leased Premises or any part of the GCRA, or cause any offensive odors, radio interference emission, or loud noise, or to constitute a nuisance to any other tenants, airline passengers, or the general public in the airport terminal.
- (d) To conform to and comply with any and all laws, rules, and regulations which have been heretofore, or which may hereafter be adopted by any governmental authority having jurisdiction, including City, and the GCRA Advisory Board, except City shall not impose upon Tenant any rule or regulation inconsistent with the terms of this Agreement, or state or federal laws.
- (e) To procure and maintain all permits and licenses, pay all charges, fees, and taxes, and give all notices required by law.

The parties acknowledge and agree that if Tenant fails or neglects to perform or observe any of Tenant'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.

6. **MAINTENANCE.** City shall be responsible for all necessary maintenance and repairs to the improvements and buildings on the Leased Premises; provided, however, Tenant shall be responsible for any repairs or maintenance required due to the negligence of Tenant, its employees, agents, or customers.

7. **UTILITIES.** City shall pay all utility charges in connection with the Leased Premises, including gas, electricity, and water. Tenant shall pay all telephone service, cable TV and internet charges, as applicable.

8. **ALTERATIONS.** Tenant shall not make any material or substantial alterations or additions to the Leased Premises without the prior written consent of City. All installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of City and shall remain upon, and be surrendered with, the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement.

9. **AGE AND NUMBER OF RENTAL VEHICLES.** Tenant agrees that by July 1st of each year, at least twenty-five percent (25%) of all vehicles offered for rental shall be of the current model year with the remaining seventy-five percent (75%) no older than the previous three (3) model years. Tenant further agrees to have at least one (1) vehicle available for rental at all times, subject to unexpected or unusually busy mid-week periods.

10. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against personal property owned by Tenant and located on the Leased Premises. The parties acknowledge that the Leased Premises is exempt from ad valorem taxes at the present time since it is owned by City, however, the parties agree that should City be compelled at a later date to pay ad valorem taxes on the Leased Premises, that such taxes shall be assessed to and paid by Tenant on a pro-rata basis as determined by the square footage leased by Tenant compared to the total square footage of the real property subject to ad valorem taxes.

11. **INSURANCE.** Tenant agrees to procure and maintain a comprehensive liability insurance policy covering bodily injury and property damage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence, with City named as an additional insured. Tenant shall also maintain workers' compensation insurance for its employees and agents as required by Kansas law. Tenant acknowledges and agrees that it, its agents or employees are not employees of City. Tenant shall annually provide proof of required insurance to City, or at any time requested by City. In addition, Tenant shall immediately notify City of any cancellation of required insurance and Tenant shall require its insurance carriers to mail notices of cancellation to City.

12. **CASUALTY INSURANCE.** City agrees to keep the building where the Leased Premises are located insured against loss or damage caused by fire or other casualties. City shall not insure any property owned by Tenant, and Tenant shall not be a loss payee on any insurance policy maintained by City. Tenant shall be responsible for insuring its personal property located on the Leased Premises.

13. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless City from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, its agents, employees, or customers. Tenant shall be responsible for any and all damages to the GCRA or the Leased Premises, caused by the negligence, acts or omissions of Tenant, or Tenant's agents, employees or customers. City shall keep, protect, indemnify and hold Tenant harmless from any loss, claim, judgment, or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use and ownership of the GCRA by City, and the acts or omissions of its employees, agents, or elected officials.

14. **LIENS AND ENCUMBRANCES.** Tenant covenants and 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 Tenant's request or by Tenant's authority.

15. **DAMAGE BY FIRE OR OTHER CASUALTY.** Tenant shall use every precaution against fire and shall, in case of fire or other casualty for which Tenant is not under an obligation to repair, immediately notify City, who shall, unless the Leased Premises be so damaged that City shall decide not to repair or rebuild, thereupon cause the damage to be promptly repaired. If the Leased Premises are so destroyed or damaged so that City decides not to repair or rebuild, either temporarily or permanently, then the term of this Agreement shall cease as of the date upon which the casualty occurred, with no further obligation of either party hereunder to recognize this Agreement. If City decides to rebuild or repair, then the rent during the

restoration period shall abate in proportion and to the extent the Leased Premises had been rendered untenable by said casualty.

16. **RIGHT TO INSPECT.** City hereby reserves, and Tenant 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, with 24 hours advance notice, for the purpose of inspecting the Leased Premises, exhibiting the same to a prospective purchaser or lessee, or otherwise.

17. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration of the term of this Agreement without having executed a new written Agreement with City, except in the case of an automatic annual renewal, as set forth in paragraph 2 hereof, for which no notice or new agreement is required, such holding over shall not constitute a renewal or extension of this Agreement. City may, at its option, elect to treat Tenant as one who has not been removed at the end of term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation. In the alternative, City may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

18. **SURRENDER AND TERMINATION.** Subject to the holding over period provided in paragraph 17 above, upon expiration of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to City, broom-clean and in as good condition or repair as the same were at the inception of this Agreement, reasonable depreciation, damages from the elements and wear and tear excepted, including, but not limited to, the obligation to repair any and all damages caused by Tenant's removal of any trade fixtures or equipment installed by Tenant during the term hereof.

19. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rent specified in paragraph 3 above, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from City to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for ten (10) days after written notice to Tenant from City, or such additional reasonable time as may be necessary to remedy such failure or neglect, acting diligently, City at any time thereafter, by written notice to Tenant, 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 Tenant's expense, any of Tenant's property left remaining in or upon the Leased Premises. In addition, Tenant shall remain and continue to be liable to City in a sum equal to all fixed and additional rent herein reserved for the balance of the term herein originally granted, subject to the City's duty to mitigate damages. City shall have the right to pursue all available remedies allowed by law, should Tenant be in default.

20. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign, sublet, or transfer this Agreement or any rights granted to Tenant herein, nor shall Tenant sell or convey this Agreement or any right herein, without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed.

21. **SIGNS.** Tenant shall have the right to install signs to the Leased Premises, either outside or inside, provided however, that no sign shall be installed without first obtaining written authorization from City. All signs and displays must be designed in such a fashion that they do not cause material damage to the

Leased Premises. At the termination of this Agreement, all signs must be removed and all holes and damages from installing and removing signs must be repaired at Tenant's expense. All signs and displays must conform with applicable ordinances of City.

22. **NONEXCLUSIVE RIGHT.** It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303.

23. **NONDISCRIMINATION.**

- (a) Tenant, as part of the consideration hereof, for itself, its personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.
- (b) In the event that Tenant should breach any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises, and hold the same as if this Agreement had never been made or issued.
- (c) This Agreement shall be subordinate to the provisions of any existing and future agreements between City and the United States of America, the State of Kansas, and the City of Garden City, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

24. **ACCESSIBILITY FOR HANDICAPPED.** City will be responsible for any alterations and/or construction within the Leased Premises, which may be mandated by the Americans with Disabilities Act of 1990, 42 U.S.C.S. § 12101, et seq, as amended.

25. **OBSTRUCTIONS.** City reserves the right to take any action it may deem necessary to protect aerial approaches of the GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of City, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and its successors and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the GCRA which it may desire to undertake, and for which it has received City's prior written approval.

26. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that it will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

27. **STRICT COMPLIANCE WITH LAWS.** Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, City, the GCRA Director of Aviation, the GCRA Advisory Board, or any other governmental agency or entity having jurisdiction over the GCRA.

28. **ENVIRONMENTAL LAWS.** Tenant shall obey all applicable local, state and federal laws, ordinances and regulations relating to the safety, preservation or protection of human health and the environment and the handling, treatment, transportation, or disposal of waste. Tenant shall not maintain any underground fuel or oil storage tanks on or about the Leased Premises. Tenant shall be responsible for the cleanup of any spills of fuel, chemicals or other hazardous materials caused by Tenant's use and occupancy of the Leased Premises. Tenant shall indemnify City against damages related to any adverse environmental condition arising on or about the Leased Premises caused by the acts or negligence of Tenant, its employees or designees.

29. **RELEASE AND SUBROGATION.** City and Tenant each waive any right to recover against the other for damage to the GCRA or the Leased Premises or any part thereof or any property thereon, but only to the extent that such damage is covered by insurance actually carried or required to be carried by either City or Tenant. This provision is intended to waive fully, and for the benefit of each party, any rights and claims which might give rise to a right of subrogation in any insurance carrier.

30. **QUIET ENJOYMENT.** City covenants and agrees with Tenant that upon Tenant paying the rents and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder (subject to applicable grace or cure periods), Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises without hindrance or molestation from City or any persons lawfully claiming through City.

31. **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: Director of Aviation - Garden City Regional Airport  
2225 South Air Service Road, Suite 112  
Garden City, Kansas 67846

(2) If to Tenant: Shawn L. Audrain, President  
Regency AutoGroup, Inc.  
1719 East Fulton  
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.

Vehicle Rental Lease Agreement

- (b) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns.
- (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

\_\_\_\_\_  
Date

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

ATTEST:

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

REGENCY AUTOGROUP, INC.  
d/b/a DOLLAR CAR RENTAL

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Shawn L. Audrain President

ATTEST:

\_\_\_\_\_  
Secretary

21010-1E 7/7/13

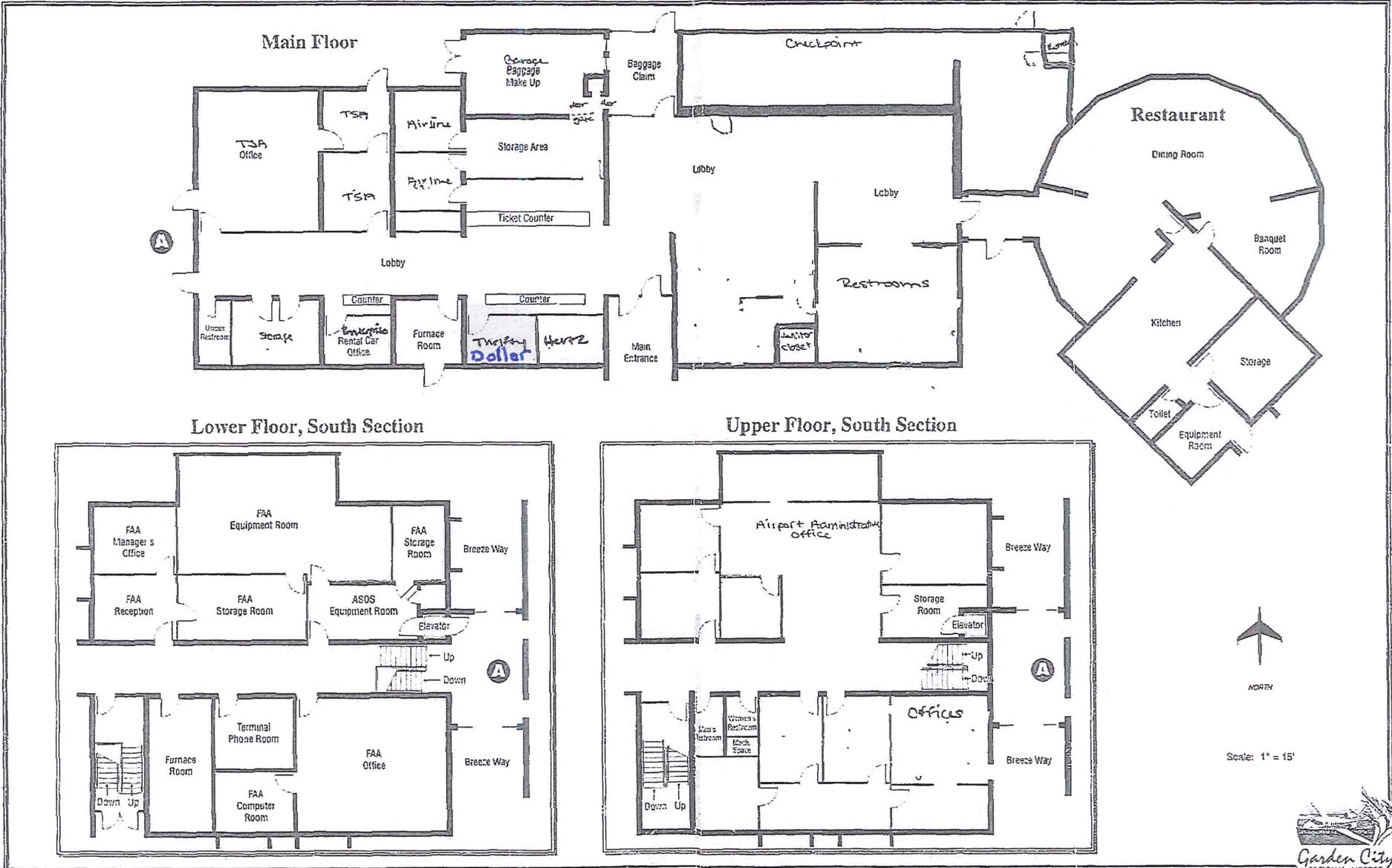


Exhibit 1E  
TERMINAL BUILDING LAYOUT

EXHIBIT A



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Steve Cottrell, Assistant to the City Manager  
**DATE:** September 20, 2016  
**RE:** KDOT Agreement for Transload Project Rail Grant

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### **ISSUE:**

The Governing Body is asked to consider and approve an Agreement with KDOT for the Transload Facility State Rail Service Improvement grant for construction of a new rail siding.

### **BACKGROUND:**

The Governing Body authorized the application for the Transload Facility State Rail Service Improvement Fund for the new siding on August 2nd. Since that time, ASM Engineering Consultants, under contract to TP&L, have prepared the plans for the siding and the City has advertised the project for bids. Award of a construction contract is also on the agenda for this meeting.

KDOT has provided Agreement No. 363-16, for Project No 28 RF-0050-01, for City approval. The agreement is in standard KDOT format, and has been reviewed by City Counselor Grisell.

### **ALTERNATIVES:**

1. Approve of the KDOT Agreement No. 363-16.
2. Defer action to a later date.

### **RECOMMENDATION:**

Staff recommends approval of the Transload Facility Agreement No. 363-16 with KDOT.

### **FISCAL NOTE:**

There will be no cost to the City for the rail siding grant. The City will use line item 008-17-000-6025.01 to make initial payments and request reimbursement from KDOT and or TP&L. TP&L will also pay all costs exceeding the grant amount.

### **ATTACHMENTS:**

| Description              | Upload Date | Type            |
|--------------------------|-------------|-----------------|
| KDOT agreement No 363-16 | 9/16/2016   | Backup Material |

PROJECT NO. 28 RF-0050-01  
TRANSLOAD FACILITY  
GARDEN CITY, KANSAS

## AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Garden City, Kansas** (the “Recipient”), **collectively**, the “Parties.”

### RECITALS:

- A. The Recipient is a qualified entity as that term is defined in K.S.A. § 75-5048(h) and K.A.R. § 36-39-2.
- B. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements pursuant to which the Secretary makes loans or grants to the Recipient for the purpose of facilitating the financing, acquisition, or rehabilitation of railroads and rolling stock in the State of Kansas.
- C. The Recipient desires to construct rail improvements to benefit economic development, improve safety, improve rail transportation efficiency, and/or other lawful purposes.
- D. As set forth in this Agreement, work on the rail improvement project is required to be done in accordance with the laws of Kansas.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

### ARTICLE I

**DEFINITIONS:** The following terms as used in this Agreement shall have the following meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“AREMA”** means the American Railway Engineering and Maintenance of Way Association.
3. **“Collateral”** means any rail line for which the Secretary facilitated the financing, acquisition, or rehabilitation pursuant to this Agreement, including rail, ties, ballast, and other track materials on the railroad line from **Mile post 397.0 in Garden City, Kansas to Mile post 398.0 in Garden City, Kansas**, which is, has been, and/or will be financed, acquired, and/or rehabilitated.
4. **“Construction”** means the work done on the Project after Notice to Proceed, consisting of building, altering, repairing, rehabilitating, improving or demolishing any track structure or rail line; any drainage, dredging, excavation, grading or similar work upon real property; and dirt work, grading, rail spur construction, and rail switch installation.

5. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
6. **“Construction Engineering”** means inspection services, materials testing, engineering consultation and other reengineering activities requested during Construction of the Project.
7. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
9. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
11. **“EPA”** means the Environmental Protection Agency.
12. **“Force Majeure Event”** means any event or cause beyond reasonable control, and not due to negligence, that could not have been avoided by due diligence and includes the following: (a) unusually severe weather conditions such as drought, flood, tornado, lightning, washout, extreme heat, extreme cold, earthquake, and other such acts of God; (b) sabotage, riot, fire, civil disturbance, epidemic, casualty, explosion, terrorism and war; (c) strikes, work stoppages, wage scale changes, and other similar labor events; (d) organized, institutional, or community opposition to the Project, including organized, institutional, or community opposition to the issuance of any Project related governmental authorization or other similar right or entitlement; (e) any denial, suspension or withdrawal of any Project-related governmental authorization or other similar right or entitlement (except as the direct result of the negligence of a private company); (f) unavailability of the necessary materials in a commercially reasonable manner; (g) existence of Indian relics or artifacts; and (h) changes following the date of this Agreement in any federal, state or local laws, rules, regulations or codes, or the interpretation thereof.
13. **“FRA”** means the Federal Rail Administration.
14. **“FRA Qualified Personnel”** means the qualified person(s), who is independent of and not employed by the Recipient or the Contractor, and qualified under 49 CFR 213.7 to inspect the rail improvement and rehabilitation portions of the Construction.
15. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (a) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (b) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program

Approval; Final Rules; (c) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (d) K.S.A. 65-3430 *et seq.*, Hazardous Waste.

16. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603.

17. **“KDOT Project Monitor”** means the KDOT employee of the Rail and Freight Unit designated by the Secretary to monitor progress of the Project.

18. **“Letting or Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.

19. **“Maximum State Share”** means three-million dollars (**\$3,000,000.00**), which represents the total amount the Secretary will contribute towards the Project Cost and will be in the form of a reimbursable grant payable to the Recipient.

20. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.

21. **“Notice of Acceptance”** means, with regard to the Project, a written notification from the Secretary that the Secretary has received certification from the Recipient, as well as any other certifications required in this Agreement, that the Project has been completed in compliance with the Design Plans, specifications, and applicable standards and that the Secretary accepts the Construction of the Project as completed in accordance with the requirements of this Agreement.

22. **“Notice to Proceed”** means a written notification from the Secretary that the Recipient is authorized to proceed with the Project.

23. **“Participating Costs”** means expenditures for items or services which are an integral part of the Construction of the Project, as reasonably determined by the Secretary.

24. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.

25. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

26. **“Project”** means the construction endeavor undertaken by the Recipient as authorized pursuant to K.S.A. § 75-5048 and **KDOT Project No. RF-0050-01 to rehabilitate, construct, and/or improve certain rail line segments from mile post 397.0 in Garden City, Kansas to mile post 398.0 in Garden City, Kansas and construct new rail yard at the Garden City Transload Facility**, which is the subject of this Agreement.

27. **“Project Completion Date”** means twelve (12) months after the date of the Notice to Proceed—the date by which the Recipient shall complete the Project as required by this Agreement.

28. **“Project Cost”** means **\$5,442,778.00**, which represents the total estimated cost of the Project for the rehabilitation, construction or improvement of certain railroads and/or rolling stock as set forth in this

Agreement. The Project Cost is noted on the Approved Materials List, which is attached to this Agreement as **Exhibit 1** and is hereby incorporated in this Agreement.

29. **“Rail and Freight Unit”** means the business section within the Kansas Department of Transportation primarily responsible for overseeing compliance of this Agreement, which is contacted by notice to John Maddox, Rail/Freight Manager, KDOT, 700 SW Harrison Street, Topeka, KS 66603.

30. **“Rail Materials”** means new rail ties, rail, rail switches, top ballast, and other materials which are required for the Project and meet the specifications for such materials as set forth in the Design Plans or materials specifications in the Approved Materials List, **Exhibit 1**.

31. **“Recipient”** means the **City of Garden City, Kansas**, with its principal place of business located at **301 N 8<sup>th</sup> Street, Garden City, Kansas 67846**.

32. **“Responsible Bidder”** means one who makes an offer to construct the Project or supply Rail Materials, in response to a request for bids, and who has the technical capability, financial capacity, human resources, equipment, materials, and performance record required to perform the contractual services.

33. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

34. **“RSIF”** means the rail service improvement fund established in the Kansas State Treasury pursuant to K.S.A. § 75-5048(c) for the purpose of facilitating the financing, acquisition, and rehabilitation of railroads and rolling stock in the State of Kansas.

35. **“Secretary”** means the Secretary of the Kansas Department of Transportation and his or her successors or assigns.

36. **“Security Interest”** means the interest in the Collateral granted by the Recipient to the Secretary under this Agreement.

37. **“STB”** means the Surface Transportation Board.

38. **“Transload Facility”** means the rail to truck and truck to rail transportation facility in Garden City, Kansas.

39. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

## ARTICLE II

### THE SECRETARY'S RESPONSIBILITIES:

1. **Financial Assistance.**

- (a) **Reimbursable Grant.** As set forth in this Agreement, the Secretary shall provide financial assistance to the Recipient for this Project. One hundred percent (100%) of the financial assistance will be in the form of a reimbursable grant not to exceed **\$3,000,000.00** (the Maximum State Share).
- (b) **Condition of Available Funding.** In any event, the Secretary shall only be obligated to provide financing pursuant to this Agreement to the extent State of Kansas funds are appropriated to the Secretary and available for use.

## ARTICLE III

### THE RECIPIENT'S RESPONSIBILITIES:

- 1. **Legal Authority.** The Recipient shall furnish a certificate or resolution or evidence of authority for the representative signing this Agreement on behalf of the Recipient; and take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement. The Secretary shall have no obligations under this Agreement until receipt of said list and resolution or certificate.
- 2. **Financial Obligation.** The Recipient will be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed the Maximum State Share. The Recipient further agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way acquisition and Utility adjustments for the Project. The Recipient shall also pay for any Non-Participating Costs for the Project.
- 3. **Costs Incurred Prior to Funding.** The Recipient shall be responsible for one hundred percent (100%) of costs incurred by the Recipient for any portion of the Project prior to issuance of the Notice to Proceed.
- 4. **Design and Specifications.**
  - (a) **Design Standards.** The Recipient shall make, contract to have made, or utilize existing Design Plans for the Project that conform to state and federal design criteria appropriate for the Project, including without limitation applicable FRA Class II standards and specifications, the applicable AREMA standards, and for construction of grade crossings KDOT's current edition of "Standard Specifications for State Road and Bridge Construction." If the Recipient's Design Plans cover Construction of railroad trackage, then the portion of the Design Plans covering such Construction shall provide for railroad trackage, which at a minimum satisfies FRA Track Safety Class II level requirements sufficient to allow train speeds of ten (10) miles per hour.
  - (b) **Adequacy of Design.** The Recipient shall require a licensed professional engineer, as well as any Consultant, to attest to the conformity of the Design Plans to the Project. The

Recipient, and any Consultant retained by the Recipient, shall have the sole responsibility for the adequacy and accuracy of the Design Plans. In reviewing the Design Plans, the Secretary shall have no responsibility to verify and makes no representation and/or warranty, whether express or implied, regarding the Design Plans' adequacy, accuracy, and/or conformity to the Project, and any such review is expressly done for the benefit of the Secretary and not the Recipient and/or the Consultant.

5. **Competitive Bidding; Administration by the Recipient.**

- (a) **Procurement of Rail Materials Performed by Recipient.** The Recipient shall request bids for the Rail Materials, unless the Rail Materials are included in a bid for the Construction of the Project which is subject to the competitive bidding requirements of Article III, paragraph 5(b). For any Rail Materials to be competitively bid, the Recipient shall submit to the Secretary a proposed request for bids notice. The Secretary will determine, in the Secretary's sole discretion, whether to approve the proposed notice or require the Recipient to revise the proposed notice. After the Secretary provides written approval of a proposed notice, the Recipient shall publish the notice requesting bids for the Rail Materials in the Kansas Register on two consecutive weeks and shall forward all bids received pursuant to the request to the Secretary. The Recipient shall award each contract for the Rail Materials to the lowest Responsible Bidder following the Secretary's consideration of the bids and concurrence in each award. The Recipient further agrees to ensure the Rail Materials are used for the Project in accordance with the Design Plans or materials specifications.
- (b) **Letting of Construction Performed by Contractor.** The Recipient shall Let each contract for each portion of the Construction in which a Contractor will be hired to perform the Construction. For each contract to be Let, the Recipient shall submit to the Secretary a proposed Letting notice. The Secretary will determine, in the Secretary's sole discretion, whether to approve the proposed notice or require the Recipient to revise the proposed notice. After the Secretary provides written approval of a proposed notice, the Recipient shall publish the notice of Letting in the Kansas Register on two consecutive weeks and shall forward all bids received pursuant to the request to the Secretary. The Recipient shall award each contract to the lowest Responsible Bidder following the Secretary's consideration of the bids and concurrence in each award. The Recipient further agrees to administer the Construction of the Project in accordance with the final Design Plans or materials specifications.
- (c) **Administration of Payments.** The Recipient shall administer the payments due the Contractor and/or for the Rail Materials, including the portion of the cost borne by the Secretary. All Construction Contingency Items must be approved by the Secretary

6. **Performance Bond.** The Recipient agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

7. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the Recipient will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives, employees, and agents from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's agents, employees, Contractors, subcontractors, or Consultants.

8. **Indemnification by Contractors.** The Recipient agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the Recipient from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor’s agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the Recipient defends a third party’s claim, the Contractor shall indemnify the Secretary and the Recipient for damages paid to the third party and all related expenses either the Secretary or the Recipient or both incur in defending the claim.

9. **Hazardous Waste.** The Recipient agrees to the following with regard to Hazardous Waste:

- (a) **Removal of Hazardous Waste.** The Recipient shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the area of the Project. The Recipient shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Recipient will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the EPA, State of Kansas environmental laws and regulations, and city and county standards where the Hazardous Waste is located.
- (b) **Responsibility for Hazardous Waste Remediation Costs.** The Recipient shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the area of the Project which is discovered prior to Letting or during Construction
- (c) **Hazardous Waste Indemnification.** The Recipient shall hold harmless, defend, and indemnify the Secretary, the Secretary’s agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Recipient in undertaking cleanup or remediation for any Hazardous Waste.
- (d) **No Waiver.** By signing this Agreement the Recipient has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the area of the Project. The Recipient reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the area of the Project.

10. **Inspections.** The Recipient shall provide the Construction Engineering for the Project in accordance with the final Design Plans and consistent with the following:

- (a) **By the Recipient’s Personnel.** The Recipient’s personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the Recipient to inspect the Project, in which case the Recipient shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.
- (b) **By a Consultant.** If the Recipient does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The

Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FRA and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

11. **Corrective Work.** Representatives of the Secretary may make periodic reviews of the Project and the records of the Recipient as may be deemed necessary or desirable. The Recipient will direct or cause its Contractor to accomplish any corrective action or work required by the Secretary's representative as requested and will require the Contractor to complete such corrective work as quickly as commercially practicable. The Secretary does not undertake (for the benefit of the Recipient, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions or deviations from the final Design Plans.
  
12. **Audit.** The Recipient shall maintain its books, records, documents and other evidence pertaining to all costs and expenses incurred in such detail as will properly reflect all net costs, labor, materials, equipment, supplies, services, and other costs and expenses of whatever nature for this Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.
  
13. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the Recipient shall require the Contractor to provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Recipient and/or the Contractor to any party outside of the Secretary and all costs incurred by the Recipient and/or the Contractor not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.
  
14. **Cancellation of Project.** If the Recipient cancels the Project, the Recipient shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The Recipient agrees to reimburse the Secretary within thirty (30) days after receipt by the Recipient of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.
  
15. **Project Completion Date and Project Costs.** The Recipient will make reasonable efforts to complete the Project, as required by this Agreement, by the Project Completion Date. Upon written request by the Recipient, the Secretary may issue a written extension of the Project Completion Date if the Project was delayed by a Force Majeure Event beyond the control of the Recipient or for other reasons approved by the Secretary. The Recipient will also make reasonable efforts to complete the Project within the Project Cost, absent extenuating circumstances.
  
16. **Performance Obligations.** The performance obligations set forth below shall apply to the railroad line rehabilitated and/or constructed under this Agreement.
  - (a) **Certification of Operation and Maintenance.** Within thirty (30) days after the first annual anniversary date of issuance of the Notice of Acceptance and every anniversary date thereafter for ten (10) years, the Recipient shall certify to KDOT that (a) the line was continuously operated on as-needed basis, unless performance was not possible due to a Force

Majeure Event; and (b) the track condition has been maintained at FRA Track Safety Class II levels sufficient to allow train speeds of ten (10) miles per hour, except for normal irregularities necessitating slow orders, which are repaired within sixty (60) days and the slow order removed, or an FRA imposed slow order due to the condition of the rail in which case the repairs to eliminate the FRA slow order shall be completed within the time frame allowed by the FRA.

- (b) No Abandonment or Discontinuation of Service. The Recipient agrees that for a period of ten (10) years after the date of issuance of the Notice of Acceptance, it will not (i) seek abandonment of, or discontinuance of, service obligations for the line segments rehabilitated under this Agreement; (ii) list such line segments for Category I abandonment on its STB System Diagram Map; (iii) seek STB exemption to abandon the line segments; and/or (iv) sell or transfer its common carrier obligation for such lines to any other railroad, without the Secretary's prior written consent, which consent will not be unreasonably withheld.
- (c) Level of Operation. From the date of the Notice of Acceptance, the Recipient shall employ commercially reasonable efforts to cause any reduction in the level of operations of the railroad lines rehabilitated or constructed for the Project because of track conditions to be held to a minimum. In addition, any service interruption due to a Force Majeure Event or other events beyond the Recipient's control must be restored as soon as commercially practicable. The obligations of the Recipient to the Secretary under this section shall expire ten (10) years from the date of the Notice of Acceptance.

17. **Remedies Upon Default**. If within a period of ten (10) years from the date of the Notice of Acceptance, the Recipient defaults upon any of its obligations to operate, maintain, and not abandon the lines under Article III, paragraph 16 (unless the Recipient is excused from the performance standards by the Secretary), the Recipient will be obligated to pay to the Secretary the amount of the grant reduced pro rata based on the number of months of the ten-year period that have elapsed following the Notice of Acceptance.

- (a) Notice of Breach and Opportunity to Cure. If the Secretary believes the Recipient is in breach or default of any provisions of this Agreement, the Secretary may give written notice to the Recipient regarding the same. If the Recipient does not correct the breach or default to the reasonable satisfaction of the Secretary within the thirty-day (30 days) period provided in the Secretary's written notice, or other reasonable period that the Secretary allows for the Recipient to cure, then the Secretary may, without further notice, declare the Recipient to be in breach or default of this Agreement.
- (b) Non-exclusive Remedies. Upon failure of the Recipient to repay after default under this Agreement, the Secretary may pursue any remedy available under this Agreement and exercise its Security Interest in the Collateral, as well as any remedy available under local, state, and federal law. Secretary shall retain all equitable remedies that may be available, including but not limited to mandamus and/or specific performance.

18. **Rights in Collateral, Granting of Security Interest, Limitations on Transfer or Subordination.**

- (a) **Ownership.** The Recipient represents and warrants that it has ownership rights and/or the power to transfer rights in the Collateral, including the right to grant a security interest in the Collateral to the Secretary.
- (b) **Grant of Security Interest.** On the Effective Date of this Agreement, the Recipient grants to the Secretary, under K.S.A. 84-9-324, a purchase money security interest in the Collateral and any proceeds from the sale of the Collateral, to secure all of the Recipient's obligations, indebtedness, and liabilities under this Agreement, including but not limited to those contained in Article III, paragraphs 17 and 18. Upon default of an obligation under this Agreement by the Recipient, the Secretary may declare Recipient's obligations under this Agreement immediately due and/or payable and exercise any remedies available to the Secretary, including taking possession of the Collateral. The Recipient acknowledges the Secretary will file a UCC-1 Financing Statement with the Kansas Secretary of State and a Fixture filing with the County Register of Deeds.
- (c) **Transfer, Assign, or Sell.** The Recipient will not transfer, assign or sell its rights in the rail improvements constructed under the Project, including the Collateral, without the consent of the Secretary, which consent shall not be unreasonably withheld. Any transfer shall require the purchaser, assignee or transferee to assume or otherwise be responsible for the Recipient's obligations to the Secretary under this Agreement.
- (d) **No Subordination of Secretary's Interest.** The Recipient shall not grant a security interest in the Collateral, to any party other than the Secretary, remove tracks or other components of the Collateral for salvage, apply to abandon the line, or use or transfer an interest in the improvements constructed under this Project in any manner which subordinates or could have the effect of subordinating the Secretary's security interest in the Collateral.
- (e) **Release.** The Secretary agrees to release the Recipient from the provisions of this Article III, paragraph 18, at the end of ten (10) years after the Notice of Acceptance is issued.

19. **Protective Clothing.** The Recipient will require at a minimum all the Recipient's personnel and all other personnel performing any Construction or related work, such as inspection, on any aspect of the Project to comply with the high visibility apparel requirements of 49 C.F.R. Part 214. If the Recipient executes an agreement for Construction or related work, the agreement shall contain this requirement as a minimum. The Recipient may set additional clothing requirements for adequate visibility of personnel.

**ARTICLE IV**

**SPECIAL PROVISIONS:**

20. **Certifications.**

- (a) **Certification Compliance Determination.** The Recipient represents and warrants that it is in compliance with the required certifications regarding debarment, suspension, ineligibility or voluntary exclusion, indictments, convictions, and civil judgments involving transactions with

any state or federal agency. This certification document is attached as **Exhibit 2** and hereby incorporated in this Agreement.

- (b) **K.S.A. § 46-239(c) Certification.** The Recipient shall certify that it is in compliance with K.S.A. § 46-239(c) by signing the Certification of Compliance attached as **Exhibit 3** and hereby incorporated in this Agreement.

- 21. **Construction Schedule and Progress Reports.** Within thirty (30) days after the Effective Date of this Agreement, the Recipient shall submit to KDOT's Rail and Freight Unit a construction time schedule containing details for completing each phase of Construction of the Project in accordance with the indicated Project Completion Date. The Recipient shall not undertake any Construction until after the Secretary issues the Notice to Proceed. The Recipient shall, within ten (10) days after the end of each month during the Project period in which work is performed, submit written progress reports to KDOT's Rail and Freight Unit. The progress report shall disclose the work performed, the approximate percentage of the total estimated work accomplished during the reporting month, and the approximate percentage of the total work accomplished from commencement of the Project. A schedule of the next month's anticipated work shall also be provided.
- 22. **Performance Measures and Annual Reports.** The Recipient will submit for a period of three (3) years from the Project Notice of Acceptance quarterly Performance Measurement reports to KDOT's Freight and Rail Unit containing details as outlined and in the format contained in **Exhibit 4**. The performance measures shall include: inbound and outbound railcar loads; inbound and outbound truckloads; number of site showings to prospective tenants; and number of new customers to the facility. An Annual Report containing details as outlined in **Exhibit 5** will be submitted in March of each year to KDOT's Freight and Rail Unit for a period of five (5) years following the first full calendar year of operation of the facility.
- 23. **Construction Materials.**
  - (a) **Materials List.** The Recipient shall only purchase materials for the Project listed in **Exhibit 1**. If such materials are not commercially available or otherwise cannot reasonably be obtained, the Recipient may substitute other materials if agreed to in writing by the Secretary, except that only railroad crossties which have never been used in rail construction or for any other purpose may be used. The Recipient is responsible for all costs associated with non-approved materials. The Recipient and/or the Contractor shall only begin work on the Project following a materials review and approval by the KDOT Project Monitor.
  - (b) **Storage of Materials.** The Recipient shall store materials prior to and during Construction in a manner which will ensure preservation of their quality and fitness for the work to be completed. If storage of materials outside the Recipient's Right of Way is necessary, such additional space shall be provided by the Recipient at the Recipient's own expense.
- 24. **Project Supervisor.** The Recipient agrees to provide a qualified supervisor knowledgeable in track structures whose primary responsibility shall be to ensure that the Project is constructed in accordance with this Agreement. The project supervisor shall maintain written records of the quantity of work performed and the materials used, and that also contain sufficient detail to enable verification by the Secretary that the Construction and materials used are in compliance with the specifications for each

applicable item of work. The project supervisor shall also communicate with the KDOT Project Monitor at regular intervals to discuss the progress of the Project.

25. **KDOT Project Monitor.** The KDOT Project Monitor will receive and review certifications provided by the Recipient's FRA Qualified Inspector and keep any records of reviews performed during the Project period. The KDOT Project Monitor will provide the Recipient with access to all review and certification records upon request. The KDOT Project Monitor shall periodically meet and confer with the Recipient's project supervisor to ascertain that the work being performed is in compliance with this Agreement, and shall report any instance of noncompliance or questionable work to the Secretary.
26. **Reimbursement.**
- (a) **Invoices for Actual Costs.** The Secretary shall only issue a payment on invoices, and the Recipient will only submit invoices for reimbursement, which are based on actual costs paid for the Project (including the costs of all Construction Contingency Items) and submitted in accordance with and as provided for in this Agreement.
  - (b) **Invoicing Procedure.** The Recipient shall submit to the Secretary within sixty (60) days of the Recipient's vendor invoice date for each invoice: (i) an original invoice which includes the KDOT Project Number, along with two (2) copies of the original invoice; (ii) an invoice summary; and (iii) a request for reimbursement cover sheet itemizing the expenses incurred on the Project. Each request shall indicate materials paid for by the Recipient, the amount of work performed, and the total value of the work. The request should, to the extent practicable, reflect all expenditures for the period involved identified by line item to be set forth in the Project Cost. Each request shall be issued to the KDOT Project Monitor with an itemized billing on KDOT's Invoice Reimbursement Form (**Exhibit 6**) hereby incorporated in this Agreement) or other document the KDOT Project Monitor approves.
  - (c) **Deductions from Invoices.** The Secretary shall deduct from amounts due the Recipient under this Agreement one hundred percent (100%) of all amounts incurred by the Secretary for review activities related to the Project which are reasonably necessary in determining proper compliance by the Recipient with the terms of this Agreement.
  - (d) **Required Certifications.** Each reimbursement request shall be issued to the Secretary accompanied by the required certifications. Requests for reimbursement will be made in compliance with the Common Rule and OMB Circular A-87.
27. **Processing of Payments and Retainage.** The Secretary will process a voucher to the Kansas Department of Administration for payment to the Recipient within forty-five (45) days of receipt of an itemized billing for seventy percent (70%) of the eligible amount shown on the Project invoices (submitted in accordance with the requirements of this Agreement) less: (a) five percent (5%) retainage; and (b) the amounts incurred by the Secretary for monitoring and review activities. The total of Secretary's payments shall not exceed the Maximum State Share.
28. **Completion.** Upon completion of Construction of the Project, the Recipient shall provide the Secretary with a notification from a third party FRA Qualified Personnel verifying that the Project is in conformity with the Design Plans, applicable FRA Class II track specifications, and applicable AREMA standards.

29. **Notice of Acceptance.** Upon the Secretary’s receipt of the certification from the FRA Qualified Personnel that the Project was completed in compliance with the Design Plans, applicable FRA Class II track specifications and applicable AREMA standards; and if the KDOT Project Monitor’s review verifies that all Construction provided for and contemplated in the Project is found to be complete and in accordance with all of the requirements of this Agreement, the KDOT Project Monitor will deliver to the Recipient the Notice of Acceptance.
30. **Survival of Recipient’s Obligations.** Recipient’s obligations under Article III, sections 13, 16, 17, 18, and 19 and Article IV, section 23, shall survive after Notice of Acceptance has been delivered and/or any termination of the Agreement.
31. **Final Audit.** After issuance of the Notice of Acceptance, the Secretary shall conduct a final audit. If the final audit verifies that all costs, materials, and expenditures meet the requirements of this Agreement, the Secretary will remit within thirty (30) days of the final audit the remaining amount of the retainage, less the amounts incurred by the Secretary for reviewing and auditing as provided above. Any dispute in connection with the final audit shall be referred to the Secretary, or his or her designee, for resolution.
32. **Insurance.** The Recipient will require the Contractor to comply with the following insurance provisions:
- (a) “Commercial General Liability” insurance in an amount of a minimum of \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate for bodily injury and property damage combined, and \$2,000,000.00 aggregate for products and completed operations. At a minimum, the Commercial General Liability Policy shall contain the following coverages:
    - (i) Premises and operations;
    - (ii) XCU (explosion, collapse, and underground hazards);
    - (iii) Products and completed operations; and
    - (iv) Contractual liability (for the Contractor’s indemnification obligations).
  - (b) “Automobile Liability” insurance in an amount at a minimum of \$1,000,000.00 each occurrence for bodily injury and property damage combined and that covers owned, hired, and non-owned vehicles.
  - (c) “Workers’ Compensation” and “Employer’s Liability” insurance that complies with K.S.A. 44-532, related statutes, and amendments thereto.
  - (d) At the KDOT Project Monitor’s request, the Recipient shall provide copies of the Contractor’s insurance policies and certificates of insurance showing the Contractor carries insurance in the amounts and types required and showing the effective and expiration dates of such insurance. The certificates shall provide that the insurance company endeavors to give the Recipient thirty (30) days’ notice of policy cancellation, policy non-renewal, or a material change in the policy.
  - (e) The Recipient shall require the Contractor to obtain insurance only from insurers authorized to transact insurance business in Kansas as an authorized, admitted insurer. For general liability, see K.S.A. 40-214; for automobile liability insurance, see K.S.A. 40-

3101; and for worker compensation insurance, see K.S.A. 44-532. If the Contractor is unable to obtain an admitted insurer under K.S.A. 40-214, the Recipient shall request the Secretary's permission to allow the Contractor to use a non-admitted insurer authorized to write excess surplus lines coverage under K.S.A. 40-246e. In such cases, the Contractor must be prepared to demonstrate to the Secretary and Kansas Insurance Commission why the Contractor was unable to use an admitted carrier as required by State statute. The Recipient shall require the Contractor to use only forms that the Kansas Insurance Commission has approved unless the Secretary has given permission to use a non-admitted insurer under K.S.A. 40-246e. The Contractor must include any endorsements that the Kansas Insurance Commission requires.

- (f) The insurance obligations required pursuant to this Agreement shall expire for the Recipient on the date of the Secretary's Notice of Acceptance for the Project.

## ARTICLE V

### GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans and any other exhibits and special attachments are by this reference made a part of this Agreement.
2. **Compliance with Federal and State Laws.** The Parties agree to comply with all state and federal laws and regulations applicable to the Project. The Recipient represents and warrants that any Contractor and/or Consultant performing any services on the Project will also comply with all state and federal laws and regulations applicable to the Project.
3. **Cash Basis and Kansas Budget Laws.** Nothing in this Agreement is intended to violate the provisions of the Kansas Cash Basis Law (K.S.A. 10-1100 *et seq.*) and the Kansas Budget Law (K.S.A. 79-2935 *et seq.*) and at all times should be construed and interpreted so as to ensure that the Recipient is at all times in compliance with such laws.
4. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and hereby incorporated in this Agreement.
5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
6. **Application for Funds.** The attached Application for Railroad Rehabilitation Funds is attached and hereby incorporated in this Agreement.
7. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.
8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. **Entire Agreement.** This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

10. **Notices.** Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary:

Rail and Freight Unit, John Maddox  
Kansas Department of Transportation  
Dwight D. Eisenhower State Office Building  
700 SW Harrison Street  
Topeka, Kansas 66603-3754

The Recipient:

Steve Cottrell, Assistance to the City Manager  
City of Garden City  
301 N. 8<sup>th</sup> Street  
Garden City, KS 67846

11. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.

12. **Binding Nature.** The Parties, and their successors or assigns, shall be bound to the terms of this Agreement.

13. **Waiver.** A party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF GARDEN CITY, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

KANSAS DEPARTMENT OF TRANSPORTATION  
Secretary of Transportation

By: \_\_\_\_\_  
Catherine M. Patrick, P.E. (Date)  
State Transportation Engineer

**Kansas Department of Transportation Approved Materials List**

Recipient Name: Garden City, KS

Location: Mile post 397.0 in (Garden City, Kansas) to Mile post 398.0 in (Garden City, Kansas)

Project Number: RF-0050-01

| ITEM                      | NEW | USED | GRADE | DESCRIPTION OR TYPE (Size, weight, etc) | UNIT | QUANTITY | UNIT PRICE                | TOTAL COST         |
|---------------------------|-----|------|-------|---|------|----------|---------------------------|--------------------|
| Rail                      |     |      |       |   |      |          |                           |                    |
| Rail Distribution (labor) |     |      |       |   |      |          |                           |                    |
| Track Spikes              |     |      |       |   |      |          |                           |                    |
| Spikes - freight          |     |      |       |   |      |          |                           |                    |
| Joint Bars                |     |      |       |   |      |          |                           |                    |
| O T M                     |     |      |       |   |      |          |                           |                    |
| Bolts                     |     |      |       |   |      |          |                           |                    |
| Tie Plates                |     |      |       |   |      |          |                           |                    |
| Mobilization              |     |      |       |   |      |          |                           |                    |
| Timber Headers            |     |      |       |   |      |          |                           |                    |
| Timber Planking           |     |      |       |   |      |          |                           |                    |
| New Crossties             |     |      |       |   |      |          |                           |                    |
| Ties – installation       |     |      |       |   |      |          |                           |                    |
| Ties – freight            |     |      |       |   |      |          |                           |                    |
| Ties – unloading          |     |      |       |   |      |          |                           |                    |
| Ballast                   |     |      |       |   |      |          |                           |                    |
| Ballast – unloading       |     |      |       |   |      |          |                           |                    |
| Surfacing                 |     |      |       |   |      |          |                           |                    |
| Switch Ties               |     |      |       |   |      |          |                           |                    |
| Switch Ties – freight     |     |      |       |   |      |          |                           |                    |
| Switch Ties - install     |     |      |       |   |      |          |                           |                    |
| Switch Ties – unloading   |     |      |       |   |      |          |                           |                    |
| Bridge Construction       |     |      |       |   |      |          |                           |                    |
| Earthmoving               |     |      |       |   |      |          |                           |                    |
| Grade Crossing Repairs    |     |      |       |   |      |          |                           |                    |
| Right-of-Way Grading      |     |      |       |   |      |          |                           |                    |
| Brush Cutting             |     |      |       |   |      |          |                           |                    |
| Relay                     |     |      |       |   |      |          |                           |                    |
| Clean Up                  |     |      |       |   |      |          |                           |                    |
| Work Train                |     |      |       |   |      |          |                           |                    |
| Labor – internal/misc     |     |      |       |   |      |          |                           |                    |
| Freight                   |     |      |       |   |      |          |                           |                    |
| Tax on Materials          |     |      |       |   |      |          |                           |                    |
|                           |     |      |       |   |      |          | %                         |                    |
|                           |     |      |       |   |      |          | <b>Total Project Cost</b> | <b>\$5,442,778</b> |

SEE ATTACHED MATERIALS LIST

CERTIFICATION BY PROSPECTIVE PARTICIPANTS AS TO CURRENT HISTORY REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR CIVIL JUDGMENTS

\_\_\_\_\_,  
President, Chairman, or Authorized Official  
being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, \_\_\_\_\_

\_\_\_\_\_  
Agency or Company  
or any person associated therewith in the capacity of \_\_\_\_\_

\_\_\_\_\_  
Owner, partner, director, officer, principal investigator, project director, manager, auditor,  
or any other position involving the administration of federal funds  
is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions \_\_\_\_\_

\_\_\_\_\_  
Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

\_\_\_\_\_  
Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
Signature

Sworn to before me, a Notary Public in and for  
the County of \_\_\_\_\_, State of \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

# KANSAS DEPARTMENT OF TRANSPORTATION

## SPECIAL ATTACHMENT

### CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

\_\_\_\_\_ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name \_\_\_\_\_

Business phone \_\_\_\_\_

Address (Street, City, State, Zip Code)

\_\_\_\_\_

\_\_\_\_\_

**Purpose of Employment:** \_\_\_\_\_

**Method of determining compensation:** \_\_\_\_\_

or

\_\_\_\_\_ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: \_\_\_\_\_

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

Contract/

Project

No: \_\_\_\_\_

(if applicable)

County: \_\_\_\_\_

(if applicable)

## Guidelines for Reimbursement

Applicant will submit a request for reimbursement to the Freight and Rail Unit for expenses incurred on state rehabilitation projects pursuant to the terms and conditions of the Agreement. This may not happen each month, but invoices should be processed in a timely manner, if possible. Your Contract states that a request for reimbursement should be processed within 60 days of receipt of itemized billing.

When a request for reimbursement is received, the project monitor will review billing and invoices submitted for completeness and accuracy.

The applicant must submit **two** copies of each request for reimbursement. Must also itemize materials paid for by applicant; indicate the amount of work performed, and the total cost of the work. The requests should reflect all expenditures for the period involved and identified by line item to be provided in the cost estimate. All paperwork should have the KDOT project number written on it.

Our office uses seven (7) different line items when processing an invoice for payment, see Invoice Sample attached. Below are the seven (7) line items and what is charged to each in our system. Please look them over and divide your expenses accordingly. Also include the current amount you have under each line item so that you can go from here in the future. If you have any questions, please contact your Project Monitor.

1. Ballast: ballast only
2. Labor internal: includes labor, foreman, and payroll taxes (For work done on project only)
3. Contract labor: all labor other than railroad personnel
4. Miscellaneous: includes bridge materials, contingencies, equipment rental, freight, hand tools, loader, sales tax, spiker, surfacing, and tamping
5. Other Track Material (OTM): includes anchors, bars, bolts, plates, plugs, and spikes
6. Rail: rail only
7. Ties: NEW crossties only

## 1st Invoice Reimbursement

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

Railroad: \_\_\_\_\_

From Person: \_\_\_\_\_

Project Number: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

| Line Item               | Project Budget           | Current Expenses | Prior Expenses * | Total Expenses to Date | Balance Remaining |
|-------------------------|--------------------------|------------------|------------------|------------------------|-------------------|
| 1. Ballast              |                          |                  |                  |                        |                   |
| 2. Labor                |                          |                  |                  |                        |                   |
| 3. Contract Labor       |                          |                  |                  |                        |                   |
| 4. Miscellaneous        |                          |                  |                  |                        |                   |
| 5. Other Track Material |                          |                  |                  |                        |                   |
| 6. Rail                 |                          |                  |                  |                        |                   |
| 7. Ties                 |                          |                  |                  |                        |                   |
| <b>Project Total</b>    | <b>\$3,000,000.00</b>    |                  |                  |                        |                   |
|                         | Sub Total                |                  |                  |                        |                   |
|                         | Less 5% retainage        |                  |                  |                        |                   |
|                         | <b>Total Balance Due</b> |                  |                  |                        |                   |
|                         |                          |                  |                  |                        |                   |
|                         |                          |                  |                  |                        |                   |

\* Note: Key in amounts from Total Expenses to Date in this column prior to entering Current Expenses.

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 13. Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.

Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Steve Cottrell, Assistant to the City Manager  
**DATE:** September 20, 2016  
**RE:** Transload Rail Project Bids

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### **ISSUE:**

The Governing Body is asked to consider and approve bids received on September 16th for the Garden City Transload Facility Rail Project.

### **BACKGROUND:**

The Governing Body authorized the application for the Transload Facility State Rail Service Improvement Fund for the new siding on August 2nd. KDOT announced the award of \$3,000,000 in Rail funds on August 16th. ASM Engineering Consultants, under contract with TP&L, prepared the plans for the siding and the City advertised the project for bids on August 30th.

We received a tremendous amount of interest in the project from rail contractors. The project had an all inclusive base bid, with 5 alternates. Alternate 1 was the additional cost to complete the project by December 4th, otherwise the project was to be completed by December 31st. Alternate 2 was for siding construction with steel ties, the base bid was for wood ties. Alternate 3 was for siding construction with concrete ties. Alternates 4 and 5 added Alternate 1 to Alternates 2 and 3, respectively.

On September 16th, we received 5 bids, which are shown on the attached bid summary and tabulation. The low bid, submitted by Sporer Land Development, Inc., Oakley KS, in the amount of \$3,860,419.35 for base bid is under the Engineer's Estimate of \$5,746,287.00. Jim Orr, President of TP&L, has reviewed the bids and concurs with the award to Sporer.

### **ALTERNATIVES:**

1. Approve the bids and award the contract to Sporer Land Development, Inc. in the amount of \$3,860,419.35 for base bid .
2. Defer action to a later date.

### **RECOMMENDATION:**

Staff recommends accepting the bids and awarding the contract to Sporer Land Development, Inc. in the amount of \$3,860,419.35 for base bid, and authorizing the Mayor and City Clerk to execute the contract when the documents are returned by the contractor.

### **FISCAL NOTE:**

There is no cost to the City for this project. TP&L is paying all costs exceeding the KDOT grant funding of \$3,000,000. We will use line item 008-17-000-6025.01 to make progress payments until reimbursed by KDOT and/or TP&L.

**ATTACHMENTS:**

| Description | Upload Date | Type            |
|-------------|-------------|-----------------|
| Bid Summary | 9/16/2016   | Backup Material |

**TRANSLOAD RAIL PROJECT**  
**City of Garden City, Kansas**

Bid Opening 9/16/2016 10:00 am

AS READ BIDS

| Item  | Engineer's Estimate | Sporer Land Development Inc. Oakley KS | MJE, LLC Montezuma KS | Stoppel Dirt, Inc. Sublette KS | Ragnar Benson LLC Loves Park IL | Balfour Beatty Rail Fleming Island FL |
|---|---------------------|--|-----------------------|--------------------------------|---------------------------------|---------------------------------------|
| <b>Base Grading Construction</b>                  | \$2,571,457.00      | \$1,724,100.30                         | \$1,904,563.75        | \$2,276,693.95                 | \$2,601,054.71                  | \$3,181,698.09                        |
| <b>Base Rail Construction</b>                     | \$3,174,830.00      | \$2,136,319.05                         | \$2,433,560.00        | \$2,177,445.37                 | \$2,488,025.23                  | \$2,352,663.55                        |
| <b>Total Base Bid</b>                             | \$5,746,287.00      | \$3,860,419.35                         | \$4,338,123.75        | \$4,454,139.32                 | \$5,089,079.94                  | \$5,534,361.64                        |
| <b>Alternate # 1</b>                              | \$100,000.00        | No Bid                                 | \$200,000.00          | \$228,375.00                   | No Bid                          | No Bid                                |
| <b>Total Base Bid + Alt. #1</b>                   | \$5,846,287.00      | No Bid                                 | \$4,538,123.75        | \$4,682,514.32                 | No Bid                          | No Bid                                |
| <b>Alternate # 2</b>                              | \$3,079,634.00      | \$2,217,183.90                         | \$2,548,231.00        | \$2,261,948.70                 | \$2,826,383.33                  | \$2,426,944.78                        |
| <b>Total Base Grading Bid + Alt. #2</b>           | \$5,651,091.00      | \$3,941,284.20                         | \$4,452,794.75        | \$4,538,642.65                 | \$5,427,438.04                  | \$5,608,642.87                        |
| <b>Alternate # 3</b>                              | \$3,309,405.00      | \$2,208,343.45                         | \$2,610,003.00        | \$2,323,013.35                 | \$2,888,895.48                  | No Bid                                |
| <b>Total Base Grading Bid + Alt. #3</b>           | \$5,880,862.00      | \$3,932,443.75                         | \$4,514,566.75        | \$4,599,707.30                 | \$5,489,950.19                  | No Bid                                |
| <b>Total Base Grading Bid + Alt. #2 + Alt # 1</b> | \$5,751,091.00      | No Bid                                 | \$4,652,794.75        | \$4,767,017.65                 | No Bid                          | No Bid                                |
| <b>Total Base Grading Bid + Alt. #3 + Alt # 1</b> | \$5,980,862.00      | No Bid                                 | \$4,714,566.75        | \$4,828,082.30                 | No Bid                          | No Bid                                |
|   |                     | LOW                                    |                       |                                |                                 |                                       |



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Steve Cottrell, Assistant to the City Manager  
**DATE:** September 20, 2016  
**RE:** Kansas Avenue Widening, Watermain Replacement and Reconstruction Projects Bids

---

### **ISSUE:**

The Governing Body is asked to consider and approve bids received September 14, 2016 for three projects on Kansas Avenue. The projects are 1) Kansas Avenue Widening from Main Street to Third Street, 2) Watermain Replacement from Main Street to Third Street, and 3) Kansas Avenue Reconstruction from west of Belmont Place to Anderson Street.

### **BACKGROUND:**

The widening and watermain projects were originally bid last May, but we did not receive any bids. The Governing Body approved rebidding with the addition of the 2014-15-16 KLINK project. That project was finally approved by KDOT and we advertised on August 10th. The projects are bid individually, but they are tied together by the City, meaning one contractor gets all.

Bids were received on August 14th, from 3 bidders, as shown on the attached bid summary and tabulation. The low bid submitted by Lee Construction, Inc., for a grand total of \$2,480,831.95, is under the engineer's estimate.

The Kansas Avenue widening from Main Street to Third Street and Kansas Avenue reconstruction from west of Belmont Place to Anderson Street, include KDOT funds, and are subject to KDOT concurrence.

### **ALTERNATIVES:**

1. Accept the bids and award a contract to Lee Construction, Inc., for \$2,480,831.95, subject to KDOT concurrence.
2. Defer action to a later date.

### **RECOMMENDATION:**

Staff recommends accepting the bids and awarding a contract to Lee Construction, inc., for \$2,480,831.95, subject to KDOT concurrence, and authorizing the Mayor and City Clerk to execute the contract when documents are returned by the contractor.

### **FISCAL NOTE:**

The City share of the Kansas Avenue Widening project, \$336,079.15, was included in the 2014 GO Bond issue, line item 049-91-000-6400.01. The \$193,177.80 watermain project is included in 2016 budget for line item 080-31-311-6040.05, and the City share of Kansas Avenue Reconstruction project, \$578,969.00, was included in the 2015 GO Bond issue, line item 043-91-

000-6400.

**ATTACHMENTS:**

| Description    | Upload Date | Type            |
|----------------|-------------|-----------------|
| Bid Tabulation | 9/14/2016   | Backup Material |

**K-156**  
**Kansas Avenue Tied Projects**  
**City of Garden City, Kansas**  
**Bid Opening 9/14/2016 10:00 am**  
**AS READ BIDS**

| Project                                    | Engineer's Estimate | Lee Construction, Inc. | J-A-G Construciton Co. | Smoky Hill LLC |
|--|---------------------|------------------------|------------------------|----------------|
| Kansas Ave Widening 156-28 KA-2621-01      | \$1,241,375.75      | \$1,186,079.15         | \$1,152,858.00         | \$1,277,389.80 |
| Kansas Ave Watermain Replacement PW1603    | \$356,963.00        | \$193,177.80           | \$261,563.60           | \$285,253.60   |
| Kansas Ave Reconstruction 156-28 U-0154-01 | \$1,150,471.50      | \$1,101,575.00         | \$1,086,955.75         | \$1,180,784.20 |
| <b>Grand Total Bid</b>                     | \$2,748,810.25      | \$2,480,831.95         | \$2,501,377.35         | \$2,743,427.60 |

| Project  | Total Cost     | KDOT Share   | City Share   | KDOT/City split                                      |
|--|----------------|--------------|--------------|--|
| Kansas Ave Widening 156-28 KA-2621-01  | \$1,186,079.15 | \$850,000.00 | \$336,079.15 | 85/15 w/KDOT max \$850,000                           |
| Kansas Ave Watermain Replacement PW1603                                      | \$193,177.80   | \$0.00       | \$193,177.80 | 100% City Cost                                       |
| Kansas Ave Reconstruction 156-28 U-0154-01<br><b>TOTAL Costs</b>             | \$1,101,575.00 | \$522,606.00 | \$578,969.00 | 50/50 w/KDOT max \$600,000 on<br>Participating costs |
| Kansas Ave Reconstruction 156-28 U-0154-01<br><b>Participating Costs</b>     | \$1,045,212.00 | \$522,606.00 | \$522,606.00 |  |
| Kansas Ave Reconstruction 156-28 U-0154-01<br><b>Non-Participating Costs</b> | \$56,363.00    | \$0.00       | \$56,363.00  |  |



**K-156 (Kansas Avenue) Watermain Replacement**  
**Project No. PW1603**  
**City of Garden City, Kansas**  
**Bid Opening 9/14/2016 10:00 am**

| No. | Bid Item                                    | Unit | Quantity | Engineer's Estimate |                     | Lee Construction, Inc. |                     | JAG Construction Company, Inc. |                     | Smoky Hill, LLC |                     |
|-----|---|------|----------|---------------------|---------------------|------------------------|---------------------|--------------------------------|---------------------|-----------------|---------------------|
|     |   |      |          | Unit Cost           | Extension           | Unit Cost              | Extension           | Unit Cost                      | Extension           | Unit Cost       | Extension           |
| 1   | 8"x8" Tapping Sleeve, Valve, & Box          | EA   | 1        | \$6,500.00          | \$6,500.00          | \$3,675.00             | \$3,675.00          | \$5,800.00                     | \$5,800.00          | \$6,750.00      | \$6,750.00          |
| 2   | 12"x8" Tapping Sleeve, Valve, & Box         | EA   | 2        | \$8,000.00          | \$16,000.00         | \$3,850.00             | \$7,700.00          | \$7,500.00                     | \$15,000.00         | \$7,200.00      | \$14,400.00         |
| 3   | 8" C900 DR18 PVC Pipe, in place             | LF   | 1343     | \$85.00             | \$114,155.00        | \$33.50                | \$44,990.50         | \$29.00                        | \$38,947.00         | \$47.00         | \$63,121.00         |
| 4   | 8" C900-RJ DR18 PVC Pipe, Directional Drill | LF   | 438.8    | \$105.00            | \$46,074.00         | \$62.25                | \$27,315.30         | \$95.00                        | \$41,686.00         | \$84.50         | \$37,078.60         |
| 5   | 8" 1390 Restraints                          | EA   | 63       | \$500.00            | \$31,500.00         | \$160.00               | \$10,080.00         | \$250.00                       | \$15,750.00         | \$235.00        | \$14,805.00         |
| 6   | 8" 1500 Restraints                          | EA   | 11       | \$600.00            | \$6,600.00          | \$125.00               | \$1,375.00          | \$250.00                       | \$2,750.00          | \$215.00        | \$2,365.00          |
| 7   | 8" Gate Valve w/ Box                        | EA   | 10       | \$3,000.00          | \$30,000.00         | \$1,400.00             | \$14,000.00         | \$3,600.00                     | \$36,000.00         | \$2,100.00      | \$21,000.00         |
| 8   | 8" Water Stop                               | EA   | 1        | \$7,500.00          | \$7,500.00          | \$7,280.00             | \$7,280.00          | \$13,500.00                    | \$13,500.00         | \$1,250.00      | \$1,250.00          |
| 9   | 8" Dead End Assembly                        | EA   | 1        | \$4,000.00          | \$4,000.00          | \$1,846.00             | \$1,846.00          | \$1,550.00                     | \$1,550.00          | \$3,000.00      | \$3,000.00          |
| 10  | 8" x 8" Cross                               | EA   | 1        | \$1,000.00          | \$1,000.00          | \$900.00               | \$900.00            | \$1,850.00                     | \$1,850.00          | \$1,750.00      | \$1,750.00          |
| 11  | 8" x 6" Cross                               | EA   | 1        | \$1,250.00          | \$1,250.00          | \$900.00               | \$900.00            | \$1,850.00                     | \$1,850.00          | \$1,350.00      | \$1,350.00          |
| 12  | 8" x 8" Tee                                 | EA   | 4        | \$750.00            | \$3,000.00          | \$600.00               | \$2,400.00          | \$1,400.00                     | \$5,600.00          | \$750.00        | \$3,000.00          |
| 13  | 8" to 6" Reducer                            | EA   | 1        | \$850.00            | \$850.00            | \$400.00               | \$400.00            | \$600.00                       | \$600.00            | \$250.00        | \$250.00            |
| 14  | 8" to 4" Reducer                            | EA   | 3        | \$750.00            | \$2,250.00          | \$375.00               | \$1,125.00          | \$600.00                       | \$1,800.00          | \$250.00        | \$750.00            |
| 15  | 8" Uni-Flange 1390 Restraint                | EA   | 2        | \$500.00            | \$1,000.00          | \$200.00               | \$400.00            | \$300.00                       | \$600.00            | \$215.00        | \$430.00            |
| 16  | 6" to 4" Reducer                            | EA   | 1        | \$250.00            | \$250.00            | \$300.00               | \$300.00            | \$525.00                       | \$525.00            | \$215.00        | \$215.00            |
| 17  | 8" 11.25° Bend                              | EA   | 3        | \$500.00            | \$1,500.00          | \$490.00               | \$1,470.00          | \$525.00                       | \$1,575.00          | \$575.00        | \$1,725.00          |
| 18  | 8" 22.5° Bend                               | EA   | 1        | \$500.00            | \$500.00            | \$490.00               | \$490.00            | \$525.00                       | \$525.00            | \$575.00        | \$575.00            |
| 19  | 6" Insert-a-Valve                           | EA   | 1        | \$7,500.00          | \$7,500.00          | \$4,500.00             | \$4,500.00          | \$16,000.00                    | \$16,000.00         | \$7,500.00      | \$7,500.00          |
| 20  | Fire Hydrant Assembly                       | EA   | 3        | \$5,000.00          | \$15,000.00         | \$5,600.00             | \$16,800.00         | \$5,000.00                     | \$15,000.00         | \$4,950.00      | \$14,850.00         |
| 21  | 4" C900 DR18 PVC Pipe, in place             | LF   | 14.8     | \$80.00             | \$1,184.00          | \$45.00                | \$666.00            | \$72.00                        | \$1,065.60          | \$105.00        | \$1,554.00          |
| 22  | 4" Gate Valve w/ Box                        | EA   | 1        | \$1,000.00          | \$1,000.00          | \$975.00               | \$975.00            | \$3,300.00                     | \$3,300.00          | \$1,450.00      | \$1,450.00          |
| 23  | 4" 22.5° Bend                               | EA   | 1        | \$750.00            | \$750.00            | \$325.00               | \$325.00            | \$525.00                       | \$525.00            | \$700.00        | \$700.00            |
| 24  | 4" 45° Bend                                 | EA   | 2        | \$750.00            | \$1,500.00          | \$325.00               | \$650.00            | \$525.00                       | \$1,050.00          | \$700.00        | \$1,400.00          |
| 25  | 4" 90° Bend                                 | EA   | 1        | \$750.00            | \$750.00            | \$275.00               | \$275.00            | \$525.00                       | \$525.00            | \$700.00        | \$700.00            |
| 26  | 1" Meter                                    | EA   | 9        | \$900.00            | \$8,100.00          | \$900.00               | \$8,100.00          | \$900.00                       | \$8,100.00          | \$900.00        | \$8,100.00          |
| 27  | 1" Lateral                                  | LF   | 180      | \$25.00             | \$4,500.00          | \$24.00                | \$4,320.00          | \$25.00                        | \$4,500.00          | \$65.00         | \$11,700.00         |
| 28  | 1 1/2" Lateral                              | LF   | 5        | \$50.00             | \$250.00            | \$30.00                | \$150.00            | \$60.00                        | \$300.00            | \$45.00         | \$225.00            |
| 29  | Service Reconnect                           | EA   | 11       | \$1,500.00          | \$16,500.00         | \$1,250.00             | \$13,750.00         | \$1,200.00                     | \$13,200.00         | \$3,200.00      | \$35,200.00         |
| 30  | Waterline Abandonment                       | LS   | 1        | \$15,000.00         | \$15,000.00         | \$5,500.00             | \$5,500.00          | \$1,500.00                     | \$1,500.00          | \$8,000.00      | \$8,000.00          |
| 31  | 2" HDPE, Directional Drill                  | LF   | 220      | \$50.00             | \$11,000.00         | \$26.00                | \$5,720.00          | \$24.50                        | \$5,390.00          | \$43.00         | \$9,460.00          |
| 32  | R&R Existing Pavement                       | SY   | 40       | \$175.00            | \$7,000.00          | \$120.00               | \$4,800.00          | \$130.00                       | \$5,200.00          | \$265.00        | \$10,600.00         |
|     | <b>Total</b>                                |      |          |                     | <b>\$356,963.00</b> |                        | <b>\$193,177.80</b> |                                | <b>\$261,563.60</b> |                 | <b>\$285,253.60</b> |

**K-156 (Kansas Avenue) Reconstruction**  
**Project No. 156-28 U-0154-01**  
**City of Garden City, Kansas**  
**Bid Opening 9/14/2016 10:00 am**

| No.                                  | Bid Item  | Unit     | Quantity | Engineer's Estimate |              | Lee Construction, Inc. |              | JAG Construction Company, Inc. |              | Smoky Hill, LLC       |                       |
|--------------------------------------|---|----------|----------|---------------------|--------------|------------------------|--------------|--------------------------------|--------------|-----------------------|-----------------------|
|                                      |   |          |          | Unit Cost           | Extension    | Unit Cost              | Extension    | Unit Cost                      | Extension    | Unit Cost             | Extension             |
| <b>Participating Items</b>           |   |          |          |                     |              |                        |              |                                |              |                       |                       |
| 1                                    | Rock Excavation   | CY       | 2896     | \$30.00             | \$86,880.00  | \$36.00                | \$104,256.00 | \$27.50                        | \$79,640.00  | \$62.15               | \$179,986.40          |
| 2                                    | Compaction of Earthwork (TypeAA(MR-0-5)                       | CY       | 1934     | \$10.00             | \$19,340.00  | \$12.50                | \$24,175.00  | \$4.75                         | \$9,186.50   | \$3.55                | \$6,865.70            |
| 3                                    | Construction Staking  | LS       | 1        | \$500.00            | \$500.00     | \$11,000.00            | \$11,000.00  | \$19,000.00                    | \$19,000.00  | \$9,500.00            | \$9,500.00            |
| 4                                    | Seeding & Erosion Control                                     | LS       | 1        | \$1,000.00          | \$1,000.00   | \$8,000.00             | \$8,000.00   | \$8,500.00                     | \$8,500.00   | \$17,000.00           | \$17,000.00           |
| 5                                    | Concrete Pavement (9" Uni)(AE)(NRDJ)                          | SY       | 11603    | \$75.00             | \$870,225.00 | \$65.00                | \$754,195.00 | \$66.50                        | \$771,599.50 | \$67.50               | \$783,202.50          |
| 6                                    | Traffic Control (Initial Setup)                               | LS       | 1        | \$50,000.00         | \$50,000.00  | \$61,000.00            | \$61,000.00  | \$59,000.00                    | \$59,000.00  | \$56,000.00           | \$56,000.00           |
| 7                                    | Adjust of Manholes  | EA       | 5        | \$500.00            | \$2,500.00   | \$500.00               | \$2,500.00   | \$500.00                       | \$2,500.00   | \$550.00              | \$2,750.00            |
| 8                                    | Pavement Marking (Epoxy)(White)(6")                           | LF       | 1782     | \$2.00              | \$3,564.00   | \$5.00                 | \$8,910.00   | \$4.50                         | \$8,019.00   | \$4.35                | \$7,751.70            |
| 9                                    | Pavement Marking (Epoxy)(Yellow)(4")                          | LF       | 4636     | \$1.25              | \$5,795.00   | \$3.25                 | \$15,067.00  | \$3.00                         | \$13,908.00  | \$2.75                | \$12,749.00           |
| 10                                   | Pavement Marking (Intersection Grade)(White)(12")             | LF       | 260      | \$15.00             | \$3,900.00   | \$18.50                | \$4,810.00   | \$17.75                        | \$4,615.00   | \$17.00               | \$4,420.00            |
| 11                                   | Pavement Marking (Intersection Grade)(White)(24")             | LF       | 120      | \$25.00             | \$3,000.00   | \$30.40                | \$3,648.00   | \$29.50                        | \$3,540.00   | \$24.00               | \$2,880.00            |
| 12                                   | Pavement Marking (Intersection Grade)(White)(Left Turn Arrow) | EA       | 21       | \$300.00            | \$6,300.00   | \$435.00               | \$9,135.00   | \$40.00                        | \$840.00     | \$500.00              | \$10,500.00           |
| 13                                   | Work Zone Signs (0 to 9.25 SQFT)                              | Ea/Day   | 3450     | \$0.20              | \$690.00     | \$0.20                 | \$690.00     | \$0.15                         | \$517.50     | \$0.20                | \$690.00              |
| 14                                   | Work Zone Signs (9.26 to 18.25 SQFT)                          | Ea/Day   | 4800     | \$0.20              | \$960.00     | \$0.25                 | \$1,200.00   | \$0.20                         | \$960.00     | \$0.20                | \$960.00              |
| 15                                   | Work Zone Barricades (Type III - 4' to 12')                   | Ea/Day   | 1950     | \$0.25              | \$487.50     | \$0.65                 | \$1,267.50   | \$0.50                         | \$975.00     | \$0.20                | \$390.00              |
| 16                                   | Channelizer (Fixed)   | Ea/Day   | 11700    | \$0.20              | \$2,340.00   | \$0.30                 | \$3,510.00   | \$0.30                         | \$3,510.00   | \$0.25                | \$2,925.00            |
| 17                                   | Construction Warning Light (Type "A" Low Intensity)           | Ea/Day   | 1050     | \$0.75              | \$787.50     | \$1.00                 | \$1,050.00   | \$0.60                         | \$630.00     | \$0.20                | \$210.00              |
| 18                                   | Arrow Display   | Ea/Day   | 300      | \$15.00             | \$4,500.00   | \$8.00                 | \$2,400.00   | \$7.00                         | \$2,100.00   | \$7.00                | \$2,100.00            |
| 19                                   | Pavement Marking (Temporary)(4" Solid)(Type I Tape of Paint)  | STA/LINE | 144.6    | \$150.00            | \$21,690.00  | \$125.00               | \$18,075.00  | \$120.00                       | \$17,352.00  | \$103.00              | \$14,893.80           |
| 20                                   | Pavement Marking Removal                                      | LF       | 1697     | \$2.50              | \$4,242.50   | \$0.50                 | \$848.50     | \$0.50                         | \$848.50     | \$1.10                | \$1,866.70            |
| 21                                   | Flagger (Set)   | Hour     | 1        | \$25.00             | \$25.00      | \$25.00                | \$25.00      | \$25.00                        | \$25.00      | \$25.00               | \$25.00               |
| <b>Total Participating Items</b>     |   |          |          |                     |              | \$1,088,726.50         |              | \$1,045,212.00                 |              | \$1,007,266.00        | \$1,117,665.80        |
| <b>Non-Participating Items</b>       |   |          |          |                     |              |                        |              |                                |              |                       |                       |
| 22                                   | Common Excavation   | CY       | 5        | \$50.00             | \$250.00     | \$50.00                | \$250.00     | \$30.00                        | \$150.00     | \$40.95               | \$204.75              |
| 23                                   | Rock Excavation   | CY       | 48       | \$30.00             | \$1,440.00   | \$36.00                | \$1,728.00   | \$30.00                        | \$1,440.00   | \$53.00               | \$2,544.00            |
| 24                                   | Compaction of Earthwork (TypeAA(MR-0-5)                       | CY       | 32       | \$10.00             | \$320.00     | \$12.50                | \$400.00     | \$14.00                        | \$448.00     | \$3.50                | \$112.00              |
| 25                                   | Concrete Pavement (9" Uni)(AE)(NRDJ)                          | SY       | 190      | \$75.00             | \$14,250.00  | \$65.00                | \$12,350.00  | \$66.50                        | \$12,635.00  | \$85.00               | \$16,150.00           |
| 26                                   | Adjust of Manholes  | EA       | 1        | \$500.00            | \$500.00     | \$500.00               | \$500.00     | \$500.00                       | \$500.00     | \$475.00              | \$475.00              |
| 27                                   | Curb & Gutter   | LF       | 136      | \$50.00             | \$6,800.00   | \$40.00                | \$5,440.00   | \$27.50                        | \$3,740.00   | \$40.00               | \$5,440.00            |
| 28                                   | Curb & Gutter Removal   | LF       | 140      | \$12.00             | \$1,680.00   | \$10.00                | \$1,400.00   | \$15.00                        | \$2,100.00   | \$18.00               | \$2,520.00            |
| 29                                   | 5" Concrete Sidewalk  | SY       | 193      | \$45.00             | \$8,685.00   | \$50.00                | \$9,650.00   | \$40.75                        | \$7,864.75   | \$48.00               | \$9,264.00            |
| 30                                   | 7" Sidewalk Ramp  | SY       | 17       | \$225.00            | \$3,825.00   | \$60.00                | \$1,020.00   | \$100.00                       | \$1,700.00   | \$185.00              | \$3,145.00            |
| 31                                   | Sidewalk Removal  | SY       | 201      | \$5.00              | \$1,005.00   | \$15.00                | \$3,015.00   | \$60.00                        | \$12,060.00  | \$18.00               | \$3,618.00            |
| 32                                   | 7" Concrete Driveway  | SY       | 49       | \$150.00            | \$7,350.00   | \$65.00                | \$3,185.00   | \$65.00                        | \$3,185.00   | \$66.65               | \$3,265.85            |
| 33                                   | Driveway Removal  | SY       | 49       | \$10.00             | \$490.00     | \$15.00                | \$735.00     | \$53.00                        | \$2,597.00   | \$18.00               | \$882.00              |
| 34                                   | Install Wendy's Temp Access                                   | LS       | 1        | \$5,000.00          | \$5,000.00   | \$5,000.00             | \$5,000.00   | \$9,000.00                     | \$9,000.00   | \$4,900.00            | \$4,900.00            |
| 35                                   | Remove Wendy's Temp Access                                    | LS       | 1        | \$5,000.00          | \$5,000.00   | \$8,400.00             | \$8,400.00   | \$8,700.00                     | \$8,700.00   | \$4,900.00            | \$4,900.00            |
| 36                                   | Install Sonic's Temp Access                                   | LS       | 66       | \$50.00             | \$3,300.00   | \$8.00                 | \$528.00     | \$100.00                       | \$6,600.00   | \$41.65               | \$2,748.90            |
| 37                                   | Remove Sonic's Temp Access                                    | LS       | 66       | \$25.00             | \$1,650.00   | \$32.00                | \$2,112.00   | \$100.00                       | \$6,600.00   | \$41.65               | \$2,748.90            |
| 38                                   | Remove Sign   | EA       | 1        | \$100.00            | \$100.00     | \$250.00               | \$250.00     | \$120.00                       | \$120.00     | \$100.00              | \$100.00              |
| 39                                   | Replace Sign  | EA       | 1        | \$100.00            | \$100.00     | \$400.00               | \$400.00     | \$250.00                       | \$250.00     | \$100.00              | \$100.00              |
| <b>Total Non-Participating Items</b> |   |          |          |                     |              | \$61,745.00            |              | \$56,363.00                    |              | \$79,689.75           | \$63,118.40           |
| <b>Grand Total</b>                   |   |          |          |                     |              | <b>\$1,150,471.50</b>  |              | <b>\$1,101,575.00</b>          |              | <b>\$1,086,955.75</b> | <b>\$1,180,784.20</b> |



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Steve Cottrell, Assistant to the City Manager  
**DATE:** September 20, 2016  
**RE:** Kansas Avenue Pathway Construction Easements

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### **ISSUE:**

The Governing Body is asked to consider and approve the construction access easements for the Kansas Avenue Pathway Transportation Enhancement Project.

### **BACKGROUND:**

Transportation Enhancement projects receive federal funding through KDOT. These projects are then subject to federal procedures for right-of-way acquisition, which included temporary construction easements (TCE). The process requires offering compensation for the right-of-way, which the landowner has the option to donate. Part of the process includes getting Governing Body approval which was overlooked. KDOT has asked that the Governing Body approve the process used.

The compensation values were set at 20% of the appraised land value for the area of the TCE. The 20% rate was determined after discussion with KDOT staff.

The attached Determination of Construction Easement Values shows the calculations for the values used. It also shows which were donated and which accepted compensation.

### **ALTERNATIVES:**

1. Approve the Determination of Construction Easement Values.
2. Defer action to a later date.

### **RECOMMENDATION:**

Staff recommends approval of the Determination of Construction Easement Values.

### **FISCAL NOTE:**

The \$7,950.13 payments for construction easements was from the 2014 GO Bond fund line item 042-91-000-6400.02.

### **ATTACHMENTS:**

| Description                | Upload Date | Type            |
|----------------------------|-------------|-----------------|
| Detrmination of TCE Values | 9/14/2016   | Backup Material |

**28 TE-0385-01**

**Determination of Construction Easement Values**

| Owner (Tenant/Lessee)                        | Legal            |                             | Total Parcel<br>Area sf | Easement<br>area | Easement %<br>areof total<br>area | Appraised<br>value of Land<br>only | Total Prperty<br>Appraised value | Easement<br>Value | Amount Paid |
|--|------------------|-----------------------------|-------------------------|------------------|-----------------------------------|------------------------------------|----------------------------------|-------------------|-------------|
| Kimbell Investments LLC (Kwik Shop)          | Lot 1, Block 1   | Campus Plaza North Addition | 23,914                  | 744              | 3.11%                             | \$ 143,720                         | \$ 286,420                       | \$ 894.25         | \$ 894.25   |
| Golden Dragon Restaurant LLC                 | Lot 4, Block 1   | Campus Plaza North Addition | 74,575                  | 2,097            | 2.81%                             | \$ 320,970                         | \$ 1,107,940                     | \$ 1,805.10       | Donated     |
| R Dennis & Patricia A Norris Revocable Trust | Tract in 9-24-32 |                             | 361,984                 | 2,615            | 0.72%                             | \$ 107,260                         | \$ 108,210                       | \$ 154.97         | Donated     |
| Lewis L & Elizabeth F Kemper                 | Tract in 9-24-32 |                             | 97,836                  | 1,873            | 1.91%                             | \$ 405,270                         | \$ 461,730                       | \$ 1,551.72       | Donated     |
| Dayton Hudson Corp                           | Lot 1, Block 1   | Marion Addition             | 372,264                 | 2,865            | 0.77%                             | \$ 1,361,530                       | \$ 4,698,500                     | \$ 2,095.71       | \$ 2,095.71 |
| PB Garden City LLC (Genesh, Inc)             | Lot 2, Block 1   | Marion Addition             | 50,399                  | 1,142            | 2.27%                             | \$ 236,420                         | \$ 680,550                       | \$ 1,071.42       | \$ 1,071.42 |
| Fatima LLC                                   | Lot 2, Block 1   | IHOP Addition               | 39,814                  | 1,954            | 4.91%                             | \$ 199,330                         | \$ 1,007,430                     | \$ 1,956.56       | \$ 1,956.56 |
| Harihar Hospitality LLC                      | Lot 3, Block 1   | Dorchester Addition         | 90,561                  | 1,052            | 1.16%                             | \$ 207,000                         | \$ 1,016,190                     | \$ 480.92         | Donated     |
| American Warrior, Inc.                       | Lot 4, Block 1   | Dorchester Addition         | 91,040                  | 976              | 1.07%                             | \$ 105,790                         | \$ 105,790                       | \$ 226.82         | Donated     |
| Wal-Mart Real Estate Business Trust          | Tract in 9-24-32 |                             | 1,221,161               | 3,160            | 0.26%                             | \$ 3,733,420                       | \$ 10,922,890                    | \$ 1,932.20       | \$ 1,932.20 |
|  |                  |                             |                         |                  |                                   |                                    | Total                            | \$ 12,169.68      | \$ 7,950.13 |

NOTES:

Ownership was determined by GIS search.

Starting offer of compensation is based upon 20% of the appraised land value of the area of the easement.

TCEs will not be recorded at Register of Deeds, except for Walmart, which requested that it be recorded.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kelly Stevenson, Cemetery Director  
**DATE:** September 20, 2016  
**RE:** Reserved Burial Rights of Spaces

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### **ISSUE:**

- a. Permission for Victor Banderra to reserve Space 2, Lot 25, Zone J of Valley View Cemetery for the consideration of \$50 for the period of one year.
- b. Permission for Mary Collazo to reserve Space 2, 3 and 4, Lot 51, Zone L of Valley View Cemetery for the consideration of \$50 for the period of one year.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kelly Stevenson, Cemetery Director  
**DATE:** September 20, 2016  
**RE:** Quit Claim Deed

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### **ISSUE:**

- a. Quit Claim Deed from Heirs of Albert and/or Martha Savolt transferring Spaces 1, 2, 5, & 6, Lot 72, Zone H of Valley View Cemetery to Albert and/or Linda Savolt.
- b. Quit Claim Deed from Bernardino Buruca transferring Space 5, Lot 154, Zone K of Valley View Cemetery to Jose V. and/or Emma B. Cruz.
- c. Quit Claim Deed from Bernardino Buruca transferring Space 6, Lot 154, Zone K of Valley View Cemetery to Rommel I. Buruca-Cruz and/or Ana S. Buruca.
- d. Quit Claim Deed from heirs of Clay and Henry Weldon transferring Spaces 5 & 6, Lot 250, Zone C of Valley View Cemetery to Hazel Tancayo.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** September 20, 2016  
**RE:** New and Renewed Licenses

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### **ISSUE:**

The Governing Body is asked to consider and approve a license for September 20, 2016.

### **BACKGROUND:**

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

### **ALTERNATIVES:**

None

### **RECOMMENDATION:**

None

### **FISCAL NOTE:**

None

### **ATTACHMENTS:**

| Description        | Upload Date | Type            |
|--------------------|-------------|-----------------|
| 9/20/2016 Licenses | 9/14/2016   | Backup Material |

**CONTRACTOR LICENSE AGENDA**

**September 20, 2016**

**2016 NEW**

**CLASS E-SOC SPECIALIZED OTHER CONTRACTOR**

Raymond E. Greer

# Other Entities Minutes



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Rachelle Powell, Director of Aviation  
**DATE:** September 20, 2016  
**RE:** August 2016 Minutes

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**ISSUE:**

Presentation of the August 11, 2016 minutes from the Airport Advisory Board.

**BACKGROUND:**

Attached is the Airport Advisory Board minutes for August 11, 2016.

**ALTERNATIVES:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

None

**ATTACHMENTS:**

| Description                           | Upload Date | Type            |
|---------------------------------------|-------------|-----------------|
| August Airport Advisory Board Minutes | 9/13/2016   | Backup Material |



**GARDEN CITY REGIONAL AIRPORT  
ADVISORY BOARD MINUTES  
AUGUST 11, 2016**

**5:00 P.M. MEETING CALLED TO ORDER**

**MEMBERS PRESENT**

Marlo Miller, Jette DeSalvo, Max Meschberger, Charlie Robinson, and Darin Germann.

**MEMBERS ABSENT**

Ken Frey.

**STAFF PRESENT**

Rachelle Powell.

**ITEM 1 PUBLIC COMMENT**

No public comment.

**ITEM 2 APPROVAL OF JULY 14, 2016 MINUTES**

Marlo Miller made a motion to approve the July 14, 2016 Airport Advisory Board minutes. Jette DeSalvo seconded the motion. The motion passed unanimously.

**ITEM 3 DIRECTOR'S REPORT**

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

**ITEM 4 MONTHLY REPORTS**

Staff reviewed the monthly reports with the Airport Advisory Board.

**ITEM 5 BOARD MEMBER COMMENTS**

- A. Charlie Robinson – Disappointed in inability to rent cars on the weekend and the recent service from the airline.
- B. Ken Frey –Absent.
- C. Marlo Miller –No comment.
- D. Darin Germann –No comment.
- E. Max Meschberger –No comment.

F. Jette DeSalvo –No comment.

G. Vacant

**ITEM 6      ADJOURNMENT**

Darin Germann made a motion to adjourn. Jette DeSalvo seconded the motion.  
The motion passed unanimously.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kristi Newland, Zoo Director  
**DATE:** September 20, 2016  
**RE:** Zoo Advisory Board agenda and minutes for September 2016 meeting

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**ISSUE:**

Presentation of Zoo Advisory Board agenda and minutes for September 2016 meeting.

**BACKGROUND:**

Attached is the Zoo Advisory Board agenda and minutes for September 2016 meeting.

**ALTERNATIVES:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

None

**ATTACHMENTS:**

| Description | Upload Date | Type            |
|-------------|-------------|-----------------|
| ZAB agenda  | 9/14/2016   | Backup Material |
| ZAB Minutes | 9/14/2016   | Backup Material |

FINNUP CENTER FOR CONSERVATION  
EDUCATION

5:00 PM, TUESDAY, SEPTEMBER 13, 2016

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

IV. NEW BUSINESS

1. Welcome New Board Member & Introductions
2. Zoo Monthly Report
3. FOLRZ Report
4. Field Trip to Primate Exhibit
5. AZA Accreditation Update

V. OLD BUSINESS

1. Review Capital Improvements Projects
2. CIP Representative

VI. BOARD MEMBER REPORTS

VII. ADJOURN

Zoo Advisory Board  
Minutes of Meeting Held  
Tuesday, September 13, 2016

Members Present: Jimmy Deal, Phil Sloderbeck, Taylor Freburg, Stacy Regan-Green

Members Absent: Donna Lightner, Kathy Diehl, Ryan Derstein

Others Present: Kristi Newland, Donna Wohler, Whitney Buchman, Jessica Norton

- I. The meeting was called to order at 5:15
- II. Approval of Agenda –The agenda was approved.
- III. Approval of Minutes –The minutes from the August meeting were approved.
- IV. New Business
  - a. Welcome New Board Member & Introductions – The board welcomed Stacy and introductions were made.
  - b. Zoo Monthly Report – A red panda cub was born and will probably stay in the den for a couple of months. A basilisk lizard arrived at the zoo and will be housed in one of the window exhibits in MOA. Staff had a second meeting with Zoo Advisors for Strategic Planning. Staff is working on signs including the Old Two Bits sign and butterfly garden signs. International Red Panda Day will be celebrated at the zoo on September 18. A volunteer signup sheet was passed around for A Wild Affair. Maintenance is working on conversions for the Przewalski’s Horse exhibit. Contractors addressed electrical and ventilation concerns identified during the AZA inspection.
  - c. FOLRZ Report – Membership numbers increased in August. The Friends have been preparing for A Wild Affair. The entrance gate procedures for Boo! at the Zoo will change this year with all gates opening at 4:00 pm. There is a discount for tickets purchased prior to the event.
  - d. Field Trip to Primate Exhibit – Postponed to another meeting.
  - e. AZA Accreditation Update –Staff reported on the accreditation hearing at the AZA annual conference where the Zoo received accreditation for another five years. Jimmy inquired about signs on zoo grounds to help make public aware of the high standards we have to meet to be accredited.
- V. Old Business
  - a. Review Capital Improvements Projects – A couple who will be moving to Garden City would like to donate a small carousel to the zoo. Carousels are very good moneymakers according to AZA surveys and Zoo Advisors. It will need to be enclosed, so the Friends are looking into a building kit that can house the carousel, along with expanded food service near the sluice. Plans are to address this in 2017. The board wants to ensure the carousel is in good condition. The board endorsed changes to the CIP projects to include this project.
  - b. CIP Representative – Stacy volunteered to serve on the CIP review committee.
- VI. Board Member Reports - None
- VII. The meeting was adjourned at 6:30.

**Next scheduled Meeting is October 4, 2016 at 5:00 p.m.**