



**AGENDA
CITY COMMISSION MEETING
Tuesday, February 7, 2017
1:00 PM**

City Administrative Center, 301 N. 8th Street

I. Note:

Pre-meeting at 11:00 a.m. – 11:45 a.m., located in the large meeting room at the City Administrative Center for the Commission to discuss Storm Water Financing. 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. January 17, 2017 City Commission minutes.

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

VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

A. The Garden City High School LiveWell Committee would like to introduce the Tobacco 21 program to the Governing Body.

B. The Governing Body is asked to consider and allow the Mayor to proclaim the month of February 2017 as Girl Scout Cookie Month in Garden City, Kansas.

VII. REPORT OF THE CITY MANAGER

A. Director of Aviation Powell will provide a presentation of the 2016 Airport Report.

B. Presentation of the January 2017 Cemetery Report.

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

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

VIII. MEETINGS OF NOTE

- February 13, 2017- Downtown Vision Inc. Annual Meeting at High Plains Public Radio at 6:00 p.m.
- February 23, 2017 - Governing Body Goal Setting Retreat at the City Administrative Center from 8:30 a.m. - 4:00 p.m.
- February 25, 2017 – Polar Plunge & Polar Strut for Special Olympics at Municipal Pool & Zoo from 10:00 a.m. – 12:30 p.m.
- February 25, 2017 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- March 9, 2017 - Garden City Area Chamber of Commerce Banquet in the Courtyard of the Horace Good Middle School, TBA.
- March 18, 2017 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- April 15, 2017 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- April 19, 2017 - Earth Day Celebration at Lee Richardson Zoo
- April 22-24, 2017 - Western Kansas Congressional Delegation reception in Washington, D.C.
- May 20, 2017 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.

IX. CONSIDERATION OF APPROPRIATION ORDINANCE

- A. Appropriation Ordinance No. 2428-2017A

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

XI. OLD BUSINESS

XII. NEW BUSINESS

- A. The Governing Body is asked to consider and approve a Development Agreement between Mr. Delmer Towns and the City of Garden City.
- B. The Governing Body is asked to consider and approve bid award for Towns Riverview Water Line Extension.
- C. The Governing Body is asked to consider and approve the Airport Concession Disadvantaged Business Enterprise (ACDBE) program.
- D. The Governing Body is asked to consider and approve the development agreement for the temporary ready-mix concrete plant to be located at 2277 West Mary Street.
- E. The Governing Body is asked to consider three appointments to the Community Health Advisory Board.
- F. The Governing Body is asked to consider one appointment to the Garden City Board of Zoning Appeals.
- G. The Governing Body is asked to consider three appointments to the Park and Tree Advisory Board.
- H. ***Consent Agenda for approval consideration:***

(The items listed under this "consent agenda" are normally considered in a

single motion and represent items of routine or prior authorization. Any member of the Governing Body may remove an item prior to the vote on the consent agenda for individual consideration.)

1. The Governing Body is asked to consider and approve a contract between Ellie Anne Kennedy and the City of Garden City Big Pool for pool management during the 2017 Season.
2. The Governing Body is asked to consider and approve the Garden City Police Department to purchase the NG911 phone system.
3. The Governing Body is asked to consider and accept the low bid from Burtis Motor Co. for a 2017 3/4-ton 4X4 regular cab chassis truck for the Waste Water Division.
4. The Governing Body is asked to consider and approve a proposal to clean approximately 4,788' of cast iron water main in various locations within the city. The requested work is in addition to the existing Sanitary Sewer Collections System agreement with Mayer Specialty Services, L.L.C.
5. The Governing Body is asked to consider and approve a proposal to clean 10,500' of water mains in various locations of the City. The requested work will be performed by Utility Service Co., Inc. The cost of the proposal is \$36,000.
6. The Governing Body is asked to consider and approve the Contractor Licenses for February 7, 2017.

XIII. CITY COMMISSION REPORTS

A. Commissioner Cessna

B. Commissioner Dale

C. Commissioner Doll

D. Mayor Law

E. Commissioner Fankhauser

XIV. OTHER ENTITIES

- A. Presentation of the December 20, 2016 minutes from the Garden City Recreation Commission.
- B. Presentation of the January 17, 2017 minutes for the Police/Citizens Advisory Board meeting.
- C. Presentation of the September 20, 2016 minutes from the Park and Tree Advisory Board.
- D. Presentation of the November 15, 2016 Park and Tree Advisory Board minutes.

XV. ADJOURN

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
January 17, 2017

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, January 17, 2017 with all members present. Commissioner Fankhauser opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

Barbara Campbell addressed the Governing Body with her concerns regarding the City's utility billing process. Ms. Campbell also commented on the new Santa Fe Park new playground equipment and stated it is a smaller set of equipment.

Commissioner Fankhauser moved to approve and allow the Mayor to proclaim the week of January 22-28, 2017 as Health Awareness Week in Garden City, Kansas. 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

Cemetery Director Stevenson presented the 2016 annual report from the Cemetery Department.

Governing Body set February 23, 2017 as the Commission Goal Setting Retreat at the Finnup Center from 8:30 a.m. – 4:00 p.m.

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

Staff provided several items of information for Governing Body review including the following: from Neighborhood Development Services Director Kentner the monthly building report, Cemetery Director Stevenson the monthly activity report, from Public Works Director Curran the monthly City Link Ridership report and from Zoo Director Newland the monthly activity report.

Meetings of note:

- January 18, 2017 – Garden City Area Chamber of Commerce breakfast at The Clarion Inn, Grand Ballroom – 7:10 a.m.
- January 18, 2017 – Kansas Municipal Utilities Day at the Capitol, Topeka, Kansas
- January 20, 2017 – City Commission training with Mike Conduff at City Administrative Center from 8:30 a.m. – 1:00 p.m.
- January 23, 2017 – Southwest Kansas Chambers of Commerce “SW Kansas Night Out in Topeka” from 5:30 – 7:30 p.m.
- January 25, 2017 – League of Kansas Municipalities, Local Government Day at Capitol Plaza Hotel at 2:00 p.m.
- February 7-9 2017 – Underground-Overhead Metering School at the Fairgrounds Exhibition Building
- February 13, 2017 – Downtown Vision Inc. Annual meeting at High Plains Public Radio at 6:00 p.m.
- February 25, 2017 – Polar Plunge & Polar Strut for Special Olympics at Municipal Pool & Zoo from 10:00 a.m. – 2:00 p.m.
- February 25, 2017 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- March 18, 2017 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- April 15, 2017 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.

- May 20, 2017 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.

Appropriation Ordinance No. 2427-2017A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$3,703,984.67 was read and considered section by section. Commissioner Fankhauser moved to approve and pass Appropriation Ordinance No. 2427-2017A. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered modifying Section 86-2 of the Code of Ordinances of the City of Garden City, Kansas to include adding Recreational Off-Highway Vehicles.

Ordinance No. 2757-2017, “AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF GARDEN CITY, KANSAS; AUTHORIZING THE OPERATION OF MICRO UTILITY TRUCKS OR RECREATION OFF-HIGHWAY VEHICLES; AMENDING SECTION 86-2 OF THE CODE OF ORDINANCES OF THE CITY AND SECTION 114.2 OF THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, EDITION OF 2016 (STANDARD TRAFFIC ORDINANCE); REPEALING EXISTING CODE SECTION 86-2, AND ORDINANCE NO. 2588-2013 AS THEY SPECIFICALLY APPLY TO SECTION 114.2 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2757-2017. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered a resolution declaring the boundary of the City as of January 1, 2017.

Resolution No. 2694-2017, “A RESOLUTION CORRECTING RESOLUTION NO. 2688-2016, DECLARING THE BOUNDARIES OF THE CITY OF GARDEN CITY, KANSAS AS OF THE 1ST DAY OF JANUARY, 2017” was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2694-2017. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2695-2017, “A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT (LEASE NO. 1000880-005) FOR POLICE DEPARTMENT EQUIPMENT WITH COMMERCE BANK, NA” was read and considered section by section. Commissioner Cessna moved to approve Resolution No. 2595-2017. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered a resolution to authorize the Mayor, City Manager, and City Staff to participate in development of a Feasibility Study under the Title XVI Water Reclamation and Reuse Program for Fiscal Year 2017.

Resolution No. 2696-2017, “A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, CITY MANAGER AND CITY STAFF TO PARTICIPATE IN THE DEVELOPMENT OF A FEASIBILITY STUDY UNDER THE TITLE XVI WATER RECLAMATION AND REUSE PROGRAM FOR FISCAL YEAR 2017” was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2696-2017. 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

At 2:00 p.m., Mayor Law opened the public hearing for the purpose of the Governing Body hearing and answering concerns, questions, and/or objections of taxpayers relating to the establishment of the District and adoption of the Prairie View Acres RHID.

Rod Fercking stated he was in attendance representing the owner if the Governing Body had any questions regarding the project.

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

Ordinance No. 2758-2017, “AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (PRAIRIE VIEW ACRES PROJECT)” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2758-2017. 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 an update to the Downtown Development Fund Application and a new Scoring Matrix for 2017. 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

Executive Director of Downtown Vision, Inc., Myca Bunch reviewed the annual report for 2016 with the Governing Body.

Commissioner Fankhauser moved to approve the semi-annual report for the CDBG Revolving Loan Fund on behalf of Great Plains Development, Inc. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to reschedule the first regular City Commission meeting in July 2017 to July 6, 2017 at 9:00 a.m. at the City Administrative Center. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to schedule three Town Hall meetings on January 31, May 30, and August 29 at 7:00 p.m. at the City Administrative Center. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to appoint Larry Geier to serve as a City representative on the Finney County Economic Development Corporation Board for a three year term from January 2017 – December 2019. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved to re-appoint Kevin Campbell and appoint Gilbert Valerio each to serve three-year terms from January 2017 – December 2019 on the Public Utilities Advisory Board. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the following:

1. The Governing Body considered and approved an agreement for plan review services for building permit applications, for Trent Maxwell.
2. The Governing Body considered and approved a professional services agreement with Earles Engineering & Inspection, Inc. for the 2014-2016 Kansas Avenue KLINK project.
3. The Governing Body considered and approved the contractor's licenses for January 17, 2017.
4. The Governing Body considered and approved the Cereal Malt Beverage and Taxicab licenses for January 17, 2017.

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Fankhauser welcomed Larry Geier to the Finney County Economic Development Corporation Board. Commissioner Fankhauser thanked Executive Director Myca Bunch for her report on Downtown Vision Inc. Commissioner Fankhauser thanked Cemetery Director Stevenson for his update on the Cemetery.

Commissioner Cessna echoed the thoughts of Commissioner Fankhauser. Commissioner Cessna thanked the Street Department for the great job they did on snow removal. Commissioner Cessna thanked Water Resource Manager Jones for the work on the reclamation resolution and stated it was a great opportunity. Commissioner Cessna shared that a Garden City teacher recently received \$25,000 grant for a water conservation tool. Commissioner Cessna invited everyone to a ribbon cutting for the Walking Trail at Victor Ornelas Elementary School on Thursday, January 19, 2017 at 2:30 p.m.

Commissioner Dale echoed the thoughts of both Commissioner Fankhauser and Commissioner Cessna. Commissioner Dale thanked Gilbert Valerio for his willingness to serve on the Public Utilities Advisory Board. Commissioner Dale thanked all staff that prepared for the ice storm. Commissioner Dale mentioned he noticed that the Cemetery had the highest number of burials in the April and May months.

Commissioner Doll stated she appreciated the work that staff put into the video that was shared on social media regarding the ice storm.

Mayor Law thanked staff for the time work and effort that was put in the storm readiness.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: February 7, 2017
RE: Presentation of the Tobacco 21 Program

ISSUE:

The Garden City High School LiveWell Committee would like to introduce the Tobacco 21 program to the Governing Body.

BACKGROUND:

The Garden City High School LiveWell Committee is made up of students who are passionate about improving the health and reducing the use of nicotine among the teens of our City. To help raise awareness, they would like to introduce the Tobacco 21 program to this Governing Body. The Tobacco 21 program has been initiated to increase the minimum legal age of the sale of tobacco products from 18 to 21. The students would like to inform the Governing Body of their efforts to increase the awareness and benefits of this program here in Garden City.

The students have been asking for support and endorsement for the Tobacco 21 program in our community. Please refer to the attached letter from Dr. Karlin and the current list of endorsements the students have received. This presentation has also been given to the Community Health Advisory Board (CHAB) at an earlier date. The CHAB is prepared to make a recommendation to the Governing Body if and when an ordinance is presented.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Endorsement Letter	2/1/2017	Backup Material
Endorsements	2/1/2017	Backup Material



January 13, 2017

To Whom It May Concern,

We have found a problem in not only our city, but our nation as well: the availability and use of tobacco and nicotine products among teens.

The LiveWell Finney County organization found a group of high school students that are passionate about solving this nicotine problem, thus forming the Garden City High School LiveWell committee. This committee has established the solution to lowering the risk of underage smoking by increasing the minimum age of sale and purchase of tobacco products. This includes e-cigarettes, vapor products and paraphernalia from eighteen to twenty-one years of age.

Nicotine is the most addictive substance. Adolescent brains are continuously developing and are uniquely sensitive to nicotine addiction. Most underage teens receive access to tobacco products from those that meet the minimum age of 18. If the age was raised to 21, the availability would decrease (since the age of underage teens to young adults is less common).

A March 2015 Institute of Medicine study estimated that "Tobacco 21" implementation would reduce smoking among 15-17 year olds by 25% and among 18-20 year olds by 15%. There would be fewer smokers before age 18 and that would lead to fewer long-term smokers reducing overall smoking rates by an estimated 12%. In the business impact, Ohio State University estimated that the average smoker costs a private employer \$5,218 per year in excess costs related to their smoking.

We are asking for your support and endorsement for the "Tobacco 21" ordinance. Ninety-four cities in seven states and the entire state of Hawaii have passed a "Tobacco 21" ordinance. Help us progress our city in the journey for better health through your endorsement of "Tobacco 21".

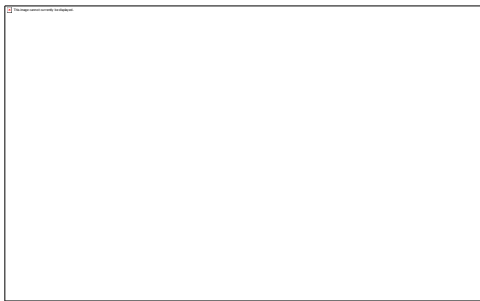
Thank you for your time and your support in our attempt to get this law passed.

Sincerely,

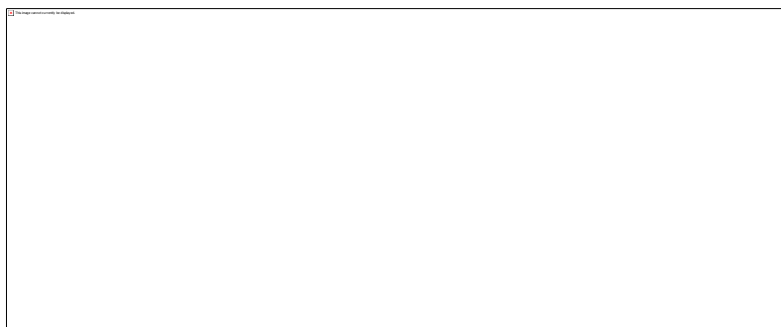
Steve Karlin, Ed.D.
Superintendent of Schools

T21 More Than 40 Endorsing Organizations – Including:





**St. Catherine
Hospital**



Randall K McVey, MD PA

Dr. Matthew Gerstberger, OD

Dr. Timothy Hanigan, DDS MS

Palace Computer Center

Wasinger Chiropractic & Acupuncture, LLC

Traditions Sandwich Shop

**The Breast Center at
St. Catherine Hospital**





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: February 7, 2017
RE: 2017 Girl Scout Cookie Month

ISSUE:

The Governing Body is asked to consider and allow the Mayor to proclaim the month of February 2017 as Girl Scout Cookie Month in Garden City, Kansas.

BACKGROUND:

None.

ALTERNATIVES:

1. Approve the proclamation as presented.
2. Do not approved the proclamation.

RECOMMENDATION:

Staff recommends approval of the proclamation.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
2017 Girl Scout Month	2/2/2017	Backup Material

PROCLAMATION

WHEREAS, Girl Scouts, the pre-eminent organization for girls in the United States and around the world, has been an active part of the Garden City community; and

WHEREAS, through the Girl Scout Cookie Program, girls learn about business, goal-setting, the value of teamwork and money management, all of which helps them become leaders who are confident in themselves and their abilities, use their knowledge to effect change in their lives and in the lives of those around them; and

WHEREAS, through the support of generous donors and annual product-sale activities, such as the Girl Scout Cookie Sale, the Girl Scout organization is able to offer quality programs on a year-round basis to girls in all racial, ethnic, cultural, religious and socioeconomic groups; and

WHEREAS, the City of Garden City is committed to supporting the programs provided by the Girl Scouts of Kansas Heartland and encourages our communities to support Girl Scouting and its annual money-earning activity: the annual Girl Scout Cookie Sale;

NOW, THEREFORE, I, Chris Law, Mayor of the City of Garden City, Kansas do hereby proclaim February, 2017 as

Girl Scout Cookie Month

and encourage all citizens to support the ***Annual Girl Scout Cookie Sale***, which begins February 13th and will end March 20th and making an investment in the lives of girls and upholding the enterprising spirit of Girl Scouts to remain a self-sufficient organization.

Signed and sealed this 7th day of February, 2017.

Chris Law, Mayor

Attest:

Celyn N. Hurtado, City Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: February 7, 2017
RE: 2016 Airport Report

ISSUE:

Director of Aviation Powell will provide a presentation of the 2016 Airport Report.

BACKGROUND:

Attached is the 2016 Airport Report.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
2016 Airport Report	2/1/2017	Backup Material

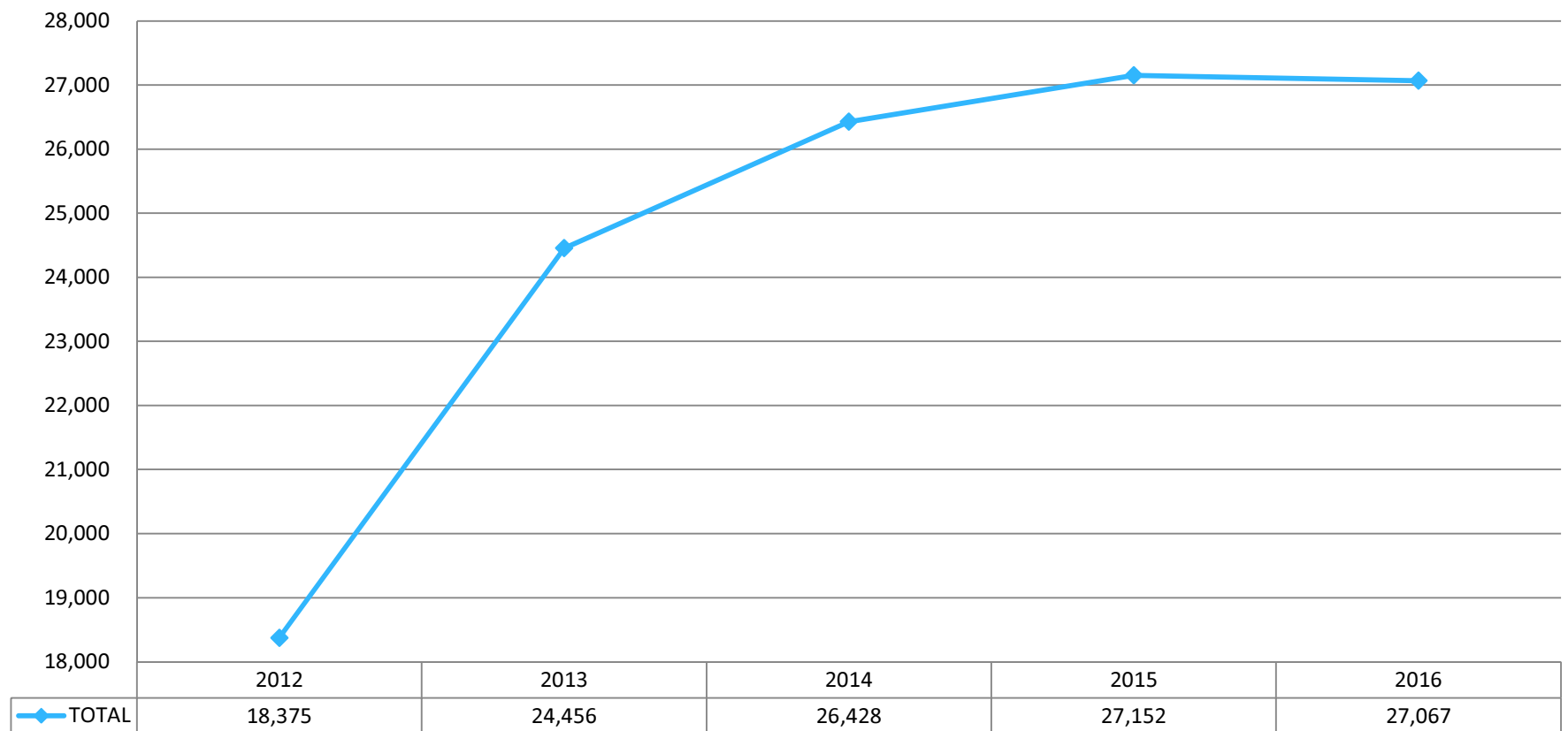
Garden City Regional Airport

Fly Local, Fly Home

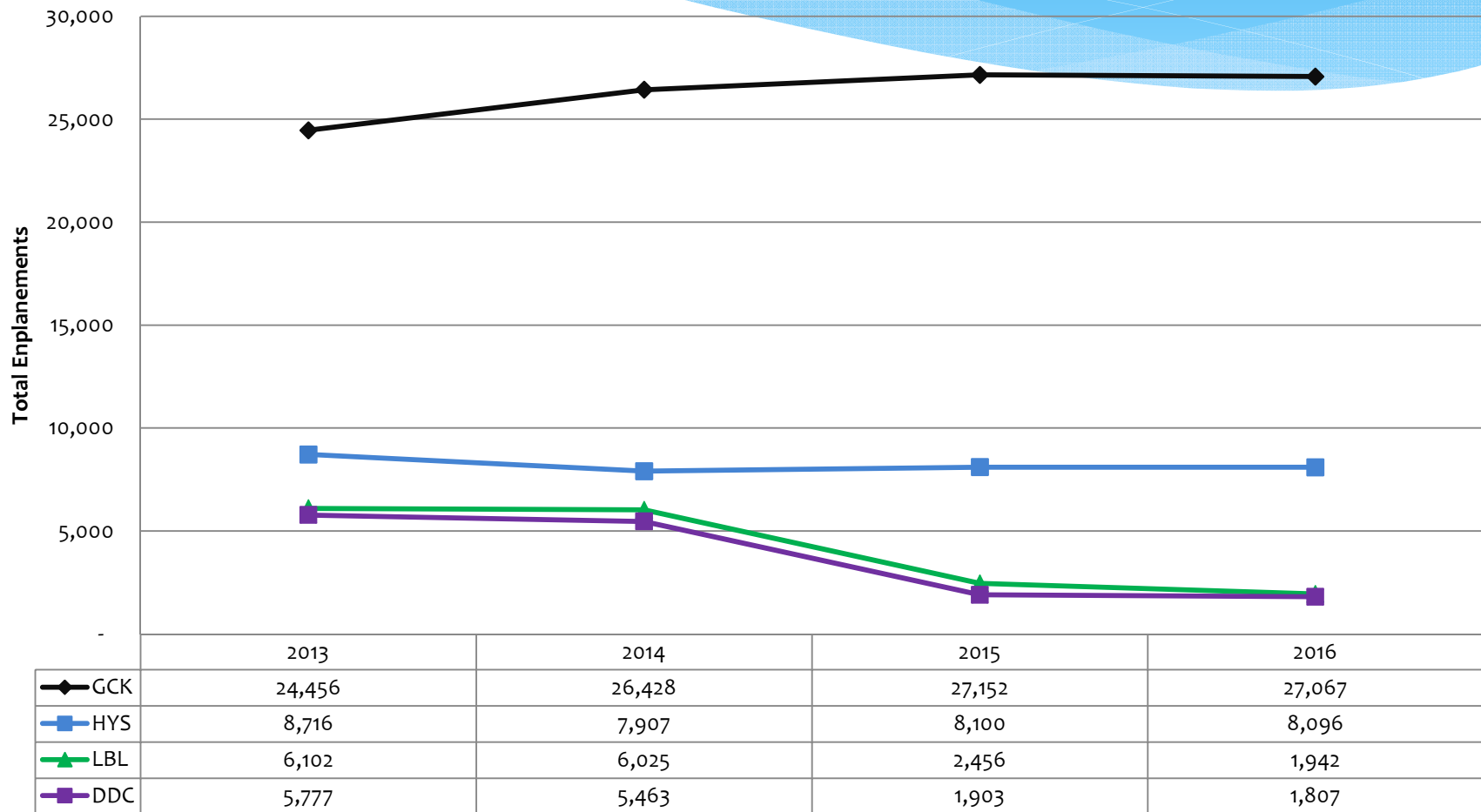
2016 GCK Enplanements

- * Year to date airline and casino flight enplanements: 27,067
- * The final count will be provided by the FAA in July 2017. Usually the count will increase by 250-500 enplanements (based on the number of charters that voluntarily report).
- * Staff anticipates the final count will exceed 2015 enplanements.

GCK Enplanement History



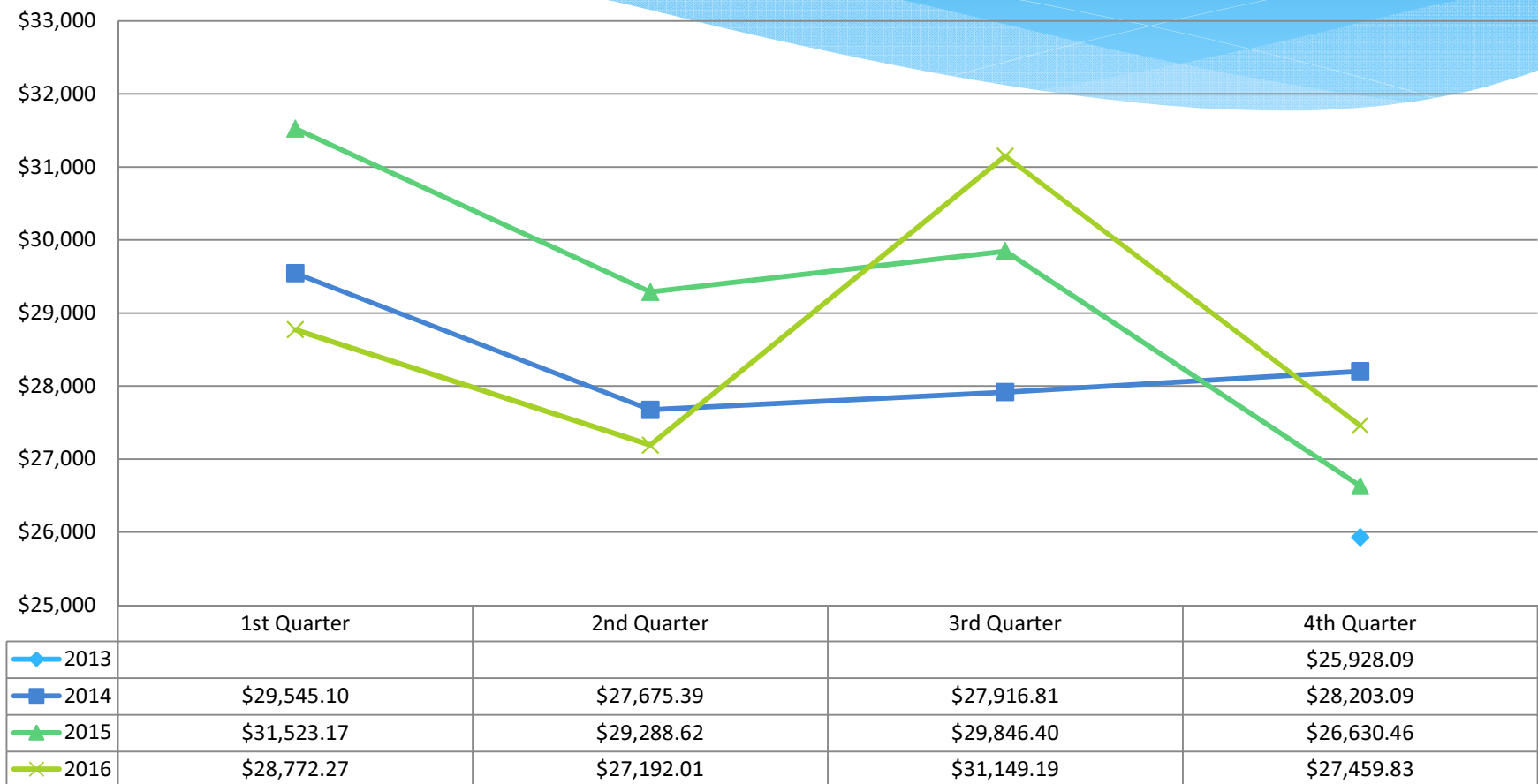
Western Kansas Enplanement Comparison



Landing and Departure Summary

- * 1,464 scheduled flights, 30 cancelled flights
 - * 2% of flights were cancelled
 - * National average is 31.6%
 - * (Bureau of Transportation Statistics, February 2016)
- * 941 non-revenue passengers
 - * Do not count as enplanements
- * 2016 Average load factor 75% load factor
 - * Lowest month was 66% and highest month was 80%

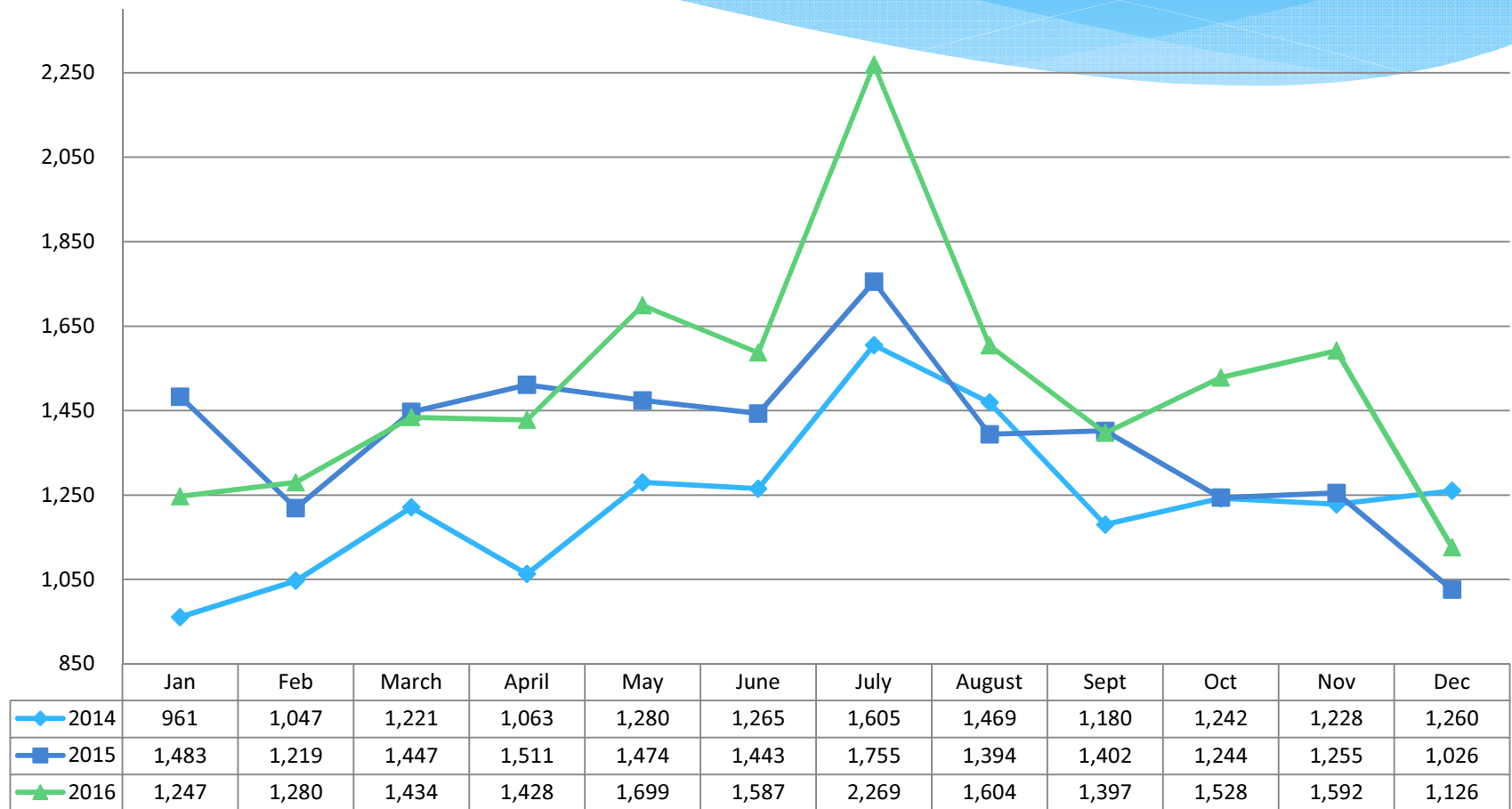
Passenger Facility Charge



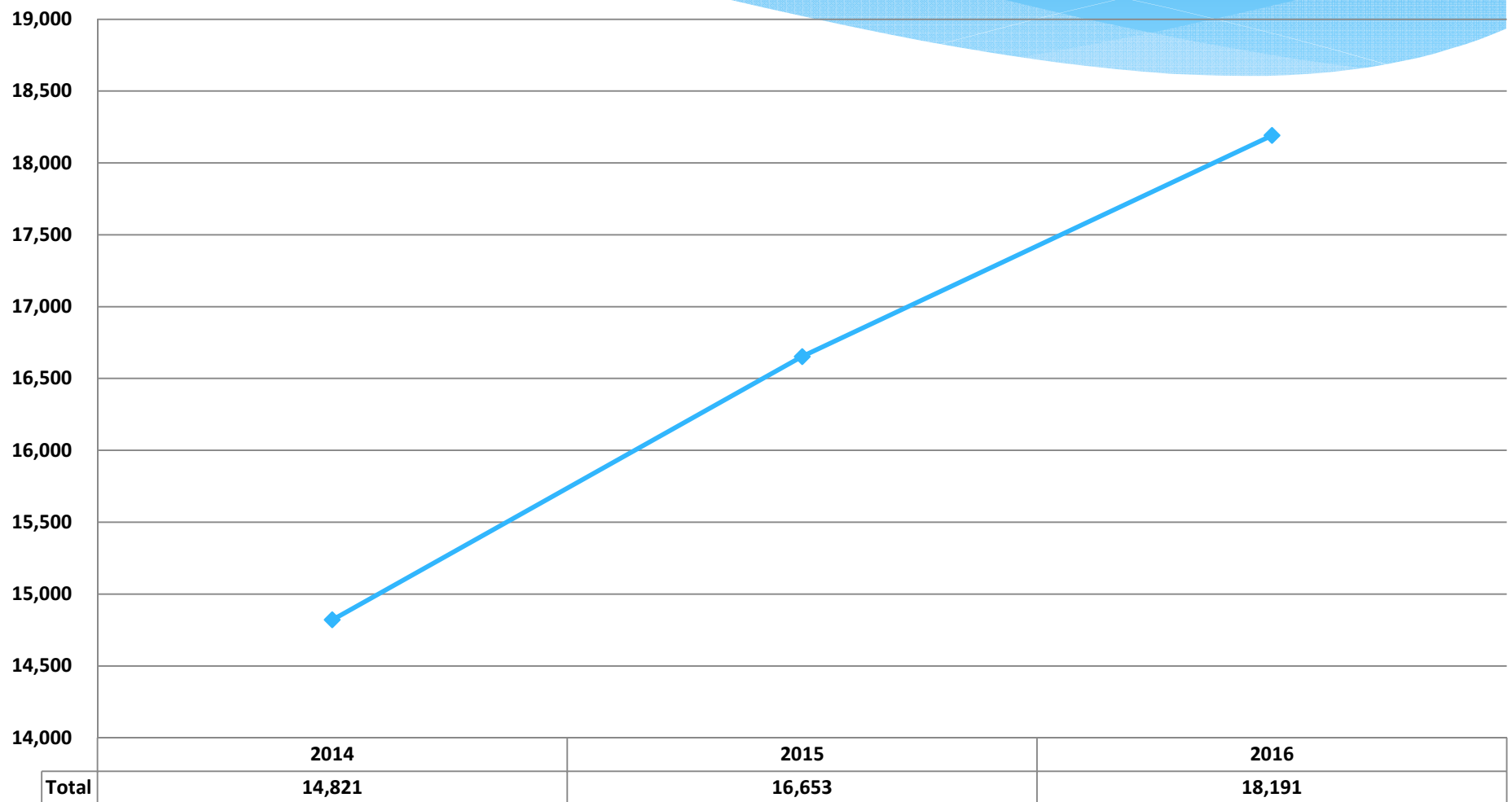
Passenger Facility Charge

- * Total Collected: \$371,144
 - * Projects: Security Enhancements, Rehab RWY, SRE Broom, Rehab TWY A (3 phases), RWY VASI, and ARFF Vehicle
- * Total Remaining on Application: \$399,484
 - * Projects: ARFF Building, Rehab TWY A (4 phases), Airport Master Plan and Wildlife Fence Phase I.

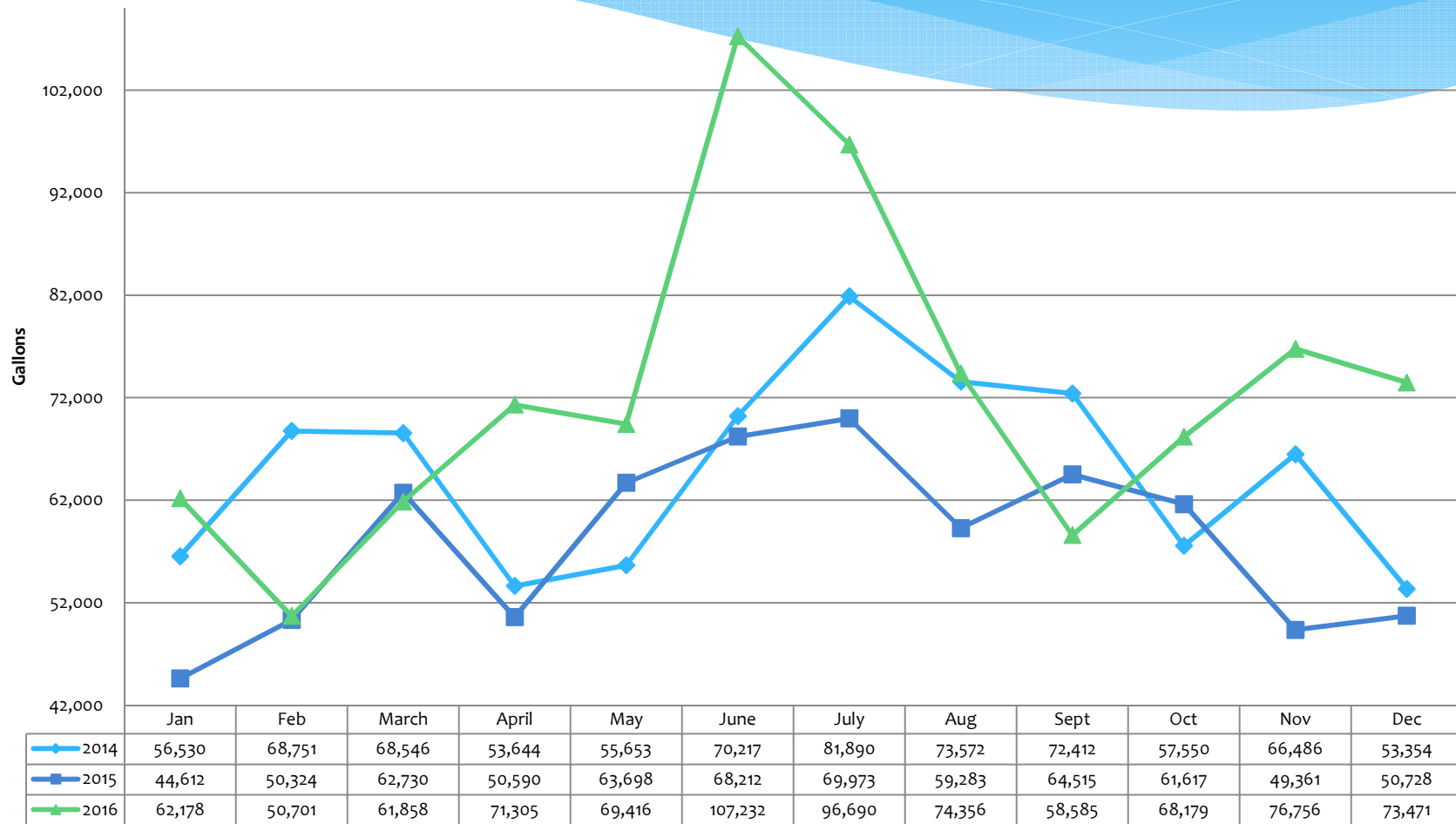
Monthly ATCT Operations



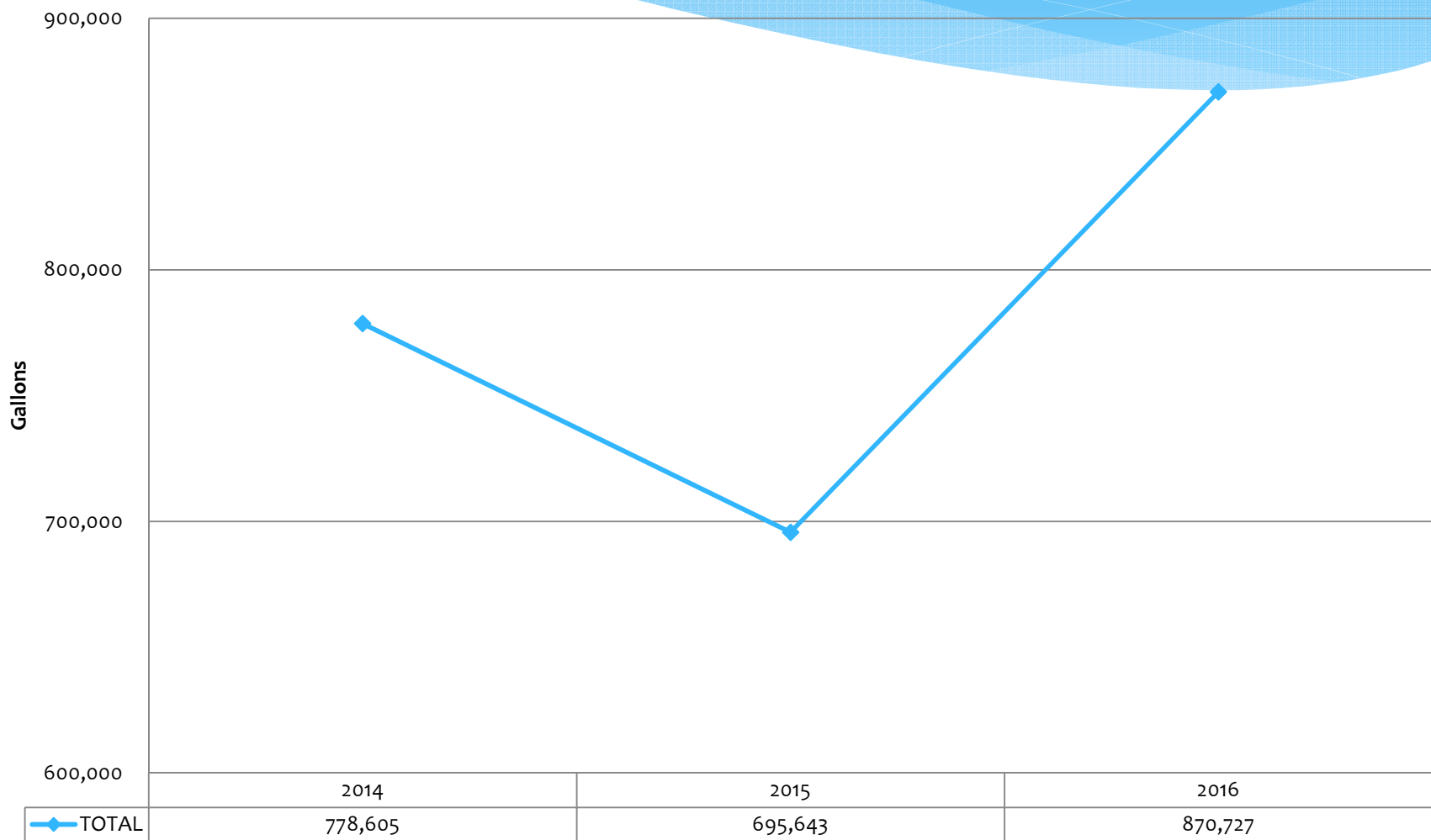
Annual ATCT Operations



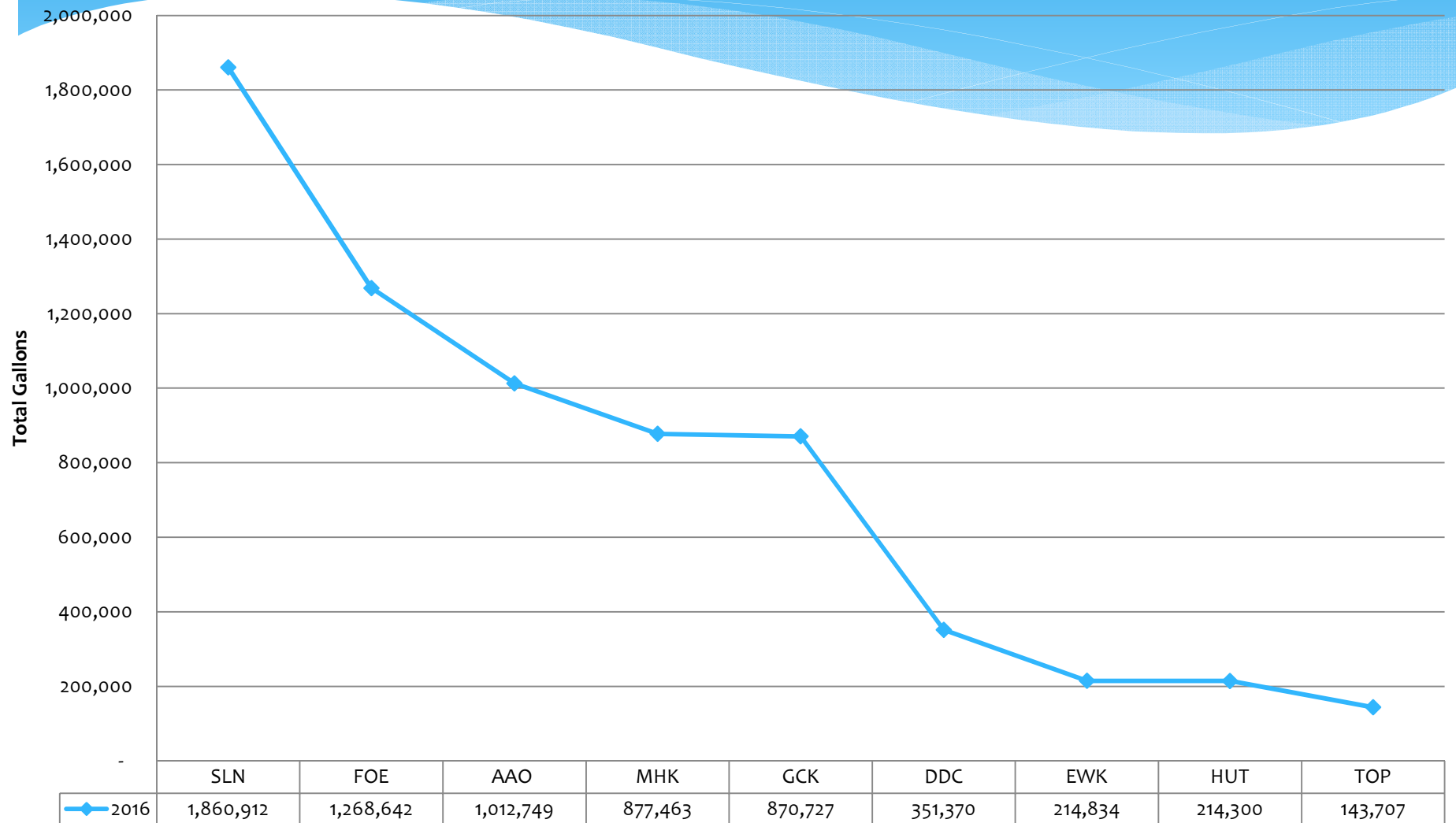
GCK Fuel Sales



GCK Fuel Sale Comparison



Region Fuel Sale Comparison



2016 Airport Improvement Projects

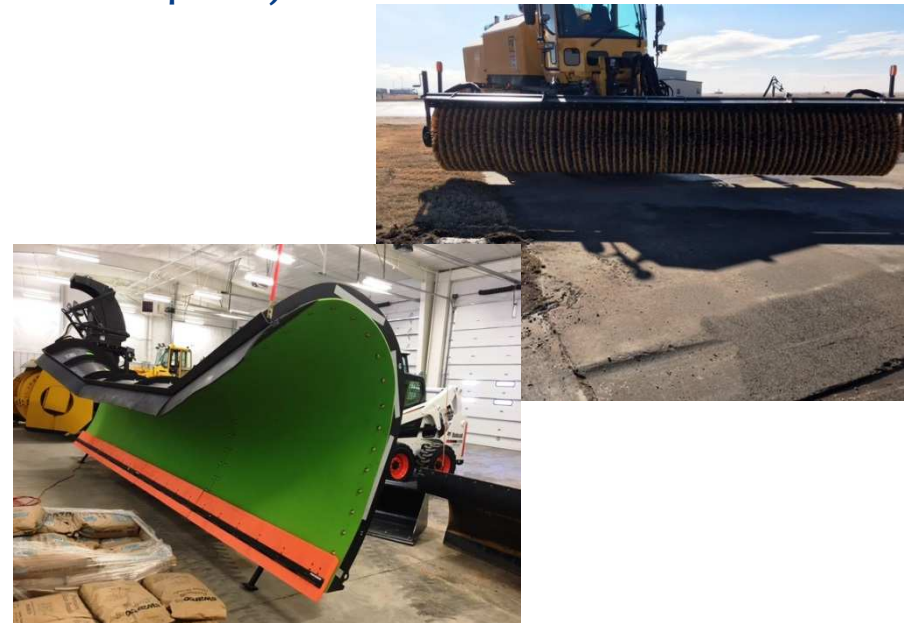
- * Snow Removal Equipment

- * Total amount \$693,684

- * \$623,025 Federal funds

- * \$70,659 City funds

- * \$1,434 two spare sets including caster tire, wheel with axle and bearings (one for the broom and one for the plow) were not AIP eligible



2016 Airport Improvement Projects

- * Taxilane, ARFF and Fuel Farm Access Road
 - * Total amount \$1,537,627
 - * \$1,383,865 Federal funds
 - * \$153,762 City funds
 - * The project is 95% completed with seeding occurring in the spring of 2017.

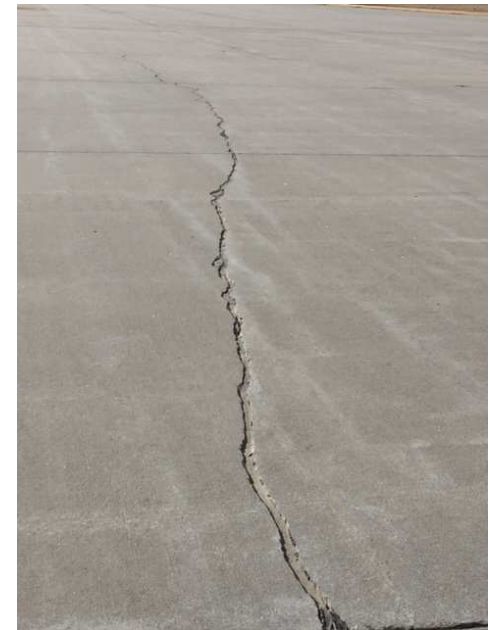


2017 Airport Improvement Projects

- * Terminal Area Plan
 - * Total amount \$150,000
 - * Federal funds \$135,000
 - * City funds \$15,000
 - * Airport Consultant Selection Committee has provided a recommendation and working with the consultant to prepare an agreement.

2017 Airport Improvement Projects

- * Apron Rehab, Sign replacement and RWY repair
 - * Total \$563,330
 - * Federal funds \$506,997
 - * City funds \$56,333



Projects

- * Airfield Painting
- * Army Air Base Flag and Flag Site
- * Landside Painting
- * Building and Hangar Repairs



Equipment

- * Consideration of 2016 cash carryover to allocate to equipment procurement.
- * New equipment request: tractor with a grader blade, snow/loader bucket and a mower deck.
- * New equipment would replace a 1982 grader a 1998 tractor



Marketing and Advertising

- * Airport Logo Development and Brand Elements
- * Airport Name Recommendation
- * Strategic Marketing and Brand Implementation



Fly Local, Fly Home

Questions?



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cemetery Department
DATE: February 7, 2017
RE: Cemetery Monthly Report January 2017.

ISSUE:

Presentation of the January 2017 Cemetery Report.

BACKGROUND:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

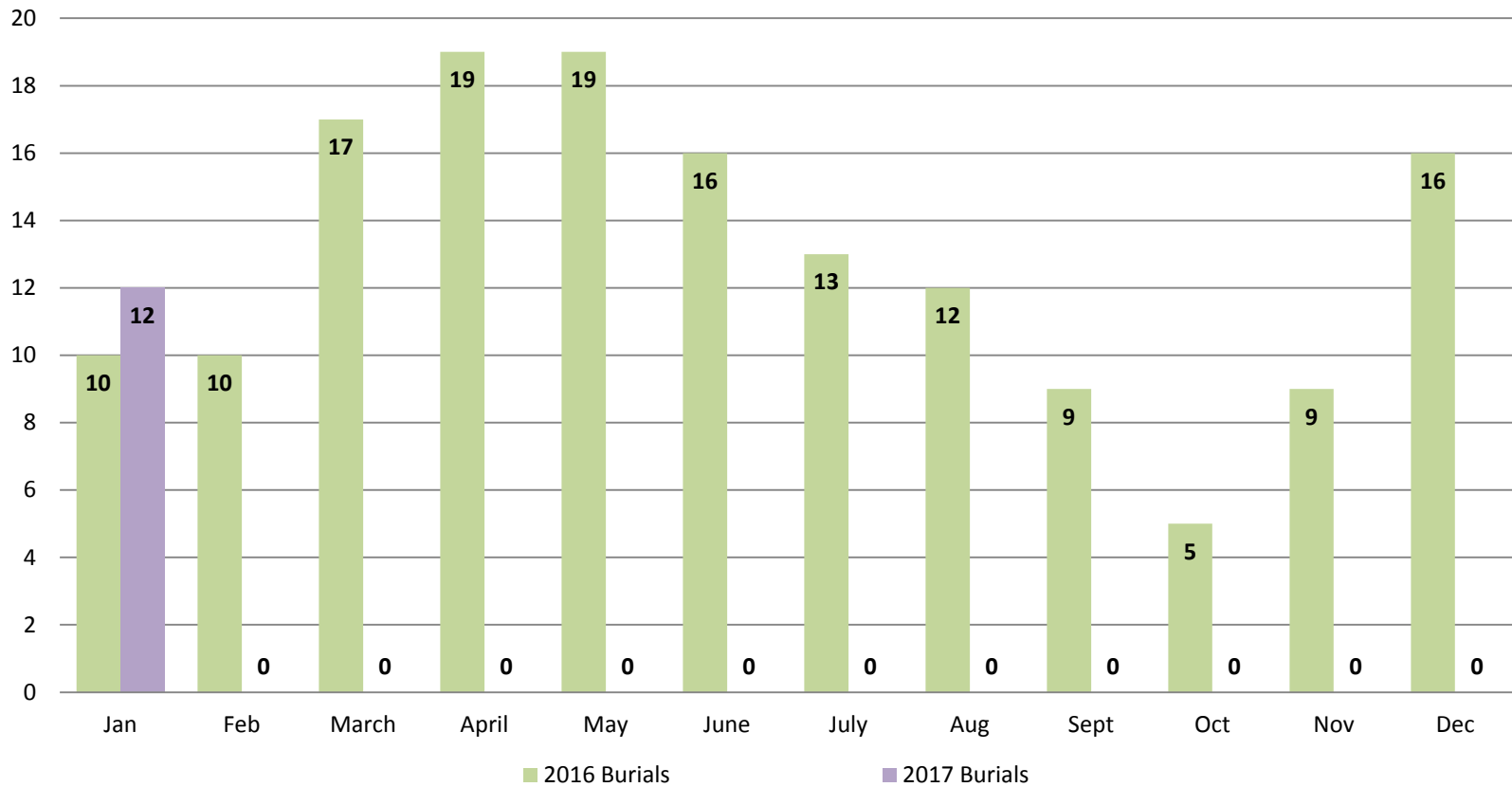
None.

ATTACHMENTS:

Description	Upload Date	Type
Cemetery Burial Charts 2016 vs. 2017	2/1/2017	Backup Material
Cemetery Revenue Chart Jan 2017	2/1/2017	Backup Material

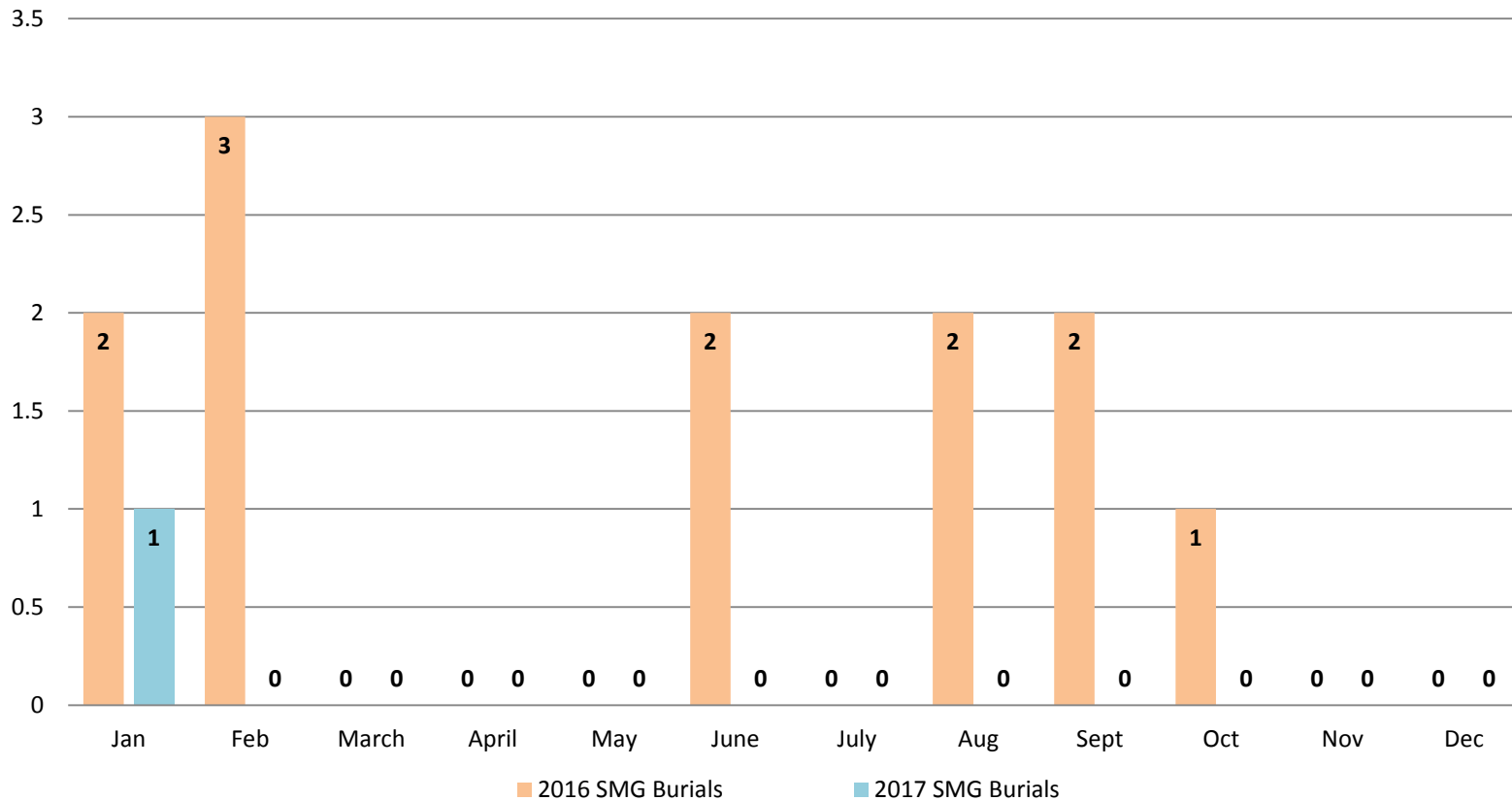
Cemetery Department Burial Chart

Valley View Cemetery 2016 vs. 2017

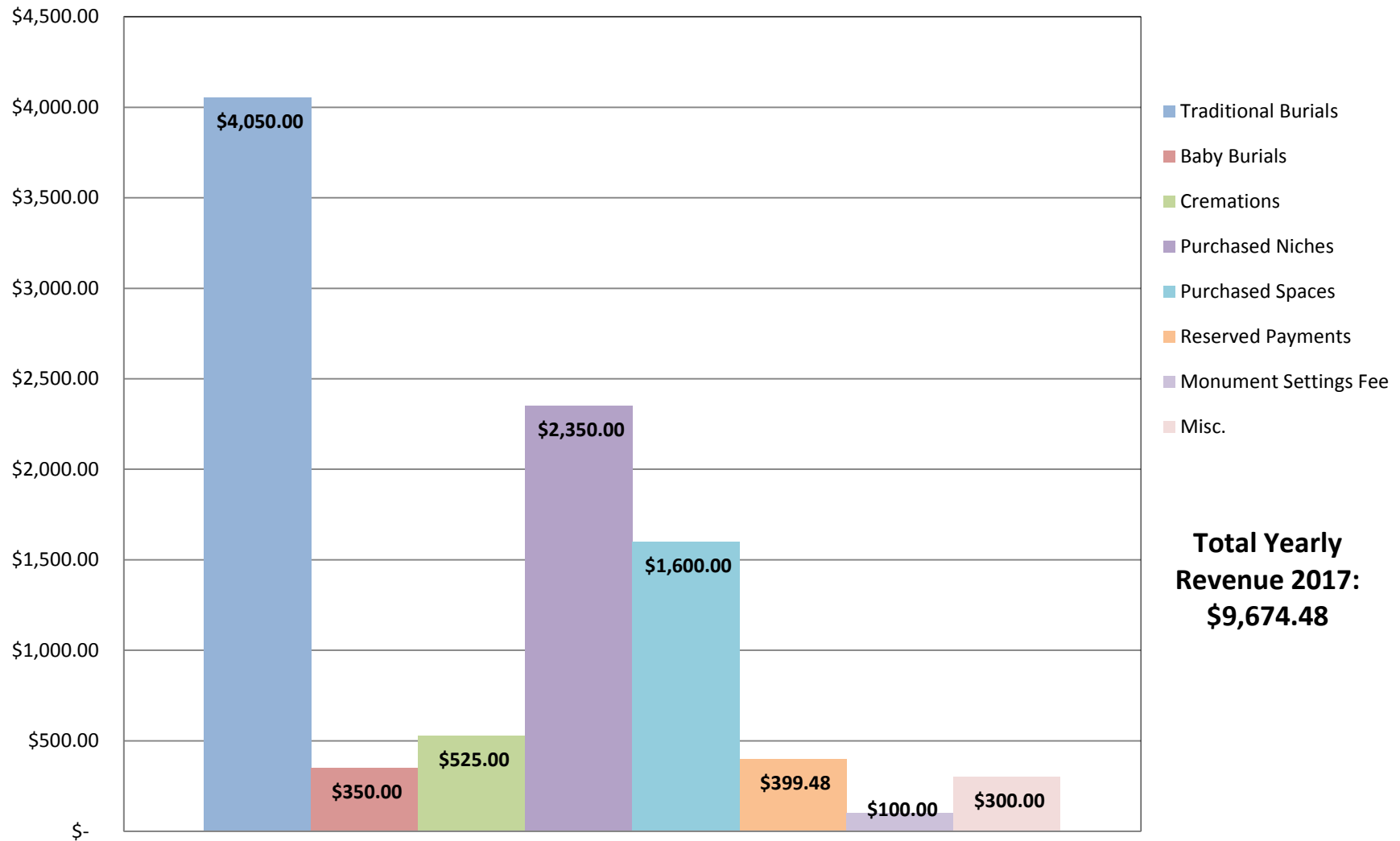


Cemetery Department Burial Chart

Sunset Memorial Gardens 2016 vs. 2017



Cemetery Department
Monthly Revenue
January 2017



**Total Yearly
Revenue 2017:
\$9,674.48**



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: February 7, 2017
RE: Police Department Monthly Reports for December 2016.

ISSUE:

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

BACKGROUND:

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

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
2016 Master Activity report	2/3/2017	Backup Material

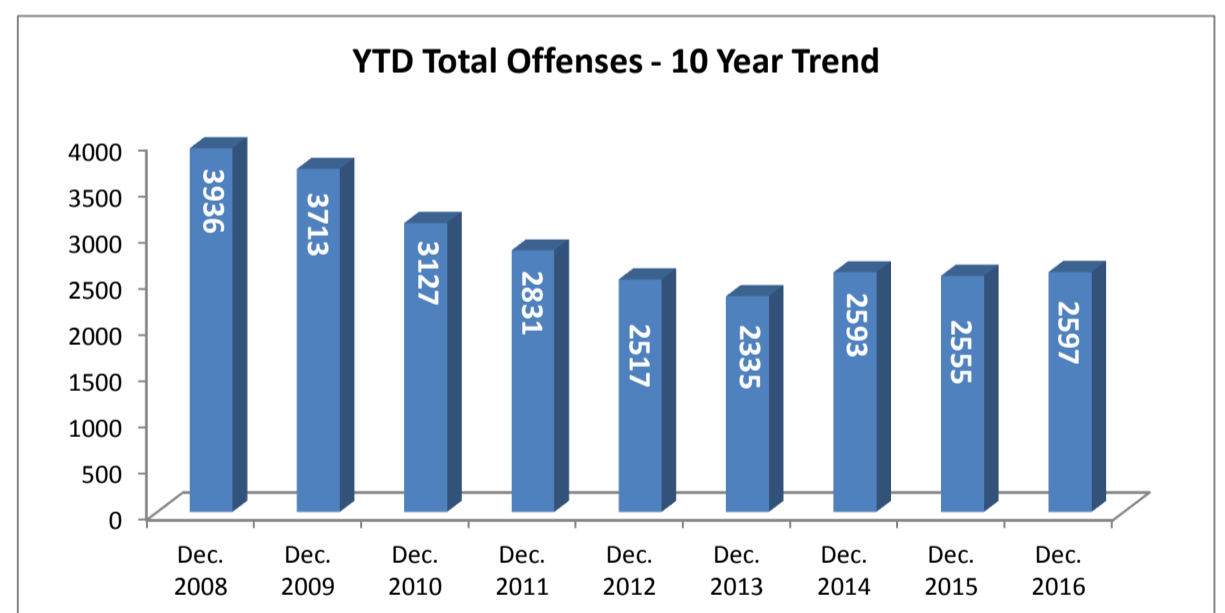
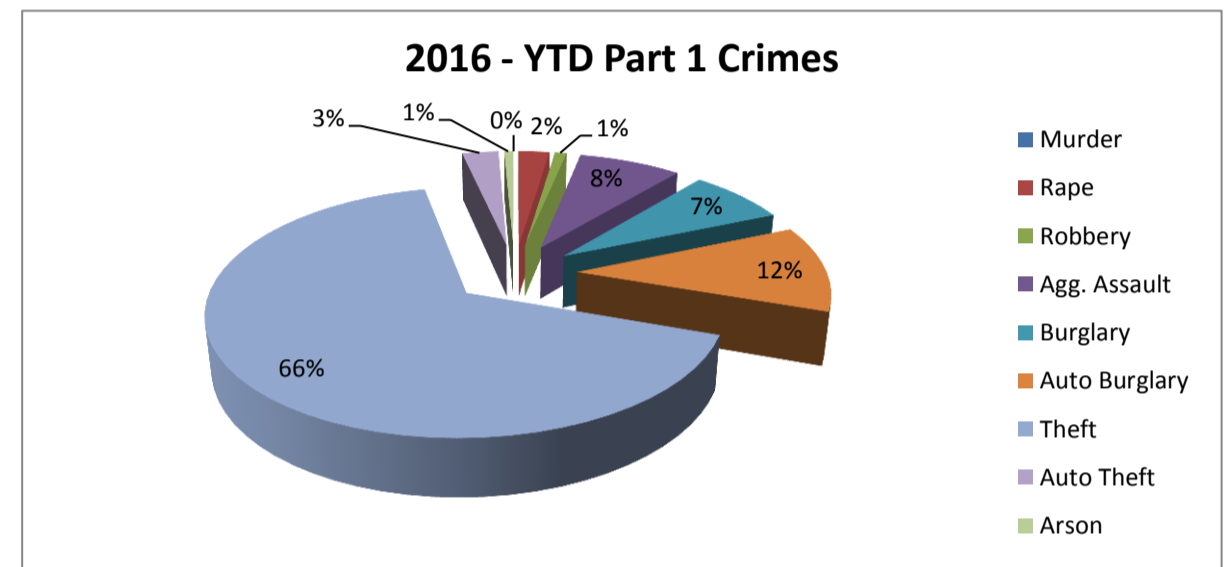


GARDEN CITY POLICE DEPARTMENT

Monthly Activity Report - December 2016

Offenses Reported

	Dec. 2016	YTD 2016	Dec. 2015	YTD 2015	% Change YTD	Arrests This Month	Arrest To Date This Year
Part 1 Crimes							
Murder	0	0	0	2	-100%	NA	NA
Rape	2	24	1	15	60%	NA	NA
Robbery	1	9	0	9	UNDF	NA	NA
Agg. Assault	4	79	6	60	32%	NA	NA
Burglary	7	76	8	90	-16%	NA	NA
Auto Burglary	6	118	3	102	16%	NA	NA
Theft	68	669	70	570	17%	NA	NA
Auto Theft	4	28	4	35	-20%	NA	NA
Arson	0	7	0	6	17%	NA	NA
Total:	92	1010	92	889	14%	0	0
Misc. Part 2 Crimes							
Criminal Trespass					UNDF		
Criminal Damage					UNDF		
Drug Violation					UNDF		
Forgery					UNDF		
Graffiti					UNDF		
Sexual Exploitation					UNDF		
Kidnapping					UNDF		
Liquor Violations					UNDF		
Sex Offenses					UNDF		
Simple Assault					UNDF		
DV Battery					UNDF		
Weapons					UNDF		
Stalking					UNDF		
All Other Crimes					UNDF		
Total:	0	0	0	0	UNDF	0	0

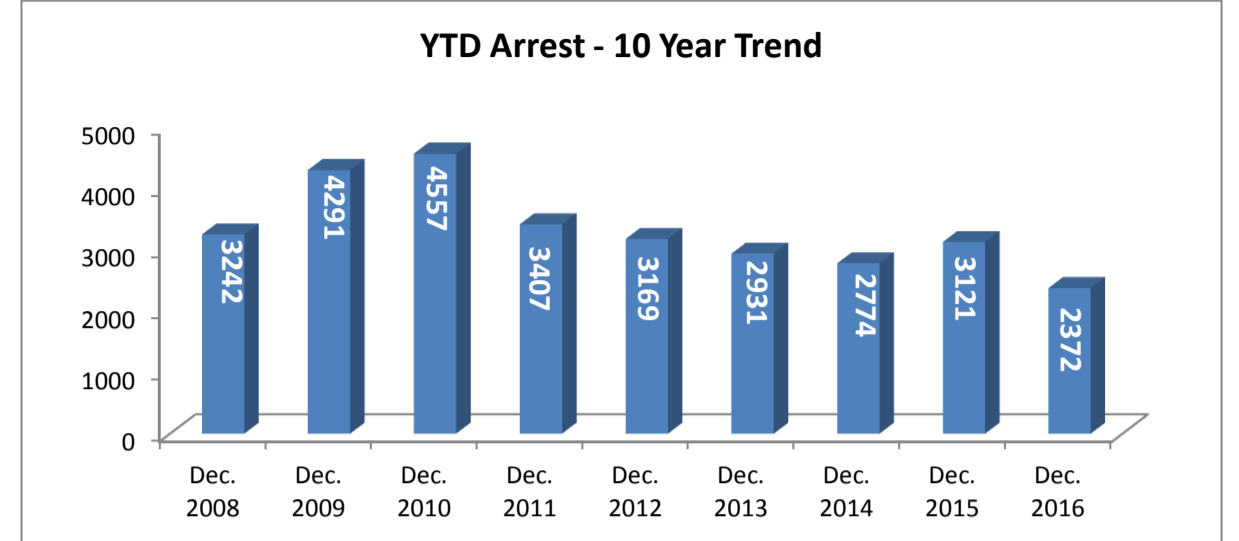


Community Statistics 2011-2016						
	2011	2012	2013	2014	2015	2016
Population	28,855	29,167	30,678	30,761	30,945	30,948
New Commercial Business	10	10	11	11	29	3
New Residential Homes	46	20	61	34	95	16
Patrolling Area	8.68 sq miles	9.07 sq mi	9.18 sq mi	9.31 sq mi	9.75 sq mi	10.23 sq mi

Offense Reports Summary				
	Dec. 2016	YTD 2016	Dec. 2015	YTD 2015
Offense Reports	224	2929	246	2795
Patrol/CRD Supplemental Rep	422	2550	102	1489

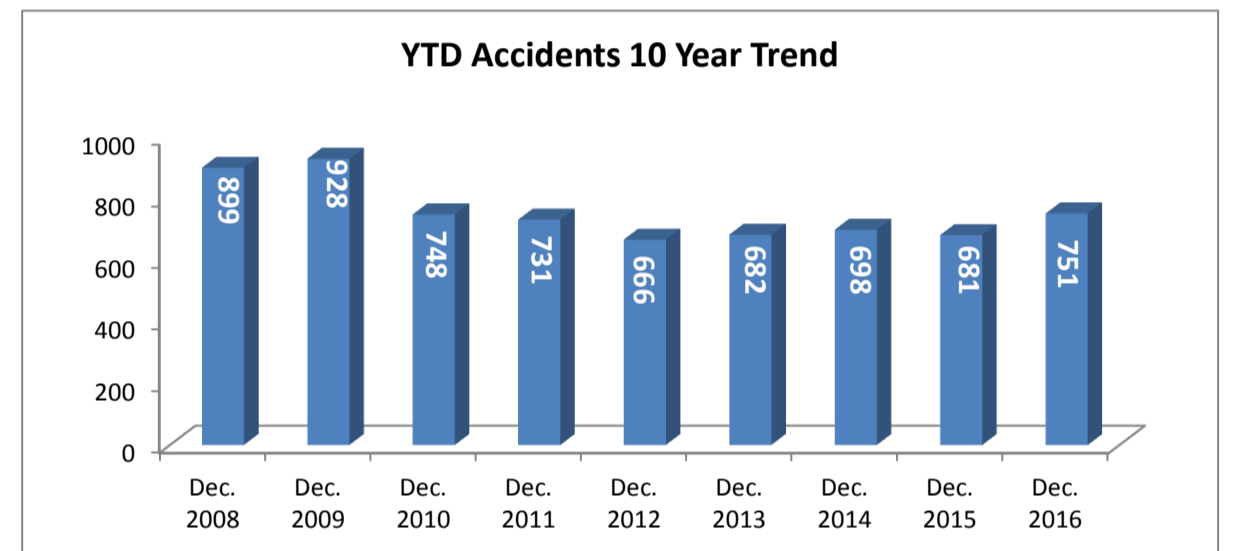
Arrests

	Dec. 2016	YTD 2016	Dec. 2015	YTD 2015	% Change YTD
All Other Adult Arrests	159	2116	225	2736	-23%
Alcohol Related Arrests	13	N/A	N/A	N/A	UNDF
Drug Related Arrests	60	N/A	N/A	N/A	UNDF
Total Adult Arrest	232	2116	225	2736	-23%
Juveniles Detained	8	256	27	385	-34%
Alcohol Related Detained	4	N/A	N/A	N/A	UNDF
Drug Related Detained	1	N/A	N/A	N/A	UNDF
Curfew Violations	5	N/A	N/A	N/A	UNDF
Total Juvenile Arrest	18	256	27	385	-34%
Total Custody:	250	2372	252	3121	-24%



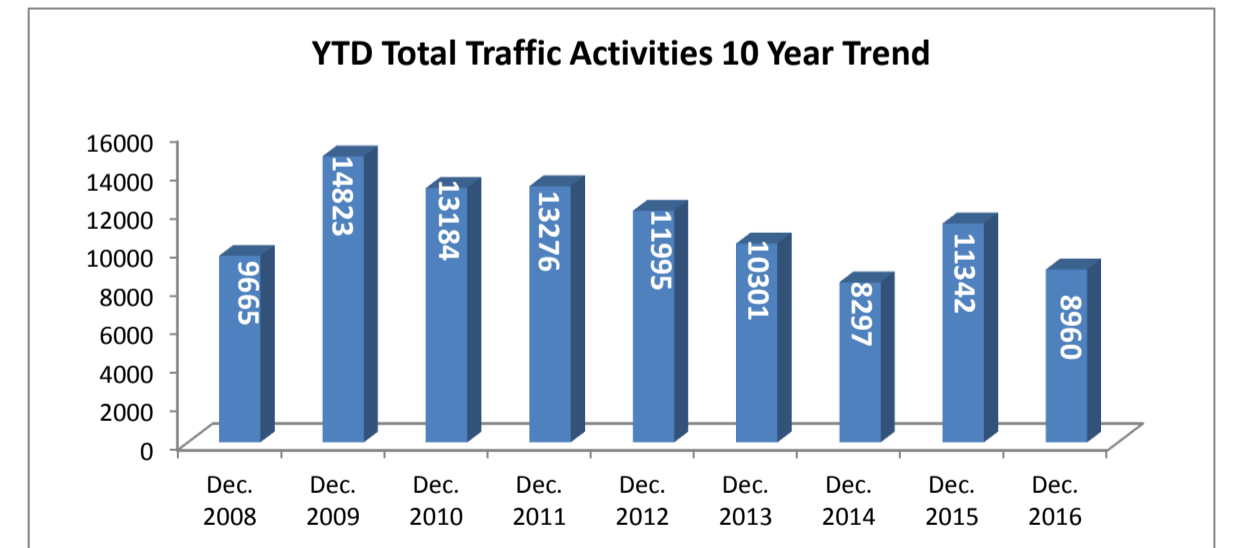
Accidents

	Dec. 2016	YTD 2016	Dec. 2015	YTD 2015	% Change YTD
Fatal Accidents	1	1	0	0	UNDF
Injury Accidents	7	71	4	59	20%
Non-Injury Accidents	65	751	39	622	21%
Total Accidents:	73	823	43	681	21%

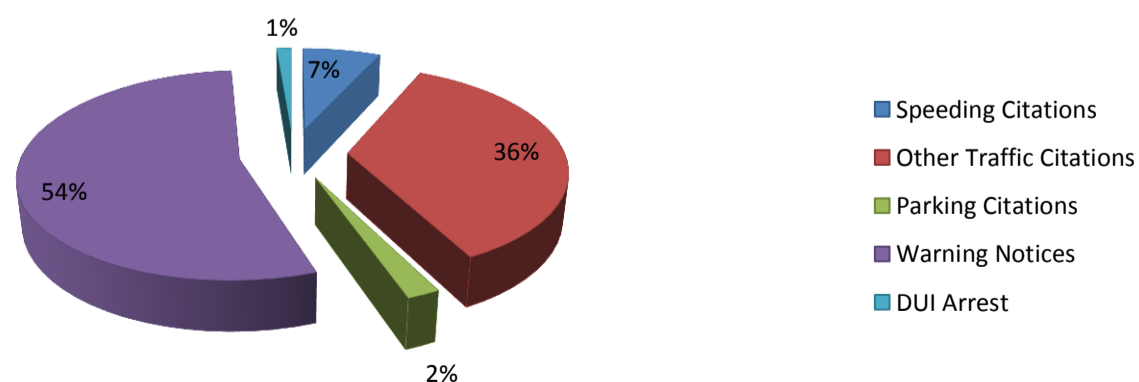


Traffic Enforcement

	Dec. 2016	YTD 2016	Dec. 2015	YTD 2015	% Change YTD
Speeding Citations	152	613	23	490	25%
Other Traffic Citations	408	3194	273	3909	-18%
Parking Citations	29	185	28	165	12%
Warning Notices	644	4852	429	6634	-27%
DUI Arrest	11	116	9	144	-19%
Totals:	1244	8960	762	11342	-21%



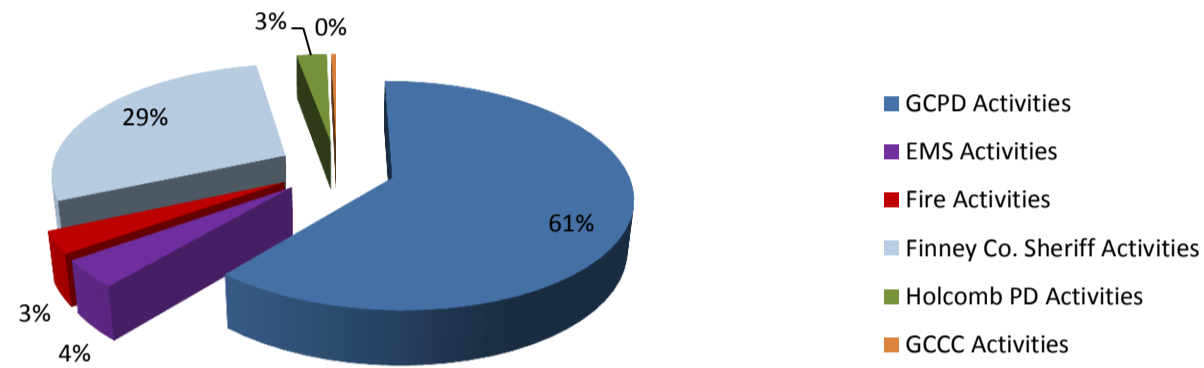
2016 - YTD Traffic Activities



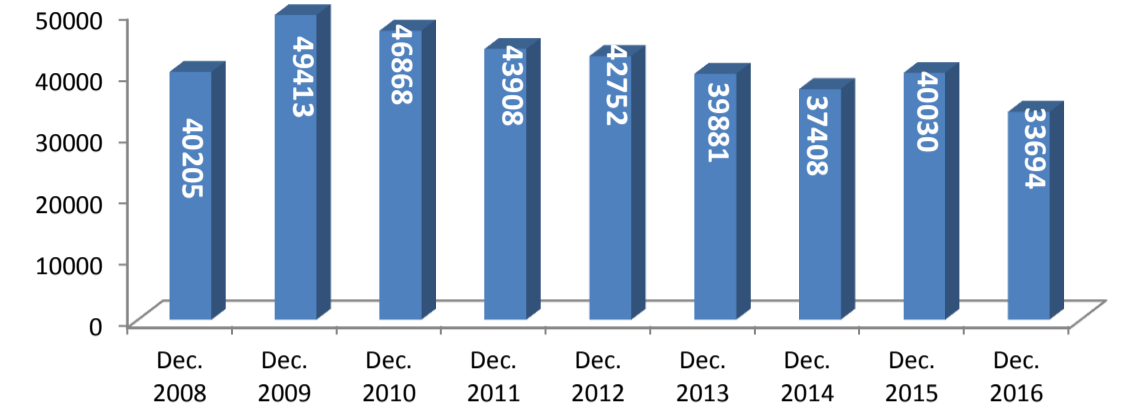
Communications Center Activities

	Dec. 2016	YTD 2016	Dec. 2015	YTD 2015	% Change YTD
GCPD Activities	3118	33537	2887	37433	-10%
EMS Activities	221	2149	N/A	N/A	UNDF
Fire Activities	156	1750	124	1544	13%
Finney Co. Sheriff Activities	1442	15768	787	9421	67%
Holcomb PD Activities	123	1353	93	1290	5%
GCCC Activities	20	208	N/A	N/A	UNDF
Totals:	5080	54765	3891	49688	10%
911 Calls	1462	17526	1527	18787	-7%

2016 - YTD Communications Activities



YTD Communications Activities 10 Year Trend



Investigations

	Dec. 2016		YTD 2016		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
Part 1 Crimes					
Murder & non-Negligent	0	0	3	5	167%
Robbery	0	1	5	6	120%
Assault/Battery/Agg Aslt, Agg	1	4	20	14	70%
Burglary	5	7	36	23	64%
Auto Burglary	9	1	9	1	11%
Theft	4	7	34	32	94%
Arson	1	0	3	1	33%
Total:	20	20	110	82	75%
Misc. Part 2 Crimes					
Forgery/Counterfeiting	0	1	7	4	57%
Fraud	1	1	3	1	33%
Vandalism	0	0	1	1	100%
Weapons Violation	0	1	3	3	100%
Sex Offense	8	8	56	40	71%
Drug Violation	8	10	106	59	56%
Gambling	0	3	0	4	NC
Other Reportable Offenses	6	15	83	92	111%
Runaway	1	3	15	16	107%
Total:	24	42	274	220	80%
Grand Totals	44	62	384	302	79%

Misc. Investigations Activities

	Dec. 2016	YTD 2016	Dec. 2015	YTD 2015
Current Active Cases	148	N/A	N/A	N/A
Supplemental Reports	133	1312	83	2007
Search Warrants	13	135	6	295
Forfeitures Filed	0	2	0	23
*HVV Cases Assigned	10	120	N/A	N/A
K9 Deployments	21	205	N/A	N/A
**ICAC Cases	N/A	N/A	N/A	N/A
Computer Forensic Hours	70	1073.5	N/A	N/A
***VSA /Criminal Polygraph	2	41	N/A	N/A

*HVV -Household Violence Unit

**ICAC -Internet Crimes Against Children

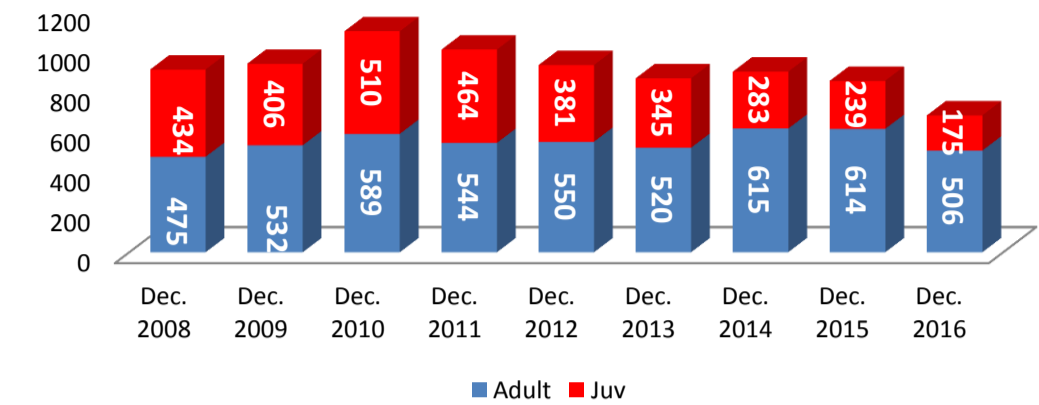
***VSA -Voice Stress Analysis

Evidence Section

GCPD Property and Evidence Seized

	Dec. 2016	YTD 2016	Dec. 2015	YTD 2015	% Change YTD
Evidence Collected	172	3295	143	2669	23%
Guns Seized	2	14	5	25	-44%
Cocaine Seized (grams)	0	31.01	0.51	768.41	-96%
Marijuana Seized (grams)	113.46	2742.91	45.65	8909.9	-69%
Methamphetamine Seized (grams)	42.95	436.43	29.45	1364.99	-68%
Heroin Seized (grams)	0	1.2	0	0	UNDF
Other Drugs Seized (grams)	829.5	908.39	0	119.2	662%
Prescription Drugs Seized (pills)	22	671	91	812	-17%
RX Drugs Drop Box (lbs.)	36.2	164.25	7.5	126	30%

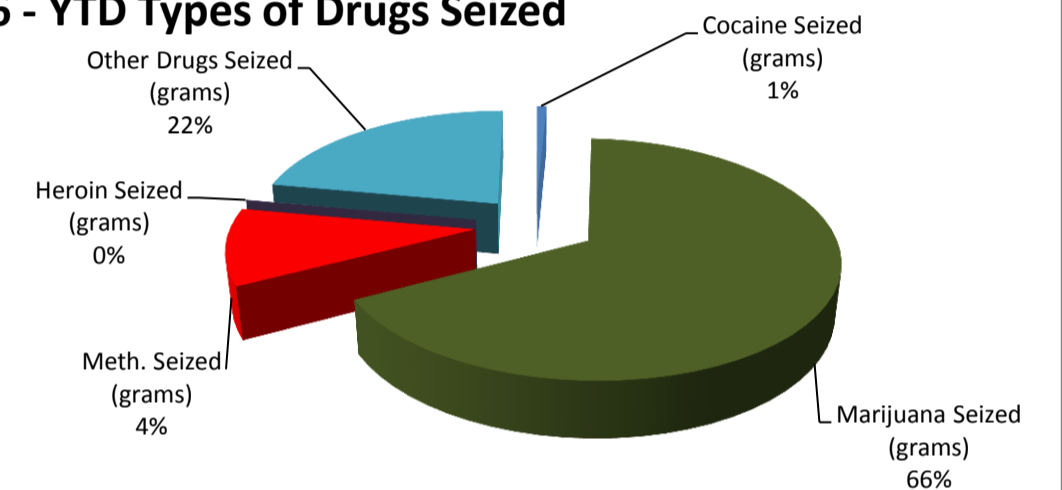
YTD Adult and Juvenile Affidavits 10 Year Trend



Affidavits

	Dec. 2016	YTD 2016	Dec. 2015	YTD 2015	% Change YTD
Adult Affidavits	57	506	60	614	-18%
Juvenile Affidavits	17	175	23	239	-27%
Total:	74	681	83	853	-20%

2016 - YTD Types of Drugs Seized

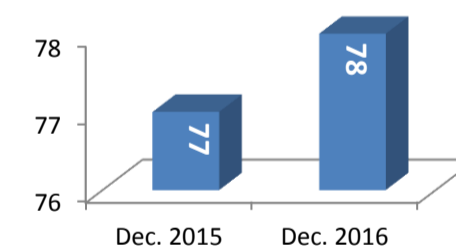


Events

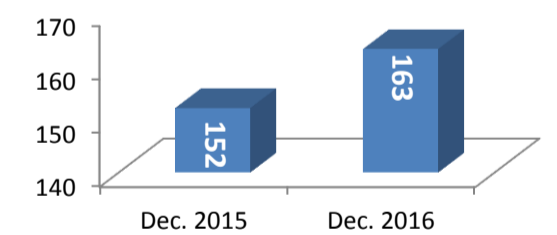
	# of Events	Dec. 2016 Minutes Spent	# of People Attended	# of Officers Assigned	YTD Minutes Spent	YTD # Of People Attended	YTD # Of Officers Assigned
Community Program	0	0	0	0	1560	975	34
Presentations	1	60	6	1	7463	2479	255
Events	0	0	0	0	0	0	0
Parades	0	0	0	0	0	0	0
Traffic Control	1	60	25	3	630	455	21
Other	0	0	0	0	0	0	0
Total:	2	120	31	4	9653	3909	310

*This does not include SRO presentations

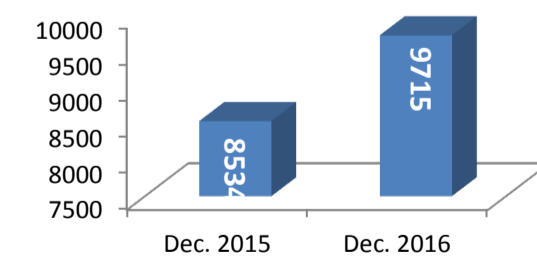
YTD # Of Events Trend



YTD # Officers Utilized

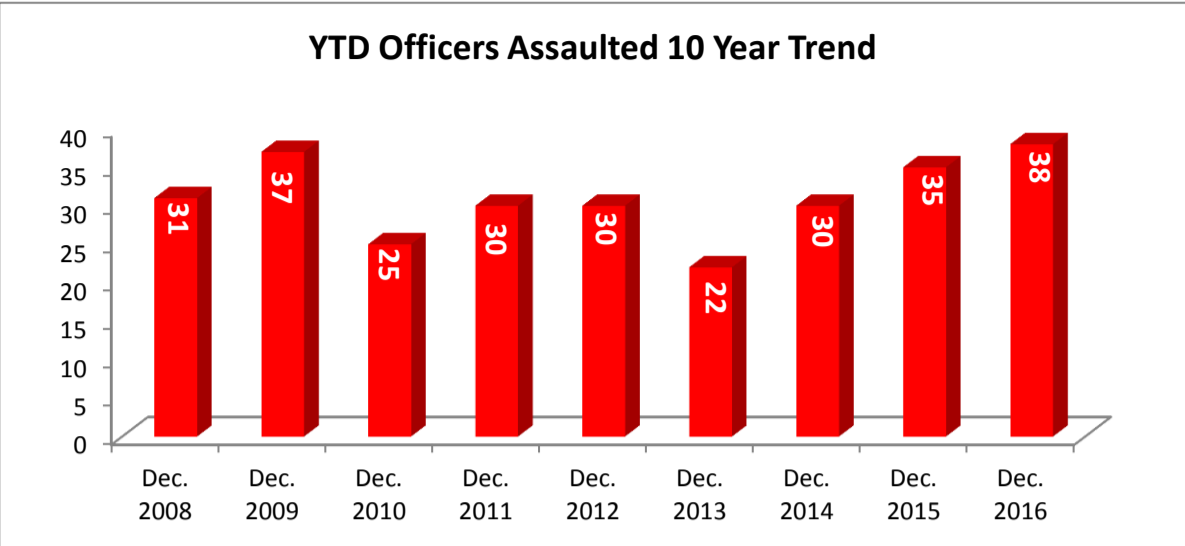


YTD # Minutes Spent



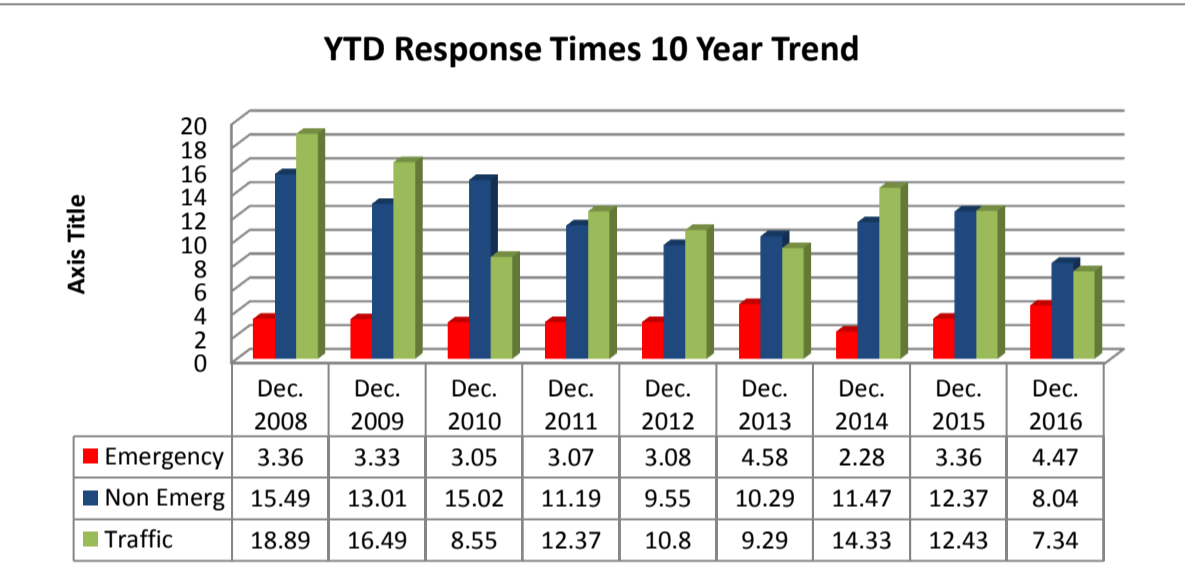
Officers Assaulted

	Dec. 2016	YTD 2016	Dec. 2015	YTD 2015	% Change YTD
Firearm	0	2	0	0	UNDF
Cutting Instrument	2	2	0	0	UNDF
Other Dangerous Weapon	1	5	1	5	UNDF
Hands, Fist, Feet, Etc.	0	29	1	38	-24%
Police Service Dog	0	0	0	0	UNDF
Total Assaults:	3	38	2	43	-12%



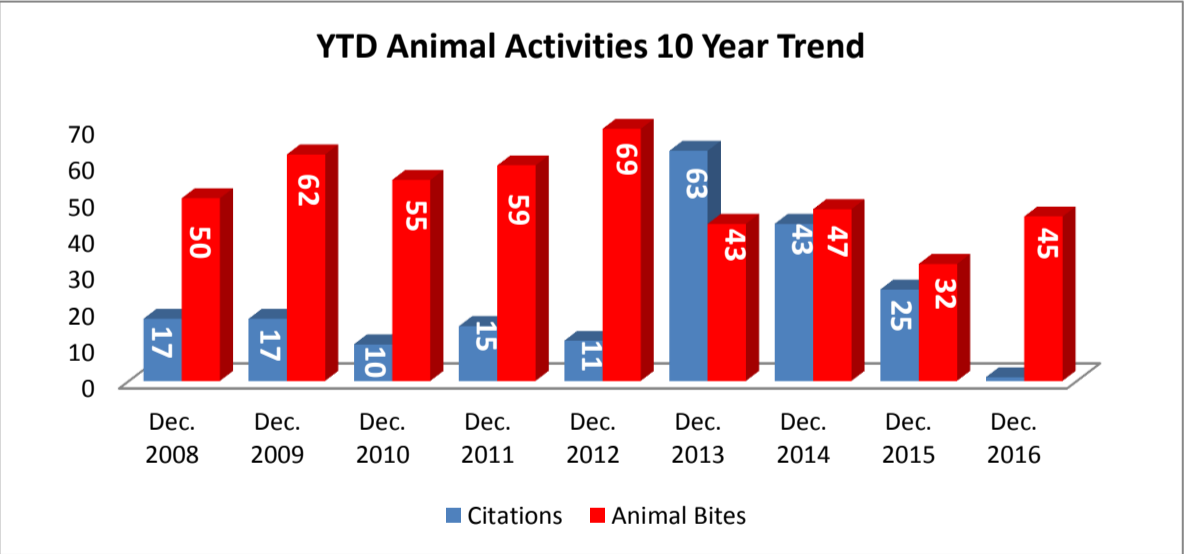
Response Time Summary Overview

	Dec. 2016	Dec. 2015
Average Emergency	4.47	3.36
Average Non-Emergency	8.04	12.37
Average Traffic Accident	7.34	12.43



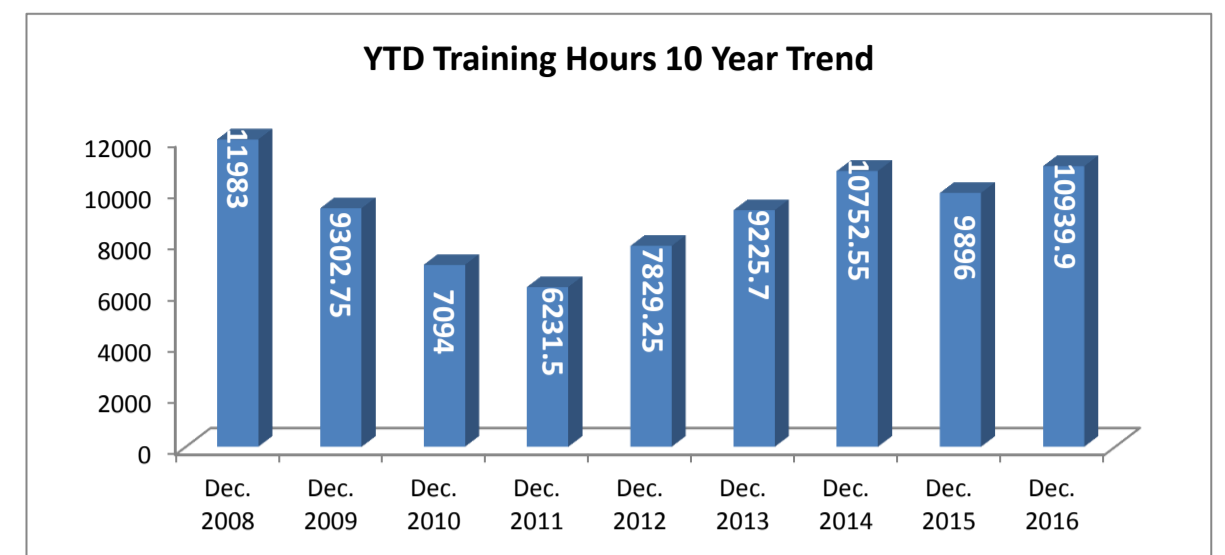
Animal Incidents

	Dec. 2016	YTD 2016	Dec. 2015	YTD 2015	% Change YTD
Citations Issued	0	1	1	25	-96%
Animal Bites	3	45	2	32	41%



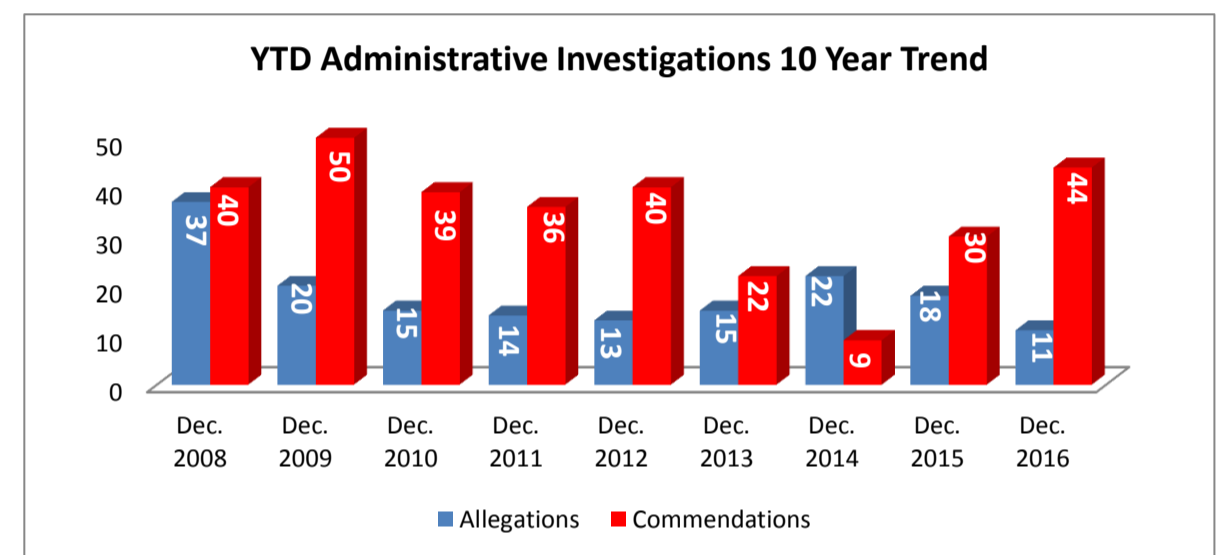
Training Hours Received Overview

	Dec. 2016	YTD 2016	Dec. 2015	YTD 2015	% Change YTD
Administrative	26.00	634.25	0.00	352.00	80%
Patrol/CRD Division	299.50	4788.25	84.75	4436.75	8%
Support Services Division	9.00	388.90	9.00	493.25	-21%
Investigations Division	75.50	1321.00	0.00	646.00	104%
Instructor Hours	30.00	535.50	24.50	768.00	-30%
SUB-TOTAL TRAINING HRS	440.00	7667.90	118.25	6696.00	15%
Academy Training Hours	136.00	3272.00	0.00	3200.00	2%
SWAT Training Hours	0.00	0.00	0.00	0.00	NC
TOTAL TRAINING HOURS	576.00	10939.90	118.25	9896.00	11%



Administrative Overview

	Dec. 2016	YTD 2016	Dec. 2015	YTD 2015	% Change YTD
Allegations Received	1	11	1	18	-39%
Unfounded	0	0	0	1	-100%
Unsubstantiated	0	1	0	2	-50%
Sustained	1	7	0	6	17%
Exonerated	0	4	0	4	UNDF
Violation Not Based On Complaint	0	2	0	1	100%
Investigations In Progress	1	10	3	23	-57%
Administrative Closure	0	1	1	5	-80%
Commendations	2	44	2	30	47%
Backgrounds Completed	1	26	N/A	42	-38%
Backgrounds Active	0	1	0	0	UNDF
Tested Applicants	1	101	N/A	42	140%
New Hires	0	17	N/A	6	183%





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Service and Finance
DATE: February 7, 2017
RE: Monthly Sales Tax Report - January 2017

ISSUE:

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

BACKGROUND:

Attached is the Service and Finance Monthly Sales Tax Report for January 2017.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Monthly Sales Tax Report - January 2017	1/26/2017	Backup Material

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

MONTH RECEIVED	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
JANUARY	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987	207,262	300,664	307,037	317,152
FEBRUARY	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048	244,277	362,832	358,531	
MARCH	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757	200,357	290,207	301,101	
APRIL	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735	202,588	302,975	303,689	
MAY	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	215,823	225,522	329,154	324,679	
JUNE	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	205,745	227,284	313,770	298,761	
JULY	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	238,623	232,796	313,034	330,600	
AUGUST	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	213,331	223,986	317,123	303,152	
SEPTEMBER	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	232,303	304,118	318,362	326,369	
OCTOBER	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	218,503	313,005	301,429	330,331	
NOVEMBER	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	184,384	304,259	308,291	321,505	
DECEMBER	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	236,524	312,690	312,260	310,550	
TOTAL RECEIPTS	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,552,763</u>	<u>2,998,144</u>	<u>3,770,101</u>	<u>3,816,305</u>	<u>317,152</u>
PERCENTAGE CHANGE	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	25.75%	1.23%	

July 1, 2014 - 1/4 cent expires 10/1/2025
October 1, 2015 - 1/4 cent expires 9/30/2021

CITY OF GARDEN CITY, KANSAS
ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
JANUARY	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705	480,712	521,960	543,148	543,924
FEBRUARY	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	514,511	575,307	638,635	629,836	
MARCH	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	468,745	469,435	470,493	502,661	
APRIL	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	411,491	468,167	493,539	514,449	
MAY	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	481,623	528,216	556,737	569,117	
JUNE	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	469,940	526,978	523,569	524,973	
JULY	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	554,262	540,941	540,334	551,396	
AUGUST	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	504,212	526,281	546,571	535,506	
SEPTEMBER	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	529,341	509,837	548,219	534,225	
OCTOBER	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	501,467	516,778	517,874	563,222	
NOVEMBER	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	422,213	496,772	528,692	541,283	
DECEMBER	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	501,046	519,605	539,387	522,361	
TOTAL RECEIPTS	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>5,867,556</u>	<u>6,159,029</u>	<u>6,426,010</u>	<u>6,532,177</u>	<u>543,924</u>
PERCENTAGE CHANGE	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	4.33%	1.65%	



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Public Utilities Director, Muirhead
DATE: February 7, 2017
RE: Towns Riverview Water Line Development Agreement

ISSUE:

The Governing Body is asked to consider and approve a Development Agreement between Mr. Delmer Towns and the City of Garden City.

BACKGROUND:

The Governing Body, in September of 2013, authorized staff to begin discussions with Mr. Delmer Towns regarding his request to connect the Towns Riverview Subdivision (TRS) to the City's water system. The request was made due to the deteriorating water quality that the TRS was getting from their private water wells.

PEC Engineering was retained by the City, and PEC completed the Garden City Water Master Plan in May of 2014 where the request from TRS was included in the master plan. TRS was analyzed to determine what impact it would have to the City's water system. The annual consumption of 18.2 million gallons per year by TRS was determined to have no negative impacts to the City's water system. However, it was recommended that the City "oversize" the proposed water line extension from 6" to 12" to meet future needs in the area.

The design of the waterline extension was completed in 2016 and approval from the KDHE to construct the line was received.

The bid proposal was in 2 parts. Part 1 was the 6-inch system, which is the basis for TRS costs and part 2 was for the 12-inch oversize system, and establishes the City's cost. TRS cost will be \$338,155.00 and the City's cost will be \$151,765.00. Any and all change orders to the project will be mutually agreed upon with a 50/50 cost share for any changes deemed necessary.

Mr. Towns has signed the Development Agreement.

ALTERNATIVES:

1. Approve the Development Agreement between Mr. Delmer Towns and the City.
2. Do not approve the Development Agreement between Mr. Delmer Towns and the City.

RECOMMENDATION:

Staff recommends that the Governing Body approve the Development Agreement between Mr. Delmar Towns and the City.

FISCAL NOTE:

The City's cost of \$151,765.00 was included in the 2017 temporary notes issue in GL code # 041-91-000-6040.05. This is the first of several water waterline projects planned for in 2017.

ATTACHMENTS:

Description	Upload Date	Type
Towns Riverview Development Agreement	1/25/2017	Backup Material

Development Agreement

Towns Riverview Subdivision Water Main Extension

THIS DEVELOPMENT AGREEMENT (Agreement) made and entered into this ____ day of _____, 2017, by and between the City of Garden City, Kansas, a Kansas municipal corporation (CITY) and Delmar Towns (DEVELOPER).

Recitals

A. DEVELOPER owns, or is responsible for the development of, real property in Finney County, Kansas, identified as Towns Riverview Subdivision, Towns Riverview South Subdivision, Rolling Hills Addition, Martinez Addition, and Towns Riverview South Lot Split, Lots 1B and 1D, and as detailed in Exhibit A attached hereto (Property).

B. The Property is not within the existing CITY corporate limits.

C. DEVELOPER requested, and the Governing Body of CITY granted approval, to extend a water main from extension beginning at Air Links Road and running east along Highway 50, south along Farmland Road and east to Towns Riverview Subdivision. The Project consists of construction of approximately 9,000 linear feet of PVC waterline (open-cut or directional drill installation); approximately 135 linear feet of restrained joint pipe within encasement; connection to existing water distribution system; gate valves; fire hydrant assemblies; dead end assembly; air release assembly; miscellaneous appurtenances; water vault and appurtenances; electrical; minimal earthwork; construction staking; erosion control; grass seeding; and all other incidental and appurtenant work required to complete the improvements as shown and specified in the Project Manual and Construction Drawings approved by the Kansas Department of Health and Environment, as detailed in Exhibit B attached hereto.

D. DEVELOPER has agreed to pay his proportionate share of the costs associated with the water main extension, and CITY has agreed to pay the "oversizing costs" of the water main.

E. CITY has adopted regulations concerning utility infrastructure development not within its corporate limits, including special rates.

F. CITY and DEVELOPER acknowledge that the extension of CITY water to the Property pursuant to this Agreement will significantly benefit DEVELOPER by providing the ability to improve the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, CITY and DEVELOPER agree as follows:

Agreement

1. **Infrastructure Improvements.** All infrastructure improvements shall be designed in compliance with standards and specifications of CITY and applicable state agencies. CITY shall approve all plans prior to construction. Construction of infrastructure improvements shall not commence until the plans and specifications have been approved by CITY.

a) Water Distribution: A 12" water main shall be constructed to service the Property by connecting to the CITY's water distribution system (Project).

2. **Responsibility for Funding and Construction of the Infrastructure Improvements.** Subject to the provisions herein contained, DEVELOPER agrees to assume and satisfy all applicable construction costs as stated in this section and pursuant to applicable policies of CITY, and to construct or install, or cause to be constructed or installed, all applicable infrastructure improvements in accordance with such policies.
 - a) DEVELOPER shall be responsible for all the cost of engineering, construction, and installation of a 6" water main line to connect to CITY water meter.
 - b) CITY shall be responsible for the cost of the difference between installation of a 6" water main and a 12" water main.
 - c) DEVELOPER's cost of Three Hundred Thirty-eight Thousand One Hundred Fifty-five Dollars (\$338,155.00) will be paid to the CITY upon completion and dedication of the Project. CITY shall submit an invoice to DEVELOPER, for payment by DEVELOPER within ten (10) days of receipt.
 - d) Change orders that would result in an additional cost, or savings, will be split 50%-DEVELOPER and 50%-CITY, unless it is otherwise mutually agreed to by DEVELOPER and CITY.
3. **Infrastructure Dedication; Operation; Maintenance.** All infrastructure improvements shall be constructed in a good and workmanlike manner and in accordance with all applicable laws, codes, ordinances and design standards. CITY reserves the right to inspect construction at any time.
 - a) Infrastructure improvements intended to become a part of the CITY's water distribution system shall, after approval by the CITY in accordance with applicable laws, codes, ordinances, rules and regulations, be dedicated to CITY. CITY shall operate and maintain the water distribution system after dedication.
4. **Water Utility Charges.** DEVELOPER shall pay the water utility charges for water service outside the corporate limits of CITY, as established by CITY Code.
5. **Default; Cure Period.** Failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party shall constitute a default under this Agreement. Such notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting party shall have all rights and remedies which may be available under law or equity including without limitation the right to institute an action for damages.
6. **Notices and Filings:**
 - a) **Representatives.** CITY and DEVELOPER shall designate and appoint a representative to act as a liaison between CITY and its various departments and DEVELOPER. The representative for CITY shall be the Public Utilities Director, and the representative for DEVELOPER shall be Delmar Towns. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement.
 - b) **Manner of Serving.** All notices, filings, consents, approvals and other communications provided for herein, or given in connection herewith, shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by email, with proof of receipt, or by certified United States Mail, postage prepaid, return receipt requested, if to:

CITY: Mike Muirhead, Public Utilities Director
City of Garden City
301 North Eighth Street, P. O. Box 998
Garden City, Kansas 67846
mike.muirhead@gardencityks.us

DEVELOPER: Delmar Towns
725 South Towns Road
Garden City, Kansas 67846

or to such other address as either party hereto may from time to time designate in writing and deliver in a like manner.

7. **Mailing Effective.** Notices, filings, consents, approvals and communication given by mail shall be deemed delivered upon receipt or seventy-two (72) hours following deposit in the United States Mail, postage prepaid and addressed as set forth above, whichever first occurs.

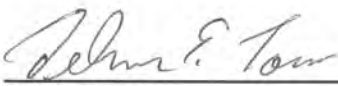
8. **General.**

- a) **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by CITY or DEVELOPER of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- b) **Captions.** The captions or descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- c) **Adoption of Agreement.** This Agreement shall be binding upon CITY only upon adoption of same by the Governing Body of the CITY.
- d) **Successors.** All of the provisions hereof shall ensure to the benefit of and be binding upon the successors and assigns of the parties hereto as covenants running with the land.
- e) **No Agency/Partnership.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or any other business relationship between DEVELOPER and CITY.
- f) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.
- g) **Amendment.** No change or addition is to be made to this Agreement except by a written amendment executed by the parties hereto. Within ten (10) days after any amendments to this Agreement, such amendment shall be recorded with the Register of Deeds, Finney County, Kansas.
- h) **Good Standing; Authority.** Each of the parties represents and warrants to the other that:
 - i. It is duly formed and validly existing under the laws of the state of Kansas;

- ii. It is duly qualified to do business in the state of Kansas and is in good standing under applicable state laws; and
- iii. The individuals executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.
- i) Governing Law. This Agreement shall be construed and interpreted under the laws of the state of Kansas.
- j) Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either party to it or against the party who prepared the last draft.

IN WITNESS WHEREOF, this Development Agreement is executed by CITY and DEVELOPER effective as to the day and year first above written.

DEVELOPER

By: 
Delmar Towns

CITY OF GARDEN CITY

By: _____
Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

REVIEWED BY:

Randall D. Grisell, City Attorney

Exhibit A

Legend

Towns Riverview

Subdivision Name

- TOWNS RIVERVIEW SUB
- TOWNS RIVERVIEW SOUTH SUB
- ROLLING HILLS ADDITION
- MARTINEZ ADDITION

Towns Riverview South Lot Split Lots 1B & 1D

Municipal Boundaries

Parcels

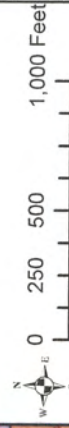




Exhibit B

Legend

- Waterline Extension
- Existing Waterline
- Towns Riverview
- Municipal Boundaries
- Parcels



BID TABULATION SUMMARY

BID FOR:

 City of Garden City, Kansas
 Towns Riverview Waterline Extension
 City Project: W2016-004

TIME:

10 January 2017, 1:30 p.m.

Bidder	Bid Security	Addendum No. 1	Substantial Completion	Final Completion	Bid Form Attachment A Part 1 – 12-inch Watermain Total Bid Price	Bid Form Attachment B Part 2 – 6-inch Watermain Total Bid Price
Nowak Construction Co., Inc. 200 S. Goddard Rd. Goddard, KS 67052	✓	✓	6/5/2017	7/5/2017	\$489,920.00	\$338,155.00
Middlecreek Corporation 609 W. 3 rd Street Peabody, KS 66866	✓	✓	6/5/2017	7/5/2017	\$532,464.00	\$438,107.00
Mies Construction, Inc. 1919 SW Boulevard Wichita, KS 67213	✓	✓	6/5/2017	7/5/2017	\$593,853.50	\$413,560.50
Lee Construction 413 Campus Dr. Garden City, KS 67846	✓	✓	6/5/2017	7/5/2017	\$573,476.90	\$394,523.90
BEK Consulting, LLC 1173 3 rd Ave. West – Suite 36 Dickinson, ND 58601	✓	✓	6/5/2017	7/5/2017	\$775,443.00	\$631,685.00
Dick Construction 1809 E. Mary Street Garden City, KS 67846	✓	✓	6/5/2017	7/5/2017	\$845,766.20	\$738,933.20
Engineer's Estimate	--	--	--	--	\$660,165.00	\$452,821.00

City of Garden City, Kansas
Water Distribution System Improvements
Tomas River View Waterline Extension
Bid Tabulation

Bid Date: January 16, 2017; 1:30 pm
WCI Project No: 16-100-006-16; City Project No: W2016-004



GARDEN CITY

PART 1 - 12" WATER MAIN ALTERNATIVE									
Item No	Description	Qty	Unit	Unit Cost	Extension	Novak Construction Co., Inc.	Middlebrook Corporation	Misc Construction, Inc.	Lee Construction
1	Modernization	1	L.S.	\$ 38,000.00	\$ 38,000.00	\$ 25,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,100.00
2	Construction Sinking	1	L.S.	\$ 7,800.00	\$ 7,800.00	\$ 5,000.00	\$ 7,000.00	\$ 4,000.00	\$ 5,420.00
3	Erosion Control	1	L.S.	\$ 4,200.00	\$ 4,200.00	\$ 3,200.00	\$ 11,000.00	\$ 1,000.00	\$ 3,850.00
4	Grass Seeding	8,842	L.F.	\$ 1.50	\$ 13,263.00	0.50	\$ 4,421.00	\$ 1.00	\$ 8,842.00
5	Pruning								
	Trenching								
	12-inch PVC	8762	L.F.	\$ 41.00	\$ 359,242.00	25.00	\$ 219,950.00	34.00	\$ 297,208.00
	6-inch PVC	80	L.F.	\$ 32.00	\$ 2,560.00	32.00	\$ 2,560.00	35.00	\$ 2,800.00
	Directional Drill								
	12-inch RJ PVC	461	L.F.	\$ 125.00	\$ 57,625.00	110.00	\$ 50,710.00	130.00	\$ 59,930.00
6	Encasement by Directional Drill	134	L.F.	\$ 340.00	\$ 45,560.00	285.00	\$ 38,190.00	215.00	\$ 28,810.00
7	Fire Hydrant Assembly	7	E.A.	\$ 4,900.00	\$ 34,300.00	4,190.00	\$ 29,330.00	4,755.00	\$ 33,285.00
8	Water Meter Vault & Appurtenances	1	L.S.	\$ 28,500.00	\$ 28,500.00	\$ 44,210.00	\$ 44,210.00	\$ 14,000.00	\$ 14,000.00
9	Air Release Assembly	1	E.A.	\$ 3,900.00	\$ 3,900.00	3,390.00	\$ 3,390.00	4,100.00	\$ 4,100.00
10	Valves & Tapping Sleeve and Valves								
	12-inch Gate Valves	15	E.A.	\$ 2,750.00	\$ 41,250.00	2,910.00	\$ 45,650.00	2,680.00	\$ 40,200.00
11	Dead End Assembly	1	E.A.	\$ 3,750.00	\$ 3,750.00	3,185.00	\$ 3,385.00	1,100.00	\$ 1,100.00
12	Connection to Existing System	1	E.A.	\$ 4,250.00	\$ 4,250.00	1,480.00	\$ 1,480.00	5,730.00	\$ 5,730.00
13	Remove & Replace Surface								
	Remove & Replace Asphalt Surfacing	79	L.F.	\$ 50.00	\$ 3,950.00	115.00	\$ 9,085.00	45.00	\$ 3,555.00
	Remove & Replace Gravel Surfacing	801	L.F.	\$ 15.00	\$ 12,015.00	9.00	\$ 7,209.00	4.00	\$ 3,204.00
PART 1 TOTAL BASE BID					\$660,165.00	\$489,920.00	\$333,464.00	\$593,863.50	\$573,476.90
PART 2 - 6" WATER MAIN ALTERNATIVE									
Item No	Description	Qty	Unit	Unit Cost	Extension	Novak Construction Co., Inc.	Middlebrook Corporation	Misc Construction, Inc.	Lee Construction
1	Modernization	1	L.S.	\$ 38,000.00	\$ 38,000.00	\$ 20,000.00	\$ 11,000.00	\$ 20,000.00	\$ 18,300.00
2	Construction Sinking	1	L.S.	\$ 7,800.00	\$ 7,800.00	\$ 5,000.00	\$ 7,000.00	\$ 4,000.00	\$ 5,420.00
3	Erosion Control	1	L.S.	\$ 4,200.00	\$ 4,200.00	3,230.00	\$ 11,000.00	1,000.00	\$ 3,850.00
4	Grass Seeding	8,842	L.F.	\$ 1.50	\$ 13,263.00	0.50	\$ 4,421.00	1.00	\$ 8,842.00
5	Pruning								
	Trenching								
	6-inch PVC	8842	L.F.	\$ 21.50	\$ 190,103.00	14.00	\$ 123,788.00	28.00	\$ 247,576.00
	Directional Drill								
	6-inch RJ PVC	461	L.F.	\$ 90.00	\$ 41,490.00	62.00	\$ 28,582.00	80.00	\$ 56,880.00
6	Encasement by Directional Drill	134	L.F.	\$ 325.00	\$ 43,550.00	260.00	\$ 34,840.00	215.00	\$ 28,810.00
7	Fire Hydrant Assembly	7	E.A.	\$ 4,900.00	\$ 34,300.00	4,190.00	\$ 29,330.00	4,755.00	\$ 33,285.00
8	Water Meter Vault & Appurtenances	1	L.S.	\$ 28,500.00	\$ 28,500.00	\$ 44,200.00	\$ 44,200.00	\$ 14,000.00	\$ 14,000.00
9	Air Release Assembly	1	E.A.	\$ 3,900.00	\$ 3,900.00	3,380.00	\$ 3,380.00	4,100.00	\$ 4,100.00
10	Valves & Tapping Sleeve and Valves								
	12-inch Gate Valves	15	E.A.	\$ 1,650.00	\$ 24,750.00	1,430.00	\$ 21,450.00	1,577.00	\$ 23,655.00
11	Dead End Assembly	1	E.A.	\$ 3,750.00	\$ 3,750.00	2,190.00	\$ 2,190.00	1,100.00	\$ 1,100.00
12	Connection to Existing System	1	E.A.	\$ 3,250.00	\$ 3,250.00	1,430.00	\$ 1,430.00	4,700.00	\$ 4,700.00
13	Remove & Replace Surface								
	Remove & Replace Asphalt Surfacing	79	L.F.	\$ 50.00	\$ 3,950.00	115.00	\$ 9,085.00	45.00	\$ 3,555.00
	Remove & Replace Gravel Surfacing	801	L.F.	\$ 15.00	\$ 12,015.00	9.00	\$ 7,209.00	4.00	\$ 3,204.00
PART 2 TOTAL BASE BID					\$453,281.00	\$308,155.00	\$188,107.00	\$413,560.50	\$394,523.90
BID BOND					N/A	YES	YES	YES	YES
APPENDIX NO. 1					N/A	YES	YES	YES	YES

BID OPENING - ATTENDANCE LIST

City of Garden City, Kansas
Towns Riverview Waterline Extension

City Project No: W2016-004
WCI File No: 16-100-063-16

10 January 2017, 1:30 PM

NAME	COMPANY	PHONE NO.	EMAIL / FAX
Mat Lee	Lee const	620-2903413	matlee@cubsnet.org
Dale Peterson	BEK	701-690-9948	dale@bekweb.com
Benjamin Bruss	BEK	701-690-0468	benjyb@bekweb.com
Gary Post	Nowak Construction	316-794-8898	gary@nowakconstruction.com
Fred Jones	City of Garden City	620-276-1291	fred.jones@gardencityks.us
Jeff Holke	City of GC		
Mike Minkus	"		
Frank Dierker	W. O. DIERKER	620-983-231	wdierker@speednet.com
John P. Tam			



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Public Utilities Director, Muirhead
DATE: February 7, 2017
RE: Bid Award for Towns Riverview Water Line Extension.

ISSUE:

The Governing Body is asked to consider and approve bid award for Towns Riverview Water Line Extension.

BACKGROUND:

A mandatory pre-bid meeting was held on December 21, 2016 regarding the upcoming bid letting of the Towns Riverview Subdivision (TRS) water line extension. On January 10, 2017 at 1:30 pm where 6 bids had been received and were then opened. Bid Proposals were in 2 parts. Part 1 was the 6-inch system, which is the basis for TRS costs, and part 2 was for the 12-inch oversize system and establishes the City's costs. TRS cost will be \$338,155.00 and the City's cost will be \$151,765.00. Any and all change orders to the project will be mutually agreed upon a 50/50 cost share for any changes deemed necessary.

Bidder	Part 1 12-inch	Part 2 6-inch
Nowak Construction Co., Inc. Goddard, KS	\$489,920.00	\$338,155.00
Middlecreek Corporation Peabody, KS	\$532,464.00	\$438,107.00
Mies Construction, Inc. Wichita, KS	\$593,853.50	\$413,560.50
Lee Construction Garden City, KS	\$573,476.90	\$394,523.90
BEK Consulting, LLC Dickinson, ND	\$775,443.00	\$631,685.00
Dick Construction Garden City, KS	\$845,766.20	\$738,933.20

Engineer's Estimate	\$660,165.00	\$452,821.00
---------------------	--------------	--------------

ALTERNATIVES:

1. Governing Body award the bid to Nowac Construction in the amount of \$489,920.00.
2. Do not award the bod to Nowac Construction.

RECOMMENDATION:

Staff recommends that the Governing Body award the bid to Nowac Construction in the amount of \$489,920.00.

FISCAL NOTE:

Funding for this project will be paid from Delmar Towns in the amount of \$338,151.00 and \$151,765.00 from the 2017 temporary financing bond account #041-91-000-6040.05.

ATTACHMENTS:

Description	Upload Date	Type
Towns Award Document	1/30/2017	Backup Material
Towns Notice of Award	1/30/2017	Backup Material
Towns Bid Tab Summary	1/30/2017	Backup Material
Towns Bid Tab Tabulations	1/30/2017	Backup Material

SECTION 00520

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between the City of Garden City, Kansas (“Owner”) and Nowak Construction Company, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project is generally described as a waterline extension beginning at Air Links Road and running east along Highway 50, south along Farmland Road and east to Towns Riverview subdivision. The Project consists of construction of approximately 9,000 linear feet of PVC waterline (open-cut or directional drill installation); 135 linear feet of restrained joint within encasement; connection to existing water distribution system; gate valves; fire hydrant assemblies; dead end assembly; air release assembly; miscellaneous appurtenances; water vault and appurtenances; electrical; minimal earthwork; construction staking; erosion control; grass seeding; and all other incidental and appurtenant work required to complete the improvements as shown and specified.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

City of Garden City, KS; Water Distribution System Improvements
Towns Riverview Waterline Extension

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by:
- A. Project Manual: Wilson and Company, Inc., Engineers & Architects; 1700 East Iron Avenue; Salina, KS 67401.
 - B. Drawings: G.E, Engineering, P.A.; 4725 Leonard Circle; Garden City, Kansas 67846.
- 3.02 The Owner has retained Wilson and Company, Inc., Engineers & Architects (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

- A. The Work will be substantially completed on or before June 5, 2017, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 5, 2017.
- B. Milestones: NOT USED AS PART OF THIS AGREEMENT

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 - 4. Milestones: NOT USED AS PART OF THIS AGREEMENT
- B. Bonus: NOT USED AS PART OF THIS AGREEMENT

4.04 Special Damages – NOT USED AS PART OF THIS AGREEMENT

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 - INTEREST – NOT USED

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:

- 1. This Agreement (pages 00520-1 to 00520-7, inclusive);

EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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and American Society of Civil Engineers. All rights reserved.

2. Performance bond or Contract and Maintenance Bond.
 3. Statutory bond.
 4. General Conditions (pages 00700-1 to 00700-67, inclusive);
 5. Supplementary Conditions (pages 00800-1 to 00800-16, inclusive);
 6. Specifications as listed in the Table of Contents of the Project Manual;
 7. Drawings (not attached but incorporated by reference) bearing the following general title:
 Towns Riverview – Garden City, Kansas – Transmission Line Plans (G.E.
 Engineering, P.A.)
 8. Addenda (numbers 1 to 1_ inclusive);
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00410-1 to 00410-7, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - c. List of Subcontractors (pages 00411-1, inclusive).
 10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Garden City, Kansas

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

PO Box 998

301 North 8th Street

Garden City, KS 67846

CONTRACTOR:

Nowak Construction Company, Inc.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

PO Box 218

200 S. Goddard Road

Goddard, KS 67052

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

END OF SECTION

SECTION 00510
NOTICE OF AWARD

Date of Issuance:

Owner: City of Garden City, KS Owner's Contract No.: W2016-004
Engineer: Wilson and Company, Inc.,
Engineers & Architects Engineer's Project No.: 16-100-063-16
Project: Water Distribution System Contract Name: Towns Riverview Waterline
Improvements Extension
Bidder: Nowak Construction Company, Inc.
Bidder's Address: PO Box 218; 200 S. Goddard Road
Goddard, KS 67052

TO BIDDER:

You are notified that Owner has accepted your Bid dated January 10, 2017 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Water Distribution System Improvements: Towns Riverview Waterline Extension – Part 1: 12" Water Main Alternative

The Contract Price of the awarded Contract is: \$ 489,920.00 which is subject to unit prices identified on Bid Form Attachment A included within your accepted bid.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one (1) copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within fifteen (15) days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Garden City, KS

Authorized Signature

By: _____

Title: _____

END OF SECTION

BID TABULATION SUMMARY

BID FOR: City of Garden City, Kansas
Towns Riverview Waterline Extension
City Project: W2016-004

TIME: 10 January 2017, 1:30 p.m.

Bidder	Bid Security	Addendum No. 1	Substantial Completion	Final Completion	Bid Form Attachment A Part 1 – 12-inch Watermain Total Bid Price	Bid Form Attachment B Part 2 – 6-inch Watermain Total Bid Price
Nowak Construction Co., Inc. 200 S. Goddard Rd. Goddard, KS 67052	√	√	6/5/2017	7/5/2017	\$489,920.00	\$338,155.00
Middlecreek Corporation 609 W. 3 rd Street Peabody, KS 66866	√	√	6/5/2017	7/5/2017	\$532,464.00	\$438,107.00
Mies Construction, Inc. 1919 SW Boulevard Wichita, KS 67213	√	√	6/5/2017	7/5/2017	\$593,853.50	\$413,560.50
Lee Construction 413 Campus Dr. Garden City, KS 67846	√	√	6/5/2017	7/5/2017	\$573,476.90	\$394,523.90
BEK Consulting, LLC 1173 3 rd Ave. West – Suite 36 Dickinson, ND 58601	√	√	6/5/2017	7/5/2017	\$775,443.00	\$631,685.00
Dick Construction 1809 E. Mary Street Garden City, KS 67846	√	√	6/5/2017	7/5/2017	\$845,766.20	\$738,933.20
Engineer's Estimate	--	--	--	--	\$660,165.00	\$452,821.00

Bid Date: January 10, 2017; 1:30 pm
WCI Project No.: 16-100-063-16; City Project No. W2016-004



PART 1 - 12" WATER MAIN ALTERNATIVE					Engineer's Estimate		Nowak Construction Co., Inc.		Middlecreek Corporation		Mies Construction, Inc.		Lee Construction		BEK Consulting, LLC		Dick Construction	
Item No.	Description	Qty	Unit	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	
1	Mobilization	1	L.S.	\$ 38,000.00	\$38,000.00	\$ 25,000.00	\$25,000.00	\$ 11,000.00	\$11,000.00	\$ 20,000.00	\$20,000.00	\$ 20,100.00	\$20,100.00	\$ 57,560.00	\$57,560.00	\$ 6,500.00	\$6,500.00	
2	Construction Staking	1	L.S.	\$ 7,800.00	\$7,800.00	\$ 5,030.00	\$5,030.00	\$ 7,000.00	\$7,000.00	\$ 4,000.00	\$4,000.00	\$ 5,420.00	\$5,420.00	\$ 9,000.00	\$9,000.00	\$ 8,744.00	\$8,744.00	
3	Erosion Control	1	L.S.	\$ 4,200.00	\$4,200.00	\$ 3,220.00	\$3,220.00	\$ 11,000.00	\$11,000.00	\$ 1,000.00	\$1,000.00	\$ 3,850.00	\$3,850.00	\$ 25,000.00	\$25,000.00	\$ 4,560.00	\$4,560.00	
4	Grass Seeding	8,842	L.F.	\$ 1.50	\$13,263.00	\$ 0.50	\$4,421.00	\$ 1.00	\$8,842.00	\$ 1.00	\$8,842.00	\$ 0.95	\$8,399.90	\$ 2.00	\$17,684.00	\$ 2.10	\$18,568.20	
5	Piping																	
	Trenching																	
	12-inch PVC	8762	L.F.	\$ 41.00	\$359,242.00	\$ 25.00	\$219,050.00	\$ 34.00	\$297,908.00	\$ 40.00	\$350,480.00	\$ 34.50	\$302,289.00	\$ 43.00	\$376,766.00	\$ 64.50	\$565,149.00	
	6-inch PVC	80	L.F.	\$ 32.00	\$2,560.00	\$ 32.00	\$2,560.00	\$ 35.00	\$2,800.00	\$ 30.00	\$2,400.00	\$ 24.50	\$1,960.00	\$ 29.00	\$2,320.00	\$ 36.00	\$2,880.00	
	Directional Drill																	
	12-inch RJ PVC	461	L.F.	\$ 125.00	\$57,625.00	\$ 110.00	\$50,710.00	\$ 130.00	\$59,930.00	\$ 75.00	\$34,575.00	\$ 83.00	\$38,263.00	\$ 90.00	\$41,490.00	\$ 79.00	\$36,419.00	
6	Encasement by Directional Drill	134	L.F.	\$ 340.00	\$45,560.00	\$ 285.00	\$38,190.00	\$ 215.00	\$28,810.00	\$ 350.00	\$46,900.00	\$ 475.00	\$63,650.00	\$ 485.00	\$64,990.00	\$ 471.00	\$63,114.00	
7	Fire Hydrant Assembly	7	EA.	\$ 4,900.00	\$34,300.00	\$ 4,190.00	\$29,330.00	\$ 4,755.00	\$33,285.00	\$ 4,000.00	\$28,000.00	\$ 4,065.00	\$28,455.00	\$ 5,000.00	\$35,000.00	\$ 3,850.00	\$26,950.00	
8	Water Meter Vault & Appurtenances	1	L.S.	\$ 28,500.00	\$28,500.00	\$ 44,210.00	\$44,210.00	\$ 14,000.00	\$14,000.00	\$ 35,000.00	\$35,000.00	\$ 40,150.00	\$40,150.00	\$ 66,000.00	\$66,000.00	\$ 43,207.00	\$43,207.00	
9	Air Release Assembly	1	EA.	\$ 3,900.00	\$3,900.00	\$ 3,390.00	\$3,390.00	\$ 4,100.00	\$4,100.00	\$ 3,500.00	\$3,500.00	\$ 4,200.00	\$4,200.00	\$ 4,000.00	\$4,000.00	\$ 3,100.00	\$3,100.00	
10	Valves & Tapping Sleeve and Valves																	
	12-inch Gate Valves	15	EA.	\$ 2,750.00	\$41,250.00	\$ 2,910.00	\$43,650.00	\$ 2,680.00	\$40,200.00	\$ 3,000.00	\$45,000.00	\$ 2,350.00	\$35,250.00	\$ 2,000.00	\$30,000.00	\$ 3,450.00	\$51,750.00	
11	Dead End Assembly	1	EA.	\$ 3,750.00	\$3,750.00	\$ 3,385.00	\$3,385.00	\$ 1,100.00	\$1,100.00	\$ 2,500.00	\$2,500.00	\$ 2,650.00	\$2,650.00	\$ 3,800.00	\$3,800.00	\$ 590.00	\$590.00	
12	Connection to Existing System	1	EA.	\$ 4,250.00	\$4,250.00	\$ 1,480.00	\$1,480.00	\$ 5,730.00	\$5,730.00	\$ 2,500.00	\$2,500.00	\$ 900.00	\$900.00	\$ 7,500.00	\$7,500.00	\$ 4,250.00	\$4,250.00	
13	Remove & Replace Surfacing																	
	Remove & Replace Asphalt Surfacing	79	L.F.	\$ 50.00	\$3,950.00	\$ 115.00	\$9,085.00	\$ 45.00	\$3,555.00	\$ 50.00	\$3,950.00	\$ 75.00	\$5,925.00	\$ 100.00	\$7,900.00	\$ 25.00	\$1,975.00	
	Remove & Replace Gravel Surfacing	801	L.F.	\$ 15.00	\$12,015.00	\$ 9.00	\$7,209.00	\$ 4.00	\$3,204.00	\$ 6.50	\$5,206.50	\$ 15.00	\$12,015.00	\$ 33.00	\$26,433.00	\$ 10.00	\$8,010.00	
PART 1 TOTAL BASE BID				\$660,165.00		\$489,920.00		\$532,464.00		\$593,853.50		\$573,476.90		\$775,443.00		\$845,766.20		
PART 2 - 6" WATER MAIN ALTERNATIVE					Engineer's Estimate		Nowak Construction Co., Inc.		Middlecreek Corporation		Mies Construction, Inc.		Lee Construction		BEK Consulting, LLC		Dick Construction	
Item No.	Description	Qty	Unit	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	
1	Mobilization	1	L.S.	\$ 38,000.00	\$38,000.00	\$ 20,000.00	\$20,000.00	\$ 11,000.00	\$11,000.00	\$ 20,000.00	\$20,000.00	\$ 18,300.00	\$18,300.00	\$ 57,560.00	\$57,560.00	\$ 6,500.00	\$6,500.00	
2	Construction Staking	1	L.S.	\$ 7,800.00	\$7,800.00	\$ 5,030.00	\$5,030.00	\$ 7,000.00	\$7,000.00	\$ 4,000.00	\$4,000.00	\$ 5,420.00	\$5,420.00	\$ 9,000.00	\$9,000.00	\$ 8,744.00	\$8,744.00	
3	Erosion Control	1	L.S.	\$ 4,200.00	\$4,200.00	\$ 3,220.00	\$3,220.00	\$ 11,000.00	\$11,000.00	\$ 1,000.00	\$1,000.00	\$ 3,850.00	\$3,850.00	\$ 25,000.00	\$25,000.00	\$ 4,560.00	\$4,560.00	
4	Grass Seeding	8,842	L.F.	\$ 1.50	\$13,263.00	\$ 0.50	\$4,421.00	\$ 1.00	\$8,842.00	\$ 1.00	\$8,842.00	\$ 0.95	\$8,399.90	\$ 2.00	\$17,684.00	\$ 2.10	\$18,568.20	
5	Piping																	
	Trenching																	
	6-inch PVC	8842	L.F.	\$ 21.50	\$190,103.00	\$ 14.00	\$123,788.00	\$ 28.00	\$247,576.00	\$ 23.50	\$207,787.00	\$ 20.00	\$176,840.00	\$ 31.00	\$274,102.00	\$ 54.00	\$477,468.00	
	Directional Drill																	
	6-inch RJ PVC	461	L.F.	\$ 90.00	\$41,490.00	\$ 62.00	\$28,582.00	\$ 80.00	\$36,880.00	\$ 65.00	\$29,965.00	\$ 34.00	\$15,674.00	\$ 46.00	\$21,206.00	\$ 72.00	\$33,192.00	
6	Encasement by Directional Drill	134	L.F.	\$ 325.00	\$43,550.00	\$ 260.00	\$34,840.00	\$ 215.00	\$28,810.00	\$ 340.00	\$45,560.00	\$ 460.00	\$61,640.00	\$ 450.00	\$60,300.00	\$ 471.00	\$63,114.00	
7	Fire Hydrant Assembly	7	EA.	\$ 4,900.00	\$34,300.00	\$ 4,190.00	\$29,330.00	\$ 4,755.00	\$33,285.00	\$ 4,000.00	\$28,000.00	\$ 3,600.00	\$25,200.00	\$ 5,000.00	\$35,000.00	\$ 3,850.00	\$26,950.00	
8	Water Meter Vault & Appurtenances	1	L.S.	\$ 28,500.00	\$28,500.00	\$ 44,200.00	\$44,200.00	\$ 14,000.00	\$14,000.00	\$ 35,000.00	\$35,000.00	\$ 40,585.00	\$40,585.00	\$ 66,000.00	\$66,000.00	\$ 43,207.00	\$43,207.00	
9	Air Release Assembly	1	EA.	\$ 3,900.00	\$3,900.00	\$ 3,380.00	\$3,380.00	\$ 4,100.00	\$4,100.00	\$ 2,500.00	\$2,500.00	\$ 4,050.00	\$4,050.00	\$ 3,600.00	\$3,600.00	\$ 3,100.00	\$3,100.00	
10	Valves & Tapping Sleeve and Valves																	
	12-inch Gate Valves	15	EA.	\$ 1,650.00	\$24,750.00	\$ 1,430.00	\$21,450.00	\$ 1,537.00	\$23,055.00	\$ 1,200.00	\$18,000.00	\$ 975.00	\$14,625.00	\$ 1,200.00	\$18,000.00	\$ 2,583.00	\$38,745.00	
11	Dead End Assembly	1	EA.	\$ 3,750.00	\$3,750.00	\$ 2,190.00	\$2,190.00	\$ 1,100.00	\$1,100.00	\$ 2,250.00	\$2,250.00	\$ 1,250.00	\$1,250.00	\$ 2,400.00	\$2,400.00	\$ 550.00	\$550.00	
12	Connection to Existing System	1	EA.	\$ 3,250.00	\$3,250.00	\$ 1,430.00	\$1,430.00	\$ 4,700.00	\$4,700.00	\$ 1,500.00	\$1,500.00	\$ 750.00	\$750.00	\$ 7,500.00	\$7,500.00	\$ 4,250.00	\$4,250.00	
13	Remove & Replace Surfacing																	
	Remove & Replace Asphalt Surfacing	79	L.F.	\$ 50.00	\$3,950.00	\$ 115.00	\$9,085.00	\$ 45.00	\$3,555.00	\$ 50.00	\$3,950.00	\$ 75.00	\$5,925.00	\$ 100.00	\$7,900.00	\$ 25.00	\$1,975.00	
	Remove & Replace Gravel Surfacing	801	L.F.	\$ 15.00	\$12,015.00	\$ 9.00	\$7,209.00	\$ 4.00	\$3,204.00	\$ 6.50	\$5,206.50	\$ 15.00	\$12,015.00	\$ 33.00	\$26,433.00	\$ 10.00	\$8,010.00	
PART 2 TOTAL BASE BID				\$452,821.00		\$338,155.00		\$438,107.00		\$413,560.50		\$394,523.90		\$631,685.00		\$738,933.20		
BID BOND				N/A		YES		YES		YES		YES		YES		YES		
ADDENDUM NO. 1				N/A		YES		YES		YES		YES		YES		YES		



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: February 7, 2017
RE: ACDBE Program

ISSUE:

The Governing Body is asked to consider and approve the Airport Concession Disadvantaged Business Enterprise (ACDBE) program.

BACKGROUND:

The City of Garden City is required by the Federal Aviation Administration (FAA) to evaluate the Airport Concession Disadvantaged Business Enterprise (ACDBE) program every three years. Evaluation of the program consists of ensuring compliance with federal regulations and establishing the ACDBE goal.

The FAA stipulates the City of Garden City does not submit an overall goal for car rentals and other airport concessions if the average annual concession revenues over the preceding 3 years do not exceed \$200,000. The City of Garden City understands that “revenue” means total revenue generated by concessions, not the fees received by the airport from concessionaires. Therefore, the ACDBE goal is 0% as airport car rentals and other concession revenues do not exceed \$200,000.

A Notice to the Public announcing the ACDBE goal of 0% for the federal fiscal years of 2017, 2018, and 2019 was published in the Garden City Telegram.

ALTERNATIVES:

1. The Governing Body approval of the Airport Concession Disadvantaged Business Enterprise (ACDBE) program.
2. The Governing Body disapproval of the Airport Concession Disadvantaged Business Enterprise (ACDBE) program.
3. The Governing Body recommendation for staff.

RECOMMENDATION:

Staff recommends approval of the Airport Concession Disadvantaged Business Enterprise (ACDBE) program.

FISCAL NOTE:

The ACDBE program does not impact revenue or expenditures.

ATTACHMENTS:

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



CITY OF GARDEN CITY

GARDEN CITY
REGIONAL AIRPORT

AIRPORT CONCESSION
DISADVANTAGED BUSINESS
ENTERPRISE PROGRAM
2017/2018/2019

CITY OF GARDEN CITY ACDBE PROGRAM
POLICY STATEMENT

Section 23.1, 23.23 Objectives/Policy Statement

The City of Garden City - Garden City Regional Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The City of Garden City - Garden City Regional Airport is a primary airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code). The City of Garden City - Garden City Regional Airport has signed airport grant assurances that it will comply with 49 CFR Part 23.

It is the policy of the City of Garden City - Garden City Regional Airport to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

1. To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
2. To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
3. To ensure that our ACDBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs at our airport(s);
5. To help remove barriers to the participation of ACDBEs in opportunities for concessions at our airport(s); and
6. To provide appropriate flexibility to our airports in establishing and providing opportunities for ACDBEs.

The Director of Aviation has been designated as the ACDBE Liaison Officer (ACDBELO). In that capacity, Director of Aviation is responsible for implementing all aspects of the ACDBE program. Implementation of the ACDBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Garden City - Garden City Regional Airport in its financial assistance agreements with the Department of Transportation.

City of Garden City - Garden City Regional Airport has disseminated this policy statement to the Governing Body and all of the components of our organization. We have distributed this statement to ACDBE and non-ACDBE concessionaire communities in our area. We have distributed this statement to ACDBE and non-ACDBE concessionaires by publication of notice announcing the proposed goal in the Garden City Telegram.

Chris Law, Mayor

Date

SUBPART A – GENERAL REQUIREMENTS

Section 23.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 23.3 Definitions

The City of Garden City - Garden City Regional Airport will use terms in this program that have the meaning defined in Section 23.3 and Part 26 Section 26.5 where applicable.

Section 23.5 Applicability

The City of Garden City - Garden City Regional Airport is a primary airport and the sponsor of federal airport funds authorized for airport development after January 1988 that was authorized under Title 49 of the United States Code.

Section 23.9 Non-discrimination Requirements

The City of Garden City - Garden City Regional Airport will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any concession agreement, management contract or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23 on the basis of race, color, sex, or national origin.

In administering its ACDBE program, the City of Garden City - Garden City Regional Airport will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the ACDBE program with respect to individuals of a particular race, color, sex, or national origin.

The City of Garden City - Garden City Regional Airport acknowledges these representations are also in accordance with obligations contained in its Civil Rights, DBE and ACDBE Airport grant assurances.

The City of Garden City - Garden City Regional Airport will include the following assurances in all concession agreements and management contracts it executes with any firm:

(1) "This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

(2) "The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements."

Section 23.11 Compliance and Enforcement

The City of Garden City - Garden City Regional Airport will comply with and is subject to the provisions of 49 CFR Part 26 (§§ 26.101, 26.105, 26.107 and 2 CFR parts 180 and 1200.

The City of Garden City - Garden City Regional Airport will comply with this part or be subject to formal enforcement action under §26.105 or appropriate program sanctions, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include actions consistent with 49 U.S.C. §§ 47106(d), 47111(d), and 47122.

2 C.F.R. Part 180, Government-wide Debarment and Suspension (Non-procurement), effective November 15, 2006, adopted and supplemented by DOT at 2 C.F.R. Part 1200, effective June 2, 2008, provides Office of Management and Budget (OMB) guidance for Federal agencies on the government-wide debarment and suspension system for non-procurement transactions, programs and activities. 2 C.F.R. Part 1200 adopts the OMB guidance in subparts A through I of 2 CFR part 180, as supplemented by part 1200, as the Department of Transportation policies and procedures for non-procurement suspension and debarment.

The City of Garden City - Garden City Regional Airport's compliance with all requirements of this part is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The following enforcement actions apply to firms participating in the City of Garden City - Garden City Regional Airport's ACDBE program:

- (a) For a firm that does not meet the eligibility criteria of subpart D of this part and that attempts to participate as an ACDBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department of Transportation (DOT) or the Federal Aviation Administration (FAA) may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.
- (b) For a firm that, in order to meet ACDBE goals or other AC/DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the

eligibility criteria of subpart D of this part, DOT or FAA may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

(c) DOT may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the ACDBE program whose conduct is subject to such action under 49 CFR Part 31.

(d) DOT may refer to the Department of Justice, for prosecution under 18 U.S.C. §§ 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of an ACDBE in the [Sponsor's] ACDBE program or otherwise violates applicable Federal statutes.

Compliance reviews: The FAA may review the City of Garden City - Garden City Regional Airport's compliance with this part at any time, including but not limited to, reviews of paperwork, on-site reviews, and review of the airport sponsor's monitoring and enforcement mechanism, as appropriate. The FAA Office of Civil Rights may initiate a compliance review based on complaints received.

Any person who knows of a violation of this part by the City of Garden City - Garden City Regional Airport may file a complaint under 14 CFR Part 16 with the Federal Aviation Administration Office of Chief Counsel.

SUBPART B – ACDBE PROGRAMS

Section 23.21 ACDBE Program Updates

The City of Garden City - Garden City Regional Airport is non-hub primary airport required to have an ACDBE program.

As a condition of eligibility for FAA financial assistance, the City of Garden City - Garden City Regional Airport will submit its ACDBE program and overall goals to FAA according to 23.45(a) of this section.

Until the [City of Garden City - Garden City Regional Airport 's new ACDBE program is submitted and approved, we will continue to implement our ACDBE program that was in effect previously, except with respect to any provision that is contrary to 49 CFR Part 23.

This ACDBE program will be implemented at the Garden City Regional Airport.

When the City of Garden City - Garden City Regional Airport makes significant changes to its ACDBE program, we will provide the amended program to the FAA for approval prior to implementing the changes.

Section 23.23 Administrative Provisions

Policy Statement: The City of Garden City - Garden City Regional Airport is committed to operating its ACDBE program in a nondiscriminatory manner.

The City of Garden City - Garden City Regional Airport's Policy Statement is elaborated on the first page of this program.

ACDBE Liaison Officer (ACDBELO): We have designated the following individual as our ACDBELO:

Rachelle Powell
2225 S. Air Service Road, Suite 112
Garden City, KS 67846
620-276-1190
Rachelle.powell@gardencityks.us

In that capacity, the ACDBELO is responsible for implementing all aspects of the ACDBE program and ensuring that the City of Garden City - Garden City Regional Airport complies with all provision of 49 CFR Part 23. The ACDBELO has direct, independent access to the City Manager concerning ACDBE program matters. An organizational chart displaying the ACDBELO's position in the organization is found in Attachment 1 to this program.

The ACDBELO is responsible for developing, implementing and monitoring the ACDBE program, in coordination with other appropriate officials. The ACDBELO has a staff of one to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by FAA or DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to ACDBEs in a timely manner.
5. Identifies contracts and procurements so that ACDBE goals are included in solicitations (both race-neutral methods and contract specific goals)
6. Analyzes City of Garden City - Garden City Regional Airport's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Governing body on ACDBE matters and achievement.
9. Maintains the City of Garden City - Garden City Regional Airport's updated directory on certified ACDBEs and distinguishes them from DBEs.

Directory: The City of Garden City - Garden City Regional Airport through the Kansas Unified Certification Program (UCP), maintains a directory identifying all firms eligible to

participate as DBEs and ACDBEs. The Directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as an ACDBE.

The UCP will ensure that the Directory lists each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work. The UCP will make any changes to the current directory entries necessary to meet the requirements of this paragraph.

The UCP revises the Directory annually. We make the Directory available as follows: <http://mwbd.s.kansascommerce.com>. The Directory may be found in Attachment 2 to this program document. (26.31).

Section 23.25 Ensuring Nondiscriminatory Participation of ACDBEs

The City of Garden City - Garden City Regional Airport will take the following measures to ensure nondiscriminatory participation of ACDBEs in concessions, and other covered activities (23.25(a)).

The City of Garden City - Garden City Regional Airport will seek ACDBE participation in all types of concession activities, rather than concentrating participation in one category or a few categories to the exclusion of others. (23.25(c))

The City of Garden City - Garden City Regional Airport's overall goal methodology and a description of the race-neutral measures it will use to meet the goals are described in Section 23.25 and Attachment 4 of this plan. The goals are set consistent with the requirements of Subpart D. (23.25(b), (d))

If the City of Garden City - Garden City Regional Airport projects that race-neutral measures alone, are not sufficient to meet an overall goal, it will use race-conscious measures as described in Section 23.25 (e) (1-2) and Attachment 4 and 5 of this plan. (23.25(e))

The City of Garden City - Garden City Regional Airport will require businesses subject to ACDBE goals at the airport (except car rental companies) to make good faith efforts to explore all available options to meet goals, to the maximum extent practicable, through direct ownership arrangements with ACDBEs. (23.25(f))

The City of Garden City - Garden City Regional Airport will not use set-asides or quotas as a means of obtaining ACDBE participation. (23.25(g)).

Section 23.27 Reporting

We will retain sufficient basic information about our ACDBE program implementation, ACDBE certification and the award and performance of agreements and contracts to enable the FAA to determine our compliance with Part 23. This data will be retained for a minimum of 3 years following the end of the concession agreement or other covered contract.

Beginning March 1, 2006, we will submit to the FAA Regional Civil Rights Office, an annual ACDBE participation report on the form in Appendix A of Part 23.

Section 23.29 Compliance and Enforcement Procedures

The City of Garden City - Garden City Regional Airport will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 23.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. We have listed the regulations, provisions, and contract remedies available to us in the events of non-compliance with the ACDBE regulation by a participant in our procurement activities (See Attachment 3. (26.37)

SUBPART C – CERTIFICATION AND ELIGIBILITY

Section 23.31 We will use the procedures and standards of Part 26, except as provided in 23.31, for certification of ACDBEs to participate in our concessions program and such standards are incorporated herein.

The City of Garden City - Garden City Regional Airport is the member of a Unified Certification Program (UCP) administered *by Kansas*. The UCP will meet all of the requirements of this section.

The UCP's directory of eligible DBEs specifies whether a firm is certified as a DBE for purposes of Part 26, and ACDBE for purposes of part 23, or both.

Prior to entering into a new contract, extension, or option with a currently certified ACDBE, we will review their eligibility at that time (i.e., "as soon as possible") rather than waiting until the latest date allowed under Part 23. Our schedule for this review

process will be no case later than April 1, 2017 or three years from the anniversary date of each firm's most recent certification, whichever is later.

We will treat a firm as a small business eligible to be certified as an ACDBE if its gross receipts, averaged over the firm's previous three fiscal years do not exceed \$56.42 million for non-car rental ACDBEs and \$75.23 million for car rental ACDBEs. The size standard for banks and other financial institutions is \$1 billion in assets, for pay telephone company's is 1500 employees and for ACDBE automobile dealers is 350 employees.

Section 23.35 The personal net worth standard used in determining eligibility for purposes of Part 23 is \$1.32 million.

We recognize that Personal net worth means the net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth (PNW) does not include the following:

- (1) The individual's ownership interest in an ACDBE firm or a firm that is applying for ACDBE certification;
- (2) The individual's equity in his or her primary place of residence; and
- (3) Other assets that the individual can document are necessary to obtain financing or a franchise agreement for the initiation or expansion of his or her ACDBE firm (or have in fact been encumbered to support existing financing for the individual's ACDBE business) to a maximum of \$3 million.

The effectiveness of this paragraph (3) of this definition is suspended with respect to any application for ACDBE certification made or any financing or franchise agreement obtained after June 20, 2012. (23.3)

An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

Any person who has a personal net worth exceeding this amount is not a socially and economically disadvantaged individual, even if a member of a group otherwise presumed to be disadvantaged. (See 23.3 - *Personal Net Worth* definition and 23.35)

We will presume that a firm that is certified as a DBE under part 26 is eligible to participate as an ACDBE. However, before certifying such a firm, we will ensure that the disadvantaged owners of a DBE certified under part 26 are able to control the firm with respect to its activity in our concessions program. We are not obligated to certify a part 26 DBE as an ACDBE if the firm does not perform work relevant to our concessions program. (23.37).

We recognize that the provisions of part 26, sections 26.83(c) (2-6) do not apply to certifications for purposes of part 23. We will follow the provisions of 23.39 (a) through (i). We will obtain resumes or work histories of the principal owners of the firm and

personally interview these individuals. We will analyze the ownership of stock of the firm, if it is a corporation. We will analyze the bonding and financial capacity of the firm. We will determine the work history of the firm, including any concession contracts or other contracts it may have received. We will compile a list of the licenses of the firm and its key personnel to perform the concession contracts or other contracts it wishes to receive. We will obtain a statement from the firm of the types of concessions it prefers to operate or the type of other contracts it prefers to perform. We will ensure that the ACDBE firm meets the applicable size standard. (23.39(a)(b)).

We acknowledge that a prime contractor includes a firm holding a prime contract with an airport concessionaire to provide goods or services to the concessionaire or a firm holding a prime concession agreement with a recipient. We recognize that the eligibility of Alaska Native Corporations (ANC) owned firms for purposes of part 23 is governed by part 26 section 26.73(h). (23.39(c)(d)).

We will use the certification standards of part 23 to determine the ACDBE eligibility of firms that provide goods and services to concessionaires. (23.39(i))

In instances when the eligibility of a concessionaire is removed after the concessionaire has entered into a concession agreement because the firm exceeded the size standard or the owner has exceeded the PNW standard, and the firm in all other respects remains an eligible DBE, we may continue to count the concessionaire's participation toward ACDBE goals during the remainder of the current concession agreement. We will not count the concessionaire's participation toward ACDBE goals beyond the termination date for the concession agreement in effect at the time of the decertification. (23.39(e))

We will use the Uniform Application Form found in appendix F to part 26 with additional instruction as stated in 23.39(g).

SUBPART D – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 23.41 Basic Overall Goal Requirement

The City of Garden City - Garden City Regional Airport will establish two separate overall ACDBE goals; one for car rentals and another for concessions other than car rentals. The overall goals will cover a three year period and the sponsor will review the goals annually to make sure the goal continues to fit the sponsor's circumstances. We will report any significant overall goal adjustments to the FAA.

If the average annual concession revenues for car rentals over the preceding 3 years do not exceed \$200,000, we need not submit an overall goal for car rentals. Likewise, if the average annual concession revenues for concessions other than car rentals over the preceding 3 years do not exceed \$200,000, we need not submit an overall goal for concessions other than car rentals. We understand that "revenue" means total revenue generated by concessions, not the fees received by the airport from concessionaires.

The City of Garden City's overall goals will provide for participation by all certified ACDBEs and will not be subdivided into group-specific goals.

Section 23.43 Consultation in Goal Setting

The City of Garden City - Garden City Regional Airport consults with stakeholders before submitting the overall goals to the FAA. Stakeholders will include, but not be limited to, minority and women's business groups, community organizations, trade associations representing concessionaires currently located at the airport, as well as existing concessionaires themselves, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged businesses, the effects of discrimination on opportunities for ACDBEs, and the sponsors efforts to increase participation of ACDBEs.

When submitting our overall goals, we will identify the stakeholders that we consulted with and provide a summary of the information obtained from the stakeholders.

Section 23.45 Overall Goals

The sponsor is a non-hub airport. As a condition of eligibility for FAA financial assistance, the sponsor will submit its overall goals according to the following schedule:

Primary Airport Size	Region	Date Due	Period Covered	Next Goal Due
Large/Medium Hubs	All regions	October 1, 2014	2015/2016/2017	October 1, 2017 (2018/2019/2017)

Small Hubs	All regions	October 1, 2015	2016/2017/2018	October 1, 2018 (2019/2020/2021)
Non-Hubs	All regions	October 1, 2016	2017/2018/2019	October 1, 2019 (2020/2021/2022)

If a new concession opportunity arises at a time that falls between the normal submission dates above and the estimated average of annual gross revenues are anticipated to be \$200,000 or greater, the sponsor will submit an appropriate adjustment to our overall goal to FAA for approval no later than 90 days before issuing the solicitation for the new concession opportunity. (23.45i)

The sponsor will establish overall goals in accordance with the 2-Step process as specified in section 23.51. After determining the total gross receipts for the concession activity, the first step is to determine the relative availability of ACDBEs in the market area, “base figure”. The second step is to examine all relevant evidence reasonably available in the sponsor’s jurisdiction to determine if an adjustment to the Step 1 “base figure” is necessary so that the goal reflects as accurately as possible the ACDBE participation the sponsor would expect in the absence of discrimination. Evidence may include, but is not limited to past participation by ACDBEs, a disparity study, evidence from related fields that affect ACDBE opportunities to form, grow, and compete (such as statistical disparities in ability to get required financing, bonding, insurance; or data on employment, self-employment, education, training and union apprenticeship)

The sponsor will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by ACDBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under § 26.39 of this part.

A description of the methodology to calculate the overall goal for car rentals, the goal calculations, and the data we relied on can be found in Attachment 5 to this program.

A description of the methodology to calculate the overall goal for concessions other than car rentals, the goal calculations, and the data we relied on can be found in Attachment 4 to this program.

Projection of Estimated Race-Neutral & Race-Conscious Participation (23.45(f), 23.25(d-e))

The breakout of estimated race-neutral and race-conscious participation can be found with the goal methodology in Attachments 4 to this program. This section of the program will be reviewed annually when the goal calculation is reviewed under 23.41(c).

Concession Specific Goals (Also include this language in the DBE goal attachment) (23.25 (c)(e)(1)(iv))

The City of Garden City - Garden City Regional Airport will use concession specific goals to meet any portion of the overall goals it does not project being able to meet using race-neutral means. Concession specific goals are established so that, over the period to which the overall goals apply, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish concession specific goals only on those concessions that have direct ownership arrangements (except car rentals), sublease, or subcontracting possibilities. We will require businesses subject to ACDBE goals at the airport (except car rental companies) to make good faith efforts to explore all available options to meet goals, to the maximum extent practicable, through direct ownership arrangements with DBEs (23.25 (f)). Car rental firms are not required to change their corporate structure to provide for direct ownership arrangements. In the case of a car rental goal, where it appears that all or most of the goal is likely to be met through the purchases by car rental companies of vehicles or other goods or services from ACDBEs, one permissible alternative is to structure the goal entirely in terms of purchases of goods and services.)

We need not establish a concession specific goal on every such concession, and the size of concession specific goals will be adapted to the circumstances of each such concession (e.g., type and location of concession, availability of ACDBEs.)

If the objective of a concession specific goal is to obtain ACDBE participation through direct ownership with an ACDBE, the City of Garden City - Garden City Regional Airport will calculate the goal as a percentage of the total estimated annual gross receipts from the concession. (23.25(e)(1)(i))

If the concession specific goal applies to purchases and/or leases of goods and services, the City of Garden City - Garden City Regional Airport will calculate the goal by dividing the estimated dollar value of such purchases and/or leases from ACDBEs by the total estimated dollar value of all purchases to be made by the concessionaire. (23.25(e)(1)(ii))

Good Faith Efforts on Concession Specific Goals (23.25(e)(1)(iii), (iv))

To be eligible to be awarded a concession that has a concession specific goal, bidders/offerors must make good faith efforts to meet the goal. A bidder/offeror may do so either by obtaining enough ACDBE participation to meet the goal or by documenting that it made sufficient good faith efforts to do so. (23.25(e)(1)(iv)). Examples of good faith efforts are found in Appendix A to 49 CFR Part 26. The procedures applicable to 49 CFR Sections 26.51 and 26.53, regarding contract goals apply to the City of Garden City – Garden City Regional Airport’s concession specific goals. Specifically:

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

Rachelle Powell, Director of Aviation is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

We will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

In our solicitations for concession contracts for which a contract goal has been established, we will require the following:

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:
 - (i) The names and addresses of ACDBE firms that will participate in the contract;
 - (ii) A description of the work that each ACDBE will perform. To count toward meeting a goal, each ACDBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - (iii) The dollar amount of the participation of each ACDBE firm participating;
 - (iv) Written documentation of the bidder/offeror's commitment to use an ACDBE sub-concession whose participation it submits to meet a contract goal; and
 - (v) Written confirmation from each listed ACDBE firm that it is participating in the contract in the kind and amount of work provided in the prime concessionaire's commitment.
 - (vi) If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each ACDBE and non-ACDBE sub-concession quote submitted to the bidder when a non-ACDBE sub-concession was selected over an ACDBE for work on the contract; and
- (3) We will require that the bidder/offeror present the information required by paragraph (b)(2) of this section:

Under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the recipient.

Administrative reconsideration (26.53(d))

Within 7 business days of being informed by City of Garden City - Garden City Regional Airport that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Rachelle Powell
Garden City Regional Airport
2225 S. Air Service Road, Suite 112
Garden City KS 67846
620-276-1190
Rachelle.powell@gardencityks.us.

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when an ACDBE is replaced on a concession (26.53(f))

The City of Garden City - Garden City Regional Airport will require a concessionaire to make good faith efforts to replace an ACDBE that is terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE, to the extent needed to meet the concession specific goal. We will require the concessionaire to notify the ACDBELO immediately of the ACDBEs inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the concessionaire to obtain our prior approval of the substitute ACDBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

We will provide such written consent only if we agree, for reasons stated in our concurrence document, that the prime concession has good cause to terminate the ACDBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed ACDBE sub-concession fails or refuses to execute a written contract;
- (2) The listed ACDBE sub-concession fails or refuses to perform the work of its sub-concession in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the ACDBE sub-concession to perform its work on the sub-concession results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed ACDBE sub-concession fails or refuses to meet the prime concession's reasonable, non-discriminatory bond requirements.
- (4) The listed ACDBE sub-concession becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed ACDBE sub-concession is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (6) We have determined that the listed ACDBE subcontractor is not responsible;
- (7) The listed ACDBE sub-concession voluntarily withdraws from the project and provides to us written notice of its withdrawal;
- (8) The listed ACDBE is ineligible to receive ACDBE credit for the type of work required;
- (9) An ACDBE owner dies or becomes disabled with the result that the listed ACDBE concession is unable to complete its work on the contract;
- (10) Other documented good cause that we have determined compels the termination of the ACDBE sub-concession. Provided, that good cause does not exist if the prime concession seeks to terminate an ACDBE it relied upon to obtain the contract so that the prime concession can self-perform the work for which the ACDBE concession was engaged or so that the prime contractor can substitute another ACDBE or non-ACDBE concession after contract award.

Before transmitting to us its request to terminate and/or substitute an ACDBE sub-concession, the prime concession must give notice in writing to the ACDBE sub-concession, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime concession must give the ACDBE five days to respond to the prime concession's notice and advise us and the concessionaire of the reasons, if any, why it objects to the proposed termination of its sub-concession and why we should not

approve the prime concession's action. If required in a particular case as a matter of public necessity (e.g., safety), we may provide a response period shorter than five days.

The City of Garden City - Garden City Regional Airport will require a concessionaire to make good faith efforts to replace an ACDBE that is terminated or has otherwise failed to complete its work on a concession with another certified ACDBE. These good faith efforts shall be directed at finding another ACDBE to perform at least the same amount of work under the concession contract as the ACDBE that was terminated, to the extent needed to meet the concession contract goal that we established for the procurement. The good faith efforts shall be documented by the concessionaire. If we request documentation from the concessionaire under this provision, the concessionaire shall submit the documentation to us within 7 days, which may be extended for an additional 7 days if necessary at the request of the concessionaire, and the recipient shall provide a written determination to the concessionaire stating whether or not good faith efforts have been demonstrated.

We will include in each prime concession contract the contract clause required by § 26.13(b) stating that failure by the concessionaire to carry out the requirements of this part is a material breach of the contract and may result in the termination of the concession contract or such other remedies set forth in that section that we deem appropriate if the prime concessionaire fails to comply with the requirements of this section.

If the concessionaire fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the concessionaire still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Proposal/Bid Specification:

The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of the City of Garden City to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this concession will be conditioned upon satisfying the requirements of this proposal/bid specification. These requirements apply to all concessions firms and suppliers, including those who qualify as an ACDBE. An ACDBE concession specific goal of **0** percent of (*annual gross receipts; value of leases and/or purchases of goods and services*) has been established for this concession. The concession firm shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 6), to meet the concession specific goal for ACDBE participation in the performance of this concession.

The concession firm will be required to submit the following information: (1) the names and addresses of ACDBE firms and suppliers that will participate in the concession, (2) A description of the work that each ACDBE will perform; (3) The dollar amount of the

participation of each ACDBE firm participating; (4) Written and signed documentation of commitment to use a ACDBE whose participation it submits to meet a contract goal; (5) Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment; and (6) If the contract goal is not met, evidence of good faith efforts.

Section 23.53 Counting ACDBE Participation for Car Rental Goals

We will count ACDBE participation toward overall goals other than car rental as provided in 49 CFR 23.53.

Section 23.55 Counting ACDBE Participation for Concessions Other than Car Rentals

We will count ACDBE participation toward overall goals other than car rental as provided in 49 CFR 23.55.

Section 23.57 (b) Goal shortfall accountability. If the awards and commitments on our Uniform Report of ACDBE Participation (found in Appendix A to this Part) at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will:

- (1) Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems we have identified in our analysis to enable us to fully meet our goal for the new fiscal year;

Section 23.61 Quotas or Set-asides

We will not use quotas or set-asides as a means of obtaining ACDBE participation.

SUBPART E – OTHER PROVISIONS

Section 23.71 Existing Agreements

We will assess potential for ACDBE participation when an extension or option to renew an existing agreement is exercised, or when a material amendment is made. We will use any means authorized by part 23 to obtain a modified amount of ACDBE participation in the renewed or amended agreement.

Section 23.75 Long-Term Exclusive Agreements

We will not enter into a long-term and exclusive agreements for concessions without prior approval of the FAA Regional Civil Rights Office. We understand that a “long-term” agreement is one having a term of longer than 5 years. We understand that an “exclusive” agreement is one in which an entire category of a particular business

opportunity is limited to a single business entity. If special, local circumstances exist that make it important to enter into a long-term and exclusive agreement, we will submit detailed information to the FAA Regional Civil Rights Office for review and approval.

Section 23.79 Geographic Preferences

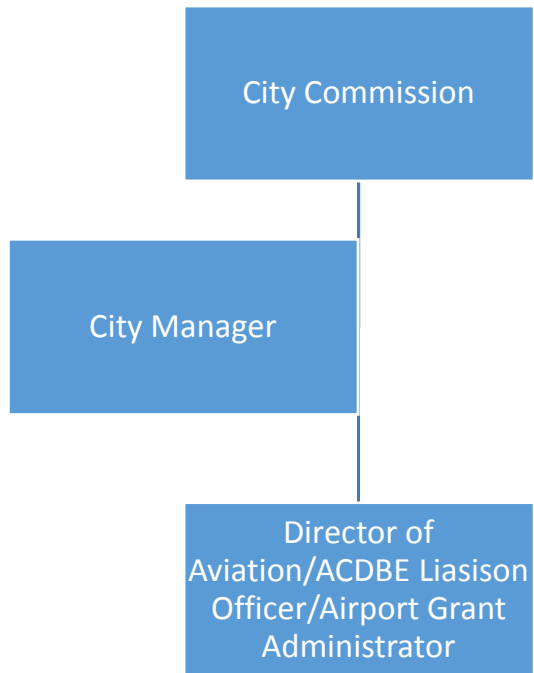
We will not use a “local geographic preference”, i.e., any requirement that gives an ACDBE located in one place (e.g., Garden City) an advantage over ACDBEs from other places in obtaining business as, or with, a concession at your airport.

ATTACHMENTS

Attachment 1	Organizational Chart
Attachment 2	DBE/ACDBE Directory (or website link)
Attachment 3	Monitoring and Enforcement Mechanisms
Attachment 4	Overall Goal for Concessions other than Car Rental Calculation, Consultation, Breakout of Estimated Race-Neutral & Race-Conscious Participation
Attachment 5	Overall Goals for Car Rentals Calculation, Consultation, Breakout of Estimated Race-Neutral & Race-Conscious Participation
Attachment 6	Form 1 & 2 for Demonstration of Good Faith Efforts
Attachment 7	State’s UCP Agreement
Attachment 8	Regulations: 49 CFR Part 23

Attachment 1

Organizational Chart



Attachment 2

Kansas DBE Directory
<http://mwbds.kansascommerce.com/>

Attachment 3

Sample Monitoring and Enforcement Mechanisms

The City of Garden City - Garden City Regional Airport has several remedies available to enforce the ACDBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to Kansas 84-2-701 and
3. Referral to the KDOT DBELO for action under suspension and debarment or Program Fraud and Civil Penalties rules.
4. Suspension of the contract pursuant to Section 12.d of the General Conditions of the Specifications.
5. Termination of the contract pursuant to Section 12.e of the General Conditions of the Specifications.
6. Notification of Statutory (Payment) Bond surety pursuant to Section 12.e of the General Conditions of the Specifications.
7. Withhold payment for work in question.
8. Refusal of future contract awards due to actions/inactions on current contract that relate to responsiveness or responsibility of the contractor/subcontractor.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 23 and 2 CFR parts 180 and 1200
2. Enforcement action pursuant to 49 CFR part 31; and
3. Prosecution pursuant to 18 USC 1001.

The City of Garden City - Garden City Regional Airport will implement various mechanisms to monitor program participants to ensure they comply with Part 23, including, but not limited to the following:

CITY OF GARDEN CITY, KANSAS

SPECIAL ATTACHMENT

To Contracts or Agreements entered into
by the City of Garden City, Kansas

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

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

NOTIFICATION

The City of Garden City, Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the United States Department of Transportation (Title 49 CFR, Part 21) issued pursuant to such Act, hereby notifies all contracting parties that it will affirmatively insure that Contracts involving use of Federal Funds will be implemented without discrimination on the ground of race, color or national origin, as more specifically set out in the following six "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Contractor" appears in the following six "Nondiscrimination Clauses", the term "Contractor" is understood to include all parties to contracts or agreements, with the City of Garden City, Kansas, (hereinafter referred to as the "City"), involving the use of Federal Funds.

NONDISCRIMINATION CLAUSES

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

(1) COMPLIANCE WITH REGULATIONS:

The Contractor will comply with the Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21), hereinafter incorporated by reference and made a part of this contract.

(2) NONDISCRIMINATION:

The Contractor, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate 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 "A", "B", and "C" of the Regulations.

(3) SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) INFORMATION AND REPORTS:

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the Federal Highway Administration as appropriate; and shall set forth what efforts it has made to obtain information.

(5) SANCTIONS FOR NONCOMPLIANCE:

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of the Contract, in whole or in part.

(6) INCORPORATION OF PROVISIONS:

The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, orders or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the City or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**NONDISCRIMINATION UNDER TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964**

The Contractor will comply with the Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations pursuant thereto (25 CFR Part 1), which provides that no person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity undertaken with Federal financial assistance.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion or transfer, recruitment advertising, layoff or termination,

rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer, setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204, provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
8. The Contractor will, prior to the approval of any construction contract, submit an acceptable Affirmative Action Plan to the City for review and approval.

CITY OF GARDEN CITY, KANSAS

SPECIAL ATTACHMENT

To Contracts or Agreements entered into
by the City of Garden City, Kansas

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

NOTIFICATION

The City of Garden City, Kansas, in accordance with the provisions of the Regulations of the United States Department of Transportation (49 CFR, Part 26) hereby notifies all contracting parties that it will affirmatively insure that Contracts involving use of Federal Funds will be implemented without discrimination on the ground of race or gender, and that the following provisions apply.

1. Contract Assurance

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

2. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following approval by the City. This clause applies to both DBE and non-DBE subcontractors.

Attachment 4

Section 23.45: Overall Goal Calculation for Concessions Other Than Car Rentals

Amount of Goal: 0%. Average annual gross receipts do not exceed \$200,000.

Breakout of Estimated Race-Neutral & Race Conscious Participation
Section 23.51

Not applicable.

Attachment 5

Section 23.45: Overall Goal Calculation for Car Rentals

Amount of Goal: 0%. Average annual gross receipts do not exceed \$200,000.

Breakout of Estimated Race-Neutral & Race Conscious Participation **Section 23.51**

Not applicable.

ATTACHMENT 6

Forms 1 & 2 for Demonstration of Good Faith Efforts

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid/proposal specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % ACDBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the ACDBE goal of _____ %) is committed to a minimum of _____ % ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____ Title _____
(Signature)

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of ACDBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by ACDBE firm:

The bidder/offeror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

ATTACHMENT 7

State's UCP Agreement

[https://www.ksdot.org/Assets/wwwksdotorg/bureaus/offChiefCoun/Documents/KS Statewide Certification Program.pdf](https://www.ksdot.org/Assets/wwwksdotorg/bureaus/offChiefCoun/Documents/KS%20Statewide%20Certification%20Program.pdf)

Attachment 8

Regulations: 49 CFR Part 23

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr23_main_02.tpl



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: February 7, 2017
RE: GCSP16-59, Development Agreement for a Temporary ready-mix concrete plant

ISSUE:

The Governing Body is asked to consider and approve the development agreement for the temporary ready-mix concrete plant to be located at 2277 West Mary Street.

BACKGROUND:

Bob Dunlap, the developer, wishes to develop a temporary ready-mix concrete plant on Mary Street. A site plan was submitted for the plant, and staff has been working closely with Mr. Dunlap to address the issues that arose during the site plan review. All concerns have been addressed except the ones pertaining to permanent drainage, sidewalks and landscaping.

The developer would like to delay addressing these issues, at this time, because this concrete plant is just temporary. His plans are to expand his plant and make it a permanent ready-mix concrete plant at this location. However, at this time, he is not ready to do so.

Staff would like to present a development agreement that addresses these unresolved issues found in the site plan. This agreement will allow Mr. Dunlap time to prepare for a permanent facility and ensure, to the City, that the unresolved issues will be met in a timely fashion. Typically, a temporary facility is only in operation for 12 months or less. Therefore, a time frame was agreed upon for the developer to address the outstanding issues. The development agreement stipulates the developer will have 12 months to address the outstanding issues found in the site plan review.

ALTERNATIVES:

1. The Governing Body may approve the development agreement.
2. The Governing Body may approve the development agreement with changes.
3. The Governing Body may deny the development agreement.

RECOMMENDATION:

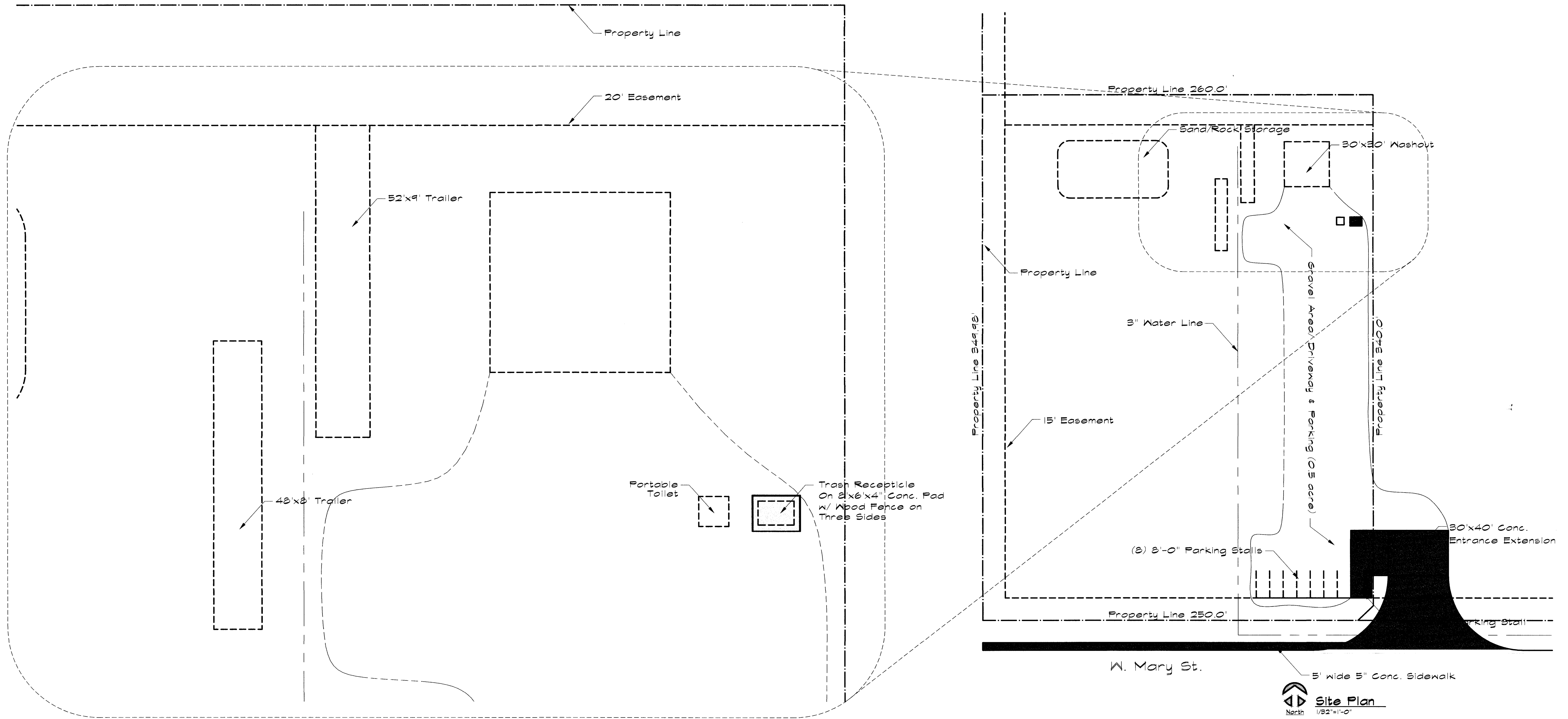
Staff recommends alternative one, the approval of the development agreement.

FISCAL NOTE:

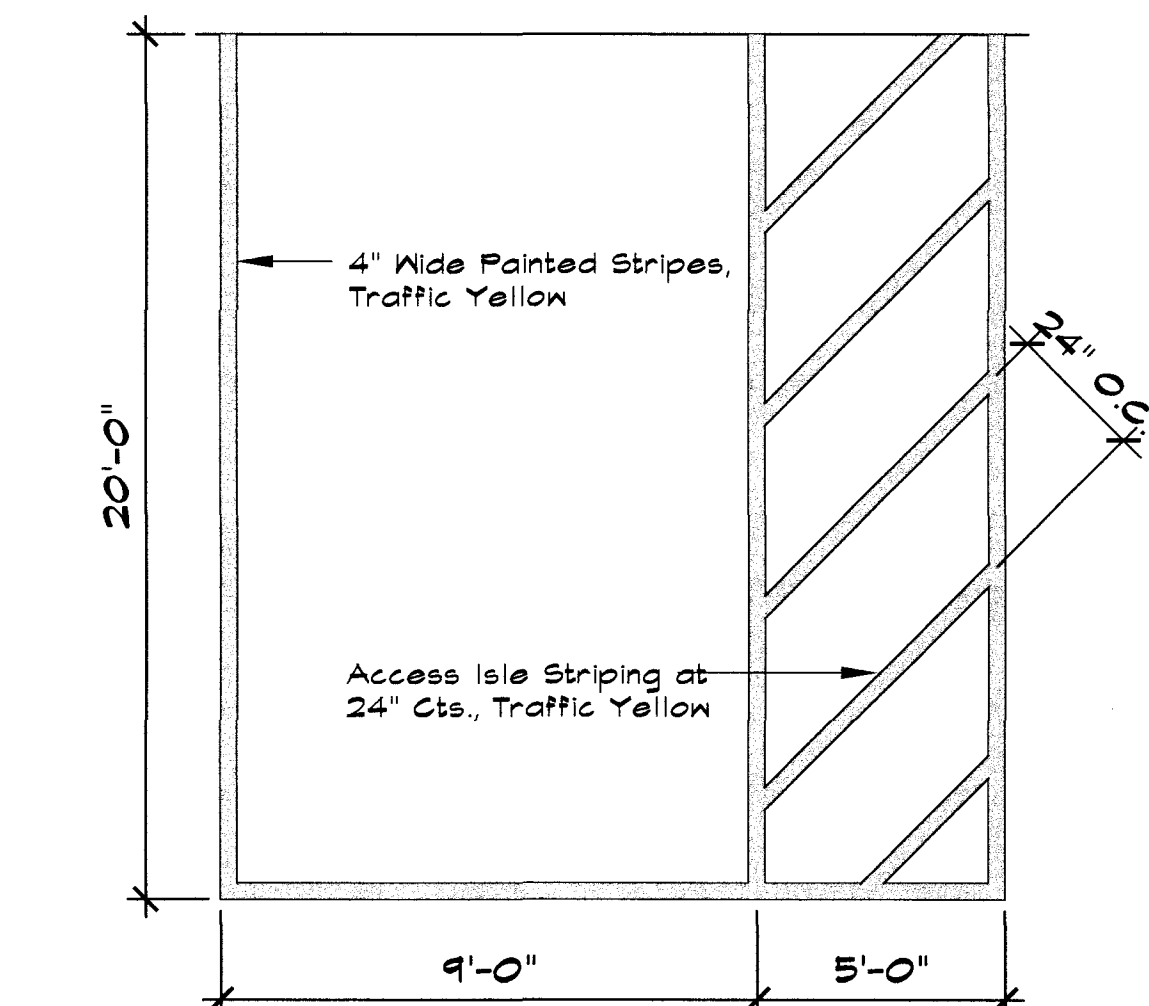
None.

ATTACHMENTS:

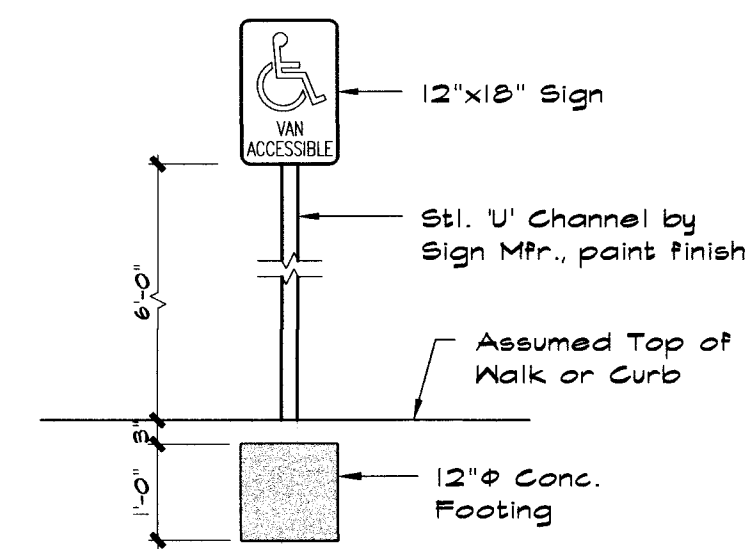
Description	Upload Date	Type
Ready-mix plant Site Plan	2/1/2017	Backup Material
Proof of Contingent Approval	2/1/2017	Backup Material



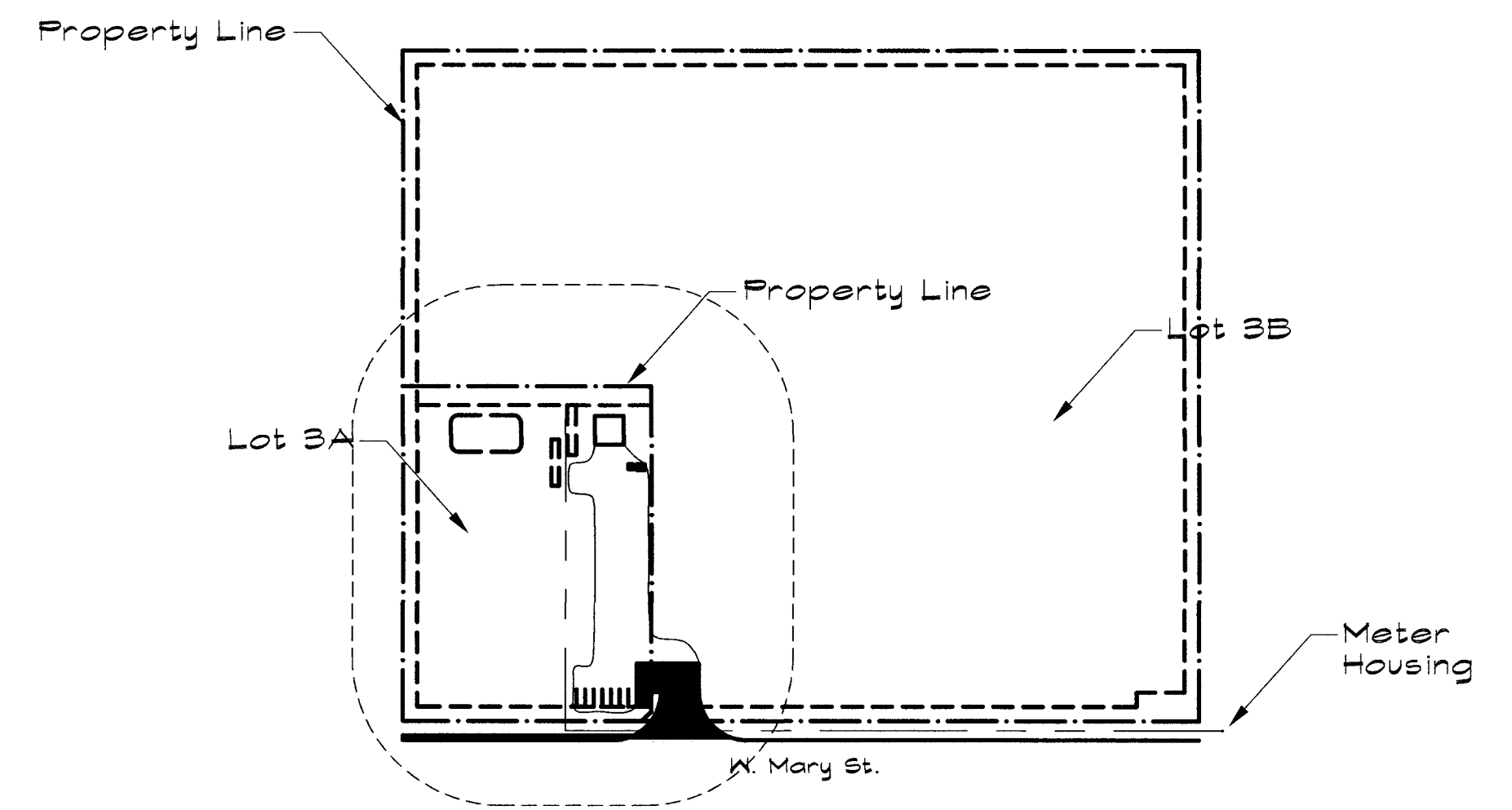
Floor Plan
North
1/8"=1'-0"



Accessible Isle Striping Plan
1/2"=1'-0"



Van Accessible Parking
1/2"=1'-0"



Vicinity Plan
North
NS

THE DRAWING, SPECIFICATIONS AND ANY INSTRUMENTS OF SERVICE ARE INSTRUMENTS OF THE ARCHITECT FOR THIS PROJECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

402 E. HULTON • 620.276.2872
GARDEN CITY, KANSAS 67846
FAX 620.276.7679
archplus@architectureplus.net

Architecture Plus L.L.C.
GARDEN CITY • DODGE CITY • DENVER

Arch. Plus
12-8-16

date 11-2016
drawn by alh
revisions

A Site Plan for a:
Temporary Concrete Batch Plant
2223 W. Mary St.
Garden City, Ks

job number
16026

title
Site Plan & Details

sl.
sheet number

A1.0

of 1



NEIGHBORHOOD & DEVELOPMENT SERVICES
SERVING THE CITIES OF
GARDEN CITY, HOLCOMB & FINNEY COUNTY
P.O. Box 998 • 301 N. 8th Street • Garden City, Kansas 67846
(620) 276-1120 FAX (620) 276-1173

Site Plan Review Comments

**Contingent
Approval**

GCSP16-59, Temporary Ready-Mix Concrete Plant

2223 W Mary St., Garden City, KS

GENERAL INFORMATION

Revision Date:	12/14/2016	Site Plan Status:	Contingent Approval – waiting on signed Development Agreement
Original Review Date:	11/23/2016	Jurisdiction:	Garden City
Owner:	Garden City Ready Mix, Attn: Bob Dunlap	Phone:	620-521-2964
Architect / Engineer:	Architecture Plus	Contact Info:	620-276-2872
Requested Action:	Approve Site Plan		
Purpose:	New Ready Mix Concrete Plant (Temporary)		
Location address:	2223 W Mary Street		

REVIEW RESULTS:

Water Utility:


1. Need to indicate where City Water hook up is and what size meter will be required to operate plant.
Issue has been addressed.

PW:

1. Sidewalks are required on Mary Street.
Issue will be addressed in Development Agreement.

NDS:

1. Is there going to be any fencing surrounding the property besides the silt fencing currently shown?
No fencing will be put up.
2. Need to show electrical utility lines.
Issue has been addressed.
3. Need to show solid waste screening.
Issue has been addressed.
4. Needs to show handicap parking spaces. Their location and dimensions.
Issue has been addressed.
5. Need to show parking stall dimensions.
Issue has been addressed.

*** FOR OFFICE USE ONLY ***	
Status of Site Plan:	CONTINGENT APPROVAL
Date:	12/14/2016
Name & Title of Authorizing Official:	Jose Larsen, Planning Technician
Signature:	



NEIGHBORHOOD & DEVELOPMENT SERVICES
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Site Plan Review Comments

Contingent

Approval

GCSP16-59, Temporary Ready-Mix Concrete Plant

2223 W Mary St., Garden City, KS


Garden City Engineering Comments:

1. Detention required to mitigate increase in site runoff.
Issue will be addressed in Development Agreement.
2. Drainage calculations needed to demonstrate changes in land use for the site.
Issue will be addressed in Development Agreement.
3. SWPPP and erosion control plans needed for site. NOI needed if total disturbance/grading to exceed 1 acre.
Issue has been addressed.
4. Confirm that Lots 3A and 3B have the same owner. Is easement needed for access location across Lot 3B?
Issue has been addressed.
5. Where will truck traffic be directed? The turn at the north side of the entrance appears very tight if trucks are expected to remain on the gravel area.
Issue has been addressed.
6. Proposed waterline size needed.
Issue has been addressed.
8. What electric and gas needs are there for the site to power/heat batch plant?
Issue has been addressed.

Notes:

Gas main on north side of Mary St.

- ✚ Following the approval of the site plan, a pre-application meeting is recommended before the submittal of the construction plans. This meeting will be held with the inspections department to go over our adopted codes.
- ✚ After that a preconstruction meeting will be required before the building permit is issued. This will be an additional meeting with the inspections department.
- ✚ All meetings can be scheduled by contacting inspections at: 620-276-1120.

*** FOR OFFICE USE ONLY ***	
Status of Site Plan:	CONTINGENT APPROVAL
Date:	12/14/2016
Name & Title of Authorizing Official:	Jose Larsen, Planning Technician
Signature:	

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter), made and entered into this ____ day of _____, 2017, by and between the **City of Garden City, Kansas** (hereinafter “City”) and Robert D. Dunlap, (hereinafter “Developer”).

RECITALS

- A. Developer owns the real property identified and legally described on Exhibit “A”.
- B. Developer and City each recognize the importance of there being a general plan to guide the growth and development of the Property.
- C. City has adopted regulations concerning development within its corporate limits, in place upon approval of this Agreement.
- D. City has established and recognizes the zoning on the Property to be I-3.
- E. City has approved a Parcel Plat (Exhibit “B”) and Site Plan (Exhibit “C”) for Temporary Ready-Mix Concrete Plant.
- F. The Property is to be developed as follows: Temporary Ready-Mix Concrete Plant (Project).
- G. Developer and City desire to provide in this Agreement for (i) Developers’ assurances to City that the Property and the Project infrastructure improvements will be developed in accordance with the provisions of this Agreement, the Parcel Plan and the Site Plan, (ii) City’s assurances to Developer that it will be permitted to develop the Property in accordance with the provisions of this Agreement, the Parcel Plat and the Site Plan. Nothing in this Agreement shall restrict the authority of the City to modify or amend any current policies or regulations.
- H. City and Developer acknowledge that the development of the Property pursuant to this Agreement will significantly benefit Developer by providing the ability to improve the Property.

AGREEMENT

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

- 1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into this Agreement by this reference.
- 2. **Definitions.** The following terms and phrases shall have the meaning set forth below:

- 2.1 *Commencement of Construction:* That date upon which ground is broken in connection with the construction of an infrastructure improvement.
- 2.2 *Exhibits:* A complete list of all Exhibits to this Agreement is found immediately after the signature page.
- 2.3 *Parcel Plat:* The Parcel Plat for the development of the Property as recorded.
- 2.4 *Site Plan – Temporary Ready-Mix Concrete Plant,* as approved by the City December 14, 2016 with conditions as noted.

2.5 *Developer – Robert D. Dunlap*

3. **Infrastructure.** All improvements shall be designed in compliance with standards and specifications of City and applicable state agencies. City shall approve all plans prior to construction. Construction of improvements shall not commence until the plans and specifications have been approved by the City Engineer. All infrastructure improvements shall be constructed prior to the operation of the Temporary Ready-Mix Concrete Plant, unless otherwise provided herein. Below are additional descriptions of the infrastructure improvements for the Project:

- (a) *Storm Water Drainage:* Drainage will be required 12 months from the date of this Agreement.
- (b) *Sidewalks:* 5' wide sidewalks along Mary Street frontage will be required 12 months from the date of this Agreement.
- (c) *Electric:* Developer agrees that no electric service is required from City at this time.
- (d) *Sanitary Sewer:* Developer agrees that no sanitary sewer is required from City at this time. Permanent restrooms will be required to be installed within 12 months of approval of this Agreement.

- 3.2 Responsibility for funding and construction of the Infrastructure Improvements: Subject to the provisions herein contained, Developer agrees to assume and satisfy all applicable development costs pursuant to applicable policies of City, and to construct or install, or cause to be constructed or installed, all applicable improvements in accordance with such policies and agreement Developer will provide a Letter of Credit or Bond to City to cover the costs of items 3 (a) and (b).

4. **Developer Responsibilities.**

- (a) *Water Distribution:* City will make available a 2" meter and tap at the Southeast corner of the Lewis Industrial Subdivision Lot 1. All water service line costs are to be paid by the Developer.

- (b) *Landscaping*: Landscaping will be required to be designed and installed 12 months from the date of this Agreement as approved by City.
5. **Development rights.** Developer and City acknowledge and agree that the City shall not, unless requested by Developer, rescind or modify the approved Zoning during the term of this Agreement.
6. **Representatives; default; cure period.**
- 6.1 Appointment of Representatives. City and Developer each shall designate and appoint a representative to act as a liaison between City and its various departments and Developer. The initial representative for City shall be the City Manager, and the initial representative for Developer shall be Robert D. Dunlap as identified by Developer from time to time in writing pursuant to Paragraph 7.1. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement, and the development of the Property pursuant to the Site Plan and Parcel Plat as submitted and approved.
- 6.2 Default; cure period. Failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party shall constitute a default under this Agreement. Such notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting party shall have all rights and remedies which may be available under law or equity including without limitation the right to institute an action for damages.
7. **Notices and filings.**
- 7.1 Manner of serving. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by certified United States Mail, postage prepaid, return receipt requested, if to:
- City:* **Matt Allen, City Manager
City of Garden City
Address: 301N.8th St.
Garden City, Kansas 67846**
- Developer:* **Robert D. Dunlap, Dunlap Construction Co. Inc.
Address: 2006 Comanche Drive
Garden City, Kansas 67846**

or to such other address as either party hereto may from time to time designate in writing and deliver in a like manner.

- 7.2 Mailing Effective. Notices, filings, consents, approvals and communication given by mail shall be deemed delivered upon receipt or seventy-two (72) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, whichever first occurs.

8. **General.**

- 8.1 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- 8.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.
- 8.3 Captions. The captions or descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 8.4 Adoption of Agreement. This Agreement shall be binding upon City only upon adoption of same by the Governing Body of City.
- 8.5 Successors. All of the provisions hereof shall ensure to the benefit of and be binding upon the successors and assigns of the parties hereto as covenants running with the land.
- 8.6 No Agency/Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or any other business relationship between Developer and City.
- 8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

- 8.8 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the parties hereto. Within ten (10) days after any amendments to this Agreement, such amendment shall be recorded with the Register of Deeds, Finney County, Kansas.
- 8.9 Good Standing; Authority. Each of the parties represents and warrants to the other that:
- (a) It is duly formed and validly existing under the laws of Kansas,
 - (b) It is duly qualified to do business in the State of Kansas and is in good standing under applicable state laws, and
 - (c) The individuals executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.
- 8.11 Governing Law. This Agreement shall be construed and interpreted under the laws of Kansas.
- 8.12 Recordation/Agreement To Run With The Land and Effect.
This Agreement shall constitute covenants that run with the land and are binding on successors in interest. Exhibits “A” through “C” which are too voluminous and/or not in an appropriate form for recording, shall be available for review and inspection during normal business hours at:
- City of Garden City, Kansas
City Clerks Office and
Community Development Department
Address: 301 N. 8th St., P.O. Box 998
Garden City, Kansas 67846**
- 8.13 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either party to it or against the party who prepared the last draft.
- 8.14 Exhibits. The exhibits listed on the page immediately following the signature page are attached hereto and shall be deemed to have been incorporated herein by this reference with the same force and effect as is fully set forth in the body hereof.

IN WITNESS WHEREOF, this Development Agreement is executed by City and Developer effective as to the day and year first above written.

CITY OF Garden City, Kansas

By: _____

Chris Law, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

TO FORM:

Randall Grisell, CITY ATTORNEY

DEVELOPER - Robert D. Dunlap

By: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF FINNEY) **Ss.**

This instrument was acknowledged before me on Date_____ by Chris Law, MAYOR and Celyn N. Hurtado, CITY CLERK of the City of Garden City, Kansas, a Kansas municipal corporation.

Notary Public

My Appointment Expires:

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF FINNEY) **Ss.**

The foregoing document was acknowledged before me this ____ day of Month ____, 07
by _____ (Developer)

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF FINNEY) **Ss.**

The foregoing document was acknowledged before me this ____ day of ____, 2007, by _____(Representative)

Notary Public

My Commission Expires:

NOTICE

Public notice is hereby given that the City of Garden City, Kansas, a municipal corporation, has entered into a certain Development Agreement dated_____, with (individuals names) d/b/a, Robert Dunlap therein described as “Developer”, covering and upon certain Property described as:

LOT 3A, BLOCK 1, FIRST LOT SPLIT OF LOT 3, LEWIS INDUSTRIAL SUBDIVISION, GARDEN CITY, FINNEY COUNTY, KS, according to the recorded plat thereof.

Said Development Agreement shall exist for the term of **four (4) years**, subject to provisions therein contained with respect to extension of such Agreement, and provides for the development of and provision for infrastructure improvement to the Property, in addition to various other covenants, terms and conditions.

A copy of the Development Agreement, together with exhibits attached thereto, is and will remain permanently on file in the offices of the City Clerk, and the Neighborhood & Development Services Department, of the City of Garden City, and shall there be available for inspection and copying during normal business hours.

Executed by authority of the Board of City Commissioners of the City of Garden City, Kansas, this ____th day of _____ 20__.

CITY, KANSAS

By: _____
Chris Law, MAYOR

ATTEST:

Celyn N. Hurtado , CITY CLERK

STATE OF KANSAS)
) Ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20 ____.

Notary Public

My appointment Expires: _____

Schedule of Exhibits of the Development Agreement

Exhibit A Legal Description

Exhibit B Parcel Plat

Exhibit C Site Plan

EXHIBIT A

Legal Description of the Parcel Plat (Temporary Ready-Mix Concrete Plant)

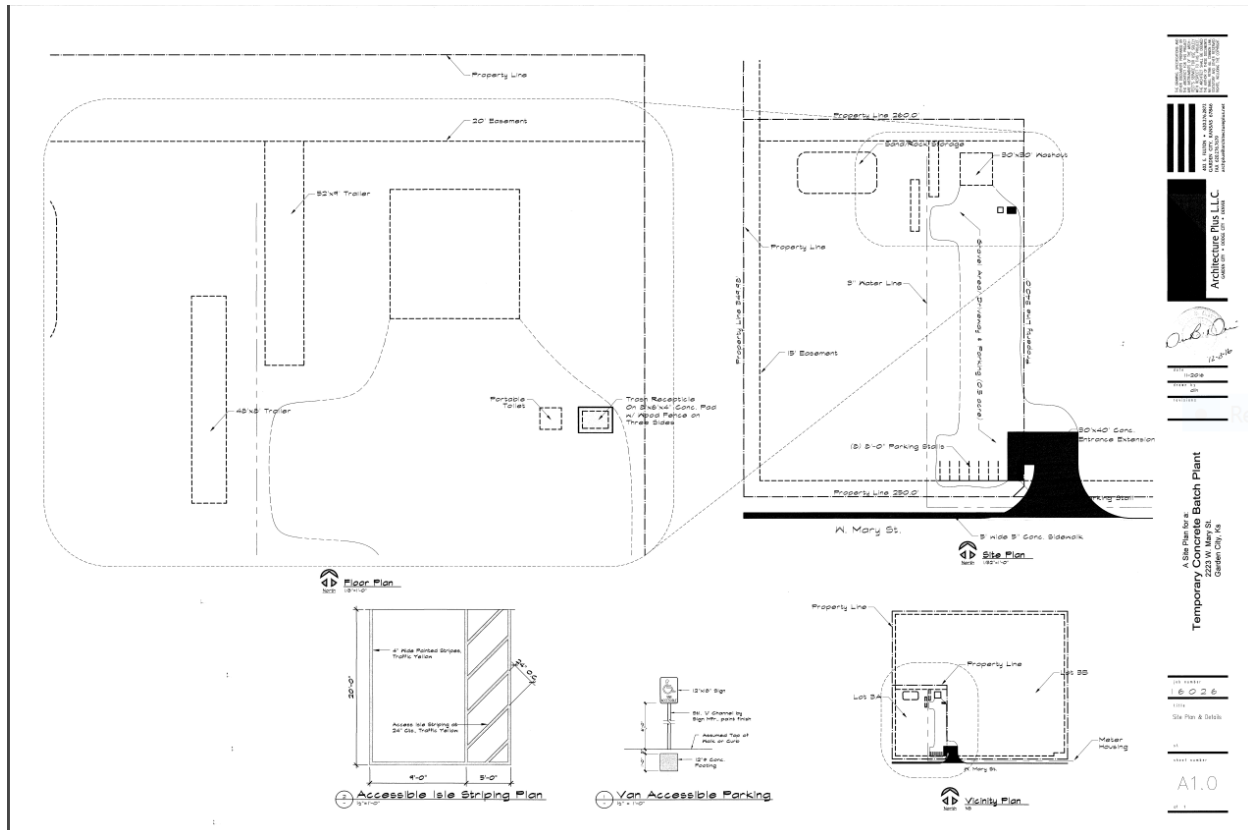
LOT 3A, BLOCK 1, FIRST LOT SPLIT OF LOT 3, LEWIS INDUSTRIAL SUBDIVISION,
GARDEN CITY, FINNEY COUNTY, KS

Parcel Plat – (Temporary Ready-Mix Concrete Plant)



Exhibit C

Site Plan – (Temporary Ready-Mix Concrete Plant)





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services
DATE: February 7, 2017
RE: Board Appointments for Community Health Advisory Board

ISSUE:

The Governing Body is asked to consider three appointments to the Community Health Advisory Board.

BACKGROUND:

The Community Health Advisory Board has the need to fill three positions that have expired. The three positions are currently served by Donna Gerstner, Kevin Campbell and Troy Unruh. All three have expressed interest in serving another three-year term.

Staff has not received any other applications of interested parties.

ALTERNATIVES:

The Governing Body may:

1. Reappoint Donna Gerstner, Kevin Campbell and Troy Unruh as Community Health Advisory Board members.

RECOMMENDATION:

Staff recommends the appointment be made by the Governing Body to fill the vacant positions.

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
Current Board roster	2/3/2017	Backup Material

GCBZA			
MARIO LOPEZ	3 YEAR	12/31/2017	
BRUCE GLASS	3 YEAR	12/31/2017	ARCHITECT-CHAIRMAN Exp-05/2017
KEVIN CAMPBELL	3 YEAR	12/31/2018	
SEAN COLLINS	3 YEAR	12/31/2018	
JARED HOFFMAN	3 YEAR	under reappointment consideration	VICE-CHAIRMAN Exp- 05/ 2017
COMMUNITY HEALTH ADV. BOARD			
CALLIE DYER	3 YEAR	1/1/2018	
COLLEEN DREES	3 YEAR	1/1/2018	
SCOTT J TAYLOR	3 YEAR	1/1/2018	
DONNA GERSTNER	2 YEAR	under reappointment consideration	
KEVIN CAMPBELL	2 YEAR	under reappointment consideration	
TROY UNRUH	2 YEAR	under reappointment consideration	
JETTE DESALVO	3 YEAR	1/1/2019	
BETH KOKSAL	3 YEAR	1/1/2019	VICE-CHAIRMAN Exp- 5/2018
JUDY NUSSER	3 YEAR	1/1/2019	CHAIRMAN Exp - 5/2018



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: February 7, 2017
RE: Board Appointments for Garden City Board of Zoning Appeals

ISSUE:

The Governing Body is asked to consider one appointment to the Garden City Board of Zoning Appeals.

BACKGROUND:

The Garden City Board of Zoning Appeals has the need to fill one position that has expired. Jared Hoffman was appointed to the Garden City Board of Zoning Appeals in 2014 to replace a member who had resigned. Jared currently serves as the vice-chairman and has expressed interest in serving another three-year term.

Staff has not has not received any other applications of interested parties.

ALTERNATIVES:

The Governing Body may:

1. Reappoint Jared Hoffman as a Board of Zoning Appeals member.

RECOMMENDATION:

Staff recommends the appointment be made by the Governing Body to fill the vacant position.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Current Board roster	2/3/2017	Backup Material

GCBZA			
MARIO LOPEZ	3 YEAR	12/31/2017	
BRUCE GLASS	3 YEAR	12/31/2017	ARCHITECT-CHAIRMAN Exp-05/2017
KEVIN CAMPBELL	3 YEAR	12/31/2018	
SEAN COLLINS	3 YEAR	12/31/2018	
JARED HOFFMAN	3 YEAR	under reappointment consideration	VICE-CHAIRMAN Exp- 05/ 2017
COMMUNITY HEALTH ADV. BOARD			
CALLIE DYER	3 YEAR	1/1/2018	
COLLEEN DREES	3 YEAR	1/1/2018	
SCOTT J TAYLOR	3 YEAR	1/1/2018	
DONNA GERSTNER	2 YEAR	under reappointment consideration	
KEVIN CAMPBELL	2 YEAR	under reappointment consideration	
TROY UNRUH	2 YEAR	under reappointment consideration	
JETTE DESALVO	3 YEAR	1/1/2019	
BETH KOKSAL	3 YEAR	1/1/2019	VICE-CHAIRMAN Exp- 5/2018
JUDY NUSSER	3 YEAR	1/1/2019	CHAIRMAN Exp - 5/2018



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Andy Liebelt, Parks Superintendent
DATE: February 7, 2017
RE: Park and Tree Advisory Board Appointments

ISSUE:

The Governing Body is asked to consider three appointments to the Park and Tree Advisory Board.

BACKGROUND:

The Park and Tree Advisory Board has three openings; David Coltrain, Larry Scheuchzer and Mike Ramsey whose terms expired on December 31, 2016. David Coltrain and Larry Scheuchzer stepped down at the end of their respective terms leaving two vacancies. A third vacancy, Mike Ramsey, was appointed December 2002 and is willing to serve another term.

The City of Garden City and the Park and Tree Advisory Board solicited persons interested in serving on the advisory board. Linda Motley and Jonathan Aguilar submitted applications, which are included as attachments.

Park Superintendent Andy Liebelt has spoken with Linda Motley and Jonathan Aguilar and both applicants would like to serve on the Park and Tree Advisory Board.

Staff is requesting the Governing Body grant a waiver for Mike Ramsey to serve another term due to lack of public interest as noted per Resolution 2196, Section 2. Membership Term Limits: Be it resolved that term limits are hereby established at two consecutive terms. No member of an advisory board shall serve any longer than two consecutive terms on any given board. After serving two consecutive terms on a board, a member is ineligible to apply for appointment to that board for a one-year period. However, after serving two consecutive terms on a board, members may immediately be appointed and begin service on another advisory board. Upon adoption of this resolution, term limits shall not be retroactive but will commence from the date of the resolution forward. If a member's position has been vacated because of term limits but remains unfilled due to lack of public interest, the City Commission reserves the discretion to waive term limits for the position. Under this exception, the reappointed member will need to receive another waiver from the Commission to continue service on that board.

ALTERNATIVES:

1. Appoint Linda Motley and Jonathan Aguilar to the Park and Tree Advisory Board with terms expiring on December 31, 2019, and waiving term limits in order to reappoint Mike Ramsey to his vacated position with his term ending December 31, 2019.

2. Appoint Linda Motley and Jonathan Aguilar to the Park and Tree Advisory Board with terms expiring on December 31, 2019, and deny the request for waiver for Mike Ramsey.
3. Governing Body recommendation.

RECOMMENDATION:

Staff and the Park and Tree Advisory Board recommends Alternative 1; Appoint Linda Motley and Jonathan Aguilar to the Park and Tree Advisory Board with terms expiring on December 31, 2019, and waiving term limits in order to reappoint Mike Ramsey to his vacated position with his term ending December 31, 2019.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Current Parks and Tree Board	2/3/2017	Backup Material
Linda Motley	1/26/2017	Backup Material
Jonathan Aguilar	1/26/2017	Backup Material

PARKS and TREE BOARD MEMBERS

(seven members)

As of January 31, 2016

Meets Third Tuesday - 5:30pm

Member Name	Appointed	Phone Numbers	Re-appt	Term ends
David Miller - Chairman 2204 Belmont Place dgmiller60@cox.nt	2008	H: 275-7470 C: 276-4945 W:	2015	2018
John Brennaman - Co-Chair 2305 Estes Place jebrennaman@sbcglobal.net	2011	H: C: 272-3405 W:	2015	2018
David Coltrain 2902 Terrace Place coltraindavid@gmail.com	2014	H: C: 765-2030 W:		2016
Pat Geier 413 Davis pgeier@ksu.edu	2015	H: C: 785-623-0367 W: 276-8286		2018
Mike Ramsey - Secretary 8105 N. Jennie Barker Rd ramsey.hmbcr@sbcglobal.net	2007	H: 275-0647 C: W: 276-3203	2013	2016
Ed Sattler 716 Kensington Blvd esattler@cox.net	2015	H: 276-3643 C: 937-0565 W:		2018
Larry Scheuchzer 917 Center lscheuchzer@cox.net	2013	H: 276-7083 C: W:		2016
Andy Liebelt-Supt Pub Grounds 502 Center andy.liebelt@gardencityks.us		H: C: 521-4012 W: 271-1574		
John Klempa-Dist Forester 2106 E Spruce jklempa@ksu.edu		H: 850-308-5614 C: W: 275-0211 ex.1308		

GARDEN CITY IS MY TOWN TOO!

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

NAME: Linda Motley HOME PHONE: 620-275-2716

ADDRESS: 2503 Coachman Lane WORK PHONE: None

E-MAIL ADDRESS: ldmotley@cox.net

OCCUPATION (if employed): Retired

PLACE OF EMPLOYMENT: Retired teacher

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 59 years

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

The parks and the trees are an essential to the quality of life in our community by providing green and shady places for all residents and visitors. These areas are free and available to everyone in our diverse community. They need to be maintained and expanded as the community grows.

OTHER APPLICABLE EXPERIENCE:

Served on the following boards: Garden City Park & Zoo, Community Day Care Centers, Finney County United Way, Finney County Preservation Alliance. I am also am an Enrichment Specialist at Lee Richardson Zoo.

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: JONATHAN AGUILAR HOME PHONE: 701-850-0135

ADDRESS: 1509 Jan St, GC WORK PHONE: 620-275-9164

E-MAIL ADDRESS: j11aguilar@gmail.com

OCCUPATION (if employed): Asst. Prof. / Irrigation Engr.

PLACE OF EMPLOYMENT: K-State SW Research - Extension Ctr.

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 4

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

I am interested to contribute my knowledge and passion with
water for the betterment of our parks and community

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



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jennifer Cunningham, Assistant City Manager
DATE: February 7, 2017
RE: Pool Manager Contract

ISSUE:

The Governing Body is asked to consider and approve a contract between Ellie Anne Kennedy and the City of Garden City Big Pool for pool management during the 2017 Season.

BACKGROUND:

On September 6, 2016, the Governing Body made the decision to assume the operation of The Big Pool. Since that time, staff has made significant strides in planning for the 2017 season. Staff is working on a comprehensive update for your review. As part of the planning process, staff has determined that contracting with a pool manager for the 2017 season is the best course of action.

Ellie Anne Kennedy has worked at The Big Pool for seven seasons. She has served as a manager for the The Big Pool for the last two seasons. She knows the previous guards, understands the pool rules, and has all of the other qualifications to help us have a successful 2017 season.

The season begins long before the pool opens in May. We must interview guards, get them fully trained, and equip them for the season. These tasks will begin in February 2017. The contract will end October 1, 2017 as Ellie will help with closure of the pool and any other season-ending duties assigned to her. She will provide a summary on the season, guard activities, and general pool operations at the end of her contract.

The contract was drafted by City Attorney Grisell, and it was approved by Ellie Anne Kennedy and Assistant City Manager Cunningham. It is attached for your review.

ALTERNATIVES:

1. Approve the contract between Ellie Anne Kennedy and the City of Garden City Big Pool.
2. Deny the contract between Ellie Anne Kennedy and the City of Garden City Big Pool.

RECOMMENDATION:

Staff recommends approving the contract between Ellie Anne Kennedy and the City of Garden City Big Pool.

FISCAL NOTE:

Under the terms of this contract, the City will pay the Pool Manager \$11,000.

ATTACHMENTS:

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

POOL MANAGER AGREEMENT

THIS POOL MANAGER AGREEMENT (Agreement), made and entered into this 7th day of February, 2017, by and between the CITY OF GARDEN CITY, KANSAS (City), and ELLIE ANNE KENNEDY (Kennedy).

WHEREAS, the City owns and operates a municipal swimming pool (Pool) located in Finnup Park, Garden City, Kansas; and

WHEREAS, City has a need to retain the services of a Pool Manager to manage and supervise operations at the Pool; and

WHEREAS, Kennedy has or will have the requisite certifications, education, training and experience to be the Pool Manager.

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

1. SERVICES. Kennedy agrees to provide Pool Manager services to the City, consistent with the terms and conditions of this Agreement.

2. TERM. The term of this Agreement shall be from February 10, 2017, to October 1, 2017.

3. RESPONSIBILITIES OF KENNEDY. The responsibilities and duties of Kennedy, shall include, but not be limited to, the following:

- (a) Manage the day to day operations of the Pool, and be present on-site, every day the Pool is open;
- (b) Act as a liaison between Pool staff and the Assistant City Manager;
- (c) Serve as a contact person for all Pool staff;
- (d) Schedule Pool staff work schedules;
- (e) Supervise Pool staff;
- (f) Teach aquatic classes;
- (g) Assist in training new Pool staff as well as providing ongoing training through shadowing, orientation, direction and feedback;
- (h) Act as a primary responder in case of injury, accident, or illness and be knowledgeable of emergency procedures;
- (i) Provide backup to lifeguards, as needed, in emergencies;
- (j) Report injuries and complete required forms;
- (k) Immediately notify the Assistant City Manager of any broken or malfunctioning Pool equipment or any unsafe condition at the Pool;

- (l) Assist in conducting all staff meetings and scheduled in-services;
- (m) Ensure compliance with federal, state and local laws, regulations and standards;
- (n) Follow and implement the City's Core Values to ensure an exceptional experience for every user of the Pool;
- (o) Report unresolved Pool related complaints to the Assistant City Manager;
- (p) Meet with the Assistant City Manager on a weekly basis;
- (q) Manage labor projections and staffing, and monitor budget and expenses with the Assistant City Manager;
- (r) Complete and document daily inspections to ensure Pool cleanliness and safety;
- (s) Oversee and manage gate fees and concession sales, and assist with balancing and accounting for daily revenues;
- (t) Assist with closure of the Pool at the end of the season;
- (u) Make hiring, promotion, disciplinary and termination recommendations to the Assistant City Manager;
- (v) Immediately report suspicious or inappropriate behaviors, or criminal conduct at the Pool to law enforcement and the Assistant City Manager;
- (w) Comply with all Pool safety rules;
- (x) Use all required safety devices and personal protection equipment; and
- (y) Perform other duties as assigned by the Assistant City Manager.

4. CERTIFICATION. This Agreement is conditioned upon Kennedy being licensed or certified under applicable state laws or regulations. City will provide Kennedy with training, at no expense to Kennedy, to obtain NSPF Certified Pool Operator certification and LGIT Lifeguard Instructor Trainer certification.

5. COMPENSATION. City shall pay to Kennedy, for the services provided under this Agreement, compensation of Eleven Thousand Dollars (\$11,000), as follows:

- (a) \$1,000 upon approval of the Agreement by both parties;
- (b) \$2,000 on June 1, July 1 and August 1; and
- (c) \$800 on March 1, April 1, May 1, September 1 and October 1.

Kennedy shall be responsible for all withholding and payment of any and all taxes which might be due as a result of the compensation paid to Kennedy by City. Kennedy shall not be entitled to, nor does this Agreement confer upon Kennedy, any benefits which might otherwise be available to employees of City.

6. EMPLOYMENT STATUS. Kennedy acknowledges and agrees that she is an independent contractor and not an employee of City.

7. TERMINATION. This Agreement may be terminated by City, for cause, or for any other reason, by giving Kennedy fourteen (14) days written notice. Early termination of this Agreement shall end any right of Kennedy for further compensation under this Agreement, although City shall owe Kennedy for any compensation earned for services provided up to date of termination.

8. INDEMNIFICATION. Kennedy agrees to indemnify City for any and all damages, claims, or losses caused to any person or property as a result of the negligence, acts, or omissions of Kennedy.

9. INSURANCE. Kennedy shall be solely responsible for obtaining any general liability insurance or workers compensation insurance Kennedy deems necessary. Kennedy shall not be an insured under any City insurance policy.

10. SUFFICIENCY OF FUNDS. In the event sufficient funds shall not be appropriated by the City for the payments required under the terms and conditions of this Agreement, City may terminate this Agreement pursuant to the notice requirements set forth herein. This Agreement is subject to the terms and provisions of the Cash Basis Law, K.S.A. 10-1101 et seq., and the Kansas Budget Law, K.S.A. 79-2925 et seq.

11. AUTHORITY. City represents, covenants, and warrants that it is a political body constituting a political subdivision existing under the laws of the State of Kansas, and thereby City has been approved by the constitution and laws of the State of Kansas to enter into this Agreement and effect all of City's obligations under this Agreement. All necessary actions by the Governing Body of City have been taken to enter into this Agreement.

12. LEGISLATIVE CHANGE. This Agreement is subject to change or termination by the Legislature of the State of Kansas.

13. 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, and addressed as follows:

If to City: Assistant City Manager
P. O. Box 998
Garden City, Kansas 67846

If to Kennedy: Ellie Anne Kennedy
2201 North 6th Street
Garden City, Kansas 67846

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

- (b) This instrument incorporates all of the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.
- (c) This Agreement may be amended, changed, or modified only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the state of Kansas.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

CITY OF GARDEN CITY, KANSAS

By _____
CHRIS LAW, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

POOL MANAGER

ELLIE ANNE KENNEDY



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: February 7, 2017
RE: Purchase of the NG911 phone system.

ISSUE:

The Governing Body is asked to consider and approve the Garden City Police Department to purchase the NG911 phone system.

BACKGROUND:

The current 911 phone system has passed its life expectancy as it was purchased in 2009 and is no longer manufactured. Although AT&T has continued to provide maintenance on the current system, parts are becoming unavailable.

The legislation was passed to begin collecting a 911 tax on cell phones similar to what was collected from landline systems. This tax collected, minus an administrative fee, is given to the appropriate Public Safety Answering Point (PSAP) that handles service area for that cell customer. The Garden City Police Department handles emergency communications for all of Finney County and is identified as the local PSAP. The revenue generated from this tax is regulated and can only be used to process and deliver emergency service to someone who has a 911 emergency. During this time, the State of Kansas began working on a state-wide solution to deliver a state-of-the-art system to PSAPs in order to better handle and process 911 calls. The Garden City Police Department's intention in receiving these tax funds is to build our Wireless 911 fund (Fund 15) in order to purchase this system when the timing was beneficial. The Next Generation 911 (NG911) phone system is now available from the State of Kansas. AT&T was awarded as the vendor for the State of Kansas, and AT&T is responsible for maintaining the system. Address data, map data, software updates, repairs, etc. are covered in the purchase price. Joining this system also allows for address and map data from neighboring jurisdictions to be shared and calls transferred to any other PSAP on the system. Text to 911 may be available on this system by the third quarter of 2017. The City's administrative VoIP phone system will also integrate with this new system allowing for more lines to be handled simultaneously as well as other features. The Communications Center has five dispatch positions that would be outfitted with a new phone console. Each position would cost \$18,000 per year.

AT&T is the sole-source provider of this system through the State of Kansas. They have already conducted extensive research as to the best system and technologies for the constantly changing 911 arena and held a competitive closed bid process for awarding their contract.

ALTERNATIVES:

1. Take no action and continue to use the current system until it fails.

2. Purchase a new NG911 phone system through the State of Kansas.

RECOMMENDATION:

The Garden City Police Department is recommending the purchase of the new NG911 phone system through the State of Kansas as stated in alternative 2.

FISCAL NOTE:

The cost to purchase the new phone system is \$90,000 per year. This would be paid out of fund #015-12-000-6100.08, as this fund receives approximately \$170,000 annually in revenue from taxes attached to users of cell phones.

ATTACHMENTS:

Description	Upload Date	Type
GCPD NG911 Phone System Quote	1/24/2017	Backup Material



Service Order Request

Base Package

PSAP Name:

Garden City Police Department

- | | |
|--|--|
| <input checked="" type="checkbox"/> Airbus DS Vesta call handling position | <input checked="" type="checkbox"/> Workstation Backroom UPS systems |
| <input checked="" type="checkbox"/> 22" Monitor | <input checked="" type="checkbox"/> 24x7 Managed Services Monitoring of CPE |
| <input checked="" type="checkbox"/> Instant Recall Recorder (IRR) | <input checked="" type="checkbox"/> PM Services for duration of contract |
| <input checked="" type="checkbox"/> 3 Serial Data Spills | <input checked="" type="checkbox"/> Full installation, testing, maintenance training |
| <input checked="" type="checkbox"/> Local Admin Line analog gateway - 4 port | <input checked="" type="checkbox"/> ECaTS MIS |
| <input checked="" type="checkbox"/> SAM Audio Device | <input checked="" type="checkbox"/> Primary Network Circuit |
| <input checked="" type="checkbox"/> Genovation Keypad | <input checked="" type="checkbox"/> Backup LTE Circuit |
| <input checked="" type="checkbox"/> Network Printer | <input checked="" type="checkbox"/> Analog POTS circuit for router M/M |
| <input checked="" type="checkbox"/> Cisco C2921 Network Router Switch | <input checked="" type="checkbox"/> Vela mapping Solution with Monitor |

5

Base Package @ \$18,000 ea. = \$ 90,000.00 *Annual*

Qty	Item	NRC	MRC <i>Monthly Recurring Costs</i>
0	ACD Position	\$ 0.00	\$ 0.00
0	Wall Display Board	\$ 0.00	\$ 0.00
0	Serial Data Spill - 4 port	\$ 0.00	\$ 0.00
1	Analog Admin phone Gateway - 4 port	\$ 0.00	\$ 30.00
1	Enhanced IP Display Phone (Half Position)	\$ 0.00	\$ 50.00
		\$ 0.00	\$ 80.00 <i>(x 12 - annual = \$960.00)</i>

Annual Invoice Total

\$ 90,960.00



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: February 7, 2017
RE: Bid award to Burtis Motor Co. for a 2017 3/4-ton 4X4 regular cab chassis pickup truck for the Waste Water Division.

ISSUE:

The Governing Body is asked to consider and accept the low bid from Burtis Motor Co. for a 2017 3/4-ton 4X4 regular cab chassis truck for the Waste Water Division.

BACKGROUND:

Burtis Motor Co. submitted the low bid of \$26,574 for the 2017 3/4-ton 4X4 regular cab chassis. The vehicle bids were opened on January 18, 2017. If approved, this truck will replace an existing unit used in the Waste Water Division for system collections and maintenance. The existing truck will be declared surplus and sold at a later date. A bid tabulation is attached for review.

ALTERNATIVES:

1. Accept the low bid from Burtis Motor Co. for \$26,574.00
2. Accept a bid from another bidder listed in the bid tabulation.
3. Reject all bids and direct staff to provide an alternative solution.

RECOMMENDATION:

Staff recommends the City Commission adopt Alternative 1, approving the low bid as submitted.

FISCAL NOTE:

Funds for this purchase will come from GL Code: 080.312.6100.08 (New Equipment - Other). The line item balance is \$40,000.

ATTACHMENTS:

Description	Upload Date	Type
2017 Waste Water Truck Bid Tabulation	1/31/2017	Exhibit

CITY OF GARDEN CITY
2017 4WD 3/4 TON REGULAR CAB CHASSIS

Bid Tabulation Sheet

Date & Time: 1/18/2017- 11:07a.m.

Equipment: One (1) 4WD 3/4 Ton Regular Cab Chassis

Location: Waste Water Treatment Plant

BIDDERS	COST	LESS GOVT DISCOUNT	TOTAL CITY COST	DELIVERY DATE	EXCEPTIONS & COMMENTS
Burtis Motor Company	\$38,720.00	\$12,147.00	\$26,574.00	10 wks	2017 Ford F-250 4WD
Western Motor	\$40,115.00	\$10,416.00	\$29,699.00	4-6 wks	2017 GMC 2500 4WD
Lewis Motor	\$36,586.00	\$7,300.00	\$29,286.00	6-8 wks	2017 Chevrolet 2500 4WD



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: February 7, 2017
RE: Mayer Specialty Services, L.L.C. Cast Iron Water Main Cleaning 2017

ISSUE:

The Governing Body is asked to consider and approve a proposal to clean approximately 4,788' of cast iron water main in various locations within the city. The requested work is in addition to the existing Sanitary Sewer Collections System agreement with Mayer Specialty Services, L.L.C.

BACKGROUND:

Since 2013 Mayer Specialty Services, L.L.C. have cleaned cast iron water mains in the City water system. The cleaning process has improved the quality of water supplied to customers and reduced complaints regarding poor water quality.

For this year, Mayer Specialty Services, L.L.C. has submitted a proposal to clean 4,788' of water main for \$71,820.00. Cost for the service is \$15.00 per linear foot. The price is unchanged since the department started this cleaning project in 2013.

To date, Mayer Specialty Services, L.L.C. has cleaned 22,255' of cast iron water main. Last year the process went smoothly with the exception of 600' of water main on the 900 Block of Davis St. which required replacement due to pipe deterioration.

This year's cleaning project will include cleaning of the following water mains:

Street	Address Block
C Street	1600 - 1700
W. Willowbrook Ln.	200 - 300
Garden City Ave.	500 - 800
N. 10th St.	1100 - 1200
N. 9th St.	1100 - 1200
Hattie St.	1100 - 1200

The selection of project areas are made from customer feedback and observed conditions in the field by Water Department staff. Water main cleaning is a part of our overall water main maintenance and replacement program which is guided by the City of Garden City Water Master Plan adopted by the Governing Body in 2014.

ALTERNATIVES:

1. Adopt the proposal as presented by Mayer Specialty Services, L.L.C. to clean 4,788' of cast iron water main in various locations within the City for \$71,820.00.
2. Do not approve the proposal and direct staff to find an alternate solution.

RECOMMENDATION:

Staff recommends approval of the proposal from Mayer Specialty Services, L.L.C. for \$71,820.00.

FISCAL NOTE:

This project is budgeted in GL Code: 080.311.6040.05 (Materials / Mains). The balance of this fund is \$250,000.00. The cost of this project is \$71,820.00. Two separate water main cleaning proposals are submitted for consideration by the Governing Body on this agenda. The combined cost of both projects, if approved, is \$107,820.00.

ATTACHMENTS:

Description	Upload Date	Type
Mayer Specialty Services, L.L.C. 2017 Cleaning Proposal	2/1/2017	Exhibit
2017 Mayer Cleaning Map	2/1/2017	Exhibit
Water Main Cleaning 2013-2017 Map	2/1/2017	Exhibit



Date: 1/31/2017
Phone: 316-794-1165
Fax: (316) 794-2717
From: Todd Mayer
 TM

Tony Hurtado Garden City, City of 106 South 11th St. PO Box 998 Garden City, KS 67846	Phone: (620) 276-1291 Fax: (620) 276-1293 Email: Tony.hurtado@gardencityks.us
---	--

Project: Cast Iron Water Line Cleaning 2017 (Various Locations)
 Bid Date: January 31, 2017

Item	Description	Quantity	Unit	Unit Price	Extended Price
1	Provide mobilization, labor, equipment and materials as described below to complete the cleaning of 4" and 6" existing cast iron water mains within the City of Garden City in the area described above. If due to circumstances beyond our control, we cannot work four complete days per week there will be a mobilization charge of \$1,600.00 per week. Also if downtime is incurred due to circumstances beyond our control between the hours of 8:00 to 5:00 there will be a charge of \$175.00 per hour.	4,788	LF	\$15.00	\$71,820.00

Inclusions:

- High pressure jetter and special percussion cutters for removal of heavy/hard tuberculation
- Tanker truck with high flow/pressure pumps to assist pigging operation
- Mini camera system to enable inspection of cleaning progress
- All necessary poly pigs and pig tracking equipment
- Pig launchers with fittings and labor to install launchers & exit points
- Labor to remove launchers/exit points and install pipe and fittings.
- Misc. tools, equipment, pumps, etc.

Exclusions:

- Backhoe and operator for all excavation (we will assist)
- Backfill and surface restoration
- Locates of any existing utilities in the affected area
- Rock for bedding of launcher and exit fittings
- Pipe and 45 degree bends to facilitate an exit point so water can be discharged onto street
- Public knowledge and notice that water will be shut off to affected houses
- Temporary water piping to houses, (we will assist and can provide 1" -1.5" live taps as needed)
- Labor to shut off and pull meters, then flush out after pigging (we will assist City personnel)
- All repair couplings and pipe to put line back together at launch and exit points
- Any chlorine or disinfectant required to treat the line after pigging and testing of water for acceptance
- Permits or connection fees of any kind

Thank you for the opportunity to provide pricing

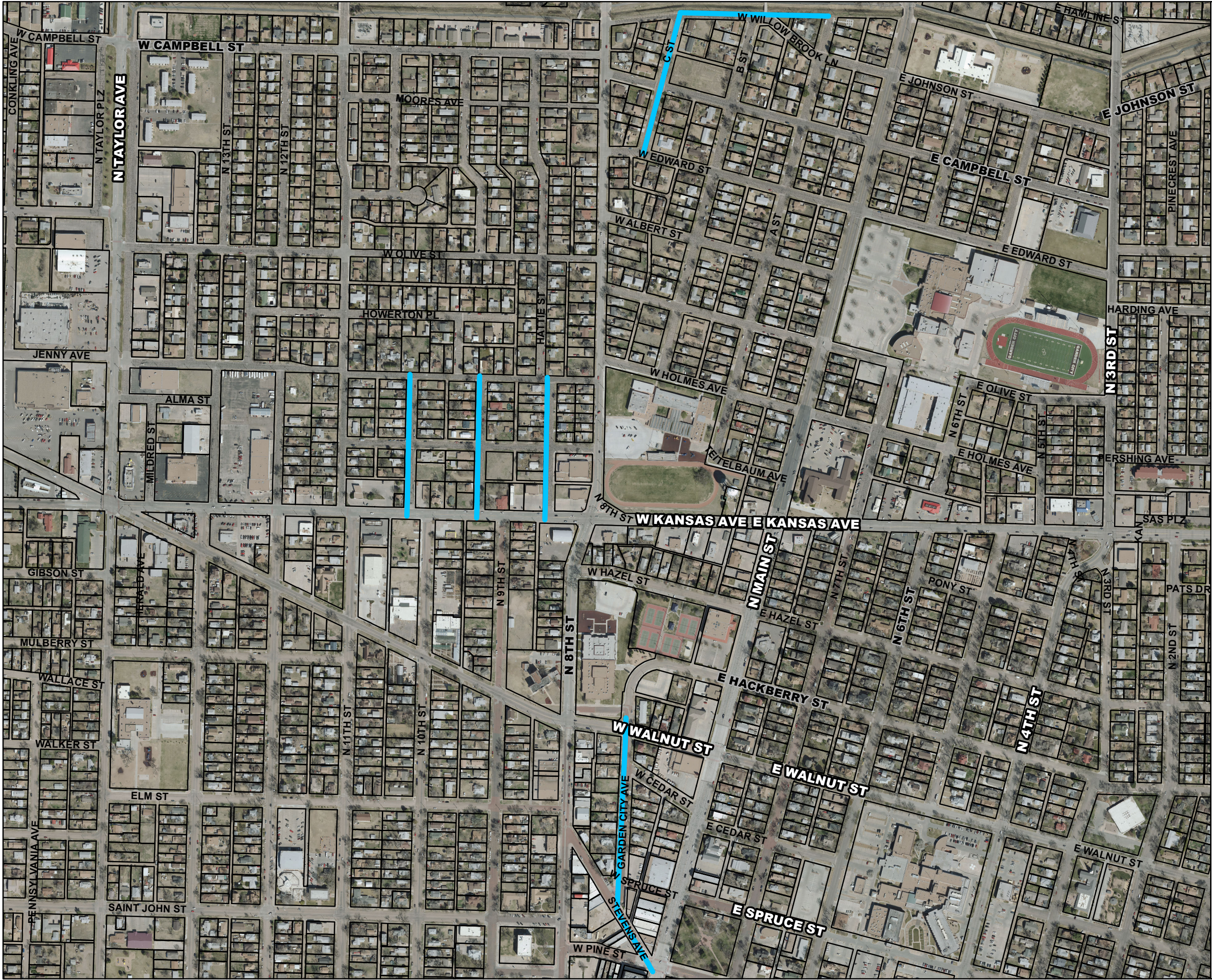
ACCEPTANCE OF PROPOSAL AND NOTICE TO PROCEED

Authorized Signature

Date

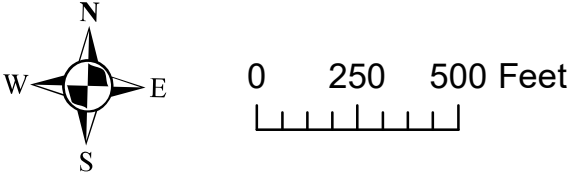
No retainage may be withheld out of contracts less than \$1,000.00

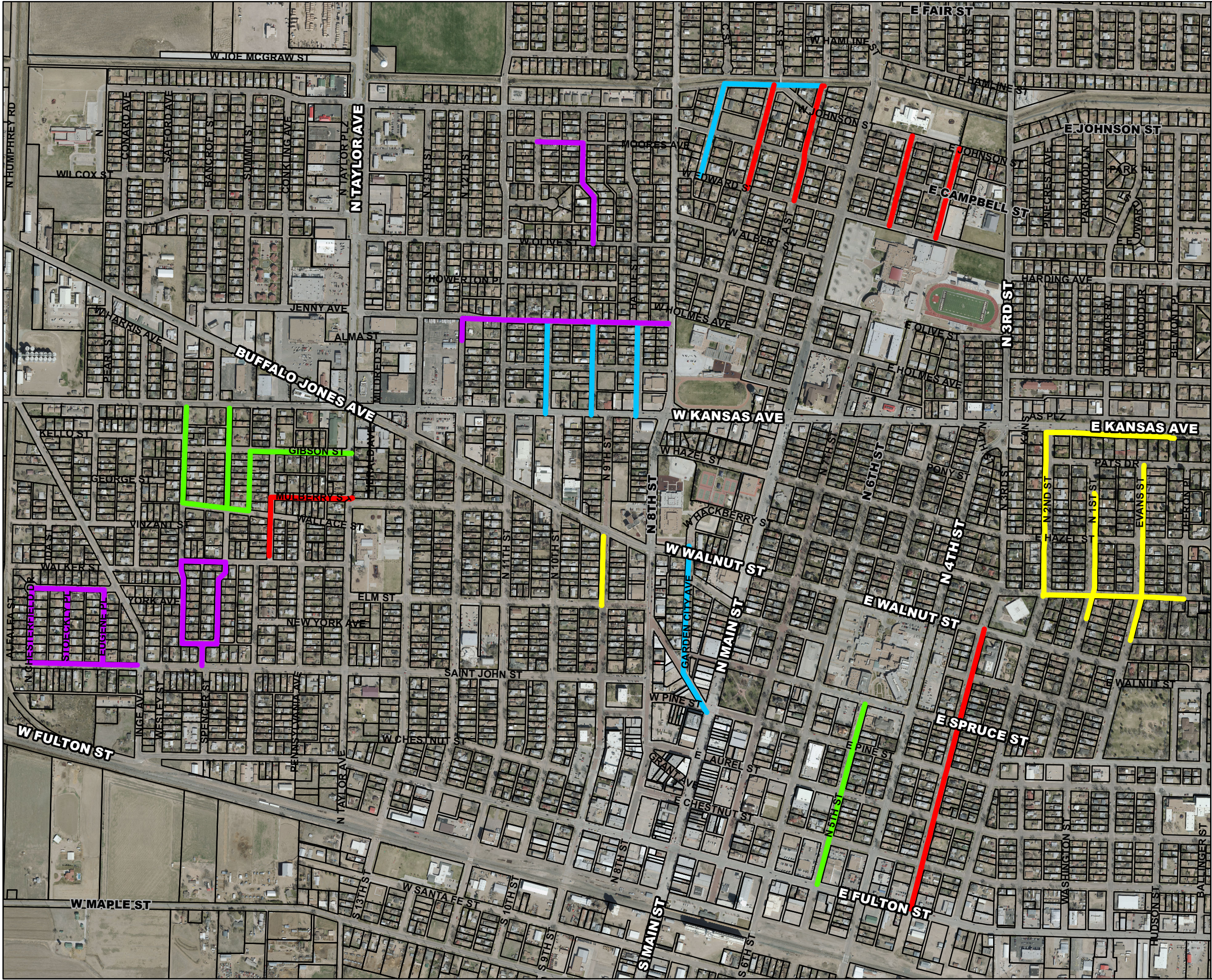
To ensure pricing, please provide notification of acceptance of this quote within thirty (30) days of bid date



2017 Water Main Cleaning

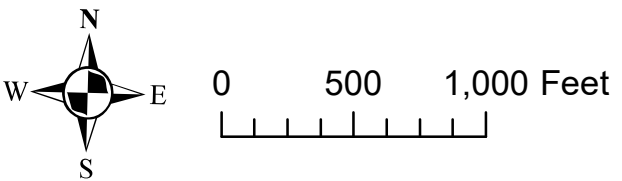
- 2017 Mayer
- Parcels





Annual Water Main Cleaning

- 2013 - 2014
- 2015
- 2016
- 2017 Utility Service Co.
- 2017 Mayer
- Parcels





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: February 7, 2017
RE: Utility Service Co. Ice Pigging of Potable Water Mains 2017.

ISSUE:

The Governing Body is asked to consider and approve a proposal to clean 10,500' of water mains in various locations of the City. The requested work will be performed by Utility Service Co., Inc. The cost of the proposal is \$36,000.

BACKGROUND:

Since 2013 the City has cleaned water mains on an annual basis. This year in addition to a water main cleaning by Mayer Specialty Services, L.L.C., we propose to use an alternate cleaning method known as Ice Pigging. The proposed work will be completed by Utility Service Co., Inc.

The Ice Pigging process cleans water mains utilizing an ice slurry that contains approximately 2,700 gallons of potable water and salt. The ice slurry mixture is made on a truck with onboard refrigeration equipment allowing the slurry to be moved to the cleaning location. The cleaning process is initiated when the slurry is injected into the water mains via fire hydrant. The area to be cleaned is isolated using existing water distribution valves. The contractor can then control the direction of the ice slurry travel using system valves until the ice slurry reaches another fire hydrant that is used as an extraction point.

During the cleaning process, the contractor monitors and collects samples of the water ejected from the cleaning area to ensure the slurry is ejected. The samples will be analyzed by Utility Service Co. and used to produce an engineering report for the city that details the findings of the cleaning operation and quantify the amount of mineral solids and sediment that are removed from the water mains. Utility Service Co., Inc. is a licensed engineering firm in the State of Kansas.

The project will take 2-3 days to complete. Utility Service Co. will make three loads of ice slurry to clean the water mains outlined in the scope of work. We expect that the customers in the areas to be cleaned will experience a 4-5 hour disruption in their water service as lines are isolated, cleaned, flushed, and then returned to service.

This method does not remove the calcium deposits that can accumulate in pipes and cause tuberculation. However, it does remove iron and sediment particles that cause customer complaints regarding water quality. The process also improves the ability of the water system to maintain the proper disinfection residual required by KDHE while minimizing the required dosage of disinfectant.

This project will clean the following water mains:

Street	Address Block
N. Chesterfield Dr.	500
W. Chesterfield Dr.	1800 - 1900
St. John St.	1500 - 2000
Stoeckly Pl.	500
Eugene Pl.	500
Bancroft St.	500-600
Summit St.	500
Walker St.	1500
Jenny Ave.	500-900

The selection of project areas are determined by customer feedback and observed conditions in the field by Water Department staff. Water main cleaning is a part of our overall water main maintenance and replacement program which is guided by the City of Garden City Water Master Plan adopted by the Governing Body in 2014.

ALTERNATIVES:

1. Approve the proposal from Utility Service Co., Inc. to clean 10,500 feet of water main for \$36,000.
2. Do not approve the proposal and direct staff to find an alternate solution.

RECOMMENDATION:

Staff recommends approval of the proposal from Utility Service Co., Inc. for \$36,000.

FISCAL NOTE:

This project is budgeted in GL Code: 080.311.6040.05 (Materials / Mains). The balance of this fund is \$250,000. The cost of this project is \$36,000.00. Two separate water main cleaning proposals are submitted for consideration by the Governing Body on this agenda. The combined cost of both projects, if approved, is \$107,820.00.

ATTACHMENTS:

Description	Upload Date	Type
Utility Service Co. 2017 Ice Pigging Proposal	2/1/2017	Exhibit
2017 Utility Service Co. Ice Pigging Map	2/1/2017	Exhibit
Water Main Cleaning 2013-2017 Map	2/1/2017	Exhibit
Ice Pigging Overview	2/1/2017	Exhibit



Proposal From
UTILITY SERVICE CO., INC.

1230 Peachtree St NE, Suite 1100 - Promenade · Atlanta, GA 30309
Toll-free: 855-526-4413 | Fax: 478-987-2991
utilityservice.com

Date: 22 November 2016

Submitted by: **Jake Dugger**

Local Phone: **479-283-1370**

SFID: 45583

CN:

SO:

Proposal Submitted To: City of Garden City			Phone Number: 620-276-1291		Fax Number:	
Street Address: 140 Harvest St			Description of Work to be Performed: Ice Pigging Potable Water Mains			
City: Garden City		State: KS	Zip Code: 67846		County/Parish:	
Accounts Payable Contact Name: Mr. Fred Jones		Email: Fred.jones@gardencityks.us		Job Site Address: Various Streets		
Job Contact (Inspection Reports): Mr. Fred Jones		Email: Fred.jones@gardencityks.us		Length (FT): 8,000 approx	Size (Inches): 4 & 6	
				Material: CI		

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

- USCI shall produce approximately 2,700 gallons of ice slurry for delivery and removal from the water mains each day of work to clean sediments, loose deposits, and biofilms from the water main covered under this proposal. The water mains to be cleaned and procedures are listed in Addendum A.
- Based upon the information provided by the Owner to USCI, USCI estimates this project will take **3 full loads** to complete.

Please sign and date this proposal and fax one copy to our office.

Thirty-Six Thousand and ----- 00/100 Dollars **\$36,000.00**

Payment to be made as follows:

Payment Due in Full Upon Completion of Work – plus all applicable taxes

Remittance Address: Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
USG Signature _____

Note: This proposal may be withdrawn by us if not
accepted within Sixty (60) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month _____

Signature _____

Date of Acceptance _____

Printed Name _____



Proposal From
UTILITY SERVICE CO., INC.

1230 Peachtree St NE, Suite 1100 - Promenade · Atlanta, GA 30309
Toll-free: 855-526-4413 | Fax: 478-987-2991
utilityservice.com

City of Garden City / Various Streets

3. Owner agrees to provide the following:
 - a. All potable water necessary to create the ice slurry,
 - b. Secure location to store the ice making equipment,
 - c. Network Operators to isolate and re-open valves and hydrants during the project,
 - d. MOT (Maintenance of Traffic) procedures in accordance with the requirements written in The Manual of Uniform Traffic Devices.
 - e. A tanker truck to haul the wastes where a sanitary sewer is not in close proximity. Note: **The discharge should not be to ground unless specific State approval is acquired.**
 - f. Exercise all relevant valves and hydrants and test for operational working order.
 - g. A complete isolation of the main on the day of operation.
4. USCI shall provide a report summarizing the daily cleaning events, water quality pre and post cleaning, and a quantitative amount of sediments removed only on those lines where a connection can be made to the discharge point.
5. USCI shall endeavor to manage the ice concentration to maximize cleaning efficiency and minimize the removal of tuberculation that could cause future water quality complaints.
6. Owner agrees that there is considerable expense to produce 2,700 gallons of ice slurry and that the ice slurry cannot be held for more than 12 hours before it becomes unusable. If on a scheduled work day, Owner cannot isolate the water main or does not have the needed personnel, USCI shall charge the Owner the Full Daily Rate of \$12,000 per day.
7. USCI shall not charge Owner the above-mentioned Daily Rate, if USCI cannot perform the complete day's work due to those factors under USCI's control, i.e. the ice is not in suitable condition, USCI cannot provide the necessary labor, equipment failure, etc.
8. Due to the potential condition or deterioration of assets that may or may not have been maintained, Owner shall indemnify USCI, and all officers and agents of USCI, against all damages, costs or expenses that may result from damage to property or personal injury caused by reason of the Owner's failure to maintain its assets or deterioration of Owner's assets in relation to any work in connection with this Agreement. Such indemnity includes, but is not limited to, damage to property or personal injury occasioned by any negligence, act or omission to act by USCI or any of its servants, agents, employees, or any subcontractor retained by USCI to perform any of the work contemplated by or under this agreement.
9. Once delivered to the job site, ownership of the ice slurry is transferred to Owner. All ice delivered to and removed from the water main, along with the wastes generated from the resulting process shall be the sole property of Owner. Owner shall dictate the specific disposal procedures to be employed during the process.



Proposal From
UTILITY SERVICE CO., INC.

1230 Peachtree St NE, Suite 1100 - Promenade · Atlanta, GA 30309

Toll-free: 855-526-4413 | Fax: 478-987-2991

utilityservice.com

City of Garden City / Various Streets

Proposed Schedule of Work

Date	Run #	Insertion Point	Discharge Point	Disposal Method	Length (FT)	Pipe Dia.(in)	Pipe Material	Ice Quantity (Gals)
Day 1	STOECKLY	H	G	TBD	1,100	6	CI	600
	STJOHN/CHESTER	E	F	TBD	2,000	6	CI	900
	STJOHN/CHESTER/EUGENE	E	F	TBD	1,900	6	CI	900
Day 2	9th ST	A	B	TBD	1,200	6	CI	600
	JENNY	C	D	TBD	1,800	4	CI	400
	SUMMIT	E	I	TBD	1,000	6	CI	500
	BANCROFT	E	I	TBD	1,400	6	CI	700

Note: Please refer to attached map for insertion/discharge points.

IMPORTANT: Please validate run routes to confirm they are workable and can be isolated.



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utilityservice.com

City of Garden City / Various Streets

Responsibility		Ice Making Procedure
Owner	1.	The ice delivery unit and ice making unit shall be staged in a suitable level area, preferably a fenced area at a water treatment plant or other facility. The facility needs access to potable water, preferably a hydrant but also a water spigot will work.
USCI	2.	The hoses and fittings connecting the ice maker and delivery unit shall be disinfected and connected. This connection makes a closed loop system between the ice maker and delivery unit. The only place for contaminants to enter the system are through the tank hatch which shall be closed except for visual inspection by the operator.
USCI	3.	Approximately 2,700 gallons of potable water shall be added to the delivery tank, along with approximately 1100lbs of NSF-60 Certified Sodium Chloride.
USCI	4.	If requested by the Owner, the Chlorine residual in the brine solution may be increased to 10ppm. The chlorine residual shall be tested, and then the appropriate amount of NSF-60 Certified Sodium hypochlorite shall be added to the brine solution. The solution shall be retested to confirm the chlorine residual.
USCI	5.	The PLC controlling the ice making process shall be started and allowed to run overnight. USCI shall monitor the procedure overnight via periodic visits or remote monitoring.
USCI	6.	After completion of the ice making process, the delivery pump shall be started and a small amount of ice shall be tested to determine the ice fraction. If the ice fraction is below the project's requirement, the ice making process shall continue.
USCI	7.	If the ice fraction is in accordance with the project's requirement, then the ice maker shall be shut off and disconnected. The ice contained in the delivery unit shall be delivered to the job site.



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City of Garden City / Various Streets

Responsibility		On-Site Delivery Actions
Owner	1.	Owner shall setup and maintain traffic control procedures in conjunction with the setup procedures listed in Steps 2-3.
USCI	2.	<p>The ice pigging delivery unit shall be parked near the insertion fitting.</p> <ul style="list-style-type: none"> • Hoses shall be setup from the delivery unit to the insertion point. • The insertion point shall be flushed to clean out the barrel, and then shut off. • The insertion point fittings shall be disinfected with 250ppm Cl solution. • The hoses shall be connected to the insertion point.
USCI	3.	<p>Where possible, the extraction point instrumentation unit shall be setup near the extraction hydrant.</p> <ul style="list-style-type: none"> • Hoses shall be setup from the instrumentation unit to the hydrant. • Hoses shall run from the instrumentation unit to the sanitary sewer. • De-chlorination equipment shall be setup where required. • The hydrant shall be flushed to clean out the barrel, then shut off • The hydrant fittings shall be disinfected with 250ppm Cl solution. • The instrumentation unit connected to the hydrant, and the hydrant turned on. • Water quality readings shall be taken. • The unit shall be allowed to flow water.
Owner	4.	The final valves shall be closed to isolate the water main.
USCI	5.	The isolation of the main shall be verified by the instrumentation unit. The extraction hydrant valve shall be closed after main isolation is verified and before the pressure goes below 20psi in the main.
USCI	6.	<p>The insertion point valve shall be opened and the ice slurry pumped into the water main.</p> <ul style="list-style-type: none"> • Prior to pumping the percent solids of the ice slurry shall be documented. <p>The extraction hydrant valve shall be operated to allow for the displacement of water by the introduction of the ice and maintain the pressure above 20psi in the main.</p>
USCI	7.	Once the proper amount of ice slurry has been delivered, the insertion point and extraction hydrant valve shall be closed and the pressure is maintained above 20psi in the main.

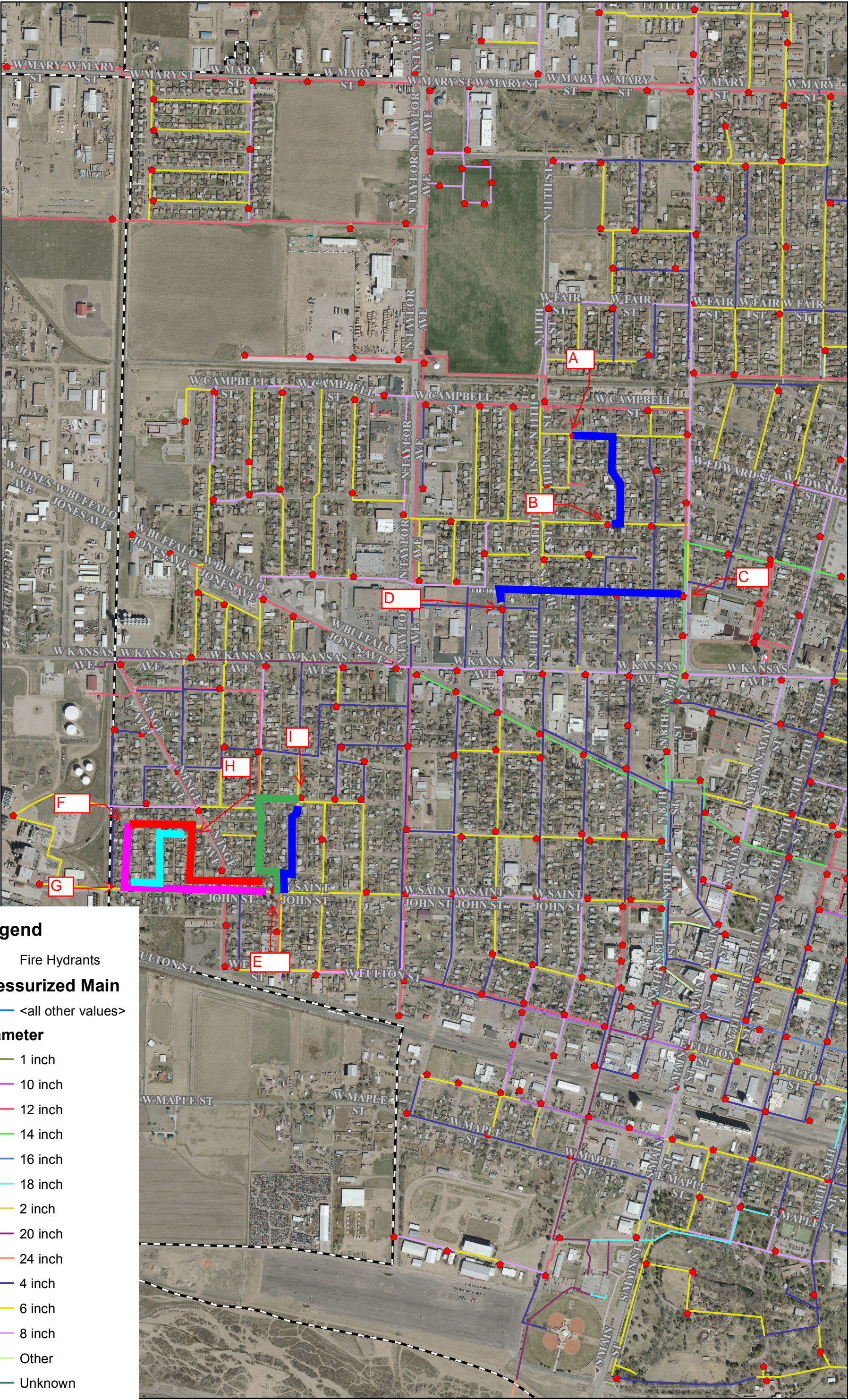


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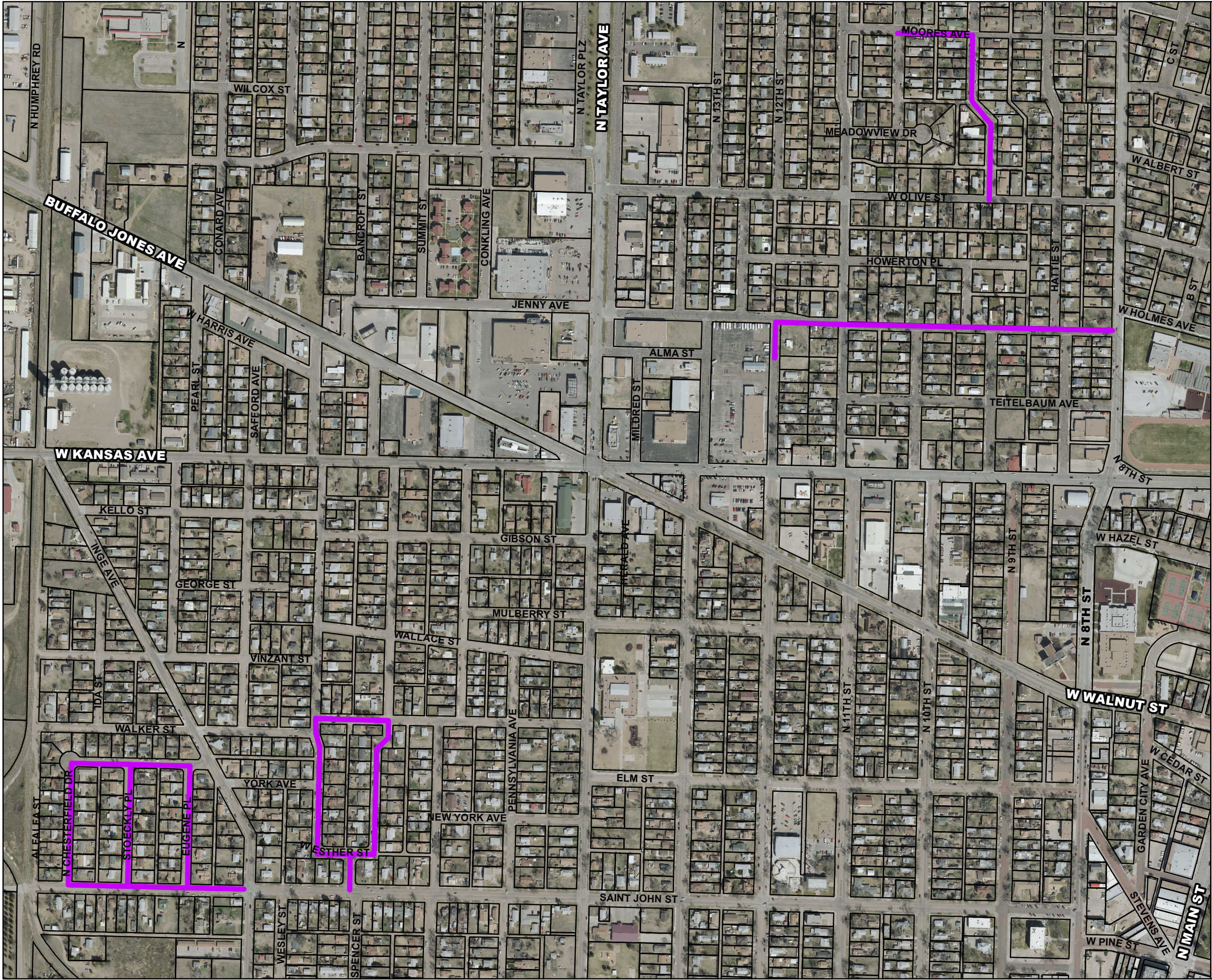
City of Garden City / Various Streets

Owner	8.	IMMEDIATELY, the upstream main line valve shall be opened to supply the needed pressure to push the ice pig through the main.
USCI	9.	Once full system pressure, as observed prior to system shutdown, is monitored at the instrumentation unit, the operator shall open the extraction hydrant valve to control the flow of water and monitor the progress of the ice pig.
USCI	10.	Once the pig is monitored to arrive, the flow of water shall be diverted from the de-chlorination equipment to flow to the sanitary sewer specified by the Owner.
USCI	11.	The water quality shall be monitored and flow shall continue until the water quality returns to the initial water quality readings. <ul style="list-style-type: none">• Final chlorine shall be documented.
USCI	12.	The insertion point shall be flushed to remove any ice that remains between the water main and hydrant.
USCI	13.	The entrance and exit locations shall be cleaned up with all materials and equipment removed from the site.
Owner	14.	The downstream main valve shall be opened and returned to full service.



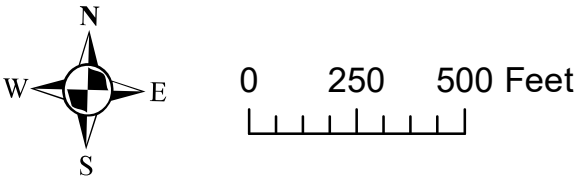
Legend

- Fire Hydrants
- Pressurized Main
 - <all other values>
- Diameter
 - 1 inch
 - 10 inch
 - 12 inch
 - 14 inch
 - 16 inch
 - 18 inch
 - 2 inch
 - 20 inch
 - 24 inch
 - 4 inch
 - 6 inch
 - 8 inch
 - Other
 - Unknown



2017 Water Main Cleaning

-  2017 Utility Service Co.
-  Parcels





ICE PIGGING

ADVANCED PIPE CLEANING TECHNOLOGY

ICE PIGGING combines the operational advantages of flushing with the cleaning impact of soft pigging. The Ice Pig is a semisolid that is pumped like a liquid and flows through changes in diameter, bends and fittings without blockage. Ice Pigging has a minimum impact on operations. The ice pig is simply pumped into and recovered from a hydrant at each end of the pipe section without excavation or modification to the hydrant.

VALUE OF ICE PIGGING

- 1,000 times more effective removal of biofilm and sediment
- Produces quantifiable results
- Lowers disinfectant demand
- Requires no excavation
- Minimal downtime
- Requires only 1/2 the time of other techniques
- No requirement to disinfect post cleaning
- Less disruptive/expensive than solid/foam pigging
- Uses 50% less water than conventional flushing
- Environmentally sustainable
- Works in sizes up to 24 inches
- Exceptionally low-risk



UNIQUE ICE PIGGING TECHNOLOGY

- Combines operational advantages of flushing with cleaning impact of soft pigging
- Ice slurry injected and recovered through hydrants
- System pressure pumps slurry through complex pipe networks
- Pig behaves like a liquid, flows through changes in diameter through bends and butterfly valves without blockage
- Efficient, rapid and environmentally friendly way to clean water pipes
- Suitable for pipes of all size and material for raw water, potable water and sewer force mains

Utility
Service Group
is now
SUEZ

Utility Service Co., Inc.

1230 Peachtree Street, NE
Suite 1100 | Promenade Building
Atlanta, GA 30309

Tel: 855-526-4413 | www.utilityservice.com



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MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: February 7, 2017
RE: New and Renewed Contractor Licenses for February 7, 2017.

ISSUE:

The Governing Body is asked to consider and approve the Contractor Licenses for February 7, 2017.

BACKGROUND:

Attached is a 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 2017.

ALTERNATIVES:

The Governing Body May:

1. Approve licenses as presented
2. Deny licenses

RECOMMENDATION:

Staff recommends approval of licenses as presented.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Contractor License Agenda	2/1/2017	Backup Material

CONTRACTOR LICENSE AGENDA

February 7, 2017

2017 NEW

CLASS E-SOC Fences

B&C Property Care
Kells Construction

2017 RENEWAL

CLASS A General

Dodge City Builders

CLASS B General

Big D Plumbing and General Contractor
Grimsley's Painting and Remodeling
Roger Schmidt
Steel City Construction
Travers Construction, Inc.

CLASS C General

Top Shelf Construction

CLASS D-E Electrical

Partin Electric
Spike's Electric

CLASS D-M Mechanical

Source Refrigeration & HVAC, Inc.

CLASS D-P Plumbing

Big D Plumbing
Dodge City Builders/Hector Gutierrez

CLASS E-SOC Sprinkler Installers

Roger Schmidt

CLASS E-SOC Specialized Other

Team 1 LLC.

**Garden City Recreation Commission
Minutes
December 20, 2016**

I. Called Meeting to Order

Chairperson Myca Bunch called the meeting to order at 5:15 pm. Other board members present were Deb Oyler, Marilyn Porter, Keith Rathbun and Jamie Warren. GCRC staff present were Superintendent Aaron Stewart and Finance Director Debbie Bridgeman.

II. Approval of Agenda

Marilyn Porter moved and Deb Oyler seconded to approve the agenda. The motion carried with all in favor.

III. Appeal for Reinstatement-Dustin Turley

Aaron presented documents regarding a couple incidents involving the interaction between Dustin and some of the GCRC staff in September 2015. He stated it appeared that John Washington had banned Dustin from all GCRC facilities. Dustin presented his version of the incident. The board discussed the issue and both parties agreed to allow Dustin to use the Recreation Commission facilities on a 6 month probation period. After the 6 months if Dustin has not been involved in any incidents with staff or clients that are hostile in nature the ban would be lifted. If any incident occurs, he would be banned permanently. Jamie moved to reinstate Mr. Turley's membership effective January 3, 2017 upon receipt of payment with a 6 month probation period after which time he will be re-instated as a normal paying customer. Marilyn seconded the motion. The motion carried with all in favor.

IV. Consent Agenda

- Minutes of Regular Meeting November 28, 2016
- Staff Reports for December 2016
- Participation Reports

Jamie stated that in the minutes, under the Executive Session we needed to add the word moved after his name and under the GCRC Questions and Comments to correct the spelling of his name. The board reviewed the reports. Jamie moved to approve the consent agenda, seconded by Deb. The motion carried with all in favor.

V. Financial Reports for November 2016

Aaron reviewed the financials. He noted the difference this year from last year's cash balance of \$390,000.00. He also noted the differences for each department and commented that it was a remarkable improvement. He stated that the employee appreciation gift that the board gave the staff made a big impact. Jamie moved and Deb seconded to approve the financials. The motion carried with all in favor.

VI. Superintendents Report

- Personnel Handbook
- 6th Street Fitness Center

Aaron gave an update on the revisions for the Personnel Handbook. We are close to completing the revisions, we identified some areas that were lacking and restructured the time off pay. Aaron stated he hoped to have something to the Board in January or February. He plans to have the City's Human Resource review it before sending it to legal.

Aaron stated that we are going to have a surplus at the end of the year and one of the things he would like to do is re-open the 6th Street Fitness Center. He would like to set aside \$150,000.00 in reserves for operating expenses for the month of January. He stated that we have also discussed setting up a reserve fund for Core Fitness: in 2023, we either exit or re-negotiate the contract. Aaron suggested that we set aside \$75,000.00 for this purpose which we leave us with about \$75,000.00 for deferred maintenance, equipment and the 6th Street Fitness Center. He stated that we need to buy some equipment for building maintenance, computers and software for the graphic design computer. He also stated he was looking at possibly opening the fitness center in November, 2017. We would bring some of the equipment from Core Fitness but would need to purchase some as well.

VII. Old Business

a. Core Values/Vision Statement/Strategic Planning

Proposed Core Values: Diversity, Fiscal Responsibility, Integrity, Promoting Healthy Lifestyles, Innovation and Service. Aaron stated that the last time we addressed the Core Values, he was asked to go back and look at the proposed Core Values and meet with the staff. He reported that from the staff's standpoint, they have never been exposed to something like this so it is hard for them to comprehend exactly what it means and they didn't have much insight into how it applies to their job performance. He also stated that the committee had changed the verbiage back to promoting healthy lifestyles because mind, body & spirit are part of the YMCA's Mission Statement. Aaron stated it is a foundation which will allow you to make good decisions in lieu of policy. Jamie asked if we could add something under the fiscal responsibility defining characteristics regarding the tax monies we receive. It was agreed to change it to: Efficient use of public & private funds. Keith moved to approve the proposed Core Values with the change to include use of public and private funds. Deb seconded the motion. The motion carried with all in favor.

Proposed Vision Statement: Garden City Recreation Commission is resolute towards providing holistic recreation services and determined to be community trendsetters in service and healthy active lifestyles. Aaron stated that the Vision Statement was more challenging than they thought it would be. The committee wanted to be clear with where we wanted to go. Jamie moved and Deb seconded to approve the proposed Vision Statement as presented with the corrected spelling of the word healthy. The motion carried with all in favor.

Strategic Planning: Aaron stated that as they sat down the committee agreed that there needed to be heavy involvement from the full board for the strategic planning. He suggested that we table this until the next meeting to give everyone time to think about our strengths, weaknesses, threats and opportunities. Aaron stated that we need to build a road map for the next 3 – 5 years.

b. Salary Ranges

Aaron presented a revised spreadsheet for the proposed salary ranges stating that a couple of positions were omitted from the one he presented earlier. Aaron stated that everyone falls within

the range except for the Finance Director which was approved at last month's meeting. Jamie moved and Marilyn seconded to approve the salary ranges. The motion carried with all in favor.

VIII. New Business

a. 2017 Pecos League Facility Use Agreement

The board reviewed the 2017 contract with the Pecos Baseball League. Aaron stated that he had a meeting with Matt Allen and Marcos Sabata with the Pecos League to come to terms as to what everyone's parts are. Deb moved to approve the contract. Jamie seconded the motion. The motion carried with all in favor.

b. Recreation Coordinator/Arts & Communication

Aaron stated that we have agreed to create the new position of Recreation Coordinator/Arts & Communications and asked for a motion of approval. Marilyn moved and Jamie seconded to approve the new position of Arts/ Communications Coordinator. The motion carried with all in favor.

c. Board Member Recruitment/Recommendation Process

Aaron presented some changes to our By-Laws regarding the recommendation process of board members along with the duties of the members and asked everyone to mull them over before we look at adopting them.

d. Website

Aaron stated he has worked Keith and got a proposal from Civic Plus for a new website as we need to provide a functional website for Katie, our new marketing employee to do her job. Aaron stated that he has used this company before and is comfortable with it. The board discussed this proposal along with other options and decided to do some more research and get bids.

IX. Executive Session – The Board did not go into executive session.

X. Garden City Recreation Commission Questions and Comments

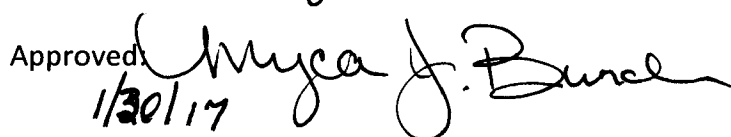
Myca wished everyone a Merry Christmas.

XII. Adjournment

Jamie moved and Deb seconded to adjourn the meeting. The motion carried with all in favor. The Meeting adjourned at 7:48 pm.

Secretary
Debbie Bridgeman



Approved: 
1/30/17



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: February 7, 2017
RE: Police/Citizens Advisory Board Minutes for January 2017

ISSUE:

Presentation of the January 17, 2017 minutes for the Police/Citizens Advisory Board meeting.

BACKGROUND:

Attached are the meeting minutes for the Police/Citizens Advisory Board meeting held on January 17, 2017.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

ATTACHMENTS:

Description	Upload Date	Type
Police/Citizens Advisory Board Minutes for January 2017	1/18/2017	Backup Material



MICHAEL D. UTZ
CHIEF OF POLICE

RAQUEL ARELLANO
ADMINISTRATIVE ASSISTANT

COURTNEY PREWITT
PATROL CAPTAIN

MICHAEL REAGLE
COMMUNITY RESPONSE DIVISION
CAPTAIN

MICHAEL RADKE
INVESTIGATIONS DIVISION
CAPTAIN

RANDY RALSTON
OFFICE OF PROFESSIONAL
STANDARDS CAPTAIN

KATHY FAIRCHILD
SUPPORT SERVICES DIRECTOR

EMILY BURNS
BUDGET ANALYST

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

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

January 17, 2017

5:30 pm – 6:30 pm

Present: Mellaina Johnson; Steve Jones; Alyssa Ralston; Darla Samy; Alisha Weber

Absent: Connie Bonwell; Jeff Starkey; Stan Kennedy; Vinh Nguyen; Chuck Allen

Staff: Chief Michael Utz, Sergeant Andrew Roush, Raquel Arellano

Guests: Emma Kennedy; Kylie Travers

I. Call Meeting to Order

Co-Chair Mellaina Johnson called the meeting to order at 5:30 p.m.

II. Approval of Minutes

Co-Chair Mellaina Johnson gave a moment for attendees to review the Minutes from the Police/Citizens Advisory Board meeting held on December 20, 2016. An amendment was made to the minutes to reflect Alisha Weber marked as absent at the December 20, 2016, meeting. A motion was made to approve the amended minutes by Steve Jones; Darla Samy seconds the motion. Motion carries.

III. Review of Master Activity Report

Chief Utz presented information on the December 2016 Master Activity and Crime Analysis Reports.

IV. Monthly Recap

Chief Utz announced that Nathan Sheridan from the First Assembly of God of Garden City has joined the Garden City Police Department Chaplain Corp. Chief Utz also mentioned that he attended a meeting with the Ministerial Alliance on January 11, 2017, to present the GCPD Chaplain Corp program to various Ministers from Garden City and the surrounding area.

Chief Utz made members aware that effective January 1, 2017, the Animal Shelter responsibilities were turned over to the Finney County Humane Society.



MICHAEL D. UTZ
CHIEF OF POLICE

RAQUEL ARELLANO
ADMINISTRATIVE ASSISTANT

COURTNEY PREWITT
PATROL CAPTAIN

MICHAEL REAGLE
COMMUNITY RESPONSE DIVISION
CAPTAIN

MICHAEL RADKE
INVESTIGATIONS DIVISION
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Chief Utz informed members that he was interviewed by the Investigative Discovery channel in reference to the foiled terrorist threat in Garden City. It was also announced that a couple of students from the Video Fundamentals class will be conducting an interview with Chief Utz over the same topic on Wednesday, January 18, 2017.

Chief Utz summarized the department awards and recognitions that were presented at the GCPD Christmas party held on January 7, 2017.

V. Report From the Chief

Chief Utz mentioned that the Records department will receive training on Monday, January 21, 2017, on the Racial Profiling module in the Records Management System.

Chief Utz made the Board aware of the seats available on the Police/Citizens Advisory Board.

VI: Report from Guests & Board Members

Sergeant Andrew Roush reported that there are currently two openings for Dispatchers in the Communications Section. He further announced that there are four people who are on the eligibility list one for police officer and three for dispatcher positions.

Sergeant Roush brought up to the board the "Coffee with a Cop" program which was recently implemented by the GCPD. The premise of the program was detailed and members were asked to "like" the GCPD facebook page to receive updates regarding the first meeting.

Darla Samy asked for information on the tow companies/services utilized by the GCPD during winter weather or accidents. Sergeant Roush provided an explanation of the application process and tow rotation schedule.

VII: Adjournment

A motion to adjourn the meeting was made by Alisha Weber, Alyssa Ralston seconds the motion. Meeting Adjourned at 6:28 p.m.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Andy Liebelt, Parks Superintendent
DATE: February 7, 2017
RE: September 2016 Park and Tree Advisory Board Minutes.

ISSUE:

Presentation of the September 20, 2016 minutes from the Park and Tree Advisory Board.

BACKGROUND:

Attached is the Park and Tree Advisory Board minutes from the September 20, 2016 meeting. The October meeting was the annual Park and Tree Board Park Tour.

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
September 20, 2016 Park and Tree Board minutes	11/29/2016	Backup Material

Garden City Parks & Tree Board Minutes of Meeting

Date: Sept 20, 2016

Call to Order: David Miller called the meeting to order at approximately 5:46 pm.

Members present: David Miller, Pat Geier, John Brennaman, Ed Sattler and Mike Ramsey

Members excused: Larry Scheuchzer, David Coltrain

Others Present: Andy Liebelt, Superintendent of Public Grounds and JD Klempa, District Forester for the Kansas Forest Service

Approval of Agenda: Motion was made by Ed Sattler and seconded by Mike Ramsey to approve the agenda as presented. Motion Carried.

Approval of Minutes: Motion was made by Ed Sattler and seconded by Pat Geier to approve the minutes as presented. Motion Carried.

Fund Report:

- A. General Account - \$42,163.
- B. Tree Trimming and Landscaping Account - \$31,165. Some money can carry forward to 2017 if not expended in 2016 for future tree maintenance contracts.
- C. Tree Account - loans and rebates:
 - a. Tree Loans – 6 for a total of \$5,300.00
 - b. Tree Rebates – 11 for total of \$700.
- D. Landscaping - \$2,625.13 – buying bulbs.

Staff Report

- A. Report on current department issues
 - 1. **Fall Fest** – This event went well, as expected, this year. The only issue, which was minor, was post event trash cleanup. The city will be in contact with all event coordinators about how we are going to handle post event clean up.
 - 2. **Fiesta** – This event continues to gain popularity. Each year it continues to increase in attendance. Superintendent Liebelt has started communicating with event coordinators about seeking out a larger venue in the future if the event continues to grow. The City is not looking to move the event off of public property. The City is encouraging an alternate city park. The venue that appears to be the best location is Southeast Community Park. This is an 11 acre park on the east side of the bypass. As of now, there are no plans to relocate the event.
 - 3. **Cemetery/KS Ave Irrigation** – Sub-surface irrigation on Kansas Avenue and the Cemetery Columbarium is installed and operating. The system is having a few issues getting water to the surface to germinate grass seed. Superintendent Liebelt is in contact with the parties involved in the design and installation of the systems. This is new technology and will take some time to perfect. Overall the systems should be a great way to begin conserving our water resources.
 - 4. **Irrigation Demonstration Report** – The Parks Department, in conjunction with Site One Landscapes and Hunter Irrigation held an irrigation head demonstration on September 15th. This demonstration was performed by the Park and Fire

Departments. The head that was demonstrated applies up to 300 gallons per minute and has a radius of up to 170 feet. This particular irrigation head is used in cemeteries and on artificial turf fields. The purpose of the City's demonstration was to bring awareness to the deteriorating irrigation system at Valley View Cemetery and offer an optional irrigation system, as well as, a solution. This is a head that should be considered for the cleansing of artificial turf in the future when Clint Lightner artificial turf is replaced.

5. **Reclamation Bureau Grant** – The Governing Body approved a 50/50 matching grant from the Bureau of Reclamation to install sub-surface irrigation at Clint Lightner Stadium. The city has 24 months to complete the project. This is a pilot project to be evaluated for possible sub-surface projects on playing fields in the future.
6. **Cemetery Stump Grinding** – Parks spent two days grinding tree stumps in the Cemetery.

VI Committee Reports

VII Unfinished Business

- A. **Central Control Irrigation Audit and Study** – Erik Christiansen of EC Design Group will be in Garden City to evaluate our irrigation system and give recommendations for a weather based, central control irrigation system. Studies show the water savings should be between 30% - 50% of that of a conventional overhead irrigation system. Erik will be meeting at the City Commission pre-meeting on October 4th at 11:00 am.
- B. **Alan Geier Champion Tree Woodland at Finnup Park** – The sign board is ready and Larry Geier will build the wooden sign frame. The unveiling and park dedication is scheduled for November 1, 2016, at 11:00 am.
- C. **Southeast Community Park Update** – Work and funding for the first phase of Southeast Community Park east of the bypass may begin in 2017. This project will go through the CIP process in the fall of 2016.

VII. New Business

- A. **Santa Fe Park playground equipment** – Parks received nine proposals from three different playground equipment companies. The Park and Tree Advisory Board, Superintendent Liebelt and Public Works Director Curran will make a recommendation to the Governing Body to accept a proposal from Athco to provide and install the playground equipment at Santa Fe Park for \$24,971.00. This equipment will be paid for out of the 2016 Parks Budget.
- B. **Pheasant Valley Shortgrass Project** – The City is responsible for landscaping and maintaining a privacy wall on the east side of Campus Drive bordering the west perimeter of the Eagle Crest addition and turning east on east Shortgrass Street stopping at Primrose. This is a similar project to the Campus and Third Street walls.
- C. **JC Street Project** – The City purchased a lot on the south end of JC Street for the purpose of storm water retention. The Parks Department will be responsible for the removal of tree and brush material for the purposes of expanding the water holding capacity on the purchased site as well as vegetation maintenance during the growing season.

- D. **Parks Tour** – This is planned for Tuesday, October 18, 2016, at 5:30pm. Invitees will meet at the Train Depot.

IX. Announcements.

- A. Superintendent of Public grounds, Andy Liebelt, will be in Salina, KS, November 3rd and 4th for his Kansas Department of Ag Commercial Pesticide Applicator recertification training.

Scheduled next meeting – The next meeting will be the Annual Parks Tour on October 18th at 5:30pm.

Adjournment – Motion was made by Pat Geier and seconded by John Brennaman. Motion carried. The meeting was adjourned at approximately 6:46 pm.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Andy Liebelt, Parks Superintendent
DATE: February 7, 2017
RE: November 2016 Park and Tree Advisory Board Minutes

ISSUE:

Presentation of the November 15, 2016 Park and Tree Advisory Board minutes.

BACKGROUND:

Attached is the Park and Tree Advisory Board minutes from the November 15, 2016 meeting.

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
November 2016	1/26/2017	Backup Material

**Garden City Parks & Tree Board
Minutes of Meeting
November 15, 2016**

Call to Order: David Miller called the meeting to order at approximately 5:50 pm.

Members present: David Miller, Pat Geier, John Brennaman and Mike Ramsey

Members excused: Ed Sattler, Larry Scheuchzer and David Coltrain

Others Present: Andy Liebelt, Superintendent of Public Grounds and JD Klempa, District Forester for the Kansas Forest Service

Approval of Agenda: Motion was made by Pat Geier and seconded by John Brennaman to approve the agenda as presented. Motion Carried.

Approval of Minutes: Motion was made by John Brennaman and seconded by Pat Geier to approve the minutes as presented. Motion Carried.

Fund Report:

- A. **General Account** - \$42,049.99. Food for Parks Tour came out of this acct.
- B. **Tree Trimming and Landscaping Account** - \$31,165. Increase from September's balance is due to reimbursements from insurance money.....
- C. **Tree Account** - loans and rebates:
 - a. Tree Loans – 12 for a total of \$10,625. – Have 2 more that may be approved.
 - b. Tree Rebates – 22 for total of \$1355. – Room for more.
- D. **Landscaping** - \$2,064.13

Staff Report:

- A. **Downtown Vision Christmas Light Grant and Christmas Light Update** – \$750. Grant for new lights in Stevens Park. Our goal is to be finished by Thursday, November 17.
- B. **Cemetery/KS Ave Irrigation** – The Netafim rep. from Denver, Netafim distributor and sub-surface installer are coming to Garden City to look at low pressure issue.
- C. **Big Pool Update** – Public Works, Traffic & Parks will split duties as per their areas of expertise.
- D. **Reclamation Bureau Grant** – The Clint Lightner sub-surface irrigation project will be funded out of the Water Department budget in the general fund. The overall project budget is \$215,000. The City will be responsible for \$123,000. The project will start as soon as Garden City Wind baseball season is over. Park Superintendent Liebelt will send out an RFP for installation bids.
- E. **CIP – Cemetery, Parks and Golf** – Park Superintendent Liebelt will attend presentations December 1, 5:30 pm – 8:30 pm.
- F. **KANZ** – Parks Department has hired contractors to install new carpet and paint inside the old library building.
- G. **Kansas Avenue Widening Project** – Street Department will be tearing down buildings. Parks will landscape the new properties when the project is finished.

- H. **Tree City USA** – The largest requirement to qualify for as a Tree City USA certified city is the \$2/capita spending limit on municipal tree care. This is not an issue.

VI Committee Reports

None

VII Unfinished Business

- A. **Irrigation Audit** – Erik Christiansen will make recommendation for central control. The City utilities have a SCADA system that runs City utilities on the same technology. We are looking into whether or not this system can be used for the central control irrigation.
- B. **Alan Geier Champion Tree Woodland at Finnup Park** – On November 6th, Alan Geier was recognized for his 26 years of service to the City of Garden by naming the portion of Finnup Park on the southeast corner of Maple and Main “Alan Geier Champion Tree Woodland at Finnup Park.”
- C. **Southeast Community Park Update** – Park Superintendent Liebelt will be touring the park site with City Manager Matt Allen this week, and plans to discuss what the timeframe for this project will be.
- D. **Santa Fe Playground Equipment** – The playground equipment at Santa Fe Park is to be installed early part of December. Klotz Sand has donated all the sand we need as long as the City does the hauling.

VII. New Business

- A. **Pheasant Valley/Eagle Crest Project**– The development agreement states the City will assume the landscape and irrigation installation and maintenance of this project. It will be developed and maintained on par as the Third Street wall across from the Cemetery and the Campus wall across from Pioneer Estates.
- B. **Recommendations For Grass Conversion For Irrigation Conservation** – Water is a precious resource and it is the responsibility off all to use water responsibly. The Parks Department is looking for grass areas that can be converted to warm season grasses that use less water.
- C. **Arbor Day Poster Contest** – The 5th grade Arbor Day Poster Contest due date is Friday, February 3rd. The Park and Tree Board will judge posters on Tuesday, January 31st.
- D. **Street Tree Irrigation** – Garden City has many irrigated street trees in the Downtown Area. With irrigation under trees in such a tight space, irrigation breaks are to be expected due to tree roots breaking irrigation lines. This spring a street tree irrigation project will take place to replace an irrigation line at the Train Depot Park Superintendent Liebelt is certain these issues be more frequent as our downtown trees mature.
- E. **Parks and Tree Advisory Board Term Expirations** – Mike Ramsey, Larry Scheuchzer and David Coltrain.
- F. **Cemetery Irrigation** – Park Superintendent Andy Liebelt has spoken with Water Resource Manager Fred Jones about using reclaimed water from the DFA plant to irrigate the Cemetery. The biggest issue is the four plus miles of infrastructure that would need to be installed to make that happen.
- G. **Cemetery Budget** – The maintenance budget for the Cemetery will be transferred to another budget account in 2017, which the Parks Department will manage.

IX. Announcements.

- A.** Brandon Avila may attend the Kansas Turfgrass conference on December 6,7, and 8 in Topeka, KS.

Scheduled next meeting – The next meeting will be on January 17th at 5:30 pm. The meeting in January will be held in the new Parks building located at 106 S 11th.

Adjournment – Motion was made by Mike Ramsey and seconded by Pat Geier. Motion carried. The meeting was adjourned at approximately 7:00 pm.