



**AGENDA
CITY COMMISSION MEETING
Tuesday, March 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 hear a presentation on the Water Consumption Report from Water Resource Manager Jones. 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. February 21, 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 Governing Body is asked to consider and allow the Mayor to proclaim March 2017 as Intellectual and Development Disabilities Awareness Month in Garden City, Kansas.

B. Randy Partington, ESGR (Employer Support of the Guard and Reserve) Area Chair for Southwest Kansas, wishes to recognize and honor two members of the Garden City Police Department and one member of the IT & Communication Department.

C. The Governing Body is asked to consider and approve a request from Ms. Jera McGraw, President of the Tumbleweed Festival, Inc. for the use of and the waiver of fees for the west green at Lee Richardson Zoo on August 25-27, 2017 for the 26th annual Tumbleweed Festival. The request includes set-up from August 21-24, 2017 and teardown August 27-28, 2017. The request also includes allowing volunteers to drive in the gates at no charge and closing the drive-in gates during the festival to maintain safe walking areas.

- D. The Governing Body is asked to consider and authorize under Code Sections 6-35 and 6-133 for the possession and consumption of cereal malt beverages or alcoholic liquors on a public sidewalk, alley or street on Grant Avenue from 8th Street to Main Street to include the sidewalk, street and alley from 3:00 p.m. - 10:00 p.m. for a wedding party.
- E. Cory King requests Governing Body consideration of a Special Events Request for a car show in Stevens Park.
- F. The Governing Body is asked to consider and approve a request from the Finney County Historical Society for a waiver of the sign ordinance and fee for three signs to be placed at Third Street & Kansas Avenue, Main Street Zoo entrance and the north zoo fence west of the museum from March 4-12, 2017.

VII. REPORT OF THE CITY MANAGER

- A. Communication & Project Manager Freburg will provide information on Citizen's Academy 2017.
- B. Staff will provide an update of the Feral Cat Trap-Neuter-Return (TNR) program.

VIII. MEETINGS OF NOTE

- A.
 - March 7, 2017 - Statewide Tornado Drill at 10:00 a.m. as part of Kansas Severe Weather Awareness Week, (March 6-10, 2017)
 - March 7, 2017 – Ronald McDonald House Charity event at both McDonald locations from 5:00 - 8:00 p.m.
 - March 8, 2017 - Groundwater Management District #3 Annual Meeting at the Grant County Civic Center at 9:00 a.m.
 - March 9, 2017 – Garden City Area Chamber of Commerce Banquet in the Courtyard of the Horace Good Middle School, TBA.
 - March 16, 2017 - FCEDC - Business 2 Business Breakfast "Is Your Culture a Competitive Advantage?" at 7:30 a.m. at Finney County Community Services Building
 - March 18, 2017 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
 - March 21, 2017 - Public Health Law Center breakfast presentation in the basement Conference room of the Heartland Cancer Center at 8:30 a.m.
 - March 23, 2017 - Citizen's Academy 2017 - Program to be held in the Large Meeting Room at the City Administrative Center from 5:30 - 8:00 p.m.
 - March 30, 2017 - Citizen's Academy 2017 - Program will begin in the south parking lot of the Law Enforcement Center from 5:30 - 8:00 p.m.
 - April 6, 2017 - Citizen's Academy 2017 - Program to be held in the Large Meeting Room at the City Administrative Center from 5:30 - 8:00 p.m.
 - April 13, 2017 - Citizen's Academy 2017 - Program to be held at Buffalo Dunes Golf Course from 5:30 - 8:00 p.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 20, 2017 - FCEDC - Business 2 Business Breakfast "Managing Risk, Personnel & Safety" at 7:30 a.m. at the Finney County Community Services Building
- April 20, 2017 - Citizen's Academy 2017 - Program to be held at the ARFF Station at the Garden City Regional Airport from 5:30 - 8:00 p.m.
- April 22-24, 2017 – Western Kansas Congressional Delegation reception in Washington, D.C.
- April 27, 2017 - Citizen's Academy 2017 - Program to be held at the Utility Service Center from 5:30 - 8:00 p.m.
- May 4, 2017 - Citizen's Academy 2017 - Program to be held at Lee Richardson Zoo from 5:30 - 8:00 p.m.
- May 11, 2017 - Citizen's Academy 2017 - Closing Dinner/Graduation - Program to be held in the Large Meeting Room at the City Administrative Center from 5:30 - 8:00 p.m.
- May 16, 2017 - Citizen's Academy 2017 - Recognition at City Commission Meeting at 1:00 p.m.
- May 18, 2017 - FCEDC - Business 2 Business Breakfast "Emotional Commitment=Employee Engagement" at 7:30 a.m. at the Finney County Community Services Building
- 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. 2430-2017A

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

- A. The Governing Body is asked to consider and approve a resolution declaring support for Overland Property Group's application for tax credits.
1. Resolution No. _____-2017, a resolution expressing support for the construction of affordable multi-family apartment units to be located on an approximately 3 acre site on the west side of Campus Drive, in the City of Garden City, Kansas.

XI. OLD BUSINESS

XII. NEW BUSINESS

- A. The Governing Body is asked to consider and approve a professional services agreement and task order with Mid America Consultants, Inc., for \$375,000.00 to implement improvements to the Water Department Supervisory Control and Data Acquisition System (SCADA) system.
- B. The Governing Body is asked to consider and approve the Second Lease Amendment between the City of Garden City and Airport Raceway Corporation for lease of land located at Garden City Regional Airport.
- C. The Governing Body is asked to consider and approve the Amendment to Task Order Number 5 between the City of Garden City and HNTB for design and bidding services for the construction of Runway 17-35 repairs and

replacement of airfield holding position signs at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-39).

- D. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(6) pertaining to preliminary discussions relating to the acquisition of real property.
- E. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship.

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 proposal from Hydro Resources Mid Continent, Inc. for \$135,157.00 to drill Well #31 and install the pump and piping in accordance with KDHE regulations.
- 2. The Governing Body is asked to consider and approve a bid for the construction of a well house that will enclose Well #31, a new well that will be located near the intersection of Fulton Street and Spencer St. in Garden City, Kansas.
- 3. The Governing Body is asked to consider and approve the bids received for the Harvest Street drainage project.
- 4. The Governing Body is asked to consider and approve the contractor licenses for March 7, 2017.
- 5. Quit Claim Deed from Bernard D. Haflich transferring Spaces 3 and 4, Lot 53, Zone H, located in Valley View Cemetery to Kaye Lightner.

XIII. CITY COMMISSION REPORTS

A. Commissioner Doll

B. Mayor Law

C. Commissioner Fankhauser

D. Commissioner Cessna

E. Commissioner Dale

XIV. OTHER ENTITIES

Presentation of the January 17, 2017 Park and Tree Advisory Board minutes.

Presentation of the February 21, 2017 minutes for the Police/Citizens Advisory Board meeting.

Presentation of the January 30, 2017 minutes from the Garden City Recreation Commission Board.

XV. ADJOURN



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: March 7, 2017
RE: Intellectual and Developmental Disabilities Awareness Month Proclamation 2017

ISSUE:

The Governing Body is asked to consider and allow the Mayor to proclaim March 2017 as Intellectual and Development Disabilities Awareness Month in Garden City, Kansas.

BACKGROUND:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of the proclamation.

FISCAL NOTE:

None.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|-------------|-----------------|
| Intellectual and Developmental Disabilities Awareness Month Proclamation 2017 | 3/2/2017 | Backup Material |

PROCLAMATION

WHEREAS, the month of March, 2017, has been designated as “National Intellectual and Developmental Disabilities Awareness Month” (NIDDA) in order to celebrate and recognize people with disabilities; and

WHEREAS, disability is a natural part of the human experience and in no way diminishes the right of people with disabilities to make choices, contribute to society and experience in full the many blessings of American society; and

WHEREAS, family members, friends and the community at large all play a role in supporting people with disabilities as they pursue their dreams; and

WHEREAS, the goals of this city properly include people with disabilities realize full access to housing, employment and the recreation activities which help create productive and satisfying lives, and to live as independently as possible.

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

Intellectual and Developmental Disabilities Awareness Month

In the City of Garden City, and call upon the citizens of Garden City to observe the month with appropriate programs and activities. Furthermore, I encourage the citizens of Garden City to seek information from those organizations with expertise in matters concerning developmental disabilities.

SIGNED AND SEALED this 7th day of March 2017.

Chris Law, *Mayor*

ATTEST:

Celyn N. Hurtado, *City Clerk*



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: March 7, 2017
RE: ESGR Patriot Award

ISSUE:

Randy Partington, ESGR (Employer Support of the Guard and Reserve) Area Chair for Southwest Kansas, wishes to recognize and honor two members of the Garden City Police Department and one member of the IT & Communication Department.

BACKGROUND:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|-------------|-----------------|
| ESGR Patriot Award | 3/2/2017 | Backup Material |

Memo

To: Garden City Commission
Matt Allen, City Manager

From: Randy Partington,

Date: 3/7/2017

Re: ESGR Patriot Award

On behalf of the Employer Support of the Guard and Reserve (ESGR), I will be at the March 7, 2017 city commission meeting presenting a Patriot Award to two members of the Garden City Police Department and a member of the IT & Communication Department. The three individuals are Sergeant Edward Ochs, Master Patrol Officer Emely Relph and Computer Service Manager Clay Billings.

The Patriot Award is given to individuals who have taken extra measures including flexible schedules, time off prior to and after deployment, caring for families and granting leaves of absence if needed for members of the Guard or Reserve. The nominations for the three City of Garden City employees was made by Garden City Police Department officer Juan Barajas-Leon. A brief overview of the actual nomination will be read at the City Commission meeting.

ESGR is proud to present the Patriot Award to Mr. Ochs, Ms. Relph and Mr. Billings.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: March 7, 2017
RE: 2017 Tumbleweed Festival request

ISSUE:

The Governing Body is asked to consider and approve a request from Ms. Jera McGraw, President of the Tumbleweed Festival, Inc. for the use of and the waiver of fees for the west green at Lee Richardson Zoo on August 25-27, 2017 for the 26th annual Tumbleweed Festival. The request includes set-up from August 21-24, 2017 and teardown August 27-28, 2017. The request also includes allowing volunteers to drive in the gates at no charge and closing the drive-in gates during the festival to maintain safe walking areas.

BACKGROUND:

All requests are similar to those requests from previous festivals.

ALTERNATIVES:

1. Approve all requests for the Tumbleweed Festival.
2. Deny the requests for the Tumbleweed Festival.

RECOMMENDATION:

Staff recommends approval of all requests for the 2017 Tumbleweed Festival.

FISCAL NOTE:

None.

ATTACHMENTS:

| Description | Upload Date | Type |
|---------------------------------|-------------|-----------------|
| SER - Tumbleweed | 3/2/2017 | Backup Material |
| SER - Tumbleweed Request letter | 3/2/2017 | Backup Material |



Special Event Request

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

xx Other
Carnival/Circus*
Sports Event*
Haunted House*
Parade**
*License Required
**Parade Application Required

February 21, 2017

Today's Date

Tumbleweed Festival (26 years)

Name of Event (if applicable)

West Greens of LRZ

Location of Event

Friday, 8/25 - Sunday, 8/27/2016

Date of Event

**Fri 5:30pm-11pm, Sat 10am- 11pm, Sun
10 am-7 pm**

Start and End Time of Event

Cummunity event with games, creafths and performers

Purpose of the Event

Jera McGraw, Board President

620-805-9643

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

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

| | | | | | |
|-------------------------------------|---|----------------|-------------------------|-----------------------|-----------------|
| Street Closure and/or Barricades | see attached request | GCPolice Dept. | see attached request | LRZ | see attached |
| Extra Trash Receptacles | see attached request | GCRC | see attached request | Electricity Access | see attached |
| Additional Request/Remarks | setup dates: Mon 8/21-Thur 8/24 4pm-9pm - Fri 8/25 7am-4pm, set up crew 10-15 ppl Fri 10am for approx 3 hours, teardown dates: Mon 8/27/29 & 8/28 4pm-9pm, banner permit on zoo fences 4 weeks prior to festival | | | | |

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

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

RESOLUTION NO. 2435-2011

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

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

Request on file

February 21, 2017

Signature

Date

| | | | |
|-------------------------|-------------------------------|-------------------------|------------------------------|
| Neighborhood Dev. | CD 2/21/2017 | GC Rec | CR 2/28/2017 |
| Police | Capt. Reagle 2/21/2017 | Electric | CS 2/23/2017 |
| Fire | Chief Shelton 2/21/2017 | Public Works | SC 2/21/2017 |
| Zoo | KN is working with Tumbleweed | Parks/Grounds | AL 2/21/2017 |
| City Manager/Commission | | Application Received by | Raelene Stoecklein 2/21/2017 |

Matt Allen, City Manager
Raelene Stoecklein, Event Coordinator
Kristi Newland, Director, Lee Richardson Zoo
City of Garden City
301 N. 8th Street
Garden City, KS 67846

November 1, 2016

Hello all,

I am writing to you on behalf of the **Tumbleweed Festival** board of directors to request access to Lee Richardson Zoo for the 2017 festival. This will be the 26th year for this event, and we are very grateful for the support that the City of Garden City and Lee Richardson Zoo have provided to the festival over the years. Without that support, in all forms, the festival would not be the success that it has been. The access to facilities, the help of Zoo and City staff, and the advice that have come to us make the festival a possibility.

It is time again, for us to make our annual request to the City for this year's festival. Please consider this letter our formal request for the festival as detailed below.

Requests from the City of Garden City- Lee Richardson Zoo:

*Waiver of the fees outlined in Section II of the Zoo Facility Use Guidelines and Agreement in exchange for allowing the zoo to use Tumbleweed Festival tents throughout the year when needed.

*A Noise Waiver for the weekend. Our volume will remain under the zoo's decibel limit cited in the Zoo Facility Use Guidelines and Agreement.

*Use of the West Green of the Lee Richardson Zoo on the following dates:

***Festival Dates: August 25 5:30pm-11pm, August 26 10am-11pm, and August 27 10am-7pm 2017.** If times change they will remain within the parameters of the above stated times.

*The August 27 time includes the time allocated for the Community Worship service that has happened in conjunction with the festival, historically. This may or may not happen this year

*Closure of the zoo to drive through traffic at 4PM on Friday, August 25, followed by closure of the West Green to zoo patrons at 5:30 pm and that this remains in place all day on August 26 and August 27.

*Waiver of the Zoo fees associated with closure of the zoo to through traffic/West Green.

*Access to the Tumbleweed trailer in the Zoo's Maintenance area and the West Green—for volunteers for setup and teardown:

***Setup Dates: August 21-24, 2017 4pm-9pm, August 25, 2016 7am – 4pm**

***Teardown Dates: August 27 and 28, 2017. 4pm-9pm**

- *Access to one gator or equivalent during the times listed above (If possible).
- *Banner permit to place festival banners on the zoo fences. To be put up 4 weeks before the festival, 4 banners approx. 4' x 8'.
- *Banner approval/permit to place 4-8 banners on private properties on Mary and Kansas Avenue (with approval of landowners) and waiver of the fee.
- *Access to the maintenance gate for Tumbleweed Board members during the week of the festival. (keypad code). Not to exceed the setup and teardown times listed above.
- *Access to appropriate zoo keys for Board members during the event to assist with securing the grounds and access through bison road temporary gate during the event.
- *Access/barrier fencing placed by zoo staff to block off the West Green for the festival weekend.
- *Use of the Southwest, West Gate and Arches (walk in) gates for the festival. (Arches would closed at 7 pm as normal for zoo hours at that time of year.)
- *Use of 30 gal trash cans- whatever is available
- *Access to small zoo flatbed trailer for setup and teardown
- * Staining of Gazebo stage prior to festival

From the Garden City Recreation Commission:

- *Use of 2 sets of bleachers for August 25-28. We ask that they deliver and return these.

From the City of Garden City- Various Departments:

*Public Works:

- *Streets swept late Thursday prior to the event.
- *Assistance with trash:
 - *Trash pickup on Saturday morning (early- prior to event) and either Saturday night late, or early Sunday morning (dumpsters and polycarts)
 - *20-25 rolling polycarts
 - *4 additional large dumpsters
- *Traffic Control Requests- 30 traffic cones and 4 sets of saw horse style barriers
- *Setup Crew Request: 10-15 people on Friday morning (10am) for approximately 3 hours

*Electrical Requests:

- *Open all electrical boxes late Thursday afternoon, August 20, 2015
- *2 power boxes/pedestals at the West Green restrooms and triangle area.

*1 or 2 Electricians available on Friday all day- for vendor and sound setup

*1 Electrician on call/available for the remainder of the weekend

***Security Requests/Garden City Police Department:**

*Extra patrols overnight Friday and Saturday nights

*Any officers on grounds during the festival do so on foot or walking their bicycle (not drive through).

Thank you for your time, energy, and expertise. Please let me know if you need any additional information, or if the Tumbleweed board needs to have a representative at any Zoo Advisory Board or City meetings to answer questions. We truly appreciate your help in making this an event that our community can be proud to host.

Sincerely,

Jera McGraw

620-805-9643

Board President

Tumbleweed Festival



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: March 7, 2017
RE: Nuzum Wedding - Request to Serve Alcohol on Public Grounds

ISSUE:

The Governing Body is asked to consider and authorize under Code Sections 6-35 and 6-133 for the possession and consumption of cereal malt beverages or alcoholic liquors on a public sidewalk, alley or street on Grant Avenue from 8th Street to Main Street to include the sidewalk, street and alley from 3:00 p.m. - 10:00 p.m. for a wedding party.

BACKGROUND:

None.

ALTERNATIVES:

1. Approve requests as submitted.
2. Deny the request.

RECOMMENDATION:

Staff has no recommendation.

FISCAL NOTE:

None.

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------------------|-------------|-----------------|
| SER - Nuzum Wedding request | 3/2/2017 | Backup Material |



Special Event Request

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

☒ Other
☐ Carnival/Circus*
☐ Sports Event*
☐ Haunted House*
☐ Parade**
*License Required
**Parade Application Required

January 31, 2017

Today's Date

Nuzum Wedding

Name of Event (if applicable)

Saturday, October 14, 2017

Date of Event

100 Block of Grant Avenue

Location of Event

3:00 p.m. - 10:00 p.m.

Start and End Time of Event

wedding

Purpose of the Event

Kendall Kepley

112 Grant Avenue

620-275-7687

Applicant Name (please print)

Address

Phone

Leigh Kepley

Additional Contact Names & Phone Numbers

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

| | | | | | |
|----------------------------------|---|-------------------------------|-----|--------------------|-----|
| Street Closure and/or Barricades | block Grant Avenue from Main to 8th ST (will provide signatures from businesses/tenants) | Steven's Park Bandshell | N/A | Noise Waiver** | XX |
| Extra Trash Receptacles | 1-2 POLYKARTS - IF POSSIBLE | Restrooms (Park Shelter Keys) | N/A | Electricity Access | N/A |
| Additional Request/Remarks | They plan to have port-a-potties in the alley, Will have a DJ for the reception. Request for park benches to be moved to that area (if possible). Will have caterers with liquor license. | | | | |

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

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

RESOLUTION NO. 2435-2011

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

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

per request - Kendall Kepley

Signature

January 31, 2017

Date

| | | | |
|-------------------------|-----|-------------------------|-----------------------------|
| For office use only | | GC Downtown Vision | |
| Police | | Electric | |
| Fire | | Public Works | |
| Inspection | n/a | Parks/Grounds | |
| City Manager/Commission | | Application Received by | CH 1/31/2017 - RS 2/16/2017 |



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: March 7, 2017
RE: Special Events Request for a car show in Stevens Park.

ISSUE:

Cory King requests Governing Body consideration of a Special Events Request for a car show in Stevens Park.

BACKGROUND:

Staff had been contacted by Cory King and others interested in hosting a car show downtown and using Stevens Park for the location. Staff informally reviewed this request and expressed concern with the impact on the Stevens Park grass which is a less hearty shade grass and is already showing stress (the result of compaction from current high foot traffic events). All other aspects of supporting a car show downtown have staff support. Previous car shows in the downtown have used side streets and/or public parking lots.

The City Commission granted the City Manager authority to consider and approved Special Event Requests that were consistent with articulated expectations or past practices of the City Commission with respect to the use of facilities, time of the event, street closure and City staff support. While most of this request fits within those boundaries and would suggest approval, parking the vehicles on Stevens Park grass is determined by the City Manager to require City Commission consideration. Staff asks that the City Commission indicate its decision on this specific Special Event Request event and your expectation of staff for similar requests in the future.

ALTERNATIVES:

1. Approve the Special Event Request for a car show in Stevens Park.
2. Deny the Special Event Request for a car show in Stevens Park.

RECOMMENDATION:

Staff requests Governing Body direction.

FISCAL NOTE:

The costs associated with supporting the event with solid waste, power, traffic and police are nominal and accounted for in City department operational plans and budgets. Costs associated with any potential impact to the grounds are unknown. Special events which increase visitors to Garden City increases revenue.

ATTACHMENTS:

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



Special Event Request

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

☒ Other
☐ Carnival/Circus*
☐ Sports Event*
☐ Haunted House*
☐ Parade**
*License Required
**Parade Application Required

March 1, 2017

Today's Date

Kansas Kruisers Summer Daze Car Show

Name of Event (if applicable)

Saturday, June 17, 2017

Date of Event

Stevens Park

Location of Event

7:30 a.m. - 7:30 p.m.

Start and End Time of Event

Become an annual event in Garden City & attract consumers to local downtown businesses

Purpose of the Event

Cory King

1907 B Street, GC

620-521-0201

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

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

| | | | | | |
|----------------------------------|---|-------------------------------|-------------------------------------|--------------------|-------------------------------------|
| Street Closure and/or Barricades | Closure of Heros Way | Steven's Park Bandshell | <input checked="" type="checkbox"/> | Noise Waiver** | |
| Extra Trash Receptacles | <input checked="" type="checkbox"/> | Restrooms (Park Shelter Keys) | <input checked="" type="checkbox"/> | Electricity Access | <input checked="" type="checkbox"/> |
| Additional Request/Remarks | Park in grassy areas of park for car show | | | | |

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

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

RESOLUTION NO. 2435-2011

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

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

Request on file

Signature

March 1, 2017

Date

| | | | |
|-------------------------|-----|-------------------------|---|
| For office use only | | GC Downtown Vision | |
| Police | | Electric | n/a |
| Fire | | Public Works | |
| Inspection | n/a | Parks/Grounds | NO-damage to the grass and park-AL 3/1/2017 |
| City Manager/Commission | | Application Received by | Raelene Stoecklein 3/1/2017 |



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: March 7, 2017
RE: 2017 SW Kansas Antiques Appraisal Fair (5th Annual) - Sign Waiver request

ISSUE:

The Governing Body is asked to consider and approve a request from the Finney County Historical Society for a waiver of the sign ordinance and fee for three signs to be placed at Third Street & Kansas Avenue, Main Street Zoo entrance and the north zoo fence west of the museum from March 4-12, 2017.

BACKGROUND:

The Governing Body as in the past waived sign ordinance and fee for similar events for the Finney County Historical Society.

ALTERNATIVES:

1. Approve the waiver of the sign ordinance and fees associated with it.
2. Deny the request to waive the sign ordinance and fees associated with it.

RECOMMENDATION:

Staff has no recommendation.

FISCAL NOTE:

None.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|-------------|-----------------|
| SER - Fi Co Historical Antique Approval | 3/3/2017 | Backup Material |



Special Event Request

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

☒ Other
☐ Carnival/Circus*
☐ Sports Event*
☐ Haunted House*
☐ Parade**
*License Required
**Parade Application Required

February 21, 2017

Today's Date

SW Kansas Antiques Appraisal Fair (5th Annual)

Name of Event (if applicable)

Saturday, March 11, 2017

Date of Event

4H Building at Finney Co Fairgrounds

Location of Event

8:30 a.m. - 4:00 p.m.

Start and End Time of Event

Celebrate antiques, raise funds for Finney Co Historical Museum

Purpose of the Event

Steve Quakenbush, Executive Director

521-3752 (cell)

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

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

| | | | | | |
|----------------------------------|---|-------------------------------|-----|--------------------|-----|
| Street Closure and/or Barricades | n/a | Steven's Park Bandshell | n/a | Noise Waiver** | n/a |
| Extra Trash Receptacles | n/a | Restrooms (Park Shelter Keys) | n/a | Electricity Access | n/a |
| Additional Request/Remarks | Fee waiver on temporary banner March 4-12 # 4th & Maple (by park gate), Third & Kansas, Main ST Zoo Fence | | | | |

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

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

RESOLUTION NO. 2435-2011

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

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

Request on file

February 21, 2017

Signature

Date

| | | | | |
|-------------------------|-------------------------|-------------------------|------------------------------|-----|
| For office use only | | GC Downtown Vision | | n/a |
| Police | Capt. Reagle 2/21/2017 | Electric | n/a | |
| Fire | Chief Shelton 2/21/2017 | Public Works | SC 2/21/2017 | |
| Inspection | CD 2/22/2017 | Parks/Grounds | AL 2/21/2017 | |
| City Manager/Commission | Matt Allen 2/22/2017 | Application Received by | Raelene Stoecklein 2/21/2017 | |



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Ashley Freburg, Communication & Project Manager
DATE: March 7, 2017
RE: Citizen's Academy 2017

ISSUE:

Communication & Project Manager Freburg will provide information on Citizen's Academy 2017.

BACKGROUND:

The City of Garden City Citizen's Academy will begin March 23. Interested residents are invited to take part and learn more about the role the City plays in their everyday lives. The free course will be held at various City facilities, will be led by City staff, and will include tours of facilities as well as group activities. Those interested may apply until March 17. Information and application forms are available at the City Administrative Center, 301 N. 8th Street, or by calling 620-276-1166. Applications are also available on the City's website, www.garden-city.org.

ALTERNATIVES:

This information is provided for Governing Body review. No action is required.

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

| Description | Upload Date | Type |
|-------------------------------|-------------|-----------------|
| Citizen's Academy Application | 3/2/2017 | Backup Material |
| Citizen's Academy Calendar | 3/2/2017 | Backup Material |



CITY COMMISSION

J. CHRISTOPHER LAW,
Mayor

ROY CESSNA

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

CITY ADMINISTRATIVE
CENTER

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

**CITY OF GARDEN CITY
CITIZEN'S ACADEMY ~ CLASS OF 2017
APPLICATION**

Name _____
Last First M

Address _____
Street City State Zip

_____ Home Phone Work Phone Cell Phone

_____ E-Mail Fax

_____ Employer Occupation

Do you have access to the internet? _____ Yes _____ No

Please describe your interest in participating in the Citizen's Academy and what you expect to learn from the program:

In order to make the Citizen's Academy a worthwhile experience, if you have specific areas of interest, please list:



CITY COMMISSION

J. CHRISTOPHER LAW,
Mayor

ROY CESSNA

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City Manager

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Finance Director

RANDALL D. GRISELL
City Counselor

Citizens' Academy requires a commitment to attend and actively participate in each weekly session, each lasting approximately 3 hours. The tentative schedule for the Class of 2017 is:

March 23 - 5:30 to 8:30 p.m.
March 30 - 5:30 to 8:30 p.m.
April 6 - 5:30 to 8:30 p.m.
April 13 - 5:30 to 8:30 p.m.
April 20 - 5:30 to 8:30 p.m.

April 27 - 5:30 to 8:30 p.m.
May 4 - 5:30 to 7:00 p.m.
May 11 - 5:30 to 8:00 p.m.
May 16 - 1 p.m.

The minimum class size is 10 participants, with a 24 participant maximum.

In submitting this application, you are committing to attend all sessions, if selected. Selected class participants will be notified by March 17, 2017.

Signature

Date

Contact Ashley Freburg, Communication & Project Manager, at 620-276-1166
or by e-mail at ashley.freburg@gardencityks.us with questions.

Please return application to Ashley Freburg by March 17, 2017.

CITY ADMINISTRATIVE
CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

Citizen's Academy 2017

| | |
|----------------|---|
| March 23, 2017 | Program to be located in the Large Meeting Room at the City Administration Center, welcome by Mayor. Programs presented by City Manager' Office, City Clerk's Office, Neighborhood & Development Services, and Service & Finance |
| March 30, 2017 | Program will begin with the Police Department. Please meet in the south parking lot of the Law Enforcement Center. Program presented by Police, Municipal Court and Prosecution . The Fire Department will present at Station 1. |
| April 6, 2017 | Program to be held in the Large Meeting Room at the City Administration Center. Program presented by IT & Communication, Cemetery, GIS, Human Resources . |
| April 13, 2017 | Program to be held at Buffalo Dunes Golf Course. Presentations by Buffalo Dunes Golf Course, Parks Department, and Recreation Commission . |
| April 20, 2017 | Program to be located at the ARFF Station at the Garden City Regional Airport. Program presented by Airport, City Link, Traffic and Street Department . |
| April 27, 2017 | Program at the Utility Service Center. Programs presented by Electric, Water, Waste Water, Recycling and Solid Waste Department . |
| May 4, 2017 | Program at Zoo . |
| May 11, 2017 | Closing Dinner/Graduation: Program to be held in the Large Meeting Room at the City Administration Center. City staff, Citizen's Academy Alumni invited to dinner along with graduates and their guests. |
| May 16, 2017 | Recognition at City Commission Meeting. This is a Tuesday commission meeting that begins at 1:00 p.m. |

Meeting time is from 5:30-8 p.m. with the exception of May 16, which will be held during the City Commission meeting, which begins at 1 p.m.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: March 7, 2017
RE: Feral Cat Trap-Neuter-Return Program.

ISSUE:

Staff will provide an update of the Feral Cat Trap-Neuter-Return (TNR) program.

BACKGROUND:

As a result of a proposal from the Finney County Humane Society (Humane Society), the Governing Body adopted Ordinance No. 2723-2016 - Feral Cat TNR program on April 19, 2016. During the passing of the ordinance, the Governing Body determined the ordinance would be reviewed after one year to determine its effectiveness.

The Humane Society has the primary responsibility of running the TNR program to include recruiting caregivers. Caregivers are allowed three feral cats for which they can have primary responsibility under the program.

Since the inception of the ordinance, there has been only one person that has registered as a Caregiver and has three cats subject to the TNR program.

On February 21, 2017, Kay Gillespie provided a proposal at the City Commission meeting for the Governing Body to consider a change to Ordinance 2723-2016 and other related ordinances. The changes include additional definitions as well as the removal of section (b) (1), (b) (2), (b) (6), (b) (7) and (b) (8). Deleting these areas of the ordinance removes any accountability of the program. Additionally, the proposal suggests to not apply TNR in Code Section 10-72, Illegal to abandon animals; 10-76, Number of dogs and cats allowed; 10-101, Failure to pay tax or register; and 10-131, untagged animals; 10-132, Animals at large; and adds definition of what is a feral cat caregiver under 10-78 (a) (1) and adds allowing the Humane Society to release feral cats they take in the TNR program under section (3) c.

She had provided the same information to staff in August of 2016, indicating her preference for a different ordinance over the one adopted by the Commission. Staff has advised her and others that the Commission agreed to review the ordinance after it had a year's worth of data to review.

The Garden City Police Department has received information that there are several cats that have been through the TNR process, but other than the one caregiver who has registered three cats; those cats do not have caregiver agreements and are not registered.

ALTERNATIVES:

1. Continue the TNR program as outlined in Ordinance No. 2723-2016.
2. Amend the TNR ordinance with partial or all of the recommendations suggested by Ms. Gillespie.
3. Discontinue the TNR program.
4. Revisit the issue and options again when the Governing Body is able to review a year of program information.

RECOMMENDATION:

Staff will operate in accordance with alternative 4 as previously directed by the Commission unless directed to do otherwise.

FISCAL NOTE:

There does not appear to be a fiscal impact on the City.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|-------------|-----------------|
| GC Code of Ordinances Sec.10_78 | 3/1/2017 | Backup Material |
| Novus Memo _ 04.19.16 | 3/1/2017 | Backup Material |
| Info from Kaye Gillespie - Chapter 10_Animals | 3/1/2017 | Backup Material |
| Info from Kaye Gillespie - Ltr from Brenda Reeves | 3/3/2017 | Backup Material |
| Info from Kay Gillespie - Ltr from Elizabeth Holtz | 3/3/2017 | Backup Material |

Sec. 10-78. - Feral cat trap-neuter-return (TNR) program.

The Finney County Humane Society (humane society) is hereby authorized to conduct a feral cat trap-neuter-return program (TNR program) in the city in the following manner:

- (a) Definitions. For the purposes of this section, the following terms are hereby defined as follows:
 - (1) Caregiver means a person who is registered with the humane society to provide assistance with the TNR program through the provision of food and shelter for feral cats while at large in the city, and through providing accommodations and assistance in the trapping and return of feral cats.
 - (2) Garden City Police Department (GCPD) law enforcement officer shall include any member of the GCPD designated as an animal control officer.
 - (3) Ear-tip means a mark identifying a feral cat as having been trapped, sterilized, vaccinated and returned through the TNR program, specifically by the removal of approximately three-eighths of an inch off the tip of the cat's left ear in a straight line.
 - (4) Feral cat means a cat that has no apparent owner and is at large, free-roaming in the city.
- (b) The TNR program shall be carried out in the following manner:
 - (1) The humane society shall recruit caregivers in selected portions of the city who are willing to provide assistance on the caregiver's property to provide food and care for feral cats, to assist the humane society in humanely trapping cats on the caregiver's property for the purposes of the TNR program, and to permit the humane society to release feral cats back onto the caregiver's property. No caregiver may possess, keep, or harbor more feral cats on the caregiver's property than is allowed by City Code of Ordinances (City Code), section 10-76.
 - (2) The caregivers must agree in writing, as a condition of participation in the TNR program, to abide by all of the requirements and regulations of the TNR program as approved by this section, and to follow the direction of the humane society as to best practices so as to minimize as much as reasonably possible the creation or maintenance of any nuisance or unsanitary conditions, and to minimize impacts upon nearby property owners and residents. Under no circumstances may a caregiver maintain its property in a manner that creates a nuisance, unsanitary conditions, or interferes with the use and enjoyment of adjacent properties. The humane society shall have the complete right and discretion in the selection of caregivers into the TNR program and in the discharge or discontinuance of any caregiver from the TNR

program; provided, however, that the humane society shall not utilize any caregiver who is or has become disqualified from participation by virtue of the provisions of subsections (b)(8)c. and d. below.

- (3) Before being released, captured feral cats shall be medically evaluated and treated, sterilized, vaccinated and ear-tipped. Previously captured and released feral cats which have been re-captured may be immediately released unless they are in need of medical care or need to be re-vaccinated. The humane society shall have complete discretion to make the following decisions as an alternative to the release of a captured feral cat:
 - a. To euthanize or otherwise humanely dispose of a feral cat deemed too ill or injured, or deemed to be too dangerous to be released; or
 - b. To retain for adoption a feral cat deemed appropriately domesticated or capable of domestication.
- (4) If a GCPD law enforcement officer in the exercise of his or her lawful authority determines that a cat in the possession of a caregiver or the humane society should be impounded as provided under the City Code, then the further handling of such cat shall be subject to the lawful orders and directions issued pursuant to City Code.
- (5) Should it be determined by the humane society that a captured cat is a domesticated cat owned by an identifiable person, the humane society may return the cat to its owner; provided, however, the humane society shall report the same, including the name and address of the owner(s), to the GCPD's animal control officer.
- (6) The humane society shall create and maintain a registry of all feral cats which have been captured and then released, which registry shall include a photograph of the feral cat and other identifying information, the date and place of capture, the date of sterilization and vaccination, the date and place of release, and such other information as the humane society deems appropriate and useful for the program. Such registry shall be available at all reasonable times for inspection by the GCPD.
- (7) The humane society shall maintain a registry of the name, current address and other contact information of each caregiver participating in the TNR program, which registry shall be available at all reasonable times for inspection by the GCPD. The humane society shall give prompt notification to the GCPD of each person who is added to the caregiver registry, and shall likewise give prompt notification of the removal of any person from such registry.
- (8) The humane society shall promptly remove from the caregiver registry and discontinue participation by any person who:

- a. Voluntarily withdraws from the TNR program;
 - b. Is removed by the humane society from the TNR program for such reasons as the humane society deems appropriate;
 - c. Is removed by the humane society from the TNR program at the request and direction of the GCPD for failure to abide by requirements and regulations of the TNR program as approved by this section; or
 - d. Is disqualified from participation in the TNR program due to the conviction of such person in the city municipal court for a violation of chapter 10 of the City Code.
- (9) The humane society shall be responsible for all costs and expenses associated with the TNR program.
- (10) The humane society shall prepare such reports to the city governing body as may be requested from time to time to enable the governing body to evaluate the effectiveness of the TNR program.

(Ord. No. 2723-2016, § 1, 4-19-16)

Editor's note— Ord. No. 2723-2016, § 1, adopted Apr. 19, 2016, did not specifically amend the Code and has been codified as herein set out in § 10-78 at the editor's discretion.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: April 19, 2016
RE: Feral Cat Trap-Neuter-Return Program

ISSUE:

The Governing Body is asked to consider a Feral Cat Trap-Neuter-Release Program.

Ord. No. ____-2016, an ordinance establishing a feral cat trap-neuter-return program in the City of Garden City, Kansas.

BACKGROUND:

As a result of a proposal from the Finney County Humane Society (Humane Society), an ordinance has been drafted to provide for the creation of a Feral Cat Trap-Neuter-Return Program (TNR Program) in the City of Garden City, Kansas (City). The TNR Program would be totally run by the Humane Society. The Humane Society would be responsible for all costs and expenses associated with the TNR Program.

As the ordinance is currently drafted, it only addresses feral cats, and not other cats which might be taken in possession by the Garden City Police Department (GCPD) Animal Control Officer.

The proposed TNR Program would allow the Humane Society to trap feral cats. The cats would be neutered, vaccinated, and ear-tipped. The feral cats would then be released back onto a Caregiver's property. No Caregiver would be allowed to maintain more than three (3) cats on the Caregiver's property, consistent with Code Section 10-76. Further, a Caregiver would not be allowed to maintain his or her property in a manner that was a nuisance or created an unsanitary condition.

ALTERNATIVES:

The alternatives available to the Governing Body are as follows:

1. Approve the ordinance as drafted.
2. Direct staff to consider other alternatives for the TNR Program.
3. Choose not to establish a TNR Program at the present time.

RECOMMENDATION:

Staff has no recommendation for the Governing Body.

FISCAL NOTE:

There does not appear to be a fiscal impact on the City to create the TNR Program.

ATTACHMENTS:

| Description | Upload Date | Type |
|-------------------------------|-------------|-----------------|
| Feral Cat TNR Ordinance Draft | 4/13/2016 | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------------|---------------|----------|----------------------|
| Police Chief | Utz, Mike | Approved | 4/13/2016 - 11:55 AM |
| Finance Director | Hitz, Melinda | Approved | 4/13/2016 - 3:24 PM |
| City Manager | Allen, Matt | Approved | 4/14/2016 - 12:51 PM |

Garden City, Kansas

Chapter 10 - ANIMALS

ARTICLE I. - IN GENERAL

Sec. 10-1. - Penalty.

Except as otherwise provided in this chapter a violation of any of the provisions of this chapter is a class C offense, punishable as provided in section 1-8.

Sec. 10-2. - Interference with duties of animal control officer.

It shall be unlawful for any person to interfere with, obstruct, hinder, resist, or oppose any animal control officer authorized by the police department in the discharge of any official duty associated with the enforcement of any section or article of this chapter. It shall be considered a violation of this section if a person refuses to relinquish possession of an animal to the police department, upon request of an animal control officer, if the request is based upon an alleged violation of any article or section of this chapter.

Sec. 10-3. - Slaughtering of animals in city.

It shall be unlawful to slaughter or butcher a domestic or wild animal within the city. This prohibition shall apply whether the animal was alive at the time of the act within the city or whether the animal was dead upon being brought into the city. This section shall not apply to commercial slaughterhouses now located or existing within the city, to areas appropriately zoned for slaughter facilities within the city pursuant to the zoning ordinance of the city, or to game birds or fish legally harvested pursuant to state law.

ARTICLE II. - LIVESTOCK AND FOWL

Sec. 10-31. - Animal regulations.

- (a) It shall be unlawful for the owner or the keeper or persons in charge of any horse, mule, jack, hog, sheep, goat or any other animal belonging to the class called neat willfully to allow or permit the same to be or to run at large within the city or to be herded upon the streets, alleys or public grounds of the city or to graze thereon or to be picketed upon any private grounds in the city in such a manner as to allow any such animals to be upon any street, alley or public ground of the city.
- (b) It shall be unlawful for any person to keep within the city any animal named in this section on any lot or in any enclosure or building located within 100 feet of the dwelling of any person other than the keeper of such animal; provided that the keeping of such animal shall not be or become a nuisance.

Sec. 10-32. - Fowl regulations.

- (a) It shall be unlawful for any person to suffer or permit any chickens, turkeys, ducks, geese, guinea fowl or other domestic fowl owned by or in the charge or control of such person to

run or be at large within the limits of the city upon the public streets, ways or grounds of the city or upon the premises of other persons.

- (b) It shall be unlawful for any person to keep within the city any fowl named in this section on any lot or in any enclosure or building located within 100 feet of the dwelling of any person other than the keeper of such fowl; provided that the keeping of such fowl shall not be or become a nuisance; provided, further, that the keeping of any fowl which does not comply with the requirements of this section shall be ceased by a date not later than July 1, 1990.

Sec. 10-33. - Taking up animals and fowl; disposition.

When any of the animals or fowl named in sections 10-31 and 10-32 above shall be found at large in the city and not under the control of the owner or keeper thereof, it shall be the duty of the chief of police to take up such animals or fowl and keep the same in a safe place temporarily until the owner or keeper thereof may be found. The officer of the city shall make diligent inquiries for the owners or keepers of any such animals or fowl and shall return the same to the person lawfully entitled thereto when ascertained; provided that the city shall be entitled to receive from any such person the actual cost of feeding and keeping of any animal or fowl taken up hereunder, and it shall be the duty of any officer of the city having charge of such animal or fowl to keep an account of the cost incurred thereby and to report the same to the city manager; provided, further, that when any animal or fowl taken up which shall be a stray and whose owner is not known in the community or whose owner cannot be found, the animal or fowl shall be disposed of as provided by law.

ARTICLE III. - ANIMAL CONTROL

DIVISION 1. - GENERALLY

Sec. 10-61. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bite means any actual or suspected abrasion, scratch, puncture, tear, bruise or piercing of the skin caused by any animal, and which bite is commonly or may reasonably be presumed to be contaminated or inoculated with the saliva from the animal, directly or indirectly, regardless of the health of the animal causing such bite.

Commercial cattery means any properly zoned premises where there is being maintained or harbored a total of more than three cats over the age of five months for the purpose of sale, commercial boarding, breeding and training except veterinary hospitals or licensed pet shops.

Commercial kennel means any properly zoned premises where there is being maintained or harbored a total of more than two dogs over the age of five months for the purposes of sale, commercial boarding, breeding and training except veterinary hospitals or licensed pet shops.

Competent person means a human being that is capable of controlling and governing the animal in question and to whose command the animal is obedient.

Guard dog means any professionally trained dog intended to attack intruders.

Harboring means any person who shall allow any animal to habitually remain or lodge or to be fed within such person's home, store, yard, enclosure or place of business or any other premises in which such person resides or controls shall be considered as keeping and harboring such animal within the meaning of this article.

Pet shop means any business licensed by the city that deals in the buying and selling of animals to the public.

Supervised means any animal shall be deemed supervised when the owner or custodian of an animal must be able to see or have reasonable knowledge of the location and behavior of the animal and be capable of demonstrating control over the animal to the animal control officer or a duly appointed officer upon request.

Veterinary hospital means a domestic animal hospital operated by a doctor of veterinary medicine licensed by the state.

Waste or wastes means excrement or the body discharge of all domestic animals, spilled feed or unconsumed feed.

Sec. 10-62. - Penalty.

Except as otherwise provided in this article, a violation of any of the provisions of this article is a class C offense, punishable as provided in section 1-8.

Sec. 10-63. - Compliance with article.

No person shall own, keep or harbor any dog or dogs, cat or cats, regardless of age, within the city, except in compliance with and subject to the provisions hereinafter stated.

Sec. 10-64. - Visiting animals.

The provisions of this article with respect to registration shall not apply to any animal owned by any person temporarily remaining within the city for less than 30 days, or any animal brought into the city for bench or show purposes, or hunting dogs brought in the city for less than 30 days; providing the animals have been duly licensed elsewhere. Such animals shall be kept under strict supervision of the owner. It shall be unlawful to bring any animal into the city which does not comply with the laws of the state regarding the handling and importation of animals. All animals brought into the city shall comply with rabies vaccination requirements. If such animal remains more than 30 days, the animals shall be registered in accordance with the provisions of this article.

Sec. 10-65. - Animal bite violations.

- (a) No person who owns, possesses, harbors or otherwise exercises control over any animal shall permit or allow the animal to attack or bite any person or domestic animal.
- (b) Any person who owns, possesses, harbors or otherwise exercises control over an animal that has bitten a person or domestic animal shall comply with the impoundment requirements of section 10-66(b).

- (c) For purposes of this section, the word "permit" shall mean allow or let happen. Knowledge or intention on the part of the person who owns, possesses, harbors or otherwise exercises control over the animal shall not be elements of this offense.
- (d) The provisions of this section shall not apply to any law enforcement officer who uses an animal while engaged in law enforcement activities, nor to any owner, keeper or harbinger of any animal which attacks or bites a person engaged in physically attacking or striking such owner, possessor, or harbinger.

Sec. 10-66. - Rabies; biting of persons or other animals.

- (a) Whenever the owner, keeper or harbinger of any dog, cat or other animal shall observe that such animal has rabies, or when such animal acts in a manner that would indicate the symptoms of rabies, such owner, keeper or harbinger shall deliver such animal to a veterinarian or to the animal shelter operated by the city or its licensee for impounding and quarantine for a period of not less than ten days to determine if such animal is infected with rabies. No such animal shall be released from such animal shelter until all veterinarian fees and impounding fees, as hereinafter provided, have been paid.
- (b) Whenever it is shown that any animal has bitten any person, the owner, keeper or harbinger of such animal shall, upon order of the police department, deliver the animal to a veterinarian or to the animal shelter operated by the city or its licensee for impounding and quarantine for a period of not less than ten days to determine if such animal is suffering from rabies; provided that if the owner, keeper or harbinger of such animal shall fail or refuse to voluntarily deliver such animal to a veterinarian or to such animal shelter, then such animal shall be taken up by the police department and impounded in the animal shelter for a period of not less than ten days to determine if the animal is suffering from rabies. No such animal shall be released from the animal shelter until all veterinarian fees and impounding fees, as hereinafter provided, have been paid.
- (c) Whenever any animal shall be bitten by another animal having rabies, the owner, keeper or harbinger of such animal so bitten shall, upon being informed thereof, either destroy in a humane way the animal or place the animal in the care of a veterinarian or in the animal shelter operated by the city or its licensee for a period of not less than ten days for the purpose of determining whether such animal is infected with rabies. No such animal shall be released from the animal shelter until all veterinarian fees and impounding fees, as hereinafter provided, have been paid.
- (d) If an animal is impounded at the city animal shelter, it shall be examined by a state-licensed veterinarian both immediately before and after impoundment.
- (e) If an animal is determined by such veterinarian to be vicious, it shall be euthanized or otherwise disposed of by order of the chief of police.

Sec. 10-67. - Noisy dogs and animals.

- (a) It shall be unlawful for any person to knowingly keep or harbor any dog or animal which habitually barks, howls or yelps or any cat or animal which habitually cries or howls to the discomfort of the peace and quiet of the neighborhood or in such manner to materially

disturb or annoy persons in the neighborhood who are of ordinary sensibilities. Such dogs, cats and animals are hereby declared to be a public nuisance.

- (b) Whenever any person shall complain to the police department that a dog, cat or animal which habitually barks, howls, yelps or cries is being kept by any person in the city, the police department shall notify the owner of the dog, cat or animal that a complaint has been received and that the person should take whatever steps are necessary to alleviate the noise.
- (c) If the warning given to the person alleged to be keeping the dog, cat or animal causing the complained-of noise is ineffective, then a verified complaint may be presented to the police department alleging that a dog, cat or animal who habitually barks, howls, yelps or cries is being kept by any person within the city. The police department shall inform the owner of such dog, cat or animal that a complaint has been received and shall cite the owner of the dog, cat or animal for violation of this section.

Sec. 10-69. - Dogs at large prohibited.

- (a) It shall be unlawful for any dog to run at large within the city. Any dog within the city while off the premises of the owner or harborer shall be considered for the purpose of this article to be running at large, with the exception of the following:
 - (1) It is controlled by a line or leash not more than 15 feet in length when such line or leash is held by a competent person;
 - (2) When at "heel" (as defined by the American Kennel Club) of a competent person;
 - (3) When within a vehicle being driven, parked or stopped, and the dog must be restrained so the animal cannot reach out past the boundaries of the vehicle;
 - (4) When under supervised competition, exhibition, or training for hunting, herding, or dog show trials.
- (b) This section shall not be a defense for a person with an animal that might interfere with public safety.

Sec. 10-70. - Animals damaging property of others.

It shall be unlawful for any person to permit an animal to do damage to public or private property. If the owner, keeper or harborer is adjudged guilty for violation of this section, the court may, in addition to the penalty provided in this article, order disposition or destruction of the offending animal as it may deem reasonable and proper pursuant to the procedure set forth in section 10-133.

Sec. 10-71. - Female animals in season.

No person owning or harboring a female animal in season shall house such animal in a way which results in attracting other animals to linger about the premises or cause a nuisance.

Sec. 10-72. - Illegal to abandon animals.

No person shall willfully abandon or leave an animal within the corporate limits of the city.
This section does not apply to people carrying out Trap-Neuter-Return.

Sec. 10-73. - Entering buildings prohibited.

No animal shall be allowed to enter any theater, store, motel, hotel or other public building in the city, whether accompanied by its owner or person in charge except as follows:

- (1) Express consent by owner, manager, or individual in charge, unless regulated by state statute.
- (2) In the case of any of the following:
 - a. A totally or partially blind person who has charge of and is accompanied by a guide dog especially trained for the purpose.
 - b. A hearing impaired person who has charge of and is accompanied by a hearing assistance dog especially trained for hearing assistance.
 - c. A person with a physical disability who has charge of and is accompanied by a service dog, especially trained and certified for the purpose, which shall include pulling a wheelchair, opening doors and picking up objects.
 - d. A trainer, from a recognized training center, of a guide dog, hearing assistance dog or service dog, while engaged in the training of such dog.
- (3) A pet shop or related business.

Sec. 10-74. - Imported animals; resale.

It shall be unlawful for any person to import animals into the city for the purpose of resale without obtaining from the original owner thereof a notarized certificate showing the date of birth of such animal, and the name and address of the original owner, and a health certificate from a licensed veterinarian, which certificate shall be transferred to the purchaser of such animal from the importer or person reselling the same. It shall be unlawful to sell any imported animal unless the same has first been inoculated against rabies and a certificate of vaccination issued.

Sec. 10-75. - Fouling the public way or private property.

An owner or person having custody of any dog or other animal shall not permit such animal to defecate on any school ground, public street, alley, sidewalk, tree bank, park or any public grounds or any private property within the city, other than the premises of the owner or the person having custody of such animal, unless such defecation is removed immediately. It shall be unlawful for any person to cause or permit the waste products of a dog or other animal to accumulate on property, whether public or private regardless of ownership, in such a manner that the waste accumulation exudes an offensive odor or otherwise poses a health threat to the public.

Sec. 10-76. - Number of dogs and cats allowed.

- (a) It shall be unlawful for any person to possess, keep or harbor, or allow to be possessed, kept or harbored, in or at a single family residence or individual unit in a multi-family residence, or any other structure or residence, regardless of ownership of the animals, more than two dogs or three cats with the exception that a litter of pups or a litter of kittens or a portion of a litter may be kept for a period of time not exceeding five months from birth. A person may

keep a combination of not more than two dogs and no more than three cats. Any person who lawfully owned more than two dogs or three cats or any combination thereof prior to November 28, 1994, may retain their animals; provided, however, that if for any reason an animal is lost, sold, given away, or dies, and there still remains more than two dogs or three cats or any combination thereof, there can be no replacement of the lost, sold, given, or deceased animal. This section shall not apply to premises which have been licensed as a commercial cattery or commercial kennel as provided in this chapter.

- (b) A separate offense shall be deemed committed on each day during or on which a violation occurs or continues. Each dog or cat kept in excess of the limits set forth in this section shall be deemed to be a separate offense. In addition to any fine which might be imposed, the court may also order the immediate impoundment and destruction of each and every dog or cat being kept in excess of the limit established in this section. Upon order of the court, the police department may seize and impound all dogs and cats kept in excess of this section and thereafter, proceed to destroy each animal kept in violation of this section.
- (c) The procedures and requirements set forth in division 3 of this article shall not apply to **community cats or** animals ordered to be impounded and destroyed under this section.

Sec. 10-77. - Guard dogs.

No person shall leave any guard dog unattended in any place in or out of any building unless a warning sign has been placed in a clearly visible location at the premises, located so that it can be seen by any person before entering the place to which the dog has access and warning that a guard dog is present. No guard dog shall be left unattended in any place except inside a building or out of doors in a fenced yard with a fence adequate to prevent the dog from leaving the yard and with a minimum height of six feet on all sides.

Sec. 10-78. - Feral cat trap-neuter-return (TNR) program.

The Finney County Humane Society (humane society) is hereby authorized to conduct a feral cat trap-neuter-return program (TNR program) in the city in the following manner:

- (a) *Definitions.* For the purposes of this section, the following terms are hereby defined as follows:
 - (1) *Caregiver* means a person who ~~is registered with the humane society to provide~~ assistance with the TNR program through the provision of food and shelter for feral cats while at large in the city, and through providing accommodations and assistance in the trapping and return of feral cats.
Feral cat caregiver means a person, who in accordance with Trap-Neuter Return, provides care, including food, shelter, or medical care to a feral cat, while not being considered the owner, harbinger, controller, custodian or keeper of a feral cat.
 - (2) *Garden City Police Department (GCPD) law enforcement officer* shall include any member of the GCPD designated as an animal control officer.
 - (3) *Ear-tip* means a mark identifying a feral cat as having been trapped, sterilized, vaccinated and returned through the TNR program, specifically by the removal of

approximately three-eighths of an inch off the tip of the cat's left ear in a straight line.

- (4) *Feral cat* means a cat that has no apparent owner and is at large, free-roaming in the city.

Trap-Neuter-Return means the process of humanely trapping, sterilizing, vaccinating for rabies, ear-tipping, and returning feral cats to their original location.

- (b) The TNR program shall be carried out in the following manner:

- ~~(1) The humane society shall recruit caregivers in selected portions of the city who are willing to provide assistance on the caregiver's property to provide food and care for feral cats, to assist the humane society in humanely trapping cats on the caregiver's property for the purposes of the TNR program, and to permit the humane society to release feral cats back onto the caregiver's property. No caregiver may possess, keep, or harbor more feral cats on the caregiver's property than is allowed by City Code of Ordinances (City Code), section 10-76.~~
- ~~(2) The caregivers must agree in writing, as a condition of participation in the TNR program, to abide by all of the requirements and regulations of the TNR program as approved by this section, and to follow the direction of the humane society as to best practices so as to minimize as much as reasonably possible the creation or maintenance of any nuisance or unsanitary conditions, and to minimize impacts upon nearby property owners and residents. Under no circumstances may a caregiver maintain its property in a manner that creates a nuisance, unsanitary conditions, or interferes with the use and enjoyment of adjacent properties. The humane society shall have the complete right and discretion in the selection of caregivers into the TNR program and in the discharge or discontinuance of any caregiver from the TNR program; provided, however, that the humane society shall not utilize any caregiver who is or has become disqualified from participation by virtue of the provisions of subsections (b)(8)c. and d. below.~~
- (3) Before being released, captured feral cats shall be medically evaluated and treated, sterilized, vaccinated and ear-tipped. Previously captured and released feral cats which have been re-captured may be immediately released unless they are in need of medical care or need to be re-vaccinated. The humane society shall have complete discretion to make the following decisions as an alternative to the release of a captured feral cat:
- a. To euthanize or otherwise humanely dispose of a feral cat deemed too ill or injured, or deemed to be too dangerous to be released; or
 - b. To retain for adoption a feral cat deemed appropriately domesticated or capable of domestication.
 - c. Feral cats received by the humane society who have not been through the Trap-Neuter-Return process may be sterilized and returned to their original location.**

- (4) If a GCPD law enforcement officer in the exercise of his or her lawful authority determines that a cat in the possession of a caregiver or the humane society should be impounded as provided under the City Code, then the further handling of such cat shall be subject to the lawful orders and directions issued pursuant to City Code.
- (5) Should it be determined by the humane society that a captured cat is a domesticated cat owned by an identifiable person, the humane society may return the cat to its owner; provided, however, the humane society shall report the same, including the name and address of the owner(s), to the GCPD's animal control officer.
- ~~(6) The humane society shall create and maintain a registry of all feral cats which have been captured and then released, which registry shall include a photograph of the feral cat and other identifying information, the date and place of capture, the date of sterilization and vaccination, the date and place of release, and such other information as the humane society deems appropriate and useful for the program. Such registry shall be available at all reasonable times for inspection by the GCPD.~~
- ~~(7) The humane society shall maintain a registry of the name, current address and other contact information of each caregiver participating in the TNR program, which registry shall be available at all reasonable times for inspection by the GCPD. The humane society shall give prompt notification to the GCPD of each person who is added to the caregiver registry, and shall likewise give prompt notification of the removal of any person from such registry.~~
- ~~(8) The humane society shall promptly remove from the caregiver registry and discontinue participation by any person who:
 - a. Voluntarily withdraws from the TNR program;
 - b. Is removed by the humane society from the TNR program for such reasons as the humane society deems appropriate;
 - c. Is removed by the humane society from the TNR program at the request and direction of the GCPD for failure to abide by requirements and regulations of the TNR program as approved by this section; or
 - d. Is disqualified from participation in the TNR program due to the conviction of such person in the city municipal court for a violation of chapter 10 of the City Code.~~
- (9) The humane society shall be responsible for all costs and expenses associated with the TNR program.
- (10) The humane society shall prepare such reports to the city governing body as may be requested from time to time to enable the governing body to evaluate the effectiveness of the TNR program.

DIVISION 2. - REGISTRATION OF DOGS AND CATS

Sec. 10-101. - Failure to pay tax or register.

It shall be unlawful for any owner, keeper or harbinger of any dog or cat to fail, refuse or neglect to pay the tax provided in this division, or fail, refuse or neglect to cause such dog or cat to be registered by the city clerk. **This section shall not apply to feral cats.**

Sec. 10-102. - Annual registration; tax.

All dogs and cats over the age of four months kept or harbored within the city shall be annually registered with the city clerk by the owner, keeper or harbinger thereof at the time of the payment of the tax hereinafter imposed. There is hereby imposed upon such owner, keeper or harbinger thereof an annual tax in the amount established in section 42-71; provided that any person paying the tax for a spayed female or a neutered male shall present to the city clerk a certificate from an accredited veterinarian to the effect that such animal has been spayed or neutered.

Sec. 10-103. - Rabies vaccination required.

At the time of registration and payment of the tax provided for in section 10-102, there shall be presented to the city clerk a certificate from a licensed veterinarian that any dog or cat so registered has been vaccinated for rabies within a time period and in a manner accepted by the veterinary profession. The frequency and type of vaccination shall be as prescribed by a licensed veterinarian.

Sec. 10-104. - Exception to vaccinate.

An animal is exempt from the requirement for rabies vaccination only if the owner can exhibit a certificate issued within the last ten months by a state-licensed veterinarian that the vaccination would be injurious to the animal.

Sec. 10-105. - City records; receipt, tag to owner.

Upon the payment of the tax provided for in section 10-102, the city clerk shall register in a book kept for that purpose the name, breed, color and sex of the dog or cat and any distinguishing characteristics, markings, tattoos, age and approximate size by height of such animal. When the tax is paid and registration information given, the city clerk shall execute a duplicate receipt and deliver the original receipt to the taxpayer and retain the duplicate, unless such person pays by check, in which case the cancelled check shall serve as such person's receipt. The city clerk shall also deliver to the taxpayer a suitable metallic or other permanent tag on which shall be cast or stamped the number of such tag and the year issued, which tag number shall correspond with the registration receipt number.

Sec. 10-106. - Lost tag.

Whenever it shall be made to appear to the satisfaction of the city clerk that any tag has become lost, the city clerk shall upon the presentation of the certificate issued for such animal and the payment of the sum established in section 42-72, issue a duplicate for such lost tag.

Sec. 10-107. - Tag to be affixed to animal's collar.

The owner, keeper or harbinger shall cause the tag furnished by the city clerk to be affixed to the collar of the animal upon which the tax is paid in such a manner that the tag can be easily

seen by the officers of the city, and the owner, keeper or harborer shall see that the tag is constantly worn by such animal.

DIVISION 3. - IMPOUNDMENT

Sec. 10-131. - Untagged animals; disposition.

It shall be the duty of the person with police authority of the city and any person specially appointed by the city manager as animal control officer to take into custody and impound all animals found in the city not provided with or wearing the animal tag for the current year as provided for in this article. All such animals shall be placed in an animal shelter operated by the city or its licensee; and after 72 hours from the time of such taking up, if no person has appeared to claim such animal and paid the costs as hereafter provided in connection with the taking up and impounding of such animal, the city or its licensee may destroy such animal, or the city or its licensee shall deal with the animal as it would any other abandoned animal. The procedure for impoundment and disposal of vicious dogs is set forth in article IV of this chapter. **This section shall not apply to feral cats.**

Sec. 10-132. - Animals at large—Disposition.

It shall be the duty of the officers of the city, or any person specially appointed by the city manager as animal control officer, to capture or take into custody and impound all animals running at large within the city. All animals captured or taken into custody while running at large within the city shall be impounded and disposed of as provided by this division. **This section shall not apply to feral cats.**

Sec. 10-133. - Same—Procedure.

- (a) As soon after the impounding of any animal, except a vicious dog, as may be reasonably possible, the animal control officer shall maintain and also furnish to the chief of police a complete description and tattoo number of each animal held in custody at the animal shelter, together with information concerning the time and place of capture or impoundment and the time limit within which such animal may be redeemed by the owner. This required information shall be maintained within the police department in such a manner as to be available in response to personal or telephonic requests.
- (b) If any animal which has been impounded shall have been registered as required in section 10-102 and is wearing a tag for the current registration year, the owner of any such animal or the keeper or harborer thereof, as shown by the records in the office of the city clerk, shall be notified of the impounding of such animal; furthermore, the owner, keeper or harborer of such animal shall be notified by the person charged with the duty of destroying such animal of the intent to destroy such animal or the intent to place such dog in a new home at least 24 hours before such dog is destroyed or placed in a new home, which notice may be given personally, by telephone or by registered mail with return receipt; and for such purposes, the

depositing of a letter containing such notice in the city post office, 72 hours, excluding Saturdays, Sundays and holidays, prior to the disposition of such animal, addressed to the owner, keeper or harborer thereof, postage prepaid, at such person's last address as shown by the animal registration records in the office of the city clerk, shall be deemed sufficient notice.

- (c) Mad animals or animals which any officer of the city, including the duly appointed animal control officer may have reasonable grounds for believing to be mad, or any animals which are in such physical condition because of injuries, wounds or sickness as to indicate that such injuries or sickness would result in imminent death, may be humanely disposed of without the necessity of impounding or attempting to impound such animal and without giving notice provided herein prior to disposition.
- (d) If such destroyed animals wear current registration tags issued by the city, the chief of police, upon receiving notice of the disposition of any such animal shall advise or attempt to advise the registered owner as reflected by animal registration records in the office of the city clerk.

Sec. 10-134. - Redemption of impounded animals.

- (a) Any person who desires to redeem an animal which has been impounded shall pay to the city clerk the amount of the unpaid animal tax, if the same is owing and unpaid, or produce a receipt from the city clerk showing that the tax on such animal has been paid for the current year. In addition to the payment of such tax, such person shall pay to the city or its licensee a reasonable fee for the care and maintenance of any animal that has been impounded, such fee to be based upon the length of time such animal has been impounded, plus any veterinarian care. All such impoundment fees shall be calculated on each 24-hour period of impoundment or fraction thereof; provided that each unneutered animal to be released to a new home or new owner at the expiration of the prescribed impoundment period shall be neutered at the expense of the new owner prior to release. A fee of not more than the average boarding fee charged by the local kennels will be charged as an impoundment fee for each 24-hour period of impoundment or fraction thereof.
- (b) If an animal has not been claimed within 72 hours after impoundment, it shall be deemed to be an abandoned animal. An abandoned animal may be adopted provided that the person wishing to adopt the animal fulfills the following requirements:
 - (1) Pay an adoption fee of \$10.00, in lieu of accrued impoundment;
 - (2) Present a receipt showing that any required rabies vaccination has been paid for the animal from a local, state licensed veterinarian;
 - (3) Pay for a city license if required;
 - (4) In the case of an impounded dog or cat, present a receipt of payment to the animal control officer showing that a spay or neuter operation for the animal has been arranged with a local, state licensed veterinarian;
 - (5) In the case of an impounded dog or cat, agree, in writing, that the animal will be duly vaccinated and presented to the veterinarian for neutering as soon as it is recommended by the veterinarian.

- (c) Any portions of subsections (b)(2), (3), (4) or (5) of this section may be waived, provided adequate proof is presented to the animal control officer that the animal to be adopted has a current rabies vaccination, is registered with the city, or is already spayed or neutered.

DIVISION 4. - COMMERCIAL KENNELS AND CATTERIES*

Sec. 10-156. - Commercial kennel registration.

Any person having more than four dogs over the age of five months shall pay a yearly commercial kennel registration fee in the amount established in section 42-73 by May 1 of each year. The kennel registration license shall be presentable on demand.

Sec. 10-157. - Cattery registration.

Any person maintaining a cattery shall be required to register with the city yearly at a fee in the amount established in section 42-74 by May 1 of each year. The cattery license shall be presentable on demand.

Sec. 10-158. - Commercial kennel or cattery; nuisance.

If either a commercial cattery or commercial kennel is found to be a nuisance twice within a 12-month period involving complaints from at least two separate households or individuals, the commercial kennel or cattery license shall be revoked by the governing body for not more than three years nor less than one year.

ARTICLE IV. - VICIOUS DOGS

Sec. 10-186. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Owner means any person keeping, possessing, harboring or having the care or custody of a dog.

Vicious dog means any dog:

- (1) With a known propensity, tendency, or disposition to attack without provocation, to cause injury or to otherwise threaten the safety of human beings or domestic animals;
- (2) Which, without provocation, has attacked or bitten a human being or domestic animal;
or
- (3) Owned or harbored primarily or in part for the purpose of dogfighting, or any dog trained for dogfighting.

Sec. 10-187. - Penalty.

Except as otherwise provided in this article, a violation of any of the provisions of this article is a class C offense, punishable as provided in section 1-8. In addition to any fine which might be imposed, the court may also order the immediate impoundment and/or destruction of a vicious dog, upon a finding that an owner of a vicious dog is in violation of any provision of this article.

Sec. 10-188. - Exemptions.

This article shall not apply to dogs used by a police department or law enforcement agency.

Sec. 10-189. - Declaration of unlawful act.

It shall be unlawful for the owner of a vicious dog to keep or maintain a vicious dog in the city, unless the owner is in compliance with the requirements of section 10-190. If a dog commits one of the defined acts in subsections (2) or (4) of the definition of vicious dog in section 10-186, such shall be considered noncompliance with the requirements of section 10-190, and the owner shall be declared to be unlawfully keeping or maintaining a vicious dog, in violation of this section.

Sec. 10-190. - Requirements for keeping.

The owner of a vicious dog shall be subject to the following requirements:

- (1) *Confinement.* All vicious dogs shall be securely confined indoors or in an enclosed and locked pen or structure upon the premises of the owner. The pen or structure must have minimum dimensions of five feet by ten feet and must have secure sides and a secure top attached to the sides. If no bottom is secured to the sides, the sides must be embedded into the ground no less than two feet. All pens or structures must be adequately lighted and kept clean and sanitary. The enclosure must also protect the dog from the elements.
- (2) *Leash and muzzle.* The owner of a vicious dog shall not allow the dog to go outside its kennel, pen, or structure unless the dog is muzzled, restrained by a chain or leash not more than four feet in length, and under the physical control of a person. The muzzle must not cause injury to the dog or interfere with its vision or respiration but must prevent the dog from biting any human or animal.
- (3) *Signs.* The owner of a vicious dog shall display in a prominent place on the owner's premises a clearly visible warning sign indicating that there is a vicious dog on the premises. The sign must be readable from the public highway, street, or thoroughfare. The owner shall also display a sign with a symbol warning children of the presence of a vicious dog. Similar signs shall be posted on the dog's kennel, pen, or enclosed structure.

Sec. 10-191. - Impoundment and destruction.

- (a) The police department may seize and impound a dog when:
 - (1) The dog has attacked, bitten, or injured a human being or domestic animal;

- (2) The dog, without provocation, chases or approaches a person upon the streets, sidewalks or any public or private property in a menacing fashion or apparent attitude of attack;
 - (3) The dog has previously been determined by the judge of the municipal court to be a vicious dog, and the owner has failed to comply with the requirements and conditions for keeping a vicious dog; or
 - (4) The dog poses a threat of serious harm to the public health or safety.
- (b) The police department shall have the authority to immediately destroy a vicious dog which poses a threat of serious harm to public health or safety.
 - (c) Any vicious dog seized by the police department pursuant to subsections (a)(3) or (4) of this section shall be impounded for 72 hours, and thereafter destroyed.
 - (d) The procedures and requirements set forth in article III, division 3 of this chapter concerning impoundment shall not apply to vicious dogs.
 - (e) Any vicious dog impounded by the police department may not be released without a municipal court order authorizing the release.

Sec. 10-192. - Change of status.

The owner of a vicious dog shall notify the police department within two hours if the vicious dog is unconfined and on the loose or has attacked a human being or domestic animal.

Sec. 10-193. - Change of ownership.

If the owner of a vicious dog sells, gives away, or otherwise transfers custody of the vicious dog, the owner shall within three days provide the police department with the name, address, and telephone number of the new owner. The previous owner shall notify the new owner of the dog's designation as a vicious dog and of the requirement and conditions for keeping a vicious dog.

Sec. 10-194. - Dogfighting.

No person shall possess, harbor, or maintain care or custody of any dog for the purpose of dogfighting, nor shall any person train, torment, badger, bait, or use any dog for any reason of causing or encouraging the dog to attack human beings or domestic animals.

ARTICLE V. - WILD OR DANGEROUS ANIMALS

Sec. 10-216. - Penalty.

Except as otherwise provided in this article, a violation of any of the provisions of this article is a class C offense, punishable as provided in section 1-8. Any person violating this article shall, in addition to any other penalty, forfeit, the animal to the police department for destruction or disposition.

Sec. 10-217. - Prohibited—Generally.

To Whom It May Concern,

My name is Brenda Reeve and I'm from Garden City, Kansas. I wrote a letter a while back stating my support for the TNR Program here in Garden City. I can't for the life of me, understand, why ANYONE would NOT support TNR. The studies have proven, over and over again, how amazing this program is for all cities. Why can't our city leaders support this? I'd love to try to understand your reasoning.

This program would now be handled by our Humane Society and they have a proven track record of taking care of feral cats humanely, by spaying and neutering them. They then would return them to the area they were found and thereby stop the breeding in their groups. Correct me if I'm wrong, but isn't it cheaper to have the cats spayed and neutered than it is to kill them. Is taxpayer money being used to kill them? Isn't that more expensive? And if it costs more to kill them, if you are using taxpayer money, why are you wasting my money to do this? To me, it's called common sense!

I have read study, after study, after study, supporting this program. Sure there are a few that don't agree, but the majority is in favor of TNR.

The only reason I can see if someone does not like the TNR program, is if they just don't like cats. Or they just don't want to be bothered with the problem. I think that since the Humane Society is now in charge, the City has nothing to lose in letting this program get started. Let the Humane Society at least have a chance in proving to our fellow citizens, that this program can and WILL work.

If the City does not have an ordinance for TNR, then I truly believe the City needs to put one in place, allowing the Humane Society to run the program.

Sincerely,

Brenda Reeve



July 18, 2016

RE: Trap-Neuter-Return Policies

To Whom It May Concern:

My name is Elizabeth Holtz, Director of Legislative Affairs for Photographers for Animals. I am writing at the request of a Garden City resident to share information about Trap-Neuter-Return best practices. The mission of Photographers for Animals is to inspire positive change on behalf of animals; to support those helping animals; and to document animals and the efforts being made on their behalf. I work with communities interested in Trap-Neuter-Return (TNR), the only effective way to permanently reduce the community cat population.

TNR is widely accepted and endorsed by animal welfare groups, veterinary associations, animal control agencies, and hundreds of cities and countries across the United States. Prominent supporters include the International City/County Management Association, the National Animal Control Association, and the American Association of Feline Practitioners. TNR refers to an animal control management method where community cats are humanely trapped, sterilized, vaccinated against rabies, and eartipped (a small portion of the ear is removed during surgery to indicate the cat has been through the TNR process).

Restrictive TNR ordinances, policies, and agreements actually *decrease* the number of cats that will be spayed/neutered in your community. This is because community cats exist regardless of whether a person signs an agreement or provides care. Community cat caregivers do not create community cat colonies. If caregivers are prohibited from sterilizing cats through TNR or forced to jump through hoops, these colonies will continue to grow. People providing spay/neuter at no cost to the city should be thanked, not regulated. Restrictions only punish Good Samaritans. If TNR is restricted, taxpayers must shoulder the higher animal control costs to address the larger community cat population.

Please support Trap-Neuter-Return by developing positive guidelines in your community.

Thank you for your consideration,



Elizabeth Holtz
Director of Legislative Affairs



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: March 7, 2017
RE: Resolution of Support for Overland Property Group, LLC's Tax Credit Application.

ISSUE:

The Governing Body is asked to consider and approve a resolution declaring support for Overland Property Group's application for tax credits.

1. Resolution No. _____-2017, a resolution expressing support for the construction of affordable multi-family apartment units to be located on an approximately 3 acre site on the west side of Campus Drive, in the City of Garden City, Kansas.

BACKGROUND:

The Overland Property Group is pursuing tax credits for low to moderate income housing. They have decided to develop a fourth phase to their existing apartment complex on North Campus Drive. There are currently six 16-unit buildings. The phase will add two additional 16-unit buildings to their property.

In January of 2015, the City adopted a similar resolution for the third phase of their Reserves at Prairie Ridge project which eventually resulted in the completion of the third phase. The resolution states that, subject to the comprehensive plan, zoning regulations, platting and site plan approval, the building permit review process, and approval of a development agreement, the Governing Body of the City supports the development of affordable housing within the City.

The resolution will be effective for approximately one year expiring on January 31, 2018.

ALTERNATIVES:

1. Elect to adopt the attached resolution.
2. Elect to not adopt the attached resolution.

RECOMMENDATION:

Staff recommends adoption of the resolution.

FISCAL NOTE:

None.

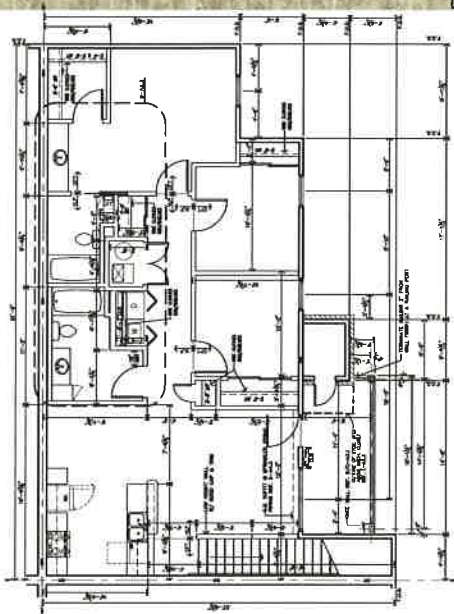
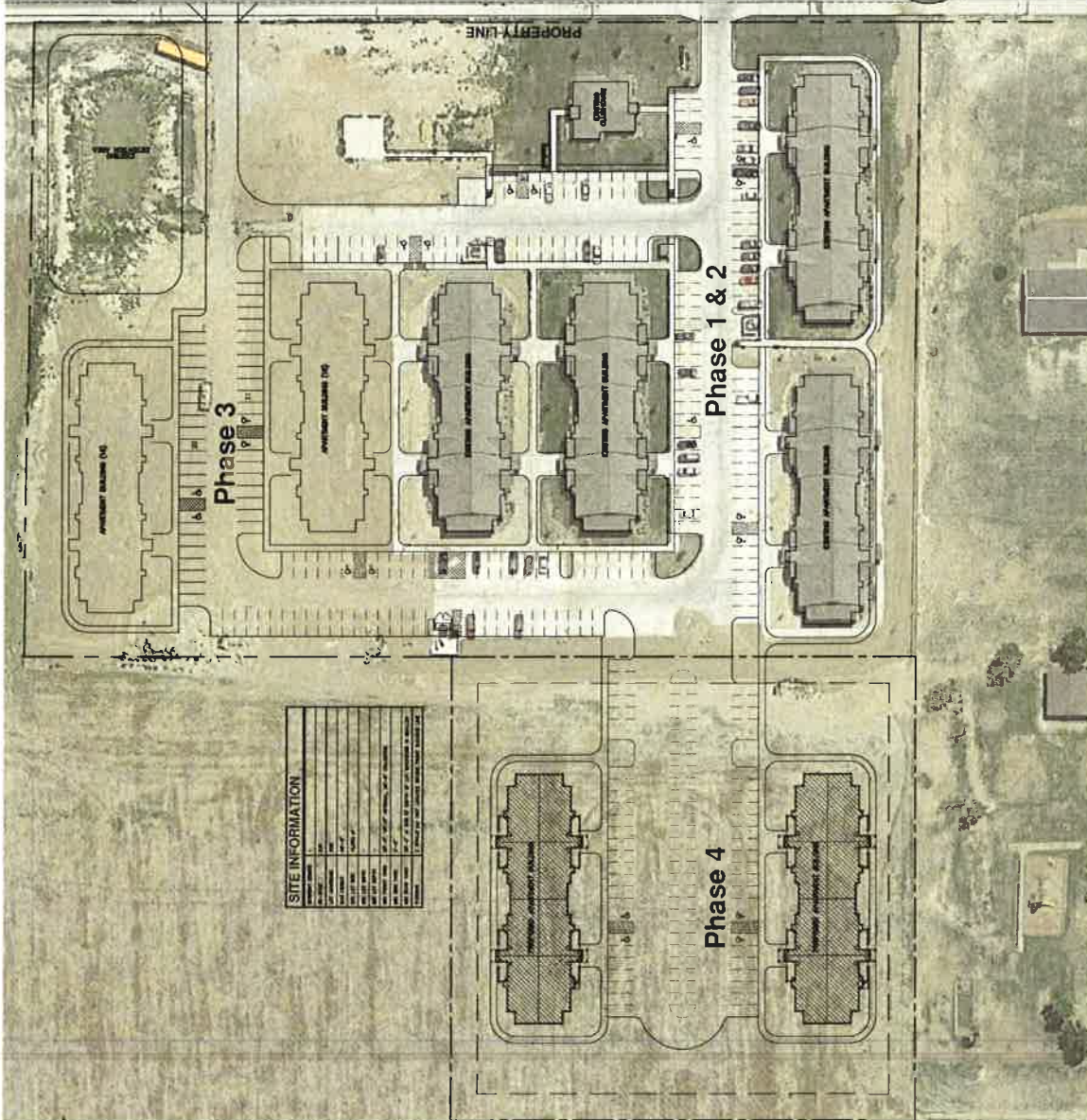
ATTACHMENTS:

| Description | Upload Date | Type |
|----------------------|-------------|-----------------|
| Site Plans - Phase 4 | 2/28/2017 | Backup Material |

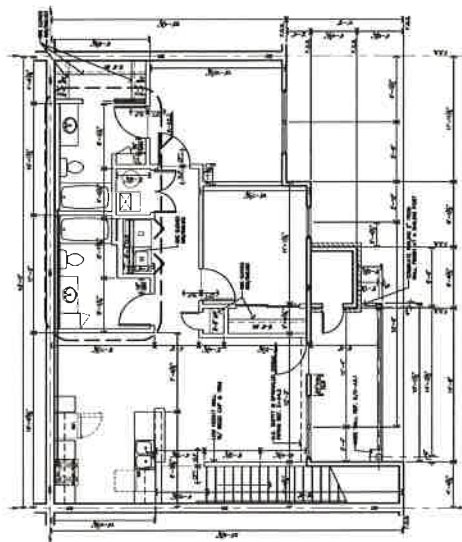
Resolution

2/28/2017

Resolution

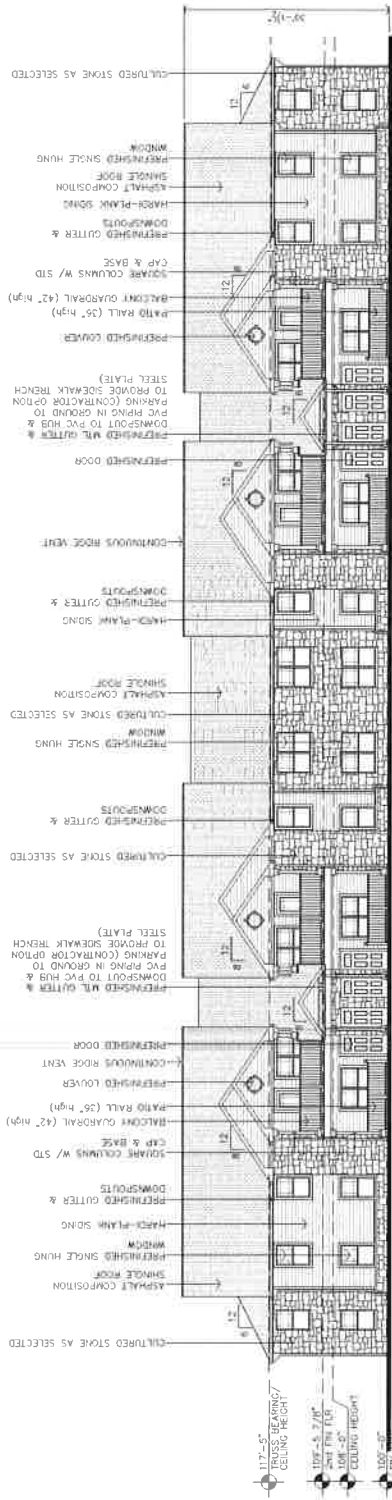


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1/8" x 1" - 0"

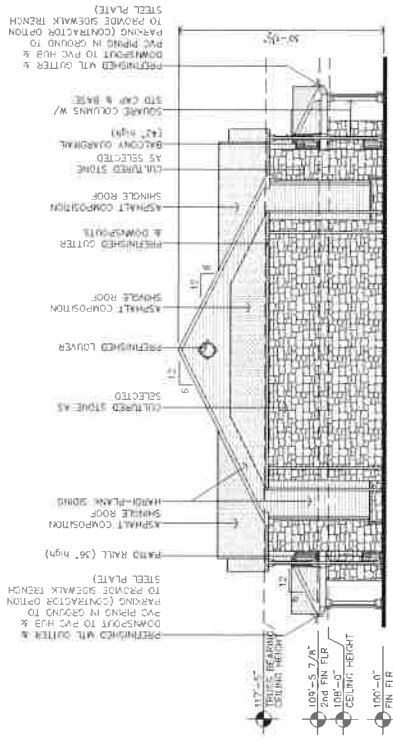


2 BEDROOM UNIT

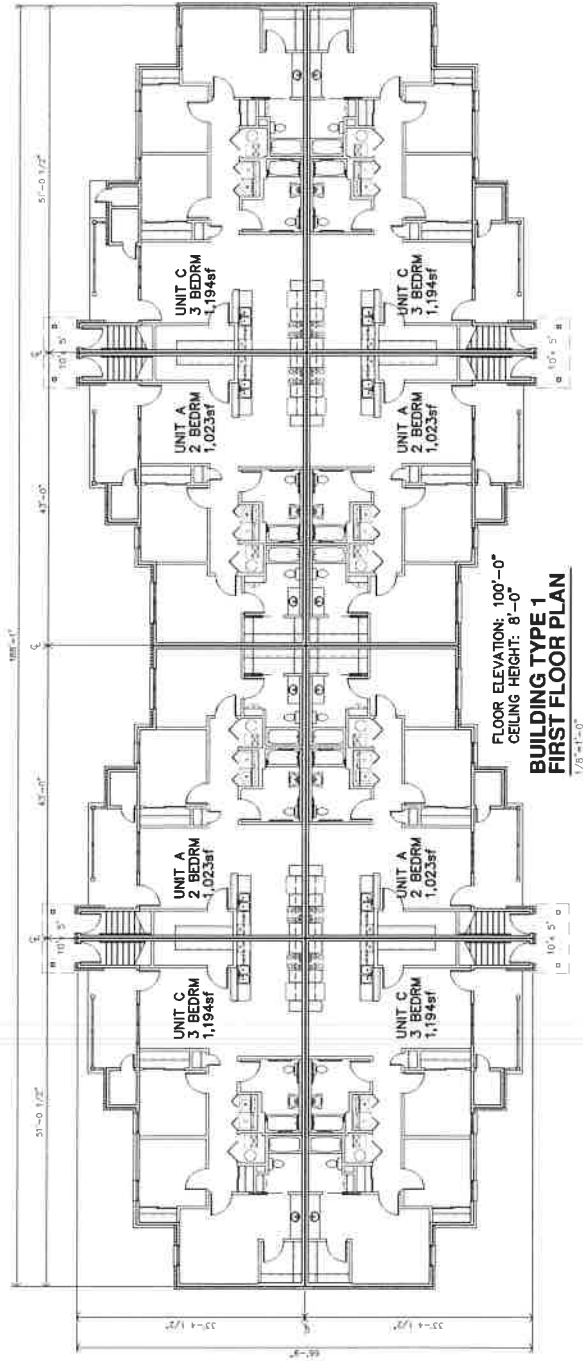
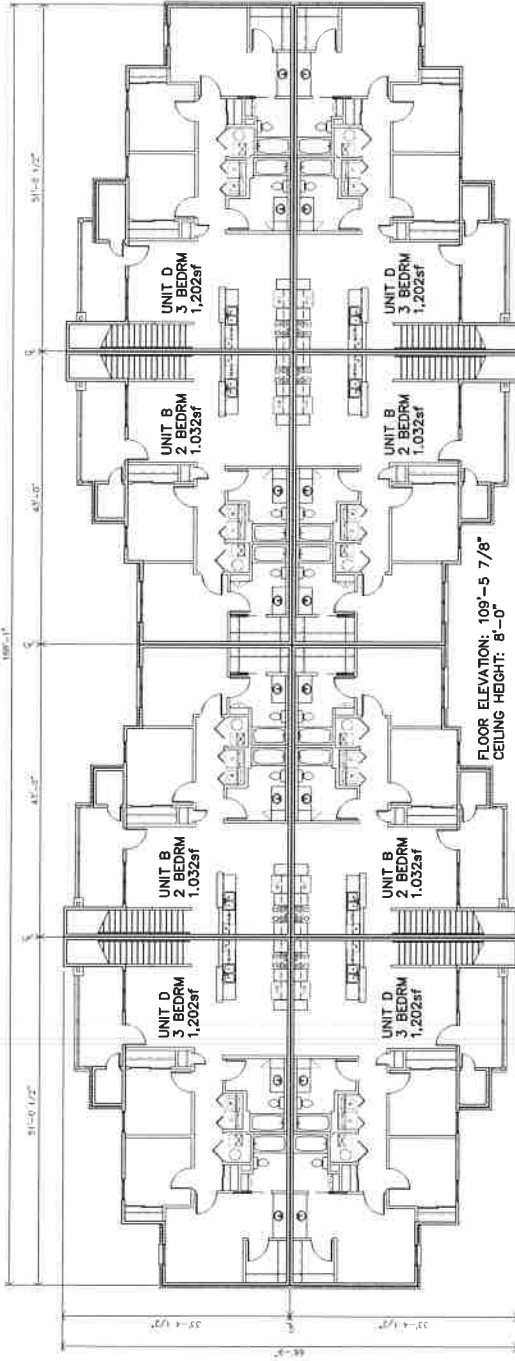


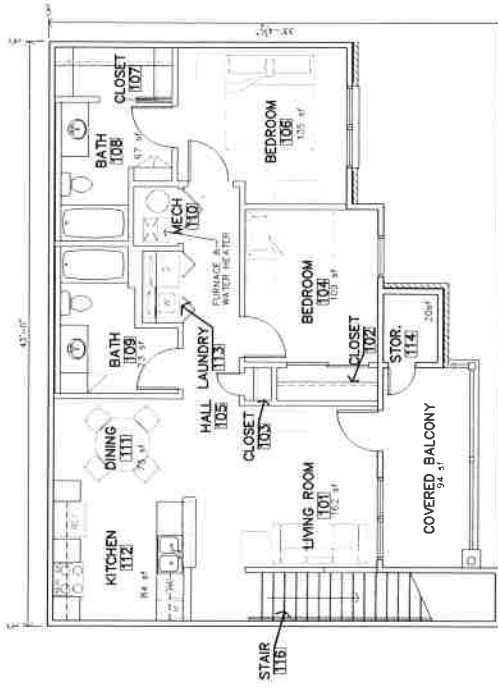


BUILDING TYPE 1 - FRONT & REAR ELEVATIONS
1/8"=1'-0"

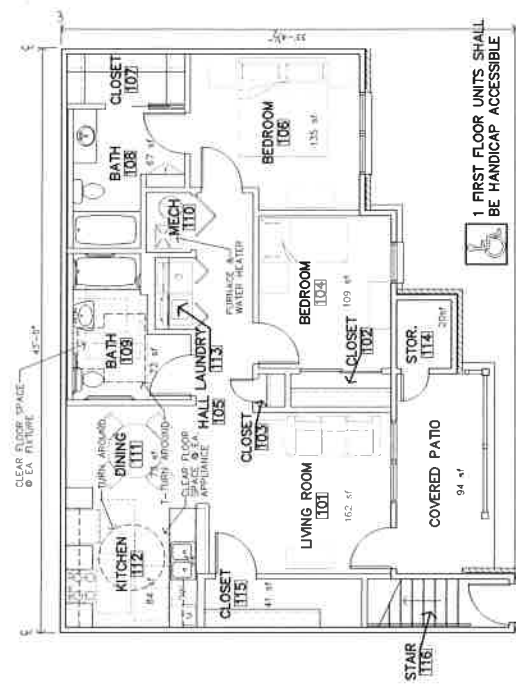


BUILDING TYPE 1 - SIDE ELEVATION
1/8"=1'-0"



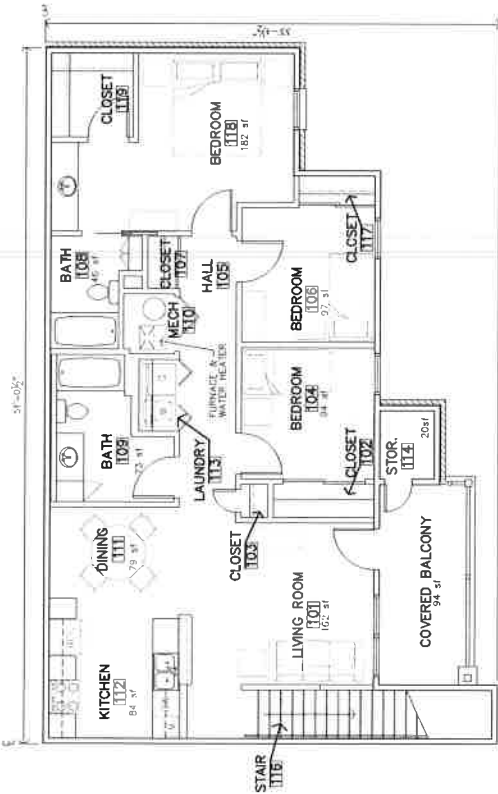


UNIT B
2 BEDROOM at SECOND FLOOR
1,032sf
1/4"=1'-0"

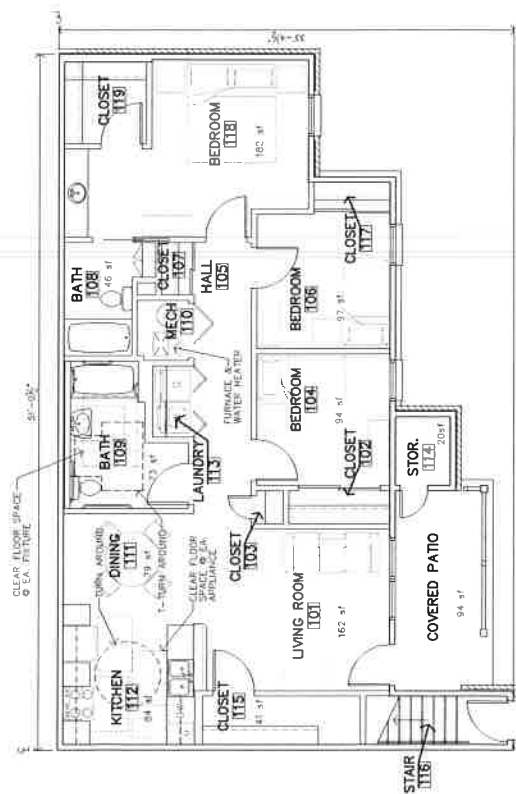


UNIT A
2 BEDROOM at FIRST FLOOR
1,023sf
1/4"=1'-0"

1 FIRST FLOOR UNITS SHALL
BE HANDICAP ACCESSIBLE
1 FIRST FLOOR UNIT SHALL
BE HEARING & VISION IMPAIRED
ACCESSIBLE UNIT



UNIT D
3 BEDROOM at SECOND FLOOR
1,202sf
1/4"=1'-0"



UNIT C
3 BEDROOM at FIRST FLOOR
1,194sf
1/4"=1'-0"

RESOLUTION NO. _____

A RESOLUTION EXPRESSING SUPPORT FOR THE CONSTRUCTION OF AFFORDABLE MULTI-FAMILY APARTMENT UNITS TO BE LOCATED ON AN APPROXIMATELY 3 ACRE SITE ON THE WEST SIDE OF CAMPUS DRIVE, IN THE CITY OF GARDEN CITY, KANSAS.

WHEREAS, the City of Garden City, Kansas has been informed that Overland Property Group, L.L.C., Overland Park, Kansas (Developer), has filed a housing tax credit application with the Kansas Housing Resources Corporation for the development of thirty-two (32) affordable rental housing units on an approximately three (3) acre tract located on the west side of Campus Drive, in the City of Garden City, Kansas; and

WHEREAS, the thirty-two (32) two and three bedroom units will have affordable rents targeted to families with low to moderate income; and

WHEREAS, the development will be new construction; and

WHEREAS, the development will have access to certain amenities included in the first and second phases of the project including common use of the existing clubhouse, playground, basketball court, and fitness facility; washers and dryers will also be included in each apartment unit.

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

SECTION 1. The Governing Body supports the development of affordable housing in the City of Garden City, Kansas, subject to the comprehensive plan, zoning regulations, final platting and site plan approval, the building permit review process, and approval of a development agreement.

SECTION 2. In the event any of the specifications set forth herein, or as presented by the Developer to the Governing Body at its meeting on March 7, 2017 should change prior to the issuance of a building permit, this Resolution shall become null and void.

SECTION 3. This Resolution shall be in full force and effect from and after its adoption and publication in the Garden City Telegram, the official City newspaper, until January 31, 2018.

IT IS SO RESOLVED THIS 7th DAY OF MARCH, 2017, BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS.

ATTEST:

Chris Law, Mayor

Celyn N. Hurtado, City Clerk

APPROVED:

Randall D. Grisell, City Counselor



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: March 7, 2017
RE: Water and Wastewater SCADA Improvements: Master Agreement and Task Order #1.

ISSUE:

The Governing Body is asked to consider and approve a professional services agreement and task order with Mid America Consultants, Inc., for \$375,000.00 to implement improvements to the Water Department Supervisory Control and Data Acquisition System (SCADA) system.

BACKGROUND:

Mid America Consultants, Inc. have been engaged by the City to provide an engineering design for the upgrade of software and equipment that makes up the SCADA system for the Water and Waste Water Departments. The existing control system for the water system is an operator interface that is using a software package called Paragon. This software package has been obsolete for probably close to a decade.

Mid America Consultants, Inc., completed the design alternatives in December 2016. In January they presented a schedule of implementation to the Water and Electric Utility staff to ensure the proposed improvements met the needs of the City. The project will include several task orders that will address the Water System, Waste Water Treatment Plant, and Waste Water Lift Stations. This agenda item will address the most critical priority, the replacement of the Water Utility SCADA system.

Task Order #1 includes the replacement of obsolete Programmable Logic Controllers (PLC's) at all City wells, water towers, reservoirs, and pumping stations. Also included is a licensing modification Wonderware Software, already in use by the Waste Water Utility to allow both utilities to utilize the same software package and implement a historian feature that will allow long-term tracking of system data.

The timeframe for this task order will be approximately eight weeks. Future task orders for this project will include updating the SCADA controls at the Waste Water Treatment Plant and Waste Water Lift Stations. We have not determined if these additional tasks will be presented to the commission in a combined task order or as separate task orders. The projected time frame for the remaining task orders will be the remainder of 2017 and possibly the first quarter of 2018. Weather and budget considerations will play a role in the implementation of the last task order which is slated to be the upgrade of the SCADA equipment at the Waste Water Lift Stations throughout the city.

ALTERNATIVES:

1. Approve the proposal for professional services from Mid America Consultants, Inc. for \$375,000.00, executing the Master Agreement and Task Order #1.
2. Reject the proposal from Mid America Consultants, Inc. and direct staff to pursue an alternative solution.

RECOMMENDATION:

Staff recommends Alternative 1.

FISCAL NOTE:

The cost of this Task Order #1 is \$375,000. The project will be funded from fund 068-411-6110.03 fund balance is \$750,000.

The remaining tasks will be submitted as the project progresses. The remaining tasks will address the upgrade of the Waste Water Treatment Plant and Lift Stations. The cost of the remaining task orders will total an additional \$585,000.

ATTACHMENTS:

| Description | Upload Date | Type |
|----------------------------|-------------|---------|
| Master Services Agreement | 2/28/2017 | Exhibit |
| SCADA System Task Order #1 | 2/28/2017 | Exhibit |

Mid America Consultants, Inc.
Master Agreement for Professional Services
Task Order Version

THIS AGREEMENT is entered into on the ____ day of _____, 2017, by and between the City of Garden City, Kansas, hereinafter referred to as "Client" and Mid America Consultants, Inc hereinafter referred to as "Consultant".

WHEREAS, Client requires professional services on occasion; and,

WHEREAS, Consultant is willing to provide such services upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree to the following general terms and conditions:

1. BASIC AGREEMENT:

1.1. TASK ORDERS: From time to time Client may request that Consultant provide services. Each request shall be documented in a Task Order consistent with the format of Exhibit A to this Agreement, and, upon acceptance as evidenced by signature of Consultant and Client, shall be considered an amendment to this Agreement.

1.2. GENERAL: This Agreement sets forth the general terms and conditions which will apply to all services rendered. Consultant shall provide or cause to be provided the services set forth in this Agreement and any subsequent amendments including Task Orders; and Client shall pay Consultant for such services as set forth in Paragraph 3.3 and the Task Order.

1.3. TERM: This Master Agreement shall be effective on the date shown above, until terminated as provided in paragraph 4.2 below.

2. CONSULTANT'S RESPONSIBILITIES:

2.1. SERVICES PROVIDED: Each Task Order will describe services to be performed and deliverables, if any, to be provided. Consultant shall not be obligated to perform any prospective Task Order unless and until Client and Consultant agree as to the scope of Consultant's services, time for performance, Consultant's compensation, and Client's responsibilities. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

2.2. STANDARD OF CARE: The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

2.3. INDEPENDENT CONTRACTOR: All labor, material and equipment necessary to complete the Services shall be provided by Consultant as an independent contractor. Consultant shall be solely responsible for the means and methods used to complete its Services. Consultant is not an employee of or in a joint venture with Client.

2.4. TIMELINESS OF PERFORMANCE: The Consultant will perform its Services with reasonable diligence and expediency consistent with sound professional practices.

3. CLIENT'S RESPONSIBILITY:

3.1. DUTY TO PROVIDE INFORMATION: Client agrees to provide Consultant with any and all documents, including but not limited to, schematics, wiring diagrams and other technical information regarding the location where Services are to be performed (the "Site"), if any, which are available to Client and which relate to the Services. Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, documents and other information furnished by Client to Consultant under the Agreement. Consultant may use such requirements, reports, data, documents and information in performing or furnishing Services under the Agreement. Client shall make decisions and carry out its other responsibilities in a timely manner under the Agreement so as not to delay Consultant's Services.

3.2. PERMITS AND LICENSES: Client agrees to timely obtain and provide all licenses, permits, registrations, certificates and government or agency approvals that may be required to commence and/or complete Client's Project.

3.3. PAYMENT AND TERMS: Consultant shall prepare invoices in accordance with its standard invoicing practices and the specific Task Order. Consultant shall submit its invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, then Client will be considered in breach of the payment terms of this Agreement, and the compounded amount due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

If Client disputes an invoice, Client may withhold until resolution of the disputed portion only that portion so disputed, and must pay the undisputed portion.

Whenever Consultant is entitled to compensation for the charges of Sub-consultants used by the Consultant as part of the services provided to the Client, those charges shall be billed to the Client at the amount billed to the Consultant by the Subconsultant times a factor of 1.1.

Whenever Consultant provides materials, control equipment, software, computers, or other miscellaneous parts to the client as part of a Task Order, those charges shall be billed to the Client at the amount billed to the Consultant times a factor of 1.15 plus any applicable taxes.

Any expenses will be billed to the Client at cost (expense amount times a factor of 1.0)

Client shall pay all governmental taxes and fees applicable to Consultant's services, which, unless specifically listed in the Fee Arrangement portion of the Task Order, shall be in addition to the compensation to which Consultant is entitled under the this Agreement. If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Consultant's services or compensation different than as described by the Task Order, then the Consultant may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Consultant for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Consultant is entitled under the terms of the specific Task Order.

4. GENERAL CONSIDERATIONS:

4.1 Termination. The obligation to provide further services under this Agreement may be terminated:

4.1.1. For cause,

4.1.1.1. by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

4.1.1.2. by Consultant:

4.1.1.2.1. upon seven days' written notice if Consultant believes that Consultant is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed design professional; or

4.1.1.2.2. upon seven days' written notice if the Consultant's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond Consultant's control.

4.1.1.2.3 In the case of termination under this paragraph 4.1.1.2, Consultant shall have no liability to Client on account of such termination.

4.1.2. For convenience, by Client effective upon the receipt of notice by Consultant.

4.2. Reuse of Documents. All documents including Drawings and Specifications provided or furnished by Consultant pursuant to this Agreement are and shall remain the property of the Client, whether the project for which they are prepared are executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the project. The Drawings and Specifications may be used by the Client only for completion of this project, or if the Consultant is adjudged to be in default under this Agreement, for completion of this project by others without further compensation of the Consultant.

4.3. Insurance.

4.3.1. Consultant shall procure and maintain professional liability insurance to protect the Consultant against the negligent acts, errors or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement. The Consultant's insurance coverage shall not be for less than \$2,000,000, each claim and in the annual aggregate.

4.3.2. Consultant shall also procure and maintain the following insurance.

4.3.2.1 General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

4.3.2.2 Automobile Liability Insurance, with a combined single limit of \$1,000,000.

4.3.2.3 Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$1,000,000 for each occurrence.

4.4. Governing Law and Jurisdiction: Client and Consultant agree that the Contract Documents and any legal actions concerning their validity, interpretation and performance shall be governed by the laws of Kansas..

4.5. Successors and Assigns.

4.5.1. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant (and to the extent permitted by paragraph 4.5.2 the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

4.5.2. Neither Client nor Consultant may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 this Agreement.

4.5.3. Unless expressly provided otherwise in this Agreement:

4.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by Consultant to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give

any rights in or benefits under this Agreement to anyone other than Client and Consultant.

4.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. The Client agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

4.6. Allocation of Risks--Indemnification.

4.6.1 The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant 's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom the Consultant is legally liable.

4.6.2 The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client 's negligent acts in connection with the Project and the acts of anyone for whom the Client is legally liable.

4.6.3 Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

4.7. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered mail, return receipt requested or by a nationally recognized overnight courier service. All notices shall be effective on the date of receipt, if given personally, and on the third day following placing of such notice in the U.S. Mail or the delivery of such notice to a nationally recognized overnight courier service.

4.8. Survival. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of Consultant under this Agreement or the termination of this Agreement for any reason.

4.9. Severability. Any provision or part of the Agreement 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 Client and Consultant, who agree that the Agreement 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.

4.10. DISPUTE RESOLUTION: The Parties agree to submit all disputes between them to formal non-binding mediation prior to exercising their rights under the Agreement or under law.

IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement for Professional Services as of the date first above written.

City of Garden City, Kansas
(Client)

Mid America Consultants, Inc
(Consultant)

By: _____

By: _____

Title: _____
(Authorized signature and Title)

Title: Kenneth Ludwig, President
(Authorized signature and Title)

Date: _____

Date: _____

Address: _____

Address: 9212 Nieman Rd

City: _____

City: Overland Park, KS 66214

Phone: _____

Phone: (913) 888-6767

**EXHIBIT A
TASK ORDER**

Task Order No. _____ Effective Date: _____

**Task Order Amendment to the
Mid America Consultants, Inc.
Master Agreement for Professional Services**

Mid America Consultants, Inc. (Consultant) agrees to provide to: City of Garden City, Kansas(Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the __th day of _____, 2017.

TASK ORDER PROJECT NAME:

TASK ORDER PROJECT DESCRIPTION:

DGR CONTACT PERSON:

CLIENT CONTACT PERSON:

SCOPE OF WORK:

FEE ARRANGEMENT:

SPECIAL TERMS AND CONDITIONS:

City of Garden City, Kansas
(Client)

Mid America Consultants, Inc.
(Consultant)

By: _____

By: _____

Title: _____
(Authorized signature and Title)

Title: Kenneth Ludwig, President
(Authorized signature and Title)

Date: _____

Date: _____

Address: _____

Address: 9212 Nieman Rd

City: _____

City: Overland Park, KS 66214

TASK ORDER #1

PROJECT NAME: SCADA Upgrade for the Water System

MACI CONTACT PERSON: Ken Ludwig (913) 888-6767 x1, kludwig@midamcon.com

GARDEN CITY CONTACT PERSON: Fred Jones

PROJECT DESCRIPTION

The City's water system consists of 4 water towers, 3 ground storage reservoirs, 3 booster stations, a RO pump station, and 12 wells that serve the City proper. The City also runs a subsystem at the airport that consists of one tower, two wells, and a chlorine monitor at the terminal. As part of this project, it is planned to add the golf course well into the system to enable the monitoring and control of that system.

The PLC's, radios, and the operator interface software for this system are obsolete.

The goal of the project is to replace the PLC's with Allen Bradley PLC's, upgrade the radios, and use a Wonderware operator interface software package that is consistent with the SCADA packages being used for the WWTP and the Electric system.

SCHEDULE

It will take us 12 weeks after receipt of a signed task order to be ready to start the changeover of the system.

We anticipate that once we start field activities that it will take approximately 37 days to convert the system (approximately 8 weeks).

FEE ARRANGEMENT:

MACI will provide the above scope of work for a lump sum fee of \$375,000.00. We will invoice monthly for the equipment delivered to the City and the services performed that month.

This fee covers the following parts of the engineering study

- a. Water System Control System Alternative #2 with the addition of smart overload controllers for power monitoring of the motors (was not included in the original scope of the study)
- b. Wonderware SCADA Software Alternative #2 with the addition of a development package and a couple of historian clients.
- c. The Master at Campus & Mary Water Tower from the Water System Radio Path Study

SUPPORTING INFORMATION

1.1 INFORMATION / ASSUMPTIONS

The existing SCADA system consists of a computer running Paragon as the operator interface software. This computer currently resides in the Utilities Service Building on Harvest Lane. This computer communicates to the Master PLC's that are located in the old utility offices. There is a short tower at the old utility office that has omnidirectional antennas that communicate to the wells and towers. (See Figure 1 at the end of this section for the existing system architecture) The Paragon software has been obsolete for over 10 years and there is no longer any support for this software.

The PLC's used in the system are Automation Direct PLC's. Although these PLC's are still available, they are based on 1980's technology, and there is no local support for them.

The radios used in the system are MDS Transnet radios that are no longer available, but GE/MDS has backward compatibility on newer radios should one need to be replaced. The radios are unlicensed frequency hopping spread spectrum radios operating in the 902 – 928 MHz frequencies. The communication between the PLC's is a serial Master / Slave polling scheme, where every PLC is polled in a sequence.

It is our understanding that the water system is divided into two zones, and upper zone and a lower zone. Most of the wells pump into the reservoirs and towers in the lower zone, and the booster stations and the Jarmer well supply water into the upper zone from the lower zone.

The following is a list of all of the sites included in this system along with the existing I/O counts for each site.

| | <u>Site</u> | <u>Digital Inputs</u> | <u>Digital Outputs</u> | <u>Analog Inputs</u> | <u>Analog Outputs</u> |
|----|--------------------------|---------------------------|----------------------------|--------------------------|---------------------------|
| 1 | Jarmer Well | 7 | 1 | 1 | 0 |
| 2 | 3rd & Mary Twr | 4 | 1 | 2 | 0 |
| 3 | Campus & Mary Twr | 5 | 1 | 1 | 0 |
| 4 | 11th & Campbell Bstr | 7 | 2 | 2 | 0 |
| 5 | 3rd & Johnson Bstr | 5 | 1 | 2 | 0 |
| 6 | Campus & Harding Bstr | 7 | 2 | 2 | 0 |
| 7 | East Reservoir | 40 | 46 | 12 | 3 |
| 8 | Airport Master Well 7 | 5 | 1 | 1 | 0 |
| 9 | Airport Term | 0 | 0 | 1 | 0 |
| 10 | Airport Tower | 1 | 0 | 1 | 0 |
| 11 | Airport Well 3 | 5 | 2 | 1 | 0 |
| 12 | RO Pump Station | 29 | 3 | 5 | 0 |
| 13 | Main & Kansas Well & Twr | 8 | 3 | 2 | 0 |
| 14 | 83rd Twr | 5 | 1 | 2 | 0 |
| 15 | Industrial Well | 6 | 2 | 1 | 0 |
| 16 | Chestnut Well | 6 | 2 | 1 | 0 |

| | | | | | |
|--------|---------------------|-----|-----|----|---|
| 17 | Pine & Center Well | 6 | 2 | 1 | 0 |
| 18 | New South Reservoir | 24 | 28 | 8 | 2 |
| 19 | Old South Reservoir | 12 | 4 | 2 | 0 |
| 20 | Sandhill Well 1 | 4 | 3 | 1 | 0 |
| 21 | Sandhill Well 2 | 4 | 3 | 1 | 0 |
| 22 | Sandhill Well 3 | 4 | 3 | 1 | 0 |
| 23 | Sandhill Well 4 | 4 | 3 | 1 | 0 |
| 24 | Sandhill Well 5 | 4 | 3 | 1 | 0 |
| 25 | Sandhill Well 6 | 4 | 1 | 1 | 0 |
| 26 | Sandhill Well 7 | 4 | 2 | 1 | 0 |
| 27 | Golf Course Well | 4 | 2 | 1 | 0 |
| Totals | | 214 | 122 | 56 | 5 |

The plan is to replace the PLC's and radios in the existing enclosures, eliminate the need for the tower and master PLC's at the old utility office and to install a new Wonderware based system at Harvest Lane.

Smart overload relays are to be added to all of the pumps, to provide power monitoring information. The current / power will be logged to the data historian.

Temperature transmitters will be added to the well and booster pump houses to provide room temperature.

The Industrial Well (since it does not even have a motor) will not be upgraded. The pressure transmitter for the Airport Tower will be moved to the Airport Terminal building, and the Airport Tower will not be upgraded.

The radio system requires one site be designated as an access point. The access point controls / routes all of the radio based Ethernet traffic. Per the radio path study this will be installed at the Campus & Mary Water tower.

The City has decided to upgrade the Wonderware system at the WWTP from Wonderware Intouch to Wonderware System Platform. This will have two redundant servers and a historian server being installed at the WWTP, with a fiber link to the Utility office on Harvest Lane to allow a client to be located in this building. The remote access to the system is to be retained via the iPad.

1.2 SCOPE OF WORK

MACI will provide the equipment on the attached Bill of Materials.

MACI will provide the following services.

1. Travel to Garden City to meet with your IT department to iron out any issues. Meet with the water staff to go over exactly how you want the logic written to control the system.
2. Obtain the equipment to test the Prosoft Modbus + module to ensure that it can talk to the drives as part of the selected approach to the upcoming WWTP project.
3. Develop schematics and wiring diagrams for each of the sites to show the field devices wired to the AB PLC equipment.
4. Develop plans and specifications needed for any electrical contractor work that will be part of the system. Assist the City in selecting an electrical contractor.
5. Take one of the existing servers to repurpose it as the primary System Platform server. Load the System Platform software and configure it for your application.
6. Develop the graphics for all of the wells, towers, pump stations, and the RO system.
7. Develop the PLC program for all of the wells, towers, pump stations, and the RO system.
8. Develop Panelview graphics for the Panelviews in the pump stations.
9. Program the new GEMDS Orbit radios.
10. Travel to and perform the following startup tasks.
 - a. Remove the existing radio and install the new radio. Re-aim the antenna to point to the access point and to achieve the lowest RSSI.
 - b. Remove the Automation Direct PLC's and replace with Allen Bradley PLC's. Move the field I/O wires from the old PLC to the new PLC.
 - c. Download the PLC program to the new PLC.
 - d. Test the system to verify communication, data points appear correctly on the graphic screens, and the system is functioning as desired.
11. At the conclusion of the Task, turn over to the City electronic copies of the PLC, Panelview, and Wonderware programs, plus copies of drawings created.

1.3 PROVIDED BY OTHERS

The following installation activities will either need to be performed by the City or contracted out to an electrical contractor.

1. Installation of a ring on the Campus and Mary water tower complete with installing a new coax feedline from the PLC cabinet at the base of the water tower to the new antenna mounted on the added tower on top of the tower. Antennas and feedline for the Lift Station and the Electric department to be installed at the same time.
2. Installation of antenna and coax feedline at the WWTP to connect the water radio communications system to the Wonderware.
3. Installation of a PLC cabinet at the Golf Course. Wires will need to be run to motor starters and also to provide power for the panel, etc. A radio based I/O extender will also need to be installed to bring the chlorine analyzer data to the well and onto the SCADA system.
4. To eliminate the need for a PLC and radio at the Airport tower, the pressure transmitter at the tower will need to be relocated to the Airport Terminal and wired into that enclosure.
5. Installation of 120 VAC power and an Ethernet cable to the drive or soft starter cabinets at the wells and pump stations to provide power and communication to the smart overload relay. Installation of the smart overload relay into the motor leads.

6. Use of a City bucket truck to re-aim the antennas at each site.
7. Installation and setup of the fiber optic connection between the WWTP and Harvest Lane.
8. Any computers used as clients on the Wonderware system.
9. Upgrades required on the servers. Wonderware is recommending that the RAM be increased to 8 GB. If the City wants to virtualize the applications, then the RAM needs to be increased to 16 GB and two 500 GB hard drives be added to the system.

1.4 IMPLEMENTATION SEQUENCE

Regardless of which alternative is chosen, the change out and implementation of the project would remain the same. The following is the generic steps / sequence of events that would need to happen.

1. The Wonderware application should be fully developed prior to changeover of any site.
2. All of the hardware (radios, PLC's, I/O cards, etc.) would need to be purchased.
3. Installation of the tower and feedline cable at the Campus & Mary Tower.
4. Installation of the antenna and feedline cable, and radio at the WWTP.
5. Since we understand that the wells and booster pump stations that supply water to the upper zone can select control between two towers, switch control of the existing system to the 3rd and Mary tower. Replace the PLC and radio on the Campus & Mary tower. Verify information on the Wonderware.
6. Start replacing controls for the wells and booster stations feeding the upper zone. As controls are replaced, re-aim the antenna to the new master location. Verify communication and functionality with the Wonderware system.
7. When all wells and boosters for the upper zone have been changed out, change out the 3rd and Mary tower PLC and radio.
8. Follow a similar sequence for the lower zone, switching control of the lower zone to the 83 tower and changing out the radio and the PLC for the Main & Kansas tower.
9. Start replacing controls for the wells, pump stations, and the RO feeding the lower zone. As controls are replaced, re-aim the antenna to the new master location. Verify communication and functionality with the Wonderware system.
10. When all wells, pump stations, and the RO system for the lower zone have been changed out, change out the 83 tower PLC and radio.
11. Change out the radio and controls for the Sandhill Wells.
12. Because they are independent systems, convert the Airport sites and the golf course as it fits in all of the above conversions.

SPECIAL TERMS AND CONDITIONS: None

Bill of Materials

Access Point (Campus & Mary Water Tower)

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|--------------------|------------|--------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | Ethernet Switch | AB | 1783-US5T | 1 |
| 3 | Micrologix 1100 | AB | 1763-L16AWA | 1 |

| | | | | |
|---|-------------------------|-----------------|-------------|-----|
| 4 | Analog Input Module | AB | 1762-IF4 | 1 |
| 5 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 6 | Omnidirectional Antenna | PCTel | BOA90211 | 3 |
| 7 | Lightening Protection | Polyphaser | IS0B50LN-CO | 2 |
| 8 | Feedline | Times | LMR-600 | 525 |

Adds to the WWTP / Misc Items

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|------------------------|-----------------|------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | Ethernet Switch | AB | 1783-US5T | 1 |
| 4 | Yagi Antenna | T&SMgt | 918-6 | 1 |
| 5 | Feedline | Times | LMR-600 | 100 |
| 6 | Coax Jumper | | | 1 |
| 7 | Lightening Protection | Polyphaser | IS0B50LN-CO | 1 |
| 8 | Enclosure | Saginaw | SCE-30EL3010LP | 1 |
| 9 | Subpanel | Saginaw | SCE-30P30 | 1 |
| 10 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 11 | Circuit Breakers | AB | 1492-GH010 | 3 |
| 12 | Terminal Blocks | AB | 1492-J4 | 50 |
| 13 | RSLogix 500 Prog Soft | Rock Soft | 9324-RL0700NXENE | 1 |
| 14 | RSLogix 5000 Prog Soft | Rock Soft | 9324-RLD700NXENE | 1 |
| 15 | FactoryTalk View ME | Rock Soft | 9701-VWSTMENE | 1 |
| 16 | Misc | | | 1 |
| 17 | Fabrication | | | 1 |

3rd & Mary Tower

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|---------------------|------------|--------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | Ethernet Switch | AB | 1783-US5T | 1 |
| 3 | Micrologix 1100 | AB | 1763-L16AWA | 1 |
| 4 | Analog Input Module | AB | 1762-IF4 | 1 |

83 Tower

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|---------------------|------------|--------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | Ethernet Switch | AB | 1783-US5T | 1 |
| 3 | Micrologix 1100 | AB | 1763-L16AWA | 1 |
| 4 | Analog Input Module | AB | 1762-IF4 | 1 |

11th & Campbell Booster

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-100A-T | 2 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 2 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 2 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Campus & Harding Booster

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-100A-T | 2 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 2 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 2 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

3rd & Johnson Booster

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|----------------------|-----------------|-----------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |

| | | | | |
|----|-----------------------|-------|--------------------|---|
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-100A-T | 1 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Jarmer Well

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-200A-T | 1 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Main & Kansas Well & Tower

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-200A-T | 1 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Pine Well

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|--------------------|------------|--------------|------------|
|-------------|--------------------|------------|--------------|------------|

| | | | | |
|----|-----------------------|-----------------|--------------------|---|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-200A-T | 1 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Chestnut Well

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-100A-T | 1 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Sandhill Well #1

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-200A-T | 1 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |

| | | | | |
|----|----------------|-------|--------|---|
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |
|----|----------------|-------|--------|---|

Sandhill Well #2

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-30A-CT | 1 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 12 | Current Transformers | AB | 1411-180RL-301 | 3 |
| 13 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Sandhill Well #3

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-200A-T | 1 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Sandhill Well #4

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|---------------------|-----------------|-----------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |

| | | | | |
|----|-----------------------|-------|--------------------|---|
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-200A-T | 1 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Sandhill Well #5

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-200A-T | 1 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Sandhill Well #6

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-200A-T | 1 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Sandhill Well #7

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-200A-T | 1 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Airport Well 3

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-100A-T | 1 |
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Airport Well 7

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 2 |
| 2 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | PM Sensing Module | AB | 193-ESM-VIG-100A-T | 1 |

| | | | | |
|----|-------------------|-------|----------------|---|
| 10 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 11 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 12 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Airport Terminal

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|---------------------|------------|--------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | Ethernet Switch | AB | 1783-US5T | 1 |
| 3 | Micrologix 1100 | AB | 1763-L16AWA | 1 |
| 4 | Analog Input Module | AB | 1762-IF4 | 1 |

New Golf Course

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|-----------------|--------------------|------------|
| 1 | Orbit Radio | GE/MDS | | 1 |
| 2 | Ethernet Switch | AB | 1783-US5T | 1 |
| 3 | Compactlogix PLC | AB | 1769-L16ER-BB1B | 1 |
| 4 | Power Distributor | AB | 1734-FPD | 1 |
| 5 | Analog Input Module | AB | 1734-IE2C | 1 |
| 6 | Digital Input Module | AB | 1734-IA4 | 2 |
| 7 | Digital Output Module | AB | 1734-OW4 | 1 |
| 8 | Terminal Base | AB | 1734-TOP | 4 |
| 9 | Enclosure | Saginaw | SCE-30EL3010LP | 1 |
| 10 | Subpanel | Saginaw | SCE-30P30 | 1 |
| 11 | 24 VDC Power Supply | Phoenix Contact | 2902992 | 1 |
| 12 | Circuit Breakers | AB | 1492-GH010 | 3 |
| 13 | Terminal Blocks | AB | 1492-J4 | 50 |
| 14 | Yagi Antenna | T&SMgt | 918-6 | 1 |
| 15 | Feedline | Times | LMR-600 | 50 |
| 16 | Coax Jumper | | | 1 |
| 17 | Lightening Protection | Polyphaser | IS0B50LN-CO | 1 |
| 18 | PM Sensing Module | AB | 193-ESM-VIG-200A-T | 1 |
| 19 | PM Control Module | AB | 193-EIO-63-120 | 1 |
| 20 | PM Comm Module | AB | 193-ECM-ETR | 1 |
| 21 | Radio I/O | Phoenix Contact | | 1 |
| 22 | Room Temp Xmtr | Omega | EWS-TX | 1 |
| 23 | Misc | | | 1 |
| 24 | Fabrication | | | 1 |

East Reservoir (Pump Station #3)

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|------------|--------------------|------------|
| 1 | Compactlogix PLC | AB | 1769-L30ER | 1 |
| 2 | Power Supply | AB | 1769-PA4 | 1 |
| 3 | Analog Input Module | AB | 1769-IF16C | 1 |
| 4 | Analog Output Module | AB | 1769-OF4 | 1 |
| 5 | Digital Input Module | AB | 1769-IA16 | 3 |
| 6 | Digital Output Module | AB | 1769-OW16 | 3 |
| 7 | End Cap | AB | 1769-ECR | 1 |
| 8 | Panelview Plus 7 | AB | 2711P-T7C21D8S | 1 |
| 9 | Ethernet Switch | AB | 1783-US5T | 1 |
| 10 | Orbit Radio | GE/MDS | | 1 |
| 11 | PM Sensing Module | AB | 193-ESM-VIG-30A-CT | 3 |
| 12 | PM Control Module | AB | 193-EIO-63-120 | 3 |
| 13 | PM Comm Module | AB | 193-ECM-ETR | 3 |
| 14 | Current Transformers | AB | 1411-180RL-601 | 9 |
| 15 | Room Temp Xmtr | Omega | EWS-TX | 1 |

New South Reservoir (Pump Station #2)

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|------------|--------------------|------------|
| 1 | Compactlogix PLC | AB | 1769-L30ER | 1 |
| 2 | Power Supply | AB | 1769-PA4 | 1 |
| 3 | Analog Input Module | AB | 1769-IF16C | 1 |
| 4 | Analog Output Module | AB | 1769-OF4 | 1 |
| 5 | Digital Input Module | AB | 1769-IA16 | 2 |
| 6 | Digital Output Module | AB | 1769-OW16 | 2 |
| 7 | End Cap | AB | 1769-ECR | 1 |
| 8 | Panelview Plus 7 | AB | 2711P-T7C21D8S | 1 |
| 9 | Ethernet Switch | AB | 1783-US5T | 1 |
| 10 | Orbit Radio | GE/MDS | | 1 |
| 11 | PM Sensing Module | AB | 193-ESM-VIG-30A-CT | 2 |
| 12 | PM Control Module | AB | 193-EIO-63-120 | 2 |
| 13 | PM Comm Module | AB | 193-ECM-ETR | 2 |
| 14 | Current Transformers | AB | 1411-180RL-601 | 6 |
| 15 | Room Temp Xmtr | Omega | EWS-TX | 1 |

Old South Reservoir (Pump Station #1)

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|---------------|--------------|------------|
| 1 | Ethernet Comm Module | Allen Bradley | 1794-ENTR | 1 |
| 2 | Digital Input Module | Allen Bradley | 1794-IA16 | 1 |
| 3 | Digital Output Module | Allen Bradley | 1794-OW8 | 1 |
| 4 | Analog Input Module | Allen Bradley | 1794-IE8 | 1 |

| | | | | |
|----|----------------------|---------------|--------------------|---|
| 5 | Terminal Base | Allen Bradley | 1794-TB3 | 3 |
| 6 | PM Sensing Module | AB | 193-ESM-VIG-30A-CT | 3 |
| 7 | PM Control Module | AB | 193-EIO-63-120 | 3 |
| 8 | PM Comm Module | AB | 193-ECM-ETR | 3 |
| 9 | Current Transformers | AB | 1411-180RL-601 | 9 |
| 10 | Room Temp Xmtr | Omega | EWS-TX | 1 |

RO Station

| <u>Item</u> | <u>Description</u> | <u>Mfg</u> | <u>Model</u> | <u>Qty</u> |
|-------------|-----------------------|------------|--------------------|------------|
| 1 | Compactlogix PLC | AB | 1769-L30ER | 1 |
| 2 | Power Supply | AB | 1769-PA4 | 1 |
| 3 | Analog Input Module | AB | 1769-IF16C | 1 |
| 4 | Digital Input Module | AB | 1769-IA16 | 2 |
| 5 | Digital Output Module | AB | 1769-OW16 | 1 |
| 6 | End Cap | AB | 1769-ECR | 1 |
| 7 | Panelview Plus 7 | AB | 2711P-T7C21D8S | 1 |
| 8 | Ethernet Switch | AB | 1783-US5T | 1 |
| 9 | Orbit Radio | GE/MDS | | 1 |
| 10 | PM Sensing Module | AB | 193-ESM-VIG-100A-T | 3 |
| 11 | PM Control Module | AB | 193-EIO-63-120 | 3 |
| 12 | PM Comm Module | AB | 193-ECM-ETR | 3 |
| 13 | Room Temp Xmtr | Omega | EWS-TX | 1 |

| <u>Item</u> | <u>Description</u> | | | <u>Qty</u> |
|-------------|------------------------------|----|------------|------------|
| 1 | System Plat 5K I/O 7 1K Hist | WW | SP-3275A | 1 |
| 2 | WW Development Studio | | 97-1355T | 1 |
| 3 | Intouch for SP TSE | | 01-3430T | 1 |
| 4 | Intouch for SP TSE | | 01-3430TP | 5 |
| 5 | Intouch for SP Failover | | 01-3430TF | 1 |
| 6 | Intouch for SP Failover | | 01-3430TPF | 5 |
| 7 | Hist Client Ver Upgrade | | 12-12318 | 1 |
| 8 | Version Upgrade CAL | | 12-12890 | 1 |
| 9 | Add Conc Hist Client | | 17-1384 | 1 |
| 10 | Add MS CAL | | 17-0279 | 1 |
| 11 | Customer First Support | | 10-7001 L0 | 1 |
| 12 | Credit for old software | | | -1 |
| 13 | Logic Taining / Support | | | 1 |



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: March 7, 2017
RE: Airport Raceway Lease

ISSUE:

The Governing Body is asked to consider and approve the Second Lease Amendment between the City of Garden City and Airport Raceway Corporation for lease of land located at Garden City Regional Airport.

BACKGROUND:

Airport Raceway Corporation leases ground from the City of Garden City to operate a racetrack. The current lease began on April 1, 2006 with a termination date of March 31, 2012. The lease was amended with a five year extension that expires March 31, 2017. The chart below indicates the historic rental amounts.

| Year | Lease Rental Amount | Tenant requested reduced rent |
|-----------|---------------------|-------------------------------|
| 2006 | \$1,644.50 | \$822.25 |
| 2007 | \$1,644.50 | \$822.25 |
| 2008 | \$1,644.50 | \$411.00 |
| 2009 | \$1,644.50 | \$822.25 |
| 2010 | \$1,644.50 | \$822.25 |
| 2011 | \$1,644.50 | \$822.25 |
| 2012-2016 | \$500 | \$500 |

The tenant expressed financial hardships and requested to enter a lease agreement with the City for a five year term with annual rent of \$50. The Airport Advisory Board met on February 9, 2017 to discuss the request. The Advisory Board recommended a second lease amendment with a year term and annual rent of \$250. The amendment was sent to the tenant and was agreed upon. The Advisory Board voted electronically on February 27, 2017 to recommend City Commission approval of the Second Lease Amendment.

ALTERNATIVES:

1. Approval of the Second Lease Amendment between the City of Garden City and Airport Raceway Corporation for lease of land located at Garden City Regional Airport.
2. Do not approve the Second Lease Amendment between the City of Garden City and Airport Raceway Corporation for lease of land located at Garden City Regional Airport.
3. Governing Body provide guidance to staff.

RECOMMENDATION:

Staff and the Airport Advisory Board recommend Governing Body approval of the Second Lease Amendment between the City of Garden City and Airport Raceway Corporation for lease of land located at Garden City Regional Airport.

FISCAL NOTE:

The Second Lease Amendment will reduce Airport revenue by \$250 for FY2017.

ATTACHMENTS:

| Description | Upload Date | Type |
|------------------------|-------------|-----------------|
| Second Lease Amendment | 3/1/2017 | Backup Material |

SECOND LEASE AMENDMENT

THIS SECOND LEASE AMENDMENT (Second Amendment) is made and entered into effective the 7th day of March, 2017, by and between CITY OF GARDEN CITY, KANSAS, hereinafter referred to as (City) and AIRPORT RACEWAY CORPORATION, Garden City, Kansas, hereinafter referred to as (Tenant).

WITNESSETH:

WHEREAS, City and Tenant heretofore entered into a Lease Agreement (Agreement), dated June 27, 2006, having a beginning date of April 1, 2006, and a termination date, after all extensions, of March 31, 2012; and

WHEREAS, pursuant to a Lease Amendment, City and Tenant extended the term of the Agreement for one (1) additional five (5) year term to end on March 31, 2017; and

WHEREAS, the annual rent was amended to Five Hundred Dollars (\$500.00) per year; and

WHEREAS, City and Tenant desire to change the annual rent amount and extend the term of the Agreement for one (1) additional year.

NOW, THEREFORE, City and Tenant hereby agree as follows:

1. **LEASE EXTENSION.** City and Tenant hereby agree to extend the term of the Agreement for one (1) year, from April 1, 2017, to March 31, 2018.

2. **RENT.** Tenant shall pay to City as rent for the Leased Premises, the amount of Two Hundred Fifty Dollars (\$250.00) per year.

Rent shall be due and payable in two (2) equal installments of One Hundred Twenty-five Dollars (\$125.00), payable on June 1 and August 1 during the term of the Agreement. All rent payments shall be made payable to the City and submitted to the GCRA Director of Aviation.

3. **LEASE RATIFICATION.** The parties hereby ratify and confirm all of the remaining terms, provisions and conditions of the Agreement, and agree that they shall remain in full force and effect for the mutual benefit of and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment, effective as of the date first set forth above.

CITY OF GARDEN CITY, KANSAS

By _____
Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

AIRPORT RACEWAY CORPORATION

By _____
Mike Gigot



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: March 7, 2017
RE: AIP 39

ISSUE:

The Governing Body is asked to consider and approve the Amendment to Task Order Number 5 between the City of Garden City and HNTB for design and bidding services for the construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-39).

BACKGROUND:

The City of Garden City entered into a Master Agreement for Professional Services with HNTB on January 21, 2014 and authorized HNTB services for the projects. The City of Garden City approved Task Order 5 on November 8, 2016. Task Order 5 provided design and bidding services for the Terminal Apron Rehabilitation project.

The Airport identified two priority projects that are identified in the Amendment to Task Order Number 5. The FAA has reviewed and approved both projects to be completed within AIP 39. The construction of Runway 17-35 repairs were identified in November 2016. The pavement repair will consist of replacing approximately six panels on the runway. The repair may close the runway during nighttime hours and/or a couple of days; however the secondary runway will remain open to reduce the impact to operations. The airfield holding position signs will be replaced as they were identified to be out of compliance during the September 2016 FAA inspection.

The Federal Aviation Administration (FAA) requires an independent cost analysis of the proposed fee. Assistant to the City Manager Cottrell conducted the analysis and finds the proposed fee is reasonable for the project.

ALTERNATIVES:

1. Approve the Amendment to Task Order Number 5 between the City of Garden City and HNTB for design and bidding services for the construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-39).
2. Do not approve the Amendment to Task Order Number 5 between the City of Garden City and HNTB for design and bidding services for the construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-39).
3. Governing Body provide guidance for staff.

RECOMMENDATION:

Staff recommends approval of the Amendment to Task Order Number 5 between the City of Garden City and HNTB for design and bidding services for the construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-39).

FISCAL NOTE:

The project is included in the FY2017 Airport budget fund 061. Funding for the design and bidding services is as follows:

Initial Task Order Amount \$45,960

Amendment Amount \$26,595

Total \$72,555

Federal Funds 90% \$65,299

City Funds 10% \$ 7,256

Funding for the entire project is as follows:

Total Project Costs \$562,130

Federal Funds 90% \$505,917

City Funds 10% \$ 56,213

ATTACHMENTS:

| Description | Upload Date | Type |
|----------------------------------|-------------|-----------------|
| Amendment to Task Order Number 5 | 2/28/2017 | Backup Material |
| AIP 39 Independent Cost Analysis | 2/28/2017 | Backup Material |

AMENDMENT 1
to
TASK ORDER NUMBER 5

THIS AMENDMENT is entered into effective as of this _____ day of _____, 20____, between the **CITY OF GARDEN CITY, KANSAS** (Owner) and **HNTB CORPORATION** (HNTB) who hereby agrees to amend TASK ORDER NUMBER 5 dated November 15, 2016 (the Task Order), to the MASTER AGREEMENT FOR PROFESSIONAL SERVICES between Owner and HNTB dated January 21, 2014 (the Agreement), to provide professional architecture, engineering, planning and construction observation services for Owner on HNTB's Project Number 59464 generally described as the Garden City Regional Airport Development Projects (the Project), as set forth below:

Provide design services for the construction of Runway 17-35 Repairs and Replacement of airfield holding position signs. To assist in the development of contract documents for the project, Cornerstone Professional Services (Cornerstone) and Aviation Alliance, Inc. (AAI) shall serve as a subconsultants to HNTB and provide topographic surveying and electrical engineering services.

1. Section A. – Scope of Services, subsection A.1. of the Task Order is hereby amended to add the following additional services for the of Runway 17-35 Repairs and replacement of airfield holding position signs:
 - a. Perform Topographic Survey. The following tasks shall be completed within the survey area limits presented in **Attachment A** and performed by Cornerstone:
 - i. Coordinate access to the project site with Rachelle Powell, Airport Director.
 - ii. Contact Kansas One-Call a minimum of 72 hours prior to survey activities.
 - iii. Obtain horizontal and vertical control using Kansas state plane coordinates. Establish two control points that can be used by the Contractor during construction to control horizontal and vertical alignments.
 - iv. Establish centerline of Runway 17-35.
 - v. Locate existing pavement edges and depict existing pavement's surface type (concrete, asphalt, gravel, etc.).
 - vi. Obtain elevation of existing concrete joint intersections.
 - vii. Provide cross sections along the paved areas every 12.5'
 - viii. Obtain elevations of existing ground using a 25 foot by 25 foot survey grid pattern.
 - ix. Establish horizontal and vertical center position of structures such as manholes, concrete pads, fences, etc.
 - x. Locate any existing drainage features, drainage ditches, invert elevations of drainage structures, etc.
 - xi. Locate the horizontal and vertical position of all visible utilities and the horizontal position of all underground utilities.
 - b. Bid tab/unit cost analysis
 - c. Review/Process Topographic Survey
 - d. Develop Proposed Surface/Contours
 - e. Update project documents to include Runway 17-35 Repairs and replacement of airfield holding position signs
 - i. Engineer's Report
 - ii. Construction Safety and Phasing Plan (CSPP)
 - iii. Plans
 - iv. Specifications
 - v. FAA 7460 documentation
 - f. Quality Control Review of Runway 17-35 Repairs and replacement of airfield holding position signs contract documents

2. In conjunction with the performance of the foregoing additional services, no additional submittals/deliverables (Documents) will be provided to Owner. The additional services will be incorporated into the submittals/deliverables set forth in the Task Order.
3. Section B. – Schedule of the Task Order remains unchanged. Adding the additional services does not require an extension of the schedule set forth in the Task Order.
4. Section C.1. under Section C. – Compensation of the Task Order is hereby increased by the lump sum amount of **\$26,595.00** as payment by the Owner to HNTB for the above-referenced additional services. Fee summaries are included in **Attachment B**. Accordingly, the total lump sum amount is increased to **\$72,555.00** as follows:

| | |
|----------------------------|--------------------|
| Initial Task Order Amount | \$45,960.00 |
| This Amendment 1 | <u>\$26,595.00</u> |
| Revised Task Order 5 Total | <u>\$72,555.00</u> |

5. Except to the extent modified herein by this Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first above written. The individuals signing this Amendment represent and warrant they have the power and authority to enter into this Amendment and bind the parties for whom they sign.

CITY OF GARDEN CITY, KANSAS
(Owner)

Signature: _____

Name: _____

Title: _____

Date: _____

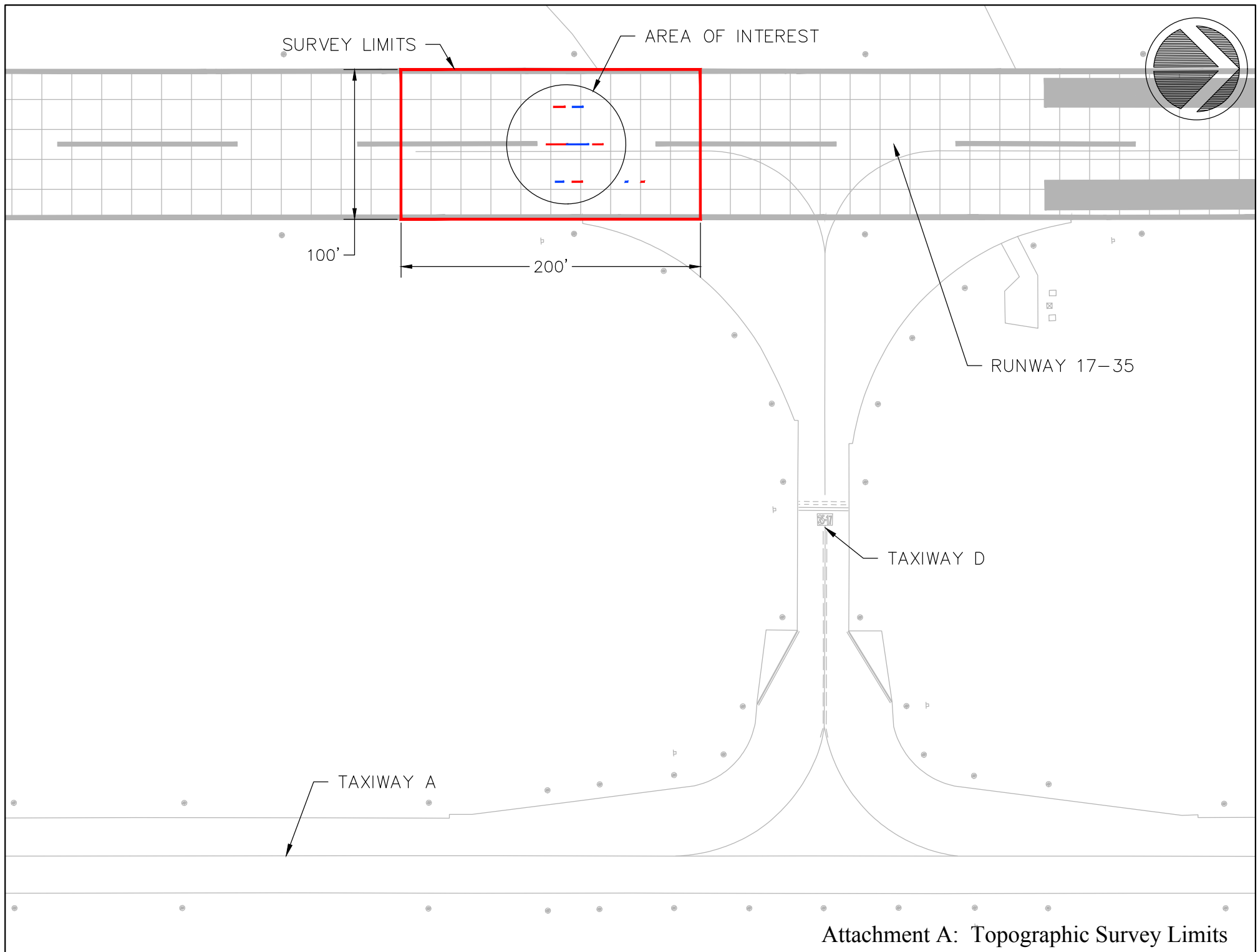
HNTB CORPORATION
(HNTB)

Signature: Wayne Feuerborn

Name: Wayne Feuerborn

Title: Vice President

Date: 02/04/2017




Attachment A: Topographic Survey Limits

Derivation of Fees

1 of 1

Attachment B: Replace Airfield Holding Position Signs

Derivation of Fees

| | | | | | | | | | | | | | | | | | | | | | | | | |
|---|----------------|----------|----------|----------|---------|----------|------------------|--|---------|---------|----------|----------|----------|----------|---------|--------|--------|---------|---------|--------------------|-----------------|----------|------------|-------------|
| <div></div> <div>Scope of Services/Fee Estimate</div> | | | | | | | | Project: Project 59464 - Terminal Apron Rehabilitation | | | | | | | | | | | | Date: 1/20/2017 | | | | |
| | | | | | | | | Location: Location Garden City Regional Airport | | | | | | | | | | | | RAS | | | | |
| | | | | | | | | Client: Client City of Garden City | | | | | | | | | | | | | | | | |
| Task | Labor Required | | | | | | Total Labor Cost | Expenses Required | | | | | | | | | | | | Total Expense Cost | Total Task Cost | | | |
| | PIC | PM | QC | Eng | Tech | Admin | | Mile | Parking | Flight | Hotel | Car | Meals | 8.5x11 | 11x17 | Plots | Prints | Reports | Ship | | | | | |
| | Rate: | \$101.84 | \$50.56 | \$74.88 | \$33.28 | \$41.60 | | \$37.52 | \$0.575 | \$18.00 | \$600.00 | \$150.00 | \$150.00 | \$12.00 | \$0.07 | \$0.14 | \$1.50 | \$1.50 | \$50.00 | | | \$40.00 | | |
| | Overhead: | 146.83% | 146.83% | 146.83% | 146.83% | 146.83% | | 146.83% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | | | 0% | | |
| | Fixed Fee: | 15% | 15% | 15% | 15% | 15% | | 15% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | | | 0% | | |
| Gross Rate: | | \$289.08 | \$143.52 | \$212.55 | \$94.47 | \$118.08 | \$106.50 | Gross Rate: | | \$0.575 | \$18.00 | \$600.00 | \$150.00 | \$150.00 | \$12.00 | \$0.07 | \$0.14 | \$1.50 | \$1.50 | \$50.00 | \$40.00 | | | |
| I. Project Management | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| | | | | | | | | \$0.00 | | | | | | | | | | | | | | | \$0.00 | \$0.00 |
| Subtotal | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 | \$0.00 |
| Total Project Management Fees | | | | | | | | \$0.00 | | | | | | | | | | | | | | | \$0.00 | \$0.00 |
| II. Design Services | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| Preliminary Design | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| Engineer's Report | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| General Scope of Project | | K400 | 0.25 | | | | | \$36.00 | | | | | | | 25 | | | | | | \$2.00 | \$38.00 | | |
| Airport Operational Safety | | K400 | 1 | | 2 | | | \$333.00 | | | | | | | 25 | | | | | | \$2.00 | \$335.00 | | |
| Engineer's estimate of probable cost | | K400 | | | 0.5 | | | \$48.00 | | | | | | | 25 | | | | | | \$2.00 | \$50.00 | | |
| Preliminary project budget | | K400 | 0.5 | | 1 | | | \$167.00 | | | | | | | 25 | | | | | | \$2.00 | \$169.00 | | |
| | | | | | | | | \$0.00 | | | | | | | | | | | | | \$0.00 | \$0.00 | | |
| Construction Safety and Phasing Plan (CSPP) | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| Coordination | | K400 | | | | | | \$0.00 | | | | | | | 25 | | | | | | \$2.00 | \$2.00 | | |
| Phasing | | K400 | 1 | | 2 | | | \$333.00 | | | | | | | 25 | | | | | | \$2.00 | \$335.00 | | |
| Areas and operations affected by construction activity | | K400 | 1 | | 1 | | | \$238.00 | | | | | | | 25 | | | | | | \$2.00 | \$240.00 | | |
| protection of NAVAIDS | | K400 | 0.5 | | 0.5 | | | \$119.00 | | | | | | | 25 | | | | | | \$2.00 | \$121.00 | | |
| Contractor access | | K400 | | | 0.5 | | | \$48.00 | | | | | | | 25 | | | | | | \$2.00 | \$50.00 | | |
| | | | | | | | | \$0.00 | | | | | | | | | | | | | \$0.00 | \$0.00 | | |
| | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| 90% Design | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| Plans | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| Safety & Phasing Plans | | K400 | 1 | | 2 | 4 | | \$805.00 | | | | | | | | 20 | | | | | \$3.00 | \$808.00 | | |
| | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| 90% Design Submittal | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| Preparation/Submission of FAA 7460 documentation | | K400 | | | 1 | 2 | | \$331.00 | | | | | | | 25 | | | | | | \$2.00 | \$333.00 | | |
| | | | | | | | | \$0.00 | | | | | | | | | | | | | \$0.00 | \$0.00 | | |
| Issued for Bid | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| Plans | | K420 | 1 | | 1 | 1 | | \$357.00 | | | | | | | | 50 | | | | | \$7.00 | \$364.00 | | |
| Specifications | | K420 | | | 1 | | | \$95.00 | | | | | | | 50 | | | | | | \$4.00 | \$99.00 | | |
| Cost Estimate | | K420 | | | 0.5 | | | \$48.00 | | | | | | | | | | | | | \$0.00 | \$48.00 | | |
| Construction Safety and Phasing Plan (CSPP) | | K420 | | | | | | \$0.00 | | | | | | | 50 | | | | | | \$4.00 | \$4.00 | | |
| | | | | | | | | \$0.00 | | | | | | | | | | | | | \$0.00 | \$0.00 | | |
| Subtotal | | | | | | | | 0 | 6.25 | 0 | 13 | 7 | 0 | | 350 | 70 | 0 | 0 | 0 | 0 | 0 | \$0.00 | \$0.00 | |
| Total Design Services Fees | | | | | | | | \$2,958.00 | | | | | | | | | | | | | | \$38.00 | \$2,996.00 | |
| III. Bidding Services | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| | | | | | | | | \$0.00 | | | | | | | | | | | | | | \$0.00 | \$0.00 | |
| Subtotal | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 | \$0.00 |
| Total Bidding Services Fees | | | | | | | | \$0.00 | | | | | | | | | | | | | | | \$0.00 | \$0.00 |
| IV. Subcontracts | | | | | | | | | | | | | | | | | | | | | | | | |
| Aviation Alliance, Inc. (Electrical) | | | | | | | | | | | | | | | | | | | | | | | | \$14,946.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Subcontracts Fees | | | | | | | | | | | | | | | | | | | | | | | | \$14,946.00 |
| Total Cost | | | | | | | | | | | | | | | | | | | | | | | | \$17,942 |



CITY COMMISSION

J. CHRISTOPHER LAW,
Mayor

ROY CESSNA

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

MEMORANDUM

TO: Rachelle Powell, Director of Aviation

FROM: Steve Cottrell, Assistant to the City Manager

DATE: February 6, 2017

RE: Engineering services (Task Order No. 5) Independent Engineering Cost Analysis: AIP No. 3-20-0039 – Runway 17/35 Repair & Replacement of Hold Position Signs – design phase services

I have evaluated the scope of engineering services and fees for the referenced project. I have prepared an independent cost estimate and find that the fees for design phase services would be \$34,470.

In my opinion, the proposed fee of \$26,145 for the design phase services is reasonable for this project.

If additional information is needed, please let me know.

CITY ADMINISTRATIVE
CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

Steven F. Cottrell, PE
Assistant to the City Manager
2/6/2017



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: March 7, 2017
RE: Proposal from Hydro Resources to Drill Well #31 and Plug Well #15

ISSUE:

The Governing Body is asked to consider and approve a proposal from Hydro Resources Mid Continent, Inc. for \$135,157.00 to drill Well #31 and install the pump and piping in accordance with KDHE regulations.

BACKGROUND:

The City proposes to engage Hydro Resources Mid Continent, Inc. to drill Well #31 and install the required pumping equipment to bring the well back into service. Hydro Resources has provided two task orders to accomplish this. A proposal addresses the drilling of Well #31 for \$101,725.00 and another proposal addressing the setting of the pumping equipment for \$33,432.00. The cost of both tasks is \$135,157.00.

In June 2016, Well #15 experienced a severe reduction in water production. Staff worked with Hydro Resources to trouble shoot the well and quickly determined that the well had met the end of its service life. City staff has worked with Wilson & Co. Engineers to plan for the construction of a new well to replace Well #15. The engineers completed the plans in late 2016. Additionally, the project plans have been submitted to and approved by the Kansas Department of Health and Environment (KDHE). The Kansas Department of Agriculture - Division of Water Resources (DWR) have approved the relocation of the well location 28 feet north and 8 feet east of Well #15 and construct a new well that will be known as Well #31 for regulatory purposes.

Well #15 is out of service and will be abandoned according to regulation by Hydro Resources. The cost to plug the well will be \$2,954, this task item will be executed by the Water Resource Manager and is not included with the task approval in this agenda item.

ALTERNATIVES:

1. Accept the proposal from Hydro Resources Mid Continent, Inc. for \$135,157.00 to drill Well #31 and install pumping equipment.
2. Reject the proposal and direct staff to find an alternate vendor.

RECOMMENDATION:

Staff recommends Alternative 1. Well #31 will be critical to ensure adequate water is supplied to fulfill the water needs of the City. This well is one of three source wells that provide 2 million gallons daily to the Wheatland Electric Cooperative reverse osmosis plant.

FISCAL NOTE:

The project to drill Well #31 is part of the temporary financing for Water Department Projects in 2017. Bond account 041.91.000.6040.05 balance is \$2,355,000.

ATTACHMENTS:

| Description | Upload Date | Type |
|----------------------------------|-------------|---------|
| Well #31 Proposal | 2/28/2017 | Exhibit |
| Well #31 Pump Equipment Proposal | 2/28/2017 | Exhibit |

August 20, 2016

City of Garden City



Well #31 Fulton & Spensor Street Well

Revised 2/15/17

PROPOSAL FOR REPLACEMENT MUNICIPAL WELL - 16" CASING

| Quantity | Units | Description of Work | Unit Price | Total |
|------------------------------|-------|--|------------|--------------|
| 1 | LS | Mob & Demob - site preparation | \$7,500.00 | \$7,500.00 |
| 341 | FT | Drill 24" hole by reverse circulation | \$60.00 | \$20,460.00 |
| 241 | FT | Furnish & install 16" steel casing - .375" w | \$60.00 | \$14,460.00 |
| 100 | FT | Furnish & install 16" SS screen | \$210.00 | \$21,000.00 |
| 241 | FT | Furnish & install gravel pack | \$25.00 | \$6,025.00 |
| 100 | FT | Furnish & install cement | \$65.00 | \$6,500.00 |
| 18 | HR | Develop by bailing | \$230.00 | \$4,140.00 |
| 1 | LS | Furnish & install test pump | \$6,500.00 | \$6,500.00 |
| 8 | HR | Develop by pumping | \$280.00 | \$2,240.00 |
| 6 | HR | Step test | \$280.00 | \$1,680.00 |
| 24 | HR | Continuous pumping test | \$280.00 | \$6,720.00 |
| 1 | LS | Disinfect Well | \$1,500.00 | \$1,500.00 |
| 1 | LS | Concrete pump pad | \$3,000.00 | \$3,000.00 |
| TOTAL FOR 16" MUNICIPAL WELL | | | | \$101,725.00 |
| plus applicable sales tax | | | | |

Bruce J. Reichmuth

Hydro Resources Mid Continent Inc
3795 W. Jones Ave
P.O. Box 639
Garden City, KS 67846

620-277-2389
620-277-0224 - Fax
620-260-8803
breichmuth@hydroresources.com

| | | | | |
|--|----------------------------------|---|-------------------------------|-----------------------|
| | | | | |
| City of Garden City | | | | |
| | | | | |
| Well #31 - Fulton & Spensor Street | | | | |
| | | | | |
| Estimated Cost to Repair and Install Pump in the New Well. | | | | |
| | Replace bowl assembly - 500 gpm | | | |
| | Replace all the column pipe | | | |
| | Replace 6 pieces of line shaft | | | |
| | Replace all spiders and bushings | | | |
| | Install check valve and screen | | | |
| | | | | |
| | | | | |
| <u>Quantity</u> | <u>Units</u> | <u>Description</u> | <u>Unit Price</u> | <u>Extended Price</u> |
| 1 | EA | 8 stage 12" bowl assembly | \$9,700.00 | \$9,700.00 |
| 30 | EA | 8" x 9' 11 1/4" x .277 wall column pipe | \$306.00 | \$9,180.00 |
| 1 | EA | 8" x 4' 11 1/4" x .277 wall column pipe | \$245.00 | \$245.00 |
| 6 | EA | 1 11/16" 416 SS shaft x 10' | \$302.00 | \$1,812.00 |
| 32 | EA | 1 11/16" 304 ss couplings | \$53.00 | \$1,696.00 |
| 32 | EA | 2 1/2" x 8" bronze insert spiders | \$134.00 | \$4,288.00 |
| 32 | EA | 1 11/16" x 2 1/2" rubber inserts | \$16.00 | \$512.00 |
| 1 | EA | 6" x 12" nipple | \$167.00 | \$167.00 |
| 1 | EA | 6" check valve | \$1,325.00 | \$1,325.00 |
| 1 | EA | 6" suction screen | \$307.00 | \$307.00 |
| | | | | |
| | | | | |
| 12 | HR | Delivery and Installation | \$250.00 | \$3,000.00 |
| 12 | HR | Shop and Field labor | \$100.00 | \$1,200.00 |
| | | | | |
| | | | | |
| | | | Estimated Total | \$33,432.00 |
| | | | | |
| Bruce J. Reichmuth | | | 620-277-2389 | |
| Hydro Resources Mid Continent Inc | | | 620-277-0224 - Fax | |
| 3795 W. Jones Ave | | | 620-260-8803 | |
| P.O. Box 639 | | | breichmuth@hydroresources.com | |



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: March 7, 2017
RE: Bids for the Construction of a Well House for Well #31

ISSUE:

The Governing Body is asked to consider and approve a bid for the construction of a well house that will enclose Well #31, a new well that will be located near the intersection of Fulton Street and Spencer St. in Garden City, Kansas.

BACKGROUND:

The City solicited bids for a new well house to enclose Well #31 that will be constructed this spring. The bid opening was at the City Administrative Center on February 22, 2017, at 2:30 PM. Contractors submitting sealed bids were Dick Construction and Lee Construction, both of Garden City. The bid tabulation is attached for reference. Lee Construction submitted the low bid of \$108,600.00. The engineer's estimate of cost for the building was \$125,000.00.

In June 2016, Well #15 experienced a severe reduction in water production. Staff worked with Hydro Resources to trouble shoot the well and quickly determined that the well had met the end of its service life. City staff has worked with Wilson & Co. Engineers to plan for the construction of a new well to replace Well #15. The engineers completed the plans in late 2016. Additionally, the project plans have been submitted to and approved by the Kansas Department of Health and Environment (KDHE). The Kansas Department of Agriculture - Division of Water Resources (DWR) have approved the relocation of the well location 28 feet north and 8 feet east of Well #15 and construct a new well that will be known as Well #31 for regulatory purposes.

ALTERNATIVES:

1. Accept the low bid from Lee Construction to construct a new well house for Well #31 and authorize the City Manager to execute the contract documents.
2. Select an alternate bid to construct a new well house for Well #31.
3. Reject all bids and direct staff to find an alternate solution.

RECOMMENDATION:

Staff recommends Alternative #1.

FISCAL NOTE:

The project to construct Well #31 and the well house described in this bid is part of the temporary financing for Water Department projects in 2017. Bond account 041.91.000.6040.05 balance is \$2,355,000.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------------------------|-------------|---------|
| Bid Tabulation - Well House Well #31 | 2/23/2017 | Exhibit |

BID TABULATION SUMMARY

BID FOR: City of Garden City, Kansas
Fulton & Spencer Well #31
City Project: W2016-017

TIME: 22 February 2017, 2:30 p.m.

| Bidder | Bid Security | List of Subcontractors Form 00411-1 | Substantial Completion | Final Completion | Addendum No. 1 | Lump Sum Bid Price |
|-------------------------|--------------|--|------------------------|------------------|----------------|--------------------|
| Dick Construction, Inc. | X | X | 60 days | 75 days | X | \$113,324.00 |
| Lee Construction, Inc. | X | X | 60 days | 75 days | X | \$108,600.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Engineer's Estimate | -- | -- | -- | -- | -- | \$125,000.00 |



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jeff Holste, Engineering; Sam Curran, Public Works Director
DATE: March 7, 2017
RE: Harvest Street Drainage Project

ISSUE:

The Governing Body is asked to consider and approve the bids received for the Harvest Street drainage project.

BACKGROUND:

Bids were opened February 22, 2017 in the Administration Building at 1:30 p.m. for Harvest Street drainage improvement to improve the drainage in front of the Electric Service Center and Love's Country Store. APAC-Kansas Inc., Shears Division was the low bidder for the base bid price of \$155,048.00 and alternate bid price of \$103,681.00 for a total price of \$258,729.00.

Staff has attached the bid tabulation sheet for your review.

ALTERNATIVES:

1. Accept the low base bid of \$155,048.00 and add alternate bid of \$103,681.00 for a total price of \$258,729.00 from APAC-Kansas Inc., Shears Division.
2. Reject the bids from APAC-Kansas Inc., Shear Division for the Harvest Street drainage project.

RECOMMENDATION:

Staff recommends accepting the bids and awarding the contract to APAC-Kansas Inc., Shears Division in the amount of \$258,729.00 for the base bid and alternate bid, and authorizing the Mayor and City Clerk to execute the contract when the documents are returned by the contractor.

FISCAL NOTE:

The initial costs will be paid by the Electric Fund (#68) with repayments to that fund each year from the Drainage Utility Fund.

ATTACHMENTS:

| Description | Upload Date | Type |
|----------------------------------|-------------|-----------------|
| Harvest Street Bid Tabulation | 2/28/2017 | Backup Material |
| Harvest St Construction Contract | 2/28/2017 | Backup Material |
| Harvest St Notice of Award | 2/28/2017 | Backup Material |

BID TABULATION SUMMARY

BID FOR: City of Garden City, Kansas
 Harvest Street Drainage Improvements
 City Project: W2016-014

TIME: 22 February 2017, 1:30 p.m.

| Bidder | Bid Security | List of Subcontractors Form 00411-1 | Substantial Completion | Final Completion | Addendum No. 1 | Base Bid Price | Add Alt #1 Bid Price |
|----------------------------------|--------------|--|------------------------|------------------|----------------|----------------|----------------------|
| APAC-Kansas Inc, Shears Division | X | X | June 5, 2017 | July 5, 2017 | X | \$155,048.00 | \$103,681.00 |
| Nowak Construction | X | X | June 5, 2017 | July 5, 2017 | X | \$271,120.60 | \$115,246.00 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Engineer's Estimate | -- | -- | -- | -- | -- | \$184,284.00 | \$147,290.00 |



Harvest Street Drainage Improvements
Project No. W02016-014
City of Garden City, Kansas
Bid Opening 2/22/2017 1:30 pm

**WILSON
& COMPANY**

| No. | Bid Item | Unit | Quantity | Engineer's Estimate | | APAC-Kansas, Inc. Shears Division | | Nowak Construction Company, Inc. | |
|-------------------------------|--|----------|----------|---------------------|-------------|-----------------------------------|-------------|----------------------------------|--------------|
| | | | | Unit Cost | Extension | Unit Cost | Extension | Unit Cost | Extension |
| Base Bid | | | | | | | | | |
| 1 | Mobilization | L.S. | 1 | \$16,600.00 | \$16,600.00 | \$42,000.00 | \$42,000.00 | \$11,000.00 | \$11,000.00 |
| 2 | Contractor Construction Staking | L.S. | 1 | \$1,700.00 | \$1,700.00 | \$3,750.00 | \$3,750.00 | \$2,820.00 | \$2,820.00 |
| 3 | Removal of Existing Structures | L.S. | 1 | \$5,000.00 | \$5,000.00 | \$4,300.00 | \$4,300.00 | \$510.00 | \$510.00 |
| 4 | Common Excavation | Cu. Yd. | 90 | \$9.00 | \$810.00 | \$32.60 | \$2,934.00 | \$20.00 | \$1,800.00 |
| 5 | Slope Protection (Riprap Stone) | Cu. Yd. | 30 | \$75.00 | \$2,250.00 | \$200.00 | \$6,000.00 | \$110.00 | \$3,300.00 |
| 6 | Concrete Pavement (8" Uniform) (AE) (NRDJ) | Sq. Yd | 148 | \$75.00 | \$11,100.00 | \$80.00 | \$11,840.00 | \$76.00 | \$11,248.00 |
| 7 | Valley Gutter Special | Sq. Yd | 284 | \$75.00 | \$21,300.00 | \$80.00 | \$22,720.00 | \$85.00 | \$24,140.00 |
| 8 | Aggregate Base (AB-2)(6") | Sq. Yd | 418 | \$8.00 | \$3,344.00 | \$8.35 | \$3,490.30 | \$34.00 | \$14,212.00 |
| 9 | Manholes | EACH | 1 | \$4,800.00 | \$4,800.00 | \$5,520.00 | \$5,520.00 | \$8,840.00 | \$8,840.00 |
| 10 | Drain Basin (Nyloplast) | EACH | 4 | \$3,500.00 | \$14,000.00 | \$3,200.00 | \$12,800.00 | \$4,420.00 | \$17,680.00 |
| 12 | 18" Storm Sewer (HDPE) | Lin. Ft. | 68 | \$75.00 | \$5,100.00 | \$36.25 | \$2,465.00 | \$70.00 | \$4,760.00 |
| 13 | 24" Storm Sewer (HDPE) | Lin. Ft. | 302 | \$90.00 | \$27,180.00 | \$39.60 | \$11,959.20 | \$85.00 | \$25,670.00 |
| 14 | 30" Storm Sewer (HDPE) | Lin. Ft. | 310 | \$110.00 | \$34,100.00 | \$48.45 | \$15,019.50 | \$442.26 | \$137,100.60 |
| 15 | End Section (30")(CS) | EACH | 1 | \$1,000.00 | \$1,000.00 | \$975.00 | \$975.00 | \$800.00 | \$800.00 |
| 16 | Traffic Control | L.S. | 1 | \$20,000.00 | \$20,000.00 | \$4,775.00 | \$4,775.00 | \$1,580.00 | \$1,580.00 |
| 17 | Seeding | L.S. | 1 | \$6,000.00 | \$6,000.00 | \$2,500.00 | \$2,500.00 | \$2,925.00 | \$2,925.00 |
| 18 | Erosion Control | L.S. | 1 | \$10,000.00 | \$10,000.00 | \$2,000.00 | \$2,000.00 | \$2,735.00 | \$2,735.00 |
| Base Bid Total | | | | \$184,284.00 | | \$155,048.00 | | \$271,120.60 | |
| Add Alternate No. 1 Bid | | | | | | | | | |
| 1 | Mobilization | L.S. | 1 | \$13,300.00 | \$13,300.00 | \$11,985.00 | \$11,985.00 | \$500.00 | \$500.00 |
| 2 | Contractor Construction Staking | L.S. | 1 | \$1,300.00 | \$1,300.00 | \$1,250.00 | \$1,250.00 | \$1,055.00 | \$1,055.00 |
| 3 | Removal of Existing Structures | L.S. | 1 | \$5,000.00 | \$5,000.00 | \$500.00 | \$500.00 | \$200.00 | \$200.00 |
| 4 | Common Excavation | Cu. Yd. | 120 | \$9.00 | \$1,080.00 | \$34.75 | \$4,170.00 | \$20.00 | \$2,400.00 |
| 6 | Concrete Pavement (8" Uniform) (AE) (NRDJ) | Sq. Yd | 444 | \$75.00 | \$33,300.00 | \$72.55 | \$32,212.20 | \$76.00 | \$33,744.00 |
| 7 | Valley Gutter Special | Sq. Yd | 341 | \$75.00 | \$25,575.00 | \$83.65 | \$28,524.65 | \$85.00 | \$28,985.00 |
| 8 | Aggregate Base (AB-2)(6") | Sq. Yd | 705 | \$8.00 | \$5,640.00 | \$9.35 | \$6,591.75 | \$34.00 | \$23,970.00 |
| 10 | Drain Basin (Nyloplast) | EACH | 2 | \$3,500.00 | \$7,000.00 | \$2,950.00 | \$5,900.00 | \$3,250.00 | \$6,500.00 |
| 11 | 12" Storm Sewer (HDPE) | Lin. Ft. | 129 | \$45.00 | \$5,805.00 | \$22.50 | \$2,902.50 | \$42.00 | \$5,418.00 |
| 12 | 18" Storm Sewer (HDPE) | Lin. Ft. | 38 | \$75.00 | \$2,850.00 | \$38.75 | \$1,472.50 | \$67.00 | \$2,546.00 |
| 13 | 24" Storm Sewer (HDPE) | Lin. Ft. | 116 | \$90.00 | \$10,440.00 | \$36.40 | \$4,222.40 | \$83.00 | \$9,628.00 |
| 16 | Traffic Control | L.S. | 1 | \$20,000.00 | \$20,000.00 | \$3,000.00 | \$3,000.00 | \$100.00 | \$100.00 |
| 17 | Seeding | L.S. | 1 | \$6,000.00 | \$6,000.00 | \$500.00 | \$500.00 | \$100.00 | \$100.00 |
| 18 | Erosion Control | L.S. | 1 | \$10,000.00 | \$10,000.00 | \$450.00 | \$450.00 | \$100.00 | \$100.00 |
| Add Alternate No. 1 Bid Total | | | | \$147,290.00 | | \$103,681.00 | | \$115,246.00 | |
| Total | | | | \$331,574.00 | | \$258,729.00 | | \$386,366.60 | |
| Bid Bond | | | | | | Yes | | Yes | |
| Addendum No. 1 | | | | | | Yes | | Yes | |

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 APAC – Kansas, Inc., Shears Division ("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 general described as drainage improvements to Harvest Street which consists of the following major items:

Base Bid: 90 Cu. Yds. Excavation, 148 Sq. Yds. Concrete Pavement, 284 Sq. Yds. Valley Gutter, 418 Sq. Yds. Aggregate Base, 1 Concrete Manhole, 4 Drain Basin, 680 L.F. Storm Sewer, Traffic Control, Seeding and Temporary Erosion Control.

Add Alternate No. 1: 120 Cu. Yds. Excavation, 444 Sq. Yds. Concrete Pavement, 341 Sq. Yds. Valley Gutter, 705 Sq. Yds. Aggregate Base, 2 Drain Basin, 283 L.F. Storm Sewer, Traffic Control, Seeding and Temporary Erosion Control.

ARTICLE 2 - THE PROJECT

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

City of Garden City, KS; Harvest Street Drainage Improvements

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Wilson and Company, Inc., Engineers & Architects; 1700 East Iron Avenue; Salina, KS 67401 (Engineer), which is 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);
 - 2. Performance 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:

City of Garden City, KS; Harvest Street Drainage

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

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.

- 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

Garden City, KS 67846

(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.)

CONTRACTOR:

APAC – Kansas, Inc., Shears Division

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:

820 Canterbury

Hays, KS 67601

License No.: _____
(Where applicable)

END OF SECTION

SECTION 00510

NOTICE OF AWARD

Date of Issuance:

| | | | |
|-----------|---|-------------------------|-------------------------|
| Owner: | City of Garden City, KS | Owner's Contract No.: | W2016-014 |
| Engineer: | Wilson and Company, Inc., Engineers & Architects | Engineer's Project No.: | 16-100-063-03 |
| Project: | Harvest Street Drainage Improvements | Contract Name: | Harvest Street Drainage |

Bidder: APAC – Kansas, Inc., Shears Division

Bidder's Address: 820 Canterbury, P.O. Box 190, Hays, KS 67601

TO BIDDER:

You are notified that Owner has accepted your Bid dated February 22, 2017 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Harvest Street Drainage Improvements

The Contract Price of the awarded Contract is:

Base Bid \$ \$155,048.00 [subject to unit prices]

Add Alternate NO. 1 Bid \$ \$103,681.00 [subject to unit prices]

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one (1) copy of the Contract Documents (except Drawings) 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

EJCDC® C-510, Notice of Award.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: March 7, 2017
RE: New and renewed contractor licenses for March 7, 2017.

ISSUE:

The Governing Body is asked to consider and approve the contractor licenses for March 7, 2017.

BACKGROUND:

Attached is a list of contractors that 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:

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 | 2/27/2017 | Backup Material |

CONTRACTOR LICENSE AGENDA

March 7, 2017

2017 NEW

CLASS A General

Huber Land and Water LLC.
Marcus Construction Co., Inc.

2017 RENEWAL

CLASS A General

Kel-Mar Properties

CLASS B General

Jim Wood Company Inc.

CLASS D-E Electrical

J&T Electric LLC

CLASS D-M Mechanical

HECO Heating and Cooling

CLASS E-SOC Arborist

Raymond Greer

CLASS E-SOC Fences

Garden True Value

CLASS E-SOC Sprinkler

Garden True Value

CLASS E-SOC Siding & Windows

Precision Siding & Construction



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cemetery Dept.
DATE: March 7, 2017
RE: Quit Claim Deed

ISSUE:

Quit Claim Deed from Bernard D. Haflich transferring Spaces 3 and 4, Lot 53, Zone H, located in Valley View Cemetery to Kaye Lightner.

BACKGROUND:

none

ALTERNATIVES:

none

RECOMMENDATION:

none

FISCAL NOTE:

none



MEMORANDUM

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

ISSUE:

Presentation of the January 17, 2017 Park and Tree Advisory Board minutes.

BACKGROUND:

Attached is the Park and Tree Advisory Board minutes from the January 17, 2017 meeting.

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

| Description | Upload Date | Type |
|--|-------------|-----------------|
| January Park and Tree Advisory Board Minutes | 3/1/2017 | Backup Material |

**Garden City Parks & Tree Board
Minutes of Meeting
January 17, 2017**

Call to Order: John Brennaman called the meeting to order at approximately 5:53 pm.

Members Present: Pat Geier, John Brennaman, Ed Sattler and Mike Ramsey

Members Excused: David Miller

Vacant Seats: 3

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 Mike Ramsey to approve the agenda as presented. Motion Carried.

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

Fund Report:

- A. **General Account** - \$47,548.50. Liquor tax goes to Park and Recreation departments.
- B. **Tree Trimming and Landscaping Account** - \$71,688.63. "030" money carried over for unfinished jobs –
- C. **Tree Account** - loans and rebates:
 - a. Tree Loans – 0 for 2017. (13 loans in 2016 for \$11,627)
 - b. Tree Rebates – 0 for 2017. (24 rebates – 31 trees for \$1,504.50 in 2016)
- D. **Landscaping** - \$15,270 general fund – trees, shrubs, seeds & landscape (could include irrigation)

Staff Report:

- A. **Big Pool Update** – No Update
- B. **Clint Lightner** – Started bid project work on 1/17/17. Shooting for March for bids.
- C. **Cemetery** – Parks is taking over the irrigation system in 2017. If budgeted in 2016 for 2017, Cemetery may transfer an employee to Parks to help with Cemetery and Parks irrigation.
- D. **Tree City USA** – Submitted two weeks early in December. "Growth" award is additional to basic award.
- E. **Santa Fe Playground** – Park is fully functional. Need to replace five small junipers that were damaged during the final concrete installation on the east side of the playground.
- F. **SiteOne Landscaping** – Park Superintendent Liebelt and three other staff members are attending a one-day conference in Wichita on January 31st.
- G. **Finnup Drain** – Added 100' toward the east this winter. The Finnup drain is a slow project that will take a few more winters to complete.

- H. **Storm Report** – No tree damage until Monday morning when the snow began to fall. We dodged a bullet with temperatures hovering around 32 degrees all weekend.
- I. **Shade Tree Report** – Gene Greer attended the Shade Tree Conference hosted by the Kansas Arborist Association in Topeka, KS, this month.
- J. **Christmas Tree Pick up** – Done in two days – fewer trees every year.

VI Committee Reports

- A. **Tree List** – The Park and Tree Board is in the process of upgrading the recommended tree list for the city. It is a volunteer effort at this time. Andy will add to his list when he has time.

VII Unfinished Business

- A. **Irrigation Audit** – The recommendation from Eric Christiansen is the Toro Sentinel system – Superintendent Liebelt believes the Toro system is a good system but is not finished looking into other systems. Liebelt wants to find the best system to recommend to the governing body as pertaining to technology, start-up cost, and annual costs. Preliminarily, the Toro system has broken the City into eight sections. Each section has a hub controller with the internet and/or 4G connections. These hubs would then communicate via radio frequency with slave controllers. Superintendent Liebelt would like to begin identifying sites to begin converting cool season grass to warm season grass to further our water conservation efforts as pertaining to landscape use. One location identified is the Train Depot & Mrs. Fulton's Garden. Buffalo grass would be the grass of choice in this location. Kansas Avenue would also be a good place to use buffalo grass.
- B. **Arbor Day Posters** – Pick up posters the afternoon of the January 31st. (Andy – Homeschool, Pat – St Dominic/Charles O Stone and Mike - Jennie Barker/Bernadine Sitts/St Mary). Judging will be held at the Finnup Center on February 1st at 5:30 pm.

VII. New Business

- A. **Defer officer elections to February meeting.**

IX. Announcements.

- A. **John Klempa** – Community Forestry Workshop – February 22, 2017.

Scheduled next meeting – The next meeting will be on February 21st at 5:45 pm. The meeting will be held in the new Parks building located at 106 S 11th.

Adjournment – Motion was made by Ed Sattler and seconded by Pat Geier. Motion carried. The meeting was adjourned at approximately 6:49 pm.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: March 7, 2017
RE: Police/Citizens Advisory Board February 21, 2017 meeting Minutes.

ISSUE:

Presentation of the February 21, 2017 minutes for the Police/Citizens Advisory Board meeting.

BACKGROUND:

Attached are the meeting minutes for the Police/Citizens Advisory Board meeting held on February 21, 2017.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

| Description | Upload Date | Type |
|----------------------------|-------------|-----------------|
| PCAB February 2017 Minutes | 3/1/2017 | 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

February 21, 2017

5:30 pm – 6:30 pm

Present: Charles Allen; Mellaina Johnson, Alyssa Ralston, Darla Samy; Connie Bonwell; Steve Jones

Absent: Jeff Starkey; Stan Kennedy; Vinh Nguyen, Alisha Weber; Sgt. Andrew Roush

Staff: Chief Michael Utz, MPO Ben Weeks, Raquel Arellano

Guests: Emma Kennedy; Kylie Travers

I. Call Meeting to Order

Chairperson Chuck Allen called the meeting to order at 5:30 p.m.

II. Approval of Minutes

Chairperson Allen gave a moment for attendees to review the Minutes from the Police/Citizens Advisory Board meeting held on January 17, 2017. A motion to approve the minutes was made by Steve Jones and seconded by Alyssa Ralston. Motion carried.

III. Review of Master Activity Report

Chief Utz presented the January 2017 Master Activity Report. Chief Utz led a discussion on the changes from the previous Master Activity Report.

IV. Monthly Recap

Chief Utz announced that the SunGard Bias Based Policing module has been implemented, and officers are entering data into the system.

Evidence Technician Connie Bachman's retirement date is February 28, 2017. A reception in her honor will be held at the GCPD Law Enforcement Center Training room on February 28, 2017 at 1:30 pm. Board members are invited to attend.

Shaun Hale did not complete training at the Kansas Law Enforcement Training Center and is no longer employed by the GCPD.

Officer Sahardid "Zack" Kassim tendered his resignation and his last day of employment with the GCPD will be March 3, 2017.

Communicator Tracy Schamberger also tendered her resignation and her last day of employment with the GCPD will be March 3, 2017.



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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The "Coffee with a Cop" event hosted by Patrick Dugan's Coffeehouse was successful with various members of the community and the GCPD attending. The date and time for the next event will be posted on the GCPD Facebook page.

V. Report From the Chief

Chief Utz provided an update on the various interviews given to Media outlets in reference to the attempted terrorist plot, and the recent proposed changes to immigration enforcement. A discussion was held on the GCPD's involvement with immigration issues.

Chief Utz provided an overview of the presentation on "Policing in Garden City in 2017 and Beyond" that was given to the City Commission at the February 21st Commission meeting.

VI: Report from Guests & Board Members

Chairperson Allen announced that the next PCAB Meeting is scheduled for Tuesday, March 21, 2017 at 5:30 p.m.

VII: Adjournment

Meeting Adjourned at 6:40 p.m.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Debbie Bridgemen, Secretary - GCRC
DATE: March 7, 2017
RE: 01-30-2017 GCRC minutes

ISSUE:

Presentation of the January 30, 2017 minutes from the Garden City Recreation Commission Board.

BACKGROUND:

Presentation of the January 30, 2017 minutes from the Garden City Recreation Commission Board.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

| Description | Upload Date | Type |
|-------------------------|-------------|-----------------|
| 01-30-2017 GCRC minutes | 3/2/2017 | Backup Material |

**Garden City Recreation Commission
Minutes
January 30, 2017**

I. Called Meeting to Order

Chairperson Myca Bunch called the meeting to order at 5:15 pm. Other board members present were Deb Oyler and Marilyn Porter. Jamie Warren arrived at 5:38 pm. GCRC staff present were Superintendent Aaron Stewart and Finance Director Debbie Bridgeman.

II. Approval of Agenda

Aaron stated that we would have an executive session this evening and suggested that we table the Old Business and table the New Logo Adoption and the Alcohol Sales at Deane Wiley because he would like to have the full board's input if possible on these items. Marilyn moved and Deb seconded to approve the agenda with those modifications. The motion carried with all in favor.

III. Consent Agenda

- Minutes of Regular Meeting December 20, 2016
- Staff Reports for January 2017
- Participation Reports

The board reviewed the minutes and board reports. There was discussion regarding the SW Martial Arts program and the State Youth Soccer Clinic along with the Core memberships and participation in all programs. Deb Oyler moved to approve the consent agenda, seconded by Marilyn Porter. The motion carried with all in favor.

IV. Financials

Aaron reviewed the financials. Aaron stated that our revenue was down about 15% in December but overall revenue was only down 2.7% for the year. The cash flow is \$273,000.00 better than last year with the bank balance of \$322,555.79 at the end of the year. Aaron also explained the retained earnings. Marilyn moved and Deb seconded to approve the financials. The motion carried with all in favor.

V. Superintendents Report

- Employee Training
- Website Update
- Kansas Sales Tax Audit

Aaron reported that he took his Certified Park & Recreation Professional test last week and passed. He also stated that he has signed up 10 of the full time employees for unlimited on-line training and seminars with Fred Pryor for a minimal cost. He stated this will be a good way to get some additional training for our staff. Aaron reported that Jared and he will be attending the KRPA Conference in Manhattan this week.

Aaron reported that he has visited with the City regarding the website they chose to go with and that he and Katie went through a demo with Civic Plus. He also stated they had a few other demos to look at and would hopefully have a recommendation for the Board in March.

Aaron stated that we received a self audit Sales Tax Audit from the State of Kansas. The belief was that we were going to have to pay sales tax on our memberships. We contacted Senator John Doll and Myca reported that Senator Doll checked into it and it looked like the audit was sent to us by mistake.

VI. Old Business

Tabled to next month

VII. New Business

a. Bids for Cleaning Machine /Building Maintenance

Aaron stated that we sent out bids for a floor scrubber and a floor machine for building maintenance. Powr-Flite came in the lowest and is one of the best and recommend to the board to approve this bid of \$6,435.00. Marilyn Porter moved to approve the bid. Deb Oyler seconded the motion. The motion carried with all in favor.

b. Radios for Maintenance

Aaron reported that the Maintenance Department needs new radios and the only one the City would allow us to use on their towers cost \$500.00 per radio. Our current radios are approximately 15 years old. He recommended that the Board approve to purchase 7 radios and he would push for the City to buy 4 and we would purchase 6 in order to get a discounted price of \$487.00. Jamie moved to approve the purchase of up to 7 Kenwood model NX 420 radios. Marilyn seconded the motion. The motion carried with all in favor.

c. New Logo Adoption

Tabled to next month

d. Background Checks/Disqualifications

Aaron stated that this is something that we are already doing, but we should officially adopt the policy. He presented the guidelines for the National Recreation & Park Association and a summary of a Volunteer & Employee Background Check Policy and explained the process. He stated that the annual estimated cost will be between \$10,000.00 to \$13,000. The adoption of the Policy was continued to the next meeting.

e. Recommendation for Deb Oyler's Reappointment

Aaron stated that Deb is up for reappointment to the board next month and asked the Board for a motion of recommendation to take to the City Commission's next meeting. Jamie Warren moved, seconded by Marilyn Porter to recommend the reappointment of Deb Oyler to the Garden City Recreation Board. The motion carried with all in favor.

f. Alcohol Sales/Deane Wiley

Tabled to next month

- VIII. Executive Session – Recreation Board will go into executive session for the purpose of discussing Personnel.** Deb moved and Jamie seconded to go into executive session for 10 minutes to discuss personnel. The motion carried with all in favor. The Board and Aaron went into Executive Session at 6:12 pm. The Board came out of Executive Session at 6:22 pm. The Board discussed Personnel policies. Marilyn moved and Deb seconded to terminate the maintenance worker in question. The motion carried with all in favor.

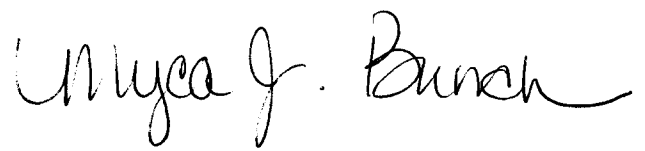
IX. Garden City Recreation Commission Question and Comments

The Board conversed about the Logo images.

X. Adjournment

Deb moved and Marilyn seconded to adjourn the meeting. The motion carried with all in favor. The meeting adjourned at 6:33 pm.


Secretary
Debbie Bridgeman



Approved: 2/27/2017