



**AGENDA
CITY COMMISSION MEETING
Tuesday, September 19, 2017
1:00 PM**

City Administrative Center, 301 N. 8th Street

I. Note:

Pre-meeting at 11:00 a.m. at Bernadine Sitts Intermediate Center (3101 Belmont Street) on the north side of the school for a demonstration of the new fire platform truck. 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. September 5, 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 authorize a request from Myca Bunch, Executive Director of Downtown Vision, under Code Section 6-35 and 6-133 to allow possession, consumption, and sale of cereal malt beverages or alcoholic liquors on the sidewalks, streets and public park at Stevens Park on Friday, October 6, 2017 for First Friday event in Stevens Park with a beer garden from 5:00 p.m. - 8:30 p.m.

VII. REPORT OF THE CITY MANAGER

A. The Garden City Fire Department Technical Rescue Team has been authorized to be an available resource to the State of Kansas Search and Rescue Response System.

B. Presentation of the August 2017 staff report from the Garden City Regional Airport.

C. Presentation of the August 2017 Building Report from Neighborhood &

Development Services.

- D. Presentation of the August 2017 Code Compliance Report from Neighborhood & Development Services.
- E. Presentation of the August 2017 City Link Ridership Report from Public Works.
- F. Presentation of the monthly Financial Reports from Service and Finance.
- G. Presentation of the August 2017 monthly staff report from Lee Richardson Zoo

VIII. MEETINGS OF NOTE

- September 16, 2017 - Fall Fest 2017 - Downtown Garden City
- September 19, 2017 - Garden City Area Chamber of Commerce - Candidate Forum for Garden City Commission from 6:00 - 8:00 p.m.
- September 16-18, 2017 - 2017 League of Kansas Municipalities Annual Conference in Wichita
- September 20, 2017 - Southwest Kansas Coalition Annual Meeting in Dodge City at 6:00 p.m. at Guymon Petro Bar & Grill
- September 28, 2017 - Coffee with a Cop will be at Patrick Dugan's Coffeehouse at 8:30 a.m.
- October 4, 2017 - League of Kansas Municipalities; 2017 Regional Supper at Cimarron Public Library at 5:30 p.m.
- October 5, 2017 - Diversity Breakfast at the Clarion Inn and Conference Center, 7:30 a.m. - 9:30 a.m.; Multi Cultural Summit from 10:00 a.m. - 3:30 p.m.
- October 18, 2017 - Annual State of the City address at the Garden City Area Chamber of Commerce breakfast at the Clarion Inn - 7:10 a.m.
- October 21, 2017 - FOLRZ's Boo! at the Zoo starts at 4:00 p.m. at Lee Richardson Zoo
- November 2, 2017 - Black Hills Energy Public Officials dinner at Samy's Spirits and Steakhouse at 6:30 p.m.
- November 4, 2017 - 10th Anniversary Banner Art Auction at the Clarion Inn at 6:00 p.m.
- November 25, 2017 - Stevens Park Tree Lighting Ceremony at 6:00 p.m.
- December 10, 2017 - Downtown Evening Christmas Parade, Main Street - 6:00 p.m.

IX. CONSIDERATION OF APPROPRIATION ORDINANCE

- A. Appropriation Ordinance No. 2443-2017A

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

- A. The Governing Body is asked to consider and approve a request from Bonanza Bioenergy, LLC for annexation of property located at 3002 East Highway 50 and to continue to receive all utility services as outlined in the attached Memo of Understanding.

1. Ordinance No. _____-2017, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A. 12-520(a)(7).
- B. The Governing Body is asked to consider and approve the attached resolutions allowing Garden City to participate in the Kansas Moderate Income Housing (MIH) Grant Program from the Kansas Housing Resources Corporation (KHRC).
 1. Resolution No. _____ - 2017, a resolution making certain findings and determinations giving authority to the City of Garden City, Kansas to partner with Samy's Development, LLC and apply for and participate in the Kansas Moderate Income Housing Program.

XI. OLD BUSINESS

- A. The Governing Body is asked to consider and approve the distribution of a portion of the remaining Art Grant funds as recommended by the Art Grant Committee.

XII. NEW BUSINESS

- A. The Governing Body is asked to consider and approve distribution of Downtown Development Funds for 309 N. Main Street.
- B. The Governing Body is asked to consider and approve an update to the Downtown Development Fund Agreement.
- C. The Governing Body is asked to consider and approve the Traffic Advisory Board recommendation from their September 5, 2017 meeting to change the pavement markings on north Main Street to three lanes with a center turning lane from Kansas Avenue to Mary Street.
- D. The Governing Body is asked to consider and approve the Traffic Advisory Board recommendation from their September 5, 2017 meeting to install 30 minute parking signs for the business at 112 N. Main Street.
- E. The Governing Body is asked to consider and approve the Traffic Advisory Board recommendation from their September 5, 2017 meeting for the installation of a Push Button Pedestrian Warning Light for Charles O. Stones Intermediate Center crosswalk on Jennie Barker Road.
- F. 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.
- G. **Consent Agenda for approval consideration:**

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

 1. The Governing Body is asked to consider and approve renewal of the

the Facility Use Agreement between Fullscope Training, LLC and the City of Garden City.

2. The Governing Body is asked to consider and approve the scanning project agreement between the City of Garden City and Docufree.
3. The Governing Body is asked to consider and approve the low bid from Speer Construction for the construction of improvements to the water distribution system and relocation of the wastewater treatment facility effluent structure.
4. The Governing Body is asked to consider and approve an agreement between the City of Garden City and the United States Department of the Interior: Bureau of Reclamation for funding to study effluent water reuse from resources available to the City.
5. The Governing Body is asked to consider and approve the contractor licenses for September 19, 2017.
6. The Governing Body is asked to consider and approve a Temporary Cereal Malt Beverage license.

XIII. CITY COMMISSION REPORTS

A. Commissioner Cessna

B. Mayor Dale

C. Commissioner Doll

D. Commissioner Law

E. Commissioner Fankhauser

XIV. OTHER ENTITIES

Presentation of the August 2017 Traffic Advisory Board minutes.

Presentation of the September 5, 2017 Zoo Advisory Board minutes.

XV. ADJOURN



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 19, 2017
RE: 09-5-2017 City Comm minutes

ISSUE:

September 5, 2017 City Commission minutes.

BACKGROUND:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
09-19-17 CC minutes	9/15/2017	Backup Material

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
September 5, 2017

Call to Order

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 PM at the City Administrative Center on Tuesday, September 5, 2017.

All members were present. Commissioner Fankhauser opened the meeting with the Pledge of the Allegiance to the Flag and the Invocation.

Approval of Minutes

The August 15, 2017 City Commission minutes were approved as presented.

Public Comment

Consideration of Petitions, Memorials and Remonstrances

The Governing Body considered and allowed the Mayor to proclaim September 5, 2017 as Sion Audrain Day.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and allowed the Mayor to proclaim September 6, 2017 as DeMarcus Elliott Day.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and allowed the Mayor to proclaim September 7, 2017 as Ruben Huerta Day.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and authorized the possession and consumption of alcoholic liquors at Buffalo Dunes Golf Course, on September 8-10, 2017 for the Garden City Charity Classic Golf Tournament, pursuant to Code Section 6-133.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and approved a request from Angelica Castillo Chappel, President of the Community Mexican Fiesta, to waive the sign fees and to place a 4' x 6' sign at the northwest corner of Stevens Park for the two weeks prior to September 9, 2017.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and approved a request from Athletic Director Drew Thon on behalf of USD 457 for approval of an aircraft landing in the corporate limits of the City on September 8, 2017 approximately between 6:40 and 7:10 p.m. at Garden City High School, pursuant to Code section 14-71.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and approved a request from Vickie Harshbarger on behalf of Mosaic to allow the Mayor to proclaim the week of September 10, 2017 as Direct Support Professionals Recognition Week.

Commissioner Cessna moved to approve. Mayor Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and approved a request from Eric Cenatiempo, on behalf of The Appliance and Furniture Mart for a waiver to the temporary structure requirements from September 13, 2017 - October 3, 2017 at 1117 Fleming Street to hold a tent/sidewalk sale.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and allowed the Mayor to proclaim September 14, 2017 as Cecil and Frances O'Brate Day on the occasion of their 70th Wedding Anniversary.

Commissioner Fankhauser moved to approve. Mayor Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and approved a request from Paulina Moreno for a waiver of the noise ordinance on September 23, 2017 from 8:00 p.m. - midnight for a quincianira at 2404 N. Main Street.

Mayor Dale moved to approve. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Dale, Doll, Fankhauser, Law

Report of the City Manager

KDOT has approved our application for a Geometric Improvement project for FY2020 on Kansas Avenue from east of Third Street to west of Belmont Place.

Fire Battalion Chief Jim Morris presented the results of the 2017 Muscular Dystrophy Boot Block Drive Sunday, August 27, 2017. The Fire Department raised \$4,760.21.

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

Presentation of the July 2017 staff report from the Garden City Regional Airport.

Presentation of the July 2017 Garden City Police Department Master Activity Report.

Presentation of July 2017 Fire Department Activity Reports.

Presentation of the Service and Finance Monthly Sales Tax Report.

Presentation of the July 2017 monthly staff report from Lee Richardson Zoo

Meetings of Note

- September 1, 2017 - First Fridays Downtown - participating stores open until 7:00 p.m.
- September 4-10, 2017 - Garden City Charity Classic / Symetra Tour
- September 9, 2017 - FOLRZ's A Wild Affair starts at 6:00 p.m. at Lee Richardson Zoo
- September 11, 2017 - Patriot Day Breakfast for First Responders at Senior Center of Finney County from 7:00 a.m. - 9:00 a.m.
- September 16, 2017 - Fall Fest 2017 - Downtown Garden City
- September 19, 2017 - Garden City Area Chamber of Commerce - Candidate Forum for Garden City Commission from 6:00 - 8:00 p.m.
- September 16-18, 2017 - 2017 League of Kansas Municipalities Annual Conference in

Wichita

- September 20, 2017 - Southwest Kansas Coalition Annual Meeting in Dodge City at 6:00 p.m. at Guymon Petro Bar & Grill
- October 4, 2017 - League of Kansas Municipalities; 2017 Regional Supper at Cimarron Public Library at 5:30 p.m.
- October 21, 2017 - FOLRZ's Boo! at the Zoo starts at 4:00 p.m. at Lee Richardson Zoo
- November 4, 2017 - 10th Anniversary Banner Art Auction at the Clarion Inn
- November 25, 2017 - Stevens Park Tree Lighting Ceremony at 6:00 p.m.

Consideration of Appropriation Ordinance

Appropriation Ordinance No. 2442-2017A

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

Consideration of Ordinances and Resolutions

The Governing Body considered and approved a Comprehensive Plan amendment for the proposed STAR Bond Project that may potentially be located at 900 Lareu Rd. The Comprehensive Plan Amendment for this location changed the Future Land Use from Two or More Families to Commercial/Residential.

1. Ordinance No.2769-2017, an ordinance approving amending the future land use map of the Garden City 2020 comprehensive; and repealing the current future land use map of the Garden City 2020 comprehensive plan.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and approved a Resolution of Intent for the adoption of the STAR Bond District Project Plan.

1. Resolution No. 2707-2017, a resolution stating the intent of the City of Garden City, Kansas to consider adoption of the Sports of the World Complex STAR Bond Project Plan in the STAR Bond district previously established by the City and providing for notice of a public hearing on such matters.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and approved an ordinance amending the General Improvements Handbook as specified in sections 78-43 and 78-77 of the Code.

1. Ordinance No. 2770-2017, an ordinance pertaining to the use of designated public rights-of-way; amending Sections 78-43 and 78-77 of the Code of Ordinances of the City of Garden City, Kansas; repealing sections 78-43 and 78-77, all to the code of ordinances of the City of Garden City, Kansas.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

New Business

The Governing Body consider an application to distribute Downtown Development Funds for 1005 N Main Street.

Commissioner Fankhauser moved to approve an award of \$25,000. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Fankhauser, Law

Nays: Cessna, Dale, Doll

Commissioner Cessna moved to approve an award of \$24,762.96. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and approved the Garden City Police Department's request to submit a grant application for ten portable radios for the Fiscal Year 2017 Edward Byrne Memorial Justice Assistance Grant Program.

Commissioner Doll moved to approve. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and appointed Jeana Anliker to the Planning Commission to fill an unexpired term as the City representative ending December 31, 2018.

Mayor Dale moved to approve. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body did not go into 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 as originally published in the meeting agenda.

Consent Agenda

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

Quit claim deed from Heir of Boniface Peters transferring Spaces 3 & 4, Lot 144, Zone B of Sunset Memorial Garden to Katherine Butler.

Quit claim deed from Fielding Hands transferring Spaces 7 & 8, Lot 741, Zone Brook of Valley View Cemetery to Peggy Hands.

Quit claim deed from Herlinda Small transferring Space 2, Lot 53, Zone A of Sunset Memorial Gardens to Shirley William.

Quit Claim deed from Joe A or Gloria Sena transferring Space 6, Lot 795, Zone Brookover of Valley View Cemetery to City of Garden City, KS.

Permission for Ramiro Castaneda to reserve Space 4, Lot 37, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

Permission for Victoria L Ngirchedeng to reserve Space 3, Lot 70, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

The Governing Body considered and approved the contractor licenses for September 5, 2017.

The Governing Body considered and approved a Cereal Malt Beverage license.

Other Entities

Presentation of the July 24, 2017 minutes from the Garden City Recreation Commission.

Presentation of the July 18, 2017 Park and Tree Advisory Board minutes.

Presentation of the July 2017 Planning Commission approved minutes from the Neighborhood and Development Services Department.

Presentation of the July 25, 2017 minutes for the Police/Citizens Advisory Board meeting.

Presentation of the August 25, 2017, minutes for the Police/Citizens Advisory Board meeting.

Presentation of the August 1, 2017 Zoo Advisory Board agenda and minutes.

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

Melvin L. Dale, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

A. Commissioner Fankhauser commended the Mayor on reading all of the proclamations at the meeting and noted that was a big task! He congratulated all of the athletes who were recognized in the meeting, thanked the staff and Symetra Tour for the informative pre-meeting and noted that sales tax receipts were up for August.

B. Commissioner Cessna appreciated the pre-meeting at Buffalo Dunes with all of the people involved with the Garden City Charity Classic, complimented the committee and volunteers, and commented on the positive impact 150 professional athletes coming to Garden City has on the community. He congratulated the student athletes recognized in the meeting and said it was great to highlight their success. Commissioner Cessna commented on the importance of the upcoming Countywide Sales Tax ballot question and advised community members that if any group would like a presentation on the facts of the question and proposed projects to contact the City Manager's Office to schedule a presentation.

C. Mayor Dale expressed his appreciation for the pre-meeting and for the impact the Garden City Charity Classic has on the local economy. He congratulated the athletes who were recognized at the meeting and Cecil and Frances O'Brate on the occasion of their 70th wedding anniversary. Mayor Dale also encouraged people to schedule a presentation on the Sales Tax Ballot Question, stating that he and others would be happy to present and answer questions.

D. Commissioner Doll commended the athletes recognized at the meeting and commended staff, the Garden City Charity Classic committee, and volunteers for all the time and work that has gone into hosting the Symetra Tour event.

E. Commissioner Law commented on the range of recognitions at today's meeting, which included the success of young athletes, Mosaic's positive impact in the community, and celebration of 70 years of marriage. He noted that all of those things are worth commending. He commented on all the work of the Charity Classic committee and all of the details it takes to pull off a tournament of that magnitude. He said he is hopeful we can continue a relationship with the Symetra Tour.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 19, 2017
RE: Downtown Vision First Friday CMB request

ISSUE:

The Governing Body is asked to consider and authorize a request from Myca Bunch, Executive Director of Downtown Vision, under Code Section 6-35 and 6-133 to allow possession, consumption, and sale of cereal malt beverages or alcoholic liquors on the sidewalks, streets and public park at Stevens Park on Friday, October 6, 2017 for First Friday event in Stevens Park with a beer garden from 5:00 p.m. - 8:30 p.m.

BACKGROUND:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Staff has no recommendation.

FISCAL NOTE:

A temporary Cereal Malt Beverage license is \$50.00 per day.

ATTACHMENTS:

Description	Upload Date	Type
SER-DV First Friday CMB request	9/15/2017	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

September 5, 2017

Today's Date

Stevens Park Beer Garden

Name of Event (if applicable)

Stevens Park (west side)

Location of Event

Friday, October 06, 2017

Date of Event

**Set-up 2:00 p.m. / Event 5:00 - 8:30 p.m.
/ clean-up 8:30 - 9:30 pm**

Start and End Time of Event

In conjunction with Food Truck Friday event in Stevens Park

Purpose of the Event

Myca J. Bunch, Executive Director

Garden City Downtown Vision, Inc.

620.276.0891

Applicant Name (please print)

Address

Phone

vision@gcdowntown.com

Additional Contact Names & Phone Numbers

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

Street Closure and/or Barricades	Heroes Way will already be closed off for Food Trucks at 7:00 a.m.-8:30 p.m.	Steven's Park Bandshell	n/a	Noise Waiver**	YES
Extra Trash Receptacles	We will use the receptables in the concession area.	Restrooms (Park Shelter Keys)	YES	Electricity Access	YES
Additional Request/Remarks	Requesting to have beer (license from City Clerk) at Stevens Park along with Food Trucks. DV WILL PROVIDE FENCING-RS 9/12/17				

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 of 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

September 5, 2017

Date

For office use only		GC Downtown Vision		MB 9/5/17	
Police	Capt. Reagle 9/12/17		Electric	n/a	
Fire	Chief Shelton 9/11/17		Public Works	SC 9/11/17	
Inspection	n/a		Parks/Grounds	AL 9/11/17	
City Manager/Commission			Application Received by		Raelene Stoecklein 9/5/2017



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: September 19, 2017
RE: Authorization for GCFD Technical Rescue Team to participate in the Kansas Search and Rescue Response System

ISSUE:

The Garden City Fire Department Technical Rescue Team has been authorized to be an available resource to the State of Kansas Search and Rescue Response System.

BACKGROUND:

Garden City Fire Department has had a Technical Rescue Team since 2009. Under the direct supervision and leadership of Battalion Chief Ken Seirer, this unit trains on specific disaster response and specialized rescue situations. The unit has been equipped primarily through grant funds.

The attached "executive order," gives the State of Kansas an indication of our willingness to have them call on our GCFD team in a mutual aid scenario, all the terms of which would be spelled out in a subsequent Memorandum of Understanding.

Members of the GCFD Technical Rescue Team are:

B.C. Ken Seirer
Lt. Jason Bennett
FFII Jon Irsik
FFII Sean McEntee
FFII Cory Rupp
FFII Brandon Carmichael
FFII Brad Ross
FFII Jose Seijas
FFII Luke Freeman
FFII Jeremy Kemp
FFII Adam Patterson
FFI Josh Delehant

ALTERNATIVES:

None.

RECOMMENDATION:

None. For the Commission's information only.

FISCAL NOTE:

If called on, some responses will be eligible for reimbursement. Non-reimbursed responses will be treated as time on duty.

ATTACHMENTS:

Description	Upload Date	Type
Memo Authorizing GCFD to participate in Ks Search and Rescue Response System	9/14/2017	Backup Material



CITY COMMISSION

MELVIN L. DALE,
Mayor

ROY CESSNA

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

Date: September 13, 2017

To: Allen Shelton, Fire Chief

From: Matt Allen

Subject: Authorization to Participate in Kansas Search and Rescue Response System

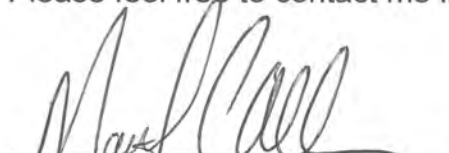
Please consider this memorandum as an executive order authorizing the Garden City Fire Department (GCFD) through the authority of the Fire Chief to participate in the Kansas Search and Rescue Response System. This authorization includes, but is not limited to, authority to enter into the Memorandum of Understanding (MOU) with the Office of the State Fire Marshal (OSFM), including those responsibilities, standards and other terms contained therein.

Please feel free to contact me if you should have any questions

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor


Matthew C. Allen City Manager
City of Garden City

9/13/17
Date

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



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: September 19, 2017
RE: August 2017 Report

ISSUE:

Presentation of the August 2017 staff report from the Garden City Regional Airport.

BACKGROUND:

Attached is the Garden City Regional Airport staff report for August 2017.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

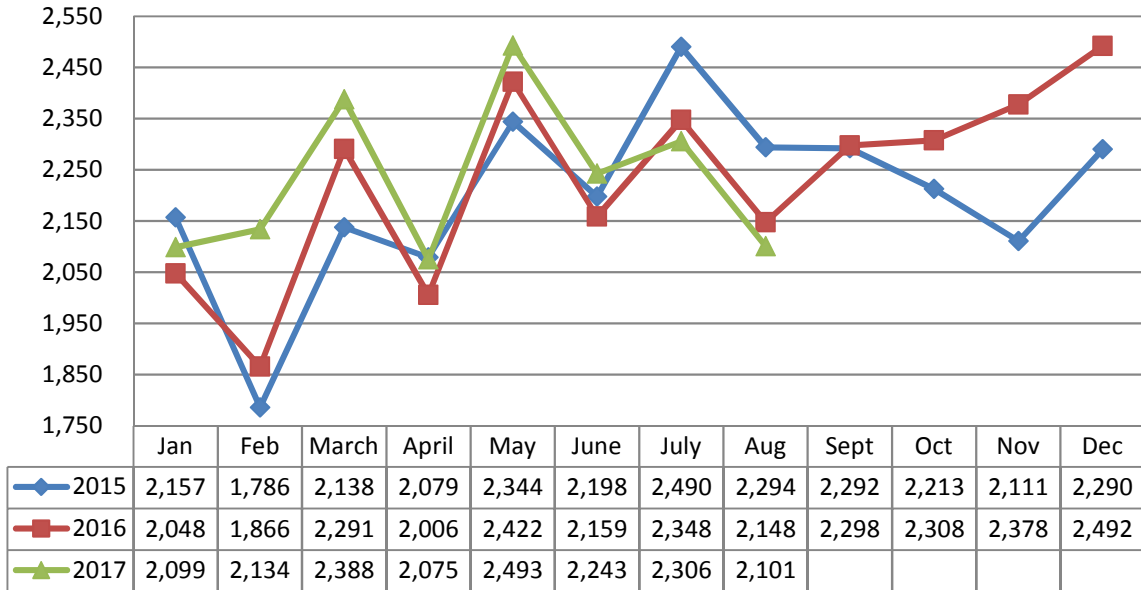
None.

ATTACHMENTS:

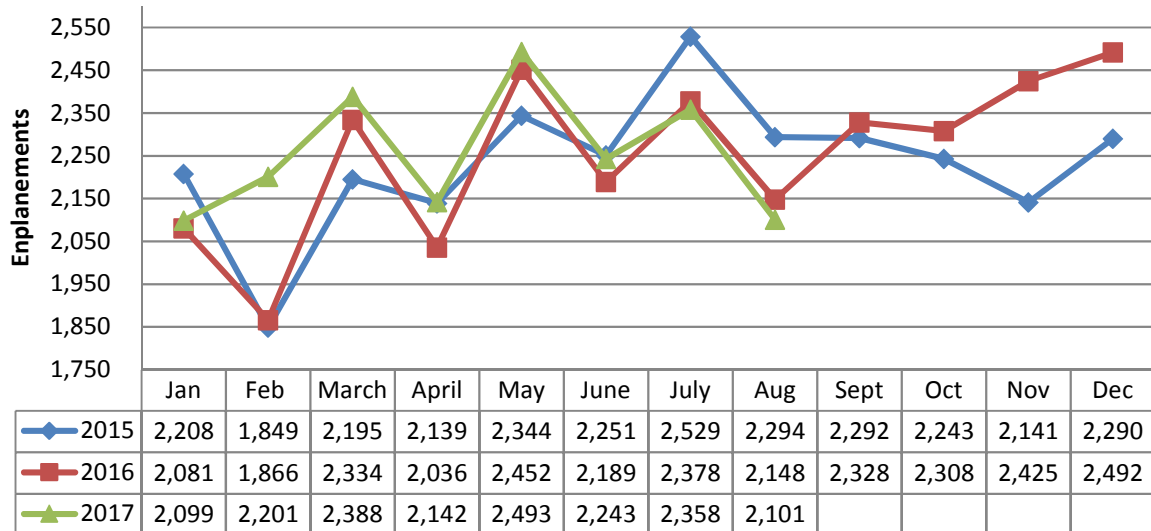
Description	Upload Date	Type
Airport August 2017 Report	9/14/2017	Backup Material

GARDEN CITY REGIONAL AIRPORT MONTHLY REPORT

Airline Enplanement Comparison



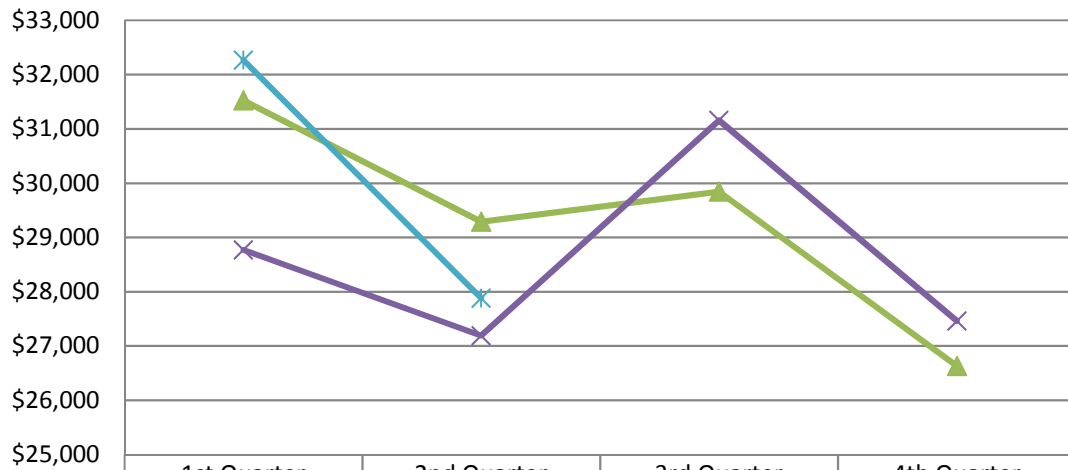
Airline and Charter Enplanement Data



January - August Airline Comparison

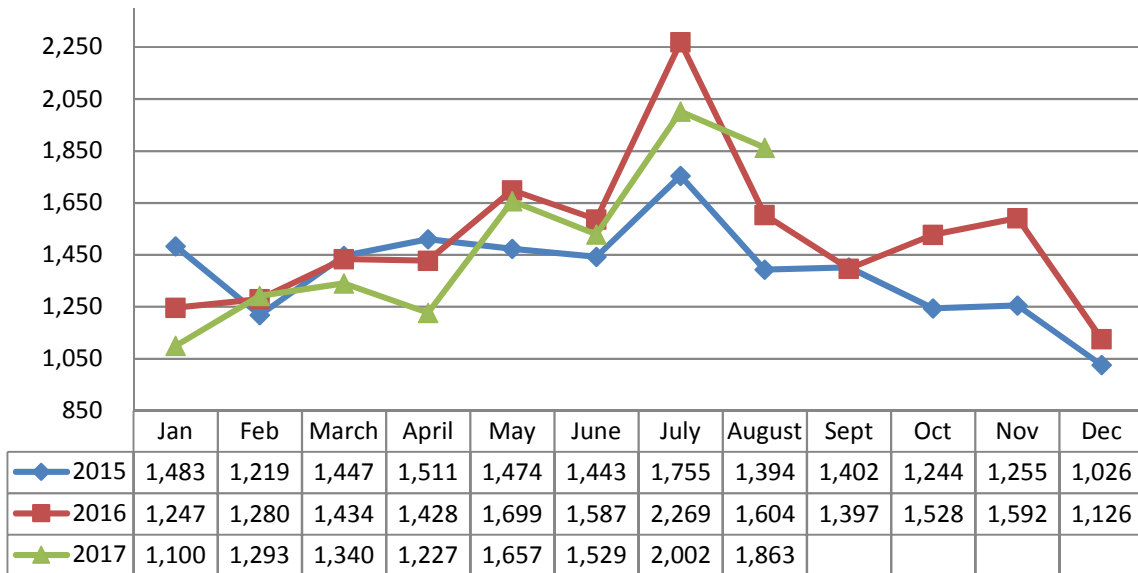
	2015	2016	2017
TOTAL	17,486	17,318	17,839

Quarterly PFC Report

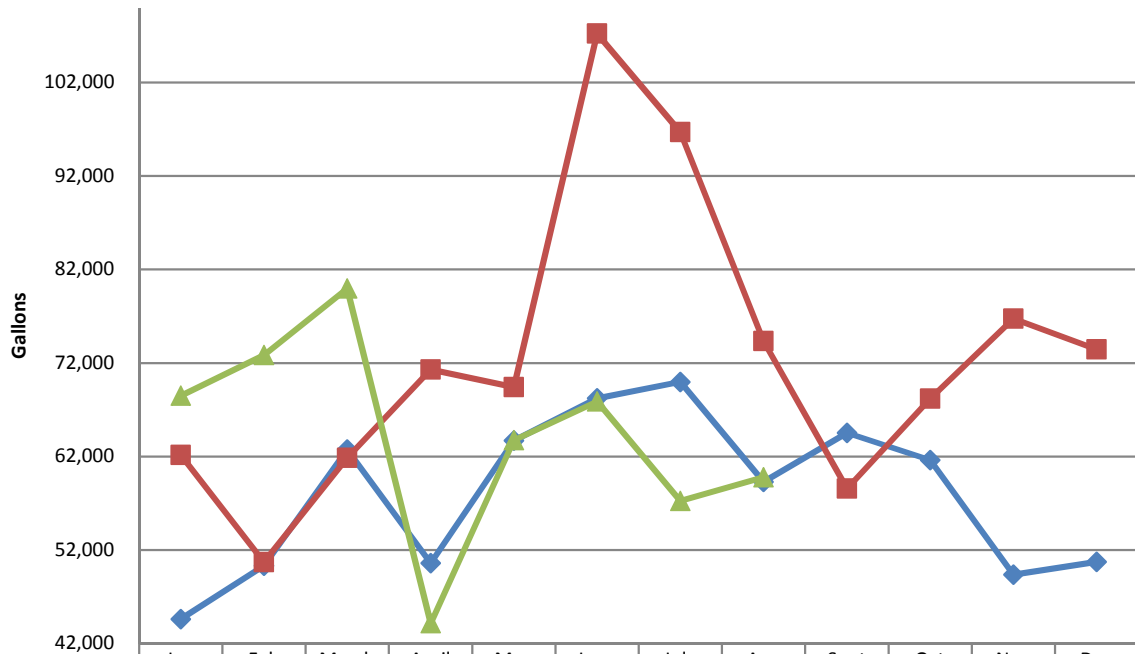


	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2015	\$31,523.17	\$29,288.62	\$29,846.40	\$26,630.46
2016	\$28,772.27	\$27,192.01	\$31,157.98	\$27,459.83
2017	\$32,267.50	\$27,882.78		

Monthly Operations Comparison



Fuel Sale Comparison



2015	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2015	44,612	50,324	62,730	50,590	63,698	68,212	69,973	59,283	64,515	61,617	49,361	50,728
2016	62,178	50,701	61,858	71,305	69,416	107,23	96,690	74,356	58,585	68,179	76,756	73,471
2017	68,491	72,857	79,961	44,153	63,726	67,884	57,220	59,765				



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: September 19, 2017
RE: August 2017 Building Report

ISSUE:

Presentation of the August 2017 Building Report from Neighborhood & Development Services.

BACKGROUND:

Attached is the August 2017 Building Report from Neighborhood & Development Services.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Building Report for August 2017	9/13/2017	Backup Material

Neighborhood & Development Services

Building Report

August 2017



FINNEY COUNTY

2017 MONTHLY BUILDING REPORT

2017 Monthly Report		Single Family Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (two or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Misc. Permits (Utility, Religious, Public or Non-Profit)	Total Fee, Permits & Valuation	Total Number of Inspections
JAN	FEE		413.00		1,085.00	3,377.00		2,122.00		6,997.00	61
	PERMITS		1	-	17	9	-	1	-	28	
	VALUATION		66,560		111,265	419,350		365,000		962,175	
FEB	FEE	1,159.00	413.00	-	809.00	-	-	5,801.00	-	8,182.00	69
	PERMITS	1	1	-	13	-	-	4	-	19	
	VALUATION	184,846	66,560	-	37,550	-	-	1,298,875	-	1,587,831	
MAR	FEE	1,416.00		-	1,946.00		1,724.00	4,163.00	-	9,249.00	93
	PERMITS	1		-	26		2	5	-	34	
	VALUATION	329,900		-	149,487		368,000	911,204	-	1,758,591	
APR	FEE		226.00	-	3,801.00	-	-	289.00	0.00	4,316.00	64
	PERMITS		1	-	28	-	-	8	1	38	
	VALUATION		45,000	-	382,562			16,100	10,000	453,662	
MAY	FEE			-	1,704.00	21,829.00	-	438.00	-	23,971.00	81
	PERMITS			-	23	1	-	6	-	30	
	VALUATION			-	126,927	9,750,000	-	57,529	-	9,934,456	
JUN	FEE	1,238.00	623.00	-	2,465.00	975.00	4,604.00	1,053.00	-	10,958.00	95
	PERMITS	1	2.00	-	28	1.00	2.00	14	-	48	
	VALUATION	225,000	117,560.00	-	236,437	200,000.00	985,818.00	66,579	-	1,831,394	
JUL	FEE	2,897.00	959.00	-	2,650.00	-	-	15,030.00	-	21,536.00	87
	PERMITS	2	2	-	29	-	-	12	-	45	
	VALUATION	679,000	161,920	-	590,199	-	-	4,551,138	-	5,982,257	
AUG	FEE	1,163.00	226.00	-	2,373.00	-	518.00	3,732.00	-	8,012.00	137
	PERMITS	1	1	-	25	-	2.00	15	-	44	
	VALUATION	294,000	35,161	-	185,225	-	67,000.00	297,634	-	879,020	
SEP	FEE									0.00	
	PERMITS									0	
	VALUATION									0	
OCT	FEE									0.00	
	PERMITS									0	
	VALUATION									0	
NOV	FEE									0.00	
	PERMITS									0	
	VALUATION									0	
DEC	FEE									0.00	
	PERMITS									0	
	VALUATION									0	
2017 TOTAL PERMITS		6	8	0	189	11	6	65	1	93,221.00	687
										286	
										23,389,386	

Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Finney County	BUILDING PERMIT	5757 OLD POST Road	\$ 55.00	\$ 1,235.00	Building	Residential Remodel	CARPORT
Finney County	BUILDING PERMIT	3195 PARALLEL Road	\$ 56.00	\$ 5,375.00	Building	Residential Remodel	INSTALL NEW WINDOWS
Finney County	BUILDING PERMIT	1540 NORTH SHORE Circle	\$ 108.00	\$ -	Building	Residential Remodel	CONCRETE DRIVE
Finney County	BUILDING PERMIT	1825 ANDOVER Drive	\$ 82.00	\$ 4,000.00	Building	Residential Remodel	DRIVEWAY - NEEDS TO GET A PERMIT FROM COUNTY TO WORK IN THE COUNTY RIGHT OF WAY. 272-3564
Finney County	BUILDING PERMIT	140 West TV Road	\$ 220.00	\$ 35,000.00	Building	Commercial/Industrial Remodel	REMOVE 3 ANTENNAS REPLACE WITH 6 ANTENNAS, ADD 3 RRVs TO TOWER GUYED TOWER - WIRELESS COMMUNICATION FACILITY
Finney County	BUILDING PERMIT	14860 TENNIS Road	\$ 82.00	\$ 6,000.00	Building	Residential Remodel	CONNECTING HOUSES BREEZE WAY AND SETTING HOUSE
Finney County	BUILDING PERMIT	3800 PORTERHOUSE Drive	\$ 71.00	\$ 5,000.00	Building	Residential Remodel	MOVING SHED FROM PIERCEVILLE ELEVATOR TO MY PROPERTY
Finney County	BUILDING PERMIT	708 South HWY 83	\$ 29.00	\$ 1,500.00	Building	Residential Remodel	REPAIR ROOF - CALL FOR TEAR OFF INSPECTIONS AND FINAL INSPECTION
Finney County	PLUMBING	2208 West MARY	\$ 156.00	\$ 17,675.00	Plumbing	Commercial/Industrial Remodel	INSTALL GAS LINE AND WATER HEATER
Finney County	DEMO PERMIT	4255 HWY 50	\$ 43.00	\$ -	Demo	Commercial/Industrial Remodel	DEMOLITION OF BUILDING (OLD VACANT RESTAURANT)
Finney County	BUILDING PERMIT	7065 LYLE Road	\$ 82.00	\$ 5,500.00	Building	Residential Remodel	TEAR OFF 1 LAYER SHINGLES REPLACE 35 YR LAMINATE
Finney County	BUILDING PERMIT	1990 CHMELKA Lot A	\$ 55.00	\$ 29.00	Building	Residential Remodel	WALKWAY
Finney County	BUILDING PERMIT	4340 LAMONTE Place	\$ 182.00	\$ 24,900.00	Building	Residential Remodel	BASEMENT AND ROUGH IN PLUMBING TO SET A MOBILE HOME
Finney County	BUILDING PERMIT	6600 WEST FORK Road	\$ 55.00	\$ 816.00	Building	Residential Remodel	REMOVE AND REPLACE A ROOF
Finney County	BUILDING PERMIT	1435 NORTH SHORE Circle	\$ 1,163.40	\$ 294,000.00	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE
Finney County	BUILDING PERMIT	2370 SHERLOCK Road	\$ 105.00	\$ 10,950.00	Building	Residential Remodel	REMOVE AND REPLACE ROOF
Finney County	BUILDING PERMIT	6400 OLD POST Road	\$ 118.00	\$ 9,666.00	Building	Residential Remodel	INSTALL SIDING
Finney County	BUILDING PERMIT	1004 ANDERSON Road	\$ 862.75	\$ 124,709.15	Building	Commercial/Industrial Remodel	BUILDING ADDITION TO THE HELENA BUILDING
Finney County	UTILITY	2901 EIGHTH	\$ 2,302.85	\$ 3,500.00	Plumbing	Misc	WATER CONNECT FEES FOR A NEW WATER LINE (CORNERSTONE CHURCH)
Finney County	ELECTRICAL	122 North STARLIGHT Drive	\$ 42.00	\$ 1,200.00	Electrical	Residential Remodel	INSTALL A NEW 200AMP SERVICE ON HOUSE (200AMP BREAKER PANEL)
Finney County	SIGN PERMIT	2225 South AIR SERVICE Road	\$ -	\$ 3,000.00	Pole Sign	Commercial/Industrial Remodel	NEW SIGNS & SIGN REPLACEMENTS (GARDEN CITY AIRPORT)
Finney County	GAS	2500 North SIXTEEN MILE Road	\$ 42.00	\$ 350.00	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Finney County	BUILDING PERMIT	2750 East HWY 50	\$ -	\$ 3,000.00	Building	Commercial/Industrial Remodel	BUILD CORRUGATED STEEL TANK FOR GRAIN STRUCTURE
Finney County	BUILDING PERMIT	795 MIDSTATES Drive	\$ 58.00	\$ 1,800.00	Building	Commercial/Industrial Remodel	FENCE REPAIR
Finney County	BUILDING PERMIT	29820 OYLER Road	\$ 233.00	\$ 35,000.00	Building	Commercial/Industrial Remodel	REMOVE (3) ANTENNAS REPLACE WITH (6) ANTENNAS, ADD (3) RRVs
Finney County	GAS	1325 West SIX MILE Road	\$ 32.00	\$ 500.00	Gas Permit	Commercial/Industrial Remodel	GAS PRESSURE TEST
Finney County	ELECTRICAL	1021 BOOTS Road	\$ 42.00	\$ 3,000.00	Electrical	Residential Remodel	ELECTRICAL REWORK SERVICE
Finney County	UTILITY	2750 East HWY 50	\$ 2,535.00	\$ 3,500.00	Plumbing	Commercial/Industrial Remodel	WATER DEPOSIT & FEES
Finney County	BUILDING PERMIT	2007 CHMELKA	\$ 131.00	\$ 7,263.00	Building	Residential Remodel	REMOVE AND REPLACE ROOF
Finney County	BUILDING PERMIT	14860 TENNIS Road	\$ 55.00	\$ 1,000.00	Building	Residential Remodel	RE-ROOFING
Finney County	BUILDING PERMIT	623 South FARMLAND Road	\$ 226.00	\$ 35,160.80	Building	SF Manufactured (HUD Standards)	SINGLE FAMILY MANUFACTURED HOME
Finney County	BUILDING PERMIT	2445 CC RIDER Road	\$ 434.50	\$ 69,000.00	Building	Residential Remodel	BUILDING/SLAB W/COVER (GABLE)
Finney County	BUILDING PERMIT	6025 OLD POST Road	\$ 131.00	\$ 11,709.37	Building	Residential Remodel	ROOF
Finney County	BUILDING PERMIT	2075 SHERLOCK Road	\$ 131.00	\$ 7,711.86	Building	Residential Remodel	REMOVE AND REPLACE ROOF
Finney County	BUILDING PERMIT	4130 JONES Avenue	\$ 131.00	\$ 8,169.72	Building	Residential Remodel	REMOVE AND REPLACE
Finney County	PLUMBING	795 MIDSTATES Drive	\$ 1,462.57	\$ 1,000.00	Plumbing	Commercial/Industrial Remodel	WATER METER FOR EXISTING BUILDING
Finney County	BUILDING PERMIT	4500 MARY Street	\$ 143.00	\$ 9,650.00	Building	Commercial/Industrial Remodel	ROOF COATING
Finney County	PLUMBING	5800 MANSFIELD #11 Road	\$ 42.00	\$ 100.00	Plumbing	Residential Remodel	INSTALL ELECTRIC W/H
Finney County	BUILDING PERMIT	2810 East HWY 50	\$ 272.00	\$ 41,000.00	Building	New Industrial	15x10 MASONRY MCC BUILDING (WINDRIVER GRAIN)
Finney County	BUILDING PERMIT	720 MIDSTATES Drive	\$ 246.00	\$ 26,000.00	Building	New Industrial	BUILD A POLE BARN
Finney County	BUILDING PERMIT	3850 MANSFIELD Road	\$ 62.00	\$ 5,000.00	Building	Commercial/Industrial Remodel	PLACEMENT OF ADDITIONAL OFFICE TRAILER
Finney County	BUILDING PERMIT	3190 CAMPUS Drive	\$ 259.00	\$ 38,400.00	Building	Commercial/Industrial Remodel	POST FRAME "POLE BARN" CONSTRUCTED GARAGE
Finney County	GAS	4070 North BIG LOWE Road	\$ 45.00	\$ 1,500.00	Gas Permit	Commercial/Industrial Remodel	REPLACE 50 FOOT OF NATURAL GAS LINE
Finney County	DEMO PERMIT	10890 North SCOTT Road	\$ 43.00	\$ -	Demo	Residential Remodel	DEMOLISHING ABANDONED FARM HOUSE
Finney County	BUILDING PERMIT	1025 SKYLINE Drive	\$ 68.00	\$ 750.00	Building	Residential Remodel	BUILDING DECK & PORCH

GARDEN CITY

2017 MONTHLY BUILDING REPORT

2017 Monthly Report		Single Family Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (two or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Misc. Permits (Utility, Religious, Public or Non-Profit)	Total Fee, Permits & Valuation	Total Number of Inspections
JAN	FEE	1,416.00		-	2,378.00		1,050.00	2,541.00	162.00	7,547.00	324
	PERMITS	1		-	51		1	24	2	79	
	VALUATION	208,000		-	175,036		220,000	370,967	8,100	982,103	
FEB	FEE	2,324.00		-	2,966.00	-	-	4,460.00	534.00	10,284.00	243
	PERMITS	3			64			22	2	91	
	VALUATION	363,500		-	186,371	-	-	647,109	73,740	1,270,720	
MAR	FEE	2,824.00	1,894.00	-	4,159.00		1,311.00	6,734.00	772.00	17,694.00	329
	PERMITS	2	5	-	83		1	40	3	134	
	VALUATION	751,200	293,696	-	423,894		298,500	1,270,334	120,000	3,157,624	
APR	FEE		505.00	1,370.00	4,388.00	-	-	2,216.00	62.00	8,541.00	330
	PERMITS		3	2	91	-	-	26	1	123	
	VALUATION		78,300	290,000	407,560	-	-	355,465	5,500	1,136,825	
MAY	FEE	535.00	105.00	2,305.00	6,663.00	-	-	2,611.00	442.00	12,661.00	281
	PERMITS	1	1	4	147	-	-	37	5	195	
	VALUATION	100,000	25,000	460,000	609,021	-	-	274,536	57,400	1,525,957	
JUN	FEE	2,086.00	200.00	-	5,620.00	-	-	11,263.00	357.00	19,526.00	375
	PERMITS	3	1.00	-	114	-	-	36	4.00	158	
	VALUATION	442,900	29,500.00	-	450,314	-	-	2,414,719	18,400.00	3,355,833	
JUL	FEE	1,632.00		-	3,849.00	-	-	7,696.00	286.00	13,463.00	231
	PERMITS	2		-	91	-	-	26	4	123	
	VALUATION	367,000		-	250,621	-	-	1,521,931	20,541	2,160,093	
AUG	FEE	1,067.00		-	4,794.00	5,825.00	-	2,970.00	955.00	15,611.00	268
	PERMITS	1		-	86	3	-	36	5	131	
	VALUATION	277,000		-	408,311	1,308,000	-	345,976	105,400	2,444,687	
SEP	FEE	-		-			-		-	0.00	
	PERMITS	-		-			-		-	0	
	VALUATION	-		-			-		-	0	
OCT	FEE			-		-	-		-	0.00	
	PERMITS			-		-	-		-	0	
	VALUATION			-		-	-		-	0	
NOV	FEE			-		-	-		-	0.00	
	PERMITS			-		-	-		-	0	
	VALUATION			-		-	-		-	0	
DEC	FEE									0.00	
	PERMITS									0	
	VALUATION									0	
2017 TOTAL PERMITS		13	10	6	727	3	2	247	26	105,327.00	2381
										1034	
										16,033,842	

Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Garden City	PLUMBING	909 SIXTH	\$ 29.00	\$ 600.00	Plumbing	Residential Remodel	NEW WATER MAIN
Garden City	GAS	2302 ESTES Place	\$ 29.00	\$ 750.00	Gas Permit	Residential Remodel	INSTALL GAS LINE TO NEW GARAGE
Garden City	BUILDING PERMIT	1606 East KANSAS Avenue	\$ 105.00	\$ 7,500.00	Building	Commercial/Industrial Remodel	DEMOLISH, REMOVE, AND REPLACE TWO EXISTING CONCRETE APPROACHES
Garden City	BUILDING PERMIT	1818 COMMANCHE Drive	\$ 32.00	\$ 1,000.00	Building	Commercial/Industrial Remodel	TRASH CAN STORAGE
Garden City	BUILDING PERMIT	1503 East LAUREL Street	\$ 56.00	\$ 4,000.00	Building	Residential Remodel	EXTEND DRIVEWAY TO PROPERTY LINE TO ELIMINATE GRASS
Garden City	ELECTRICAL	611 West MARY Street	\$ -	\$ 900.00	Electrical	Commercial/Industrial Remodel	REPLACE 100 AMP SERVICE TO HOUSE. NEEDS 100AMP METER CAN WITH 2" HUB
Garden City	BUILDING PERMIT	1512 A Street	\$ 105.00	\$ 7,000.00	Building	Residential Remodel	NEW WINDOW-REPLACE FACIA & SOFFIT NEW DECKING
Garden City	BUILDING PERMIT	102 NINTH	\$ 130.00	\$ 8,000.00	Building	Commercial/Industrial Remodel	CONCRETE WALL AND FOOTING NORTH SIDE OF COOLER (ARTIC GLACIER)
Garden City	BUILDING PERMIT	2514 A	\$ 29.00	\$ 1,600.00	Building	Residential Remodel	BUILD A CARPORT AND A PORCH - SETBACKS F-20', S - 5', G- 25', R - 26'
Garden City	ELECTRICAL	2504 CAMPUS Drive	\$ -	\$ 1,600.00	Electrical	Commercial/Industrial Remodel	UPGRADE ELECTRIC SERVICE TO 100 AMP 240V AND INSTALL NEW PANEL
Garden City	PLUMBING	2001 BELMONT Place	\$ 29.00	\$ 800.00	Plumbing	Residential Remodel	REMOVE OLD AND INSTALL NEW 40 GALLON WATER HEATER
Garden City	PLUMBING	505 EUGENE Place	\$ 29.00	\$ 930.00	Plumbing	Residential Remodel	INSTALL 40 GALLON WATER HEATER - SUNDAY -WEEKEND
Garden City	PLUMBING	2281 GLENWOOD Drive	\$ 29.00	\$ 2,400.00	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	4101 East HWY 50 #620	\$ 64.00	\$ 2,500.00	Building	Commercial/Industrial Remodel	NEW 4' CHAIN LINK FENCE
Garden City	BUILDING PERMIT	1614 JAN	\$ 29.00	\$ 700.00	Building	Residential Remodel	8x12 DECK
Garden City	BUILDING PERMIT	203 FIFTH	\$ 56.00	\$ 3,597.00	Building	Residential Remodel	REMOVE & INSTALL SHINGLES
Garden City	SIGN PERMIT	1117 FLEMING Street	\$ 35.00	\$ 400.00	Temporary Sign	Commercial/Industrial Remodel	TEMPORARY SIGN (THE APPLIANCE & FURNITURE MART)
Garden City	ELECTRICAL	405 North THIRD	\$ 29.00	\$ 300.00	Electrical	Residential Remodel	REWIRE METER SOCKET
Garden City	PLUMBING	4101 HWY 50, #620	\$ 64.00	\$ 500.00	Plumbing	Commercial/Industrial Remodel	UNDERGROUND IRRIGATION SYSTEM - 2 ZONES - 1 TURF ZONE - 1 DRIP ZONE NOT BACKFLOW CERTIFIED WILL NEED TO HIRE CERTIFIED BACKFLOW TESTER FOR THIS PROJECT
Garden City	PLUMBING	1014 West MARY Street	\$ 32.00	\$ 1,500.00	Plumbing	Commercial/Industrial Remodel	INSTALL 3 COMPARTMENT SINKS AND MAP SINK
Garden City	PLUMBING	216 North NINTH Street	\$ 32.00	\$ 850.00	Plumbing	Commercial/Industrial Remodel	INSTALL 50 GALLON NG WATER HEATER
Garden City	PLUMBING	707 East FULTON Street	\$ 32.00	\$ 500.00	Plumbing	Commercial/Industrial Remodel	PLUMB IN SHAMPOO BOWL
Garden City	GAS	2210 North NINTH	\$ 29.00	\$ 800.00	Gas Permit	Residential Remodel	REPLACE & REPAIR GAS LINE & GAS PRESSURE TEST
Garden City	BUILDING PERMIT	301 KANSAS Avenue	\$ 130.00	\$ 14,000.00	Building	Commercial/Industrial Remodel	RE-ROOF CUPOLA ROOF ONLY W/A 60 MIL EPDM ROOF SYSTEM (PIZZA HUT)
Garden City	BUILDING PERMIT	1706 PINECREST Avenue	\$ 29.00	\$ -	Building	Residential Remodel	SHED
Garden City	BUILDING PERMIT	3004 North THIRD Street	\$ 743.75	\$100,000.00	Building	Misc	FINISH INTERIOR OF BUILDING (WORD OF LIFE)
Garden City	BUILDING PERMIT	3102 East KANSAS Avenue	\$ 2,752.00	\$648,000.00	Building	New Commercial	NEW COMMERCIAL BUILDING (PISTONIK LAW OFFICE)
Garden City	BUILDING PERMIT	1630 East FULTON PLZ	\$ 130.00	\$ 20,000.00	Building	Commercial/Industrial Remodel	ELASTOMERIC COATING SYSTEM
Garden City	SIGN PERMIT	1110 CAMPUS Drive	\$ 75.00	\$ 3,000.00	Wall Sign	Commercial/Industrial Remodel	NEW SIGN FOR CANELO RESTAURANT
Garden City	UTILITY	3102 East KANSAS Avenue	\$ 7,123.89	\$ 3,500.00	Plumbing	Commercial/Industrial Remodel	ELECTRIC DEPOSIT AND FEES FOR NEW COMMERCIAL BUILDING (PISTONIK LAW FIRM)
Garden City	UTILITY	3102 East KANSAS Avenue	\$ 8,055.70	\$ 3,500.00	Plumbing	Commercial/Industrial Remodel	WATER AND SEWER DEPOSIT AND FEES FOR A NEW COMMERCIAL BUILDING (PISTONIK LAW FIRM)
Garden City	BUILDING PERMIT	913 MARY FRONTAGE Road	\$ 32.00	\$ 3,000.00	Building	Commercial/Industrial Remodel	DRIVEWAY - NEEDS TO BE 6" THICK
Garden City	BUILDING PERMIT	1008 SECOND	\$ 29.00	\$ 500.00	Building	Residential Remodel	6 FOOT WOOD FENCE
Garden City	MECHANICAL	1810 HARDING, #1	\$ 56.00	\$ 3,950.00	Mechanical	Residential Remodel	REPLACE A/C, COIL, FURNACE
Garden City	MECHANICAL	2620 EIGHTH	\$ 56.00	\$ 4,750.00	Mechanical	Commercial/Industrial Remodel	REPLACE 4 TON CONDENSER AND COIL
Garden City	BUILDING PERMIT	406 West CHESTNUT	\$ 29.00	\$ 600.00	Building	Residential Remodel	STORAGE BUILDING
Garden City	BUILDING PERMIT	212 SECOND	\$ -	\$ 4,800.00	Building	Residential Remodel	ADD A SIDEWALK AND APPROACH
Garden City	BUILDING PERMIT	1517 JOHNSON	\$ 105.00	\$ 17,500.00	Building	Residential Remodel	REPLACE WINDOWS AND DOORS
Garden City	BUILDING PERMIT	1607 DIANE	\$ 56.00	\$ 3,900.00	Building	Residential Remodel	TEAR OFF 1 LAYER AND REPLACE WITH 30 YR LAMINATE
Garden City	BUILDING PERMIT	2304 DEE Avenue	\$ 56.00	\$ 5,000.00	Building	Residential Remodel	6FT FENCE
Garden City	BUILDING PERMIT	1907 North EIGHTH Street	\$ 29.00	\$ 2,300.00	Building	Residential Remodel	REMOVE AND REPLACE ROOF
Garden City	SIGN PERMIT	EAST MARY STREET	\$ 75.00	\$ 3,000.00	Ground Sign	Commercial/Industrial Remodel	NEW SIGN (FIRST NATIONAL BANK OF SYRACUSE)
Garden City	BUILDING PERMIT	1617 LONGHORN Drive	\$ 355.00	\$ 60,000.00	Building	Residential Remodel	GARAGE & WORKSHOP
Garden City	BUILDING PERMIT	2475 CACTUS Lane	\$ 143.00	\$ 15,000.00	Building	Residential Remodel	REPLACE 9 WINDOWS & ONE ENTRY DOOR
Garden City	ELECTRICAL	110 JENNIE BARKER Road #B	\$ 130.00	\$ 10,000.00	Electrical	Commercial/Industrial Remodel	INSTALL 480V TEMP POWER
Garden City	ELECTRICAL	528 North EIGHTH Street	\$ 64.00	\$ 300.00	Electrical	Commercial/Industrial Remodel	REPLACE WIRE FROM DAMAGED METER TO A DIFFERENT METER ON THE BANK OF METERS
Garden City	PLUMBING	1312 North MAIN Street	\$ 29.00	\$ 400.00	Plumbing	Residential Remodel	INSTALL CUSTOMER PROVIDED 30 GALLON NG WATER HEATER
Garden City	GAS	2507 SEVENTH	\$ 29.00	\$ 350.00	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	MECHANICAL	301 North MAIN Street	\$ 62.00	\$ 5,248.00	Mechanical	Commercial/Industrial Remodel	REPLACE HEAT PUMP FOR APARTMENT 4B
Garden City	BUILDING PERMIT	2102 BUFFALO HEIGHTS Drive	\$ 355.00	\$ 60,000.00	Building	Residential Remodel	MASTER BATH AND BEDROOM REMODEL
Garden City	BUILDING PERMIT	1117 FLEMING Street	\$ 130.00	\$ 8,000.00	Building	Commercial/Industrial Remodel	TEMPORARY TENT
Garden City	BUILDING PERMIT	1616 CONARD Avenue	\$ 56.00	\$ 5,000.00	Building	Residential Remodel	BUILDING A BATHROOM IN THE BASEMENT(FRAMING ONLY)
Garden City	BUILDING PERMIT	3211 PARKVIEW	\$ 105.00	\$ 20,000.00	Building	Residential Remodel	BASEMENT FINISH- 2 BEDROOM & BATH
Garden City	BUILDING PERMIT	208 South TWELFTH Street	\$ 29.00	\$ 5,000.00	Building	Residential Remodel	INSTALL FREE STANDING HANDICAP RAMP
Garden City	MECHANICAL	2209 SEVENTH	\$ 56.00	\$ 3,964.00	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER #438548
Garden City	BUILDING PERMIT	917 JENNY Avenue	\$ 29.00	\$ 3,000.00	Building	Residential Remodel	FENCING, FOOTINGS AROUND THE HOUSE - CALL FOR STAKEOUT, FORMS AND FINAL INSPECTIONS
Garden City	BUILDING PERMIT	2924 SQUIRE Place	\$ 29.00	\$ 600.00	Building	Residential Remodel	REPAIR 8X3 SIDEWALK
Garden City	ELECTRICAL	702 North SEVENTH Street	\$ 29.00	\$ 550.00	Electrical	Residential Remodel	REPAIR DAMAGED SERVICE - NEW METER CAN
Garden City	PLUMBING	2504 DEE Avenue	\$ 29.00	\$ 899.00	Plumbing	Residential Remodel	REPLACE A 40 GALLON NAT GAS WATER HEATER
Garden City	BUILDING PERMIT	302 East SANTA FE	\$ 29.00	\$ 2,000.00	Building	Residential Remodel	6 FOOT WOOD FENCE - CALL FOR STAKEOUT AND FINAL INSPECTIONS
Garden City	BUILDING PERMIT	615 North TWELFTH	\$ 29.00	\$ 1,000.00	Building	Residential Remodel	5 FOOT BLACK IRON FENCE - CALL FOR STAKEOUT AND FINAL INSPECTIONS
Garden City	EXCAVATION	BLANKET PERMIT	\$ 500.00	\$ -	Excavation	Commercial/Industrial Remodel	(BLANKET PERMIT) GENERAL EXCAVATION OPERATIONS
Garden City	EXCAVATION	805 East JOHNSON Street	\$ 30.00	\$ -	Excavation	Residential Remodel	REPLACE SANITARY SEWER TO ALLEY
Garden City	ELECTRICAL	1901 HATTIE	\$ 29.00	\$ 500.00	Electrical	Residential Remodel	NEW ELECTRIC SERVICE 100 AMP
Garden City	PLUMBING	805 East JOHNSON Street	\$ 56.00	\$ 6,000.00	Plumbing	Residential Remodel	REPLACE SANITARY SEWER FROM HOUSE TO MAIN
Garden City	BUILDING PERMIT	1308 West FULTON	\$ 29.00	\$ 800.00	Building	Residential Remodel	BUILDING A FENCE
Garden City	MECHANICAL	919 ZERR Road	\$ 62.00	\$ 3,400.00	Mechanical	Commercial/Industrial Remodel	CHANGE OUT 4 TON A/C
Garden City	BUILDING PERMIT	631 BRIAR HILL Drive	\$ 105.00	\$ 9,000.00	Building	Residential Remodel	REPLACE 4 WINDOWS
Garden City	BUILDING PERMIT	1727 East KANSAS	\$ 130.00	\$ 11,000.00	Building	Commercial/Industrial Remodel	TEAR OUT ASPHALT, REPLACE WITH CONCRETE
Garden City	PLUMBING	2105 INDIGO Avenue	\$ 29.00	\$ 400.00	Plumbing	Residential Remodel	INSTALL CUSTOMER PROVIDED 40 GALLON NG WATER HEATER
Garden City	MECHANICAL	908 CENTER	\$ 105.00	\$ 6,555.00	Mechanical	Residential Remodel	INSTALL NEW FURNACE, COIL, AND AIR CONDITIONER
Garden City	SIGN PERMIT	305 East KANSAS Avenue	\$ 112.50	\$ 3,000.00	Pole Sign	Commercial/Industrial Remodel	NEW SIGN (LA ESTRELLA)
Garden City	UTILITY	2204 IDLEWILD Way	\$ 50.00	\$ 3,500.00	Plumbing	Residential Remodel	NEW SINGLE FAMILY HOME H2O DEPOSIT
Garden City	UTILITY	2204 IDLEWILD Way	\$ 466.30	\$ 3,500.00	Electrical	Residential Remodel	NEW SINGLE FAMILY HOME ELECTRIC CONNECT & DEPOSIT FEES
Garden City	BUILDING PERMIT	908 North THIRTEENTH	\$ 29.00	\$ 800.00	Building	Residential Remodel	BUILD A STORAGE SHED
Garden City	UTILITY	2101 LABRADOR Boulevard	\$ 1,918.85	\$ 3,500.00	Plumbing	Commercial/Industrial Remodel	WATER DEPOSIT CONNECT FEES FOR HAWKEYE DEVELOPMENT PROJECT
Garden City	UTILITY	2111 LABRADOR Boulevard	\$ 1,918.85	\$ 3,500.00	Plumbing	Commercial/Industrial Remodel	WATER DEPOSIT AND CONNECT FEES FOR HAWKEYE DEVELOPMENT PROJECT
Garden City	UTILITY	2101 LABRADOR Boulevard	\$10,415.77	\$ 3,500.00	Electrical	Commercial/Industrial Remodel	ELECTRIC DEPOSIT AND CONNECT FEES FOR HAWKEYE DEVELOPMENT PROJECT
Garden City	BUILDING PERMIT	1203 CHESTNUT	\$ 29.00	\$ 1,500.00	Building	Residential Remodel	ADD CONCRETE FORMS AROUND THE SIDE OF THE HOUSE
Garden City	BUILDING PERMIT	1801 West NEIL	\$ 56.00	\$ 5,000.00	Building	Residential Remodel	REPLACING SHINGLES
Garden City	BUILDING PERMIT	1901 C Street	\$ 29.00	\$ 350.00	Building	Residential Remodel	BUILD A 3FT FENCE (OUT OF CONCRETE BLOCKS)
Garden City	BUILDING PERMIT	2204 IDLEWILD Way	\$ 1,066.80	\$277,000.00	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME
Garden City	BUILDING PERMIT	158 SHAMROCK	\$ 58.00	\$ 1,500.00	Building	Residential Remodel	BUILD A PATIO
Garden City	BUILDING PERMIT	111 JOHNSON	\$ 32.00	\$ 3,000.00	Building	Misc	6FT CHAIN LINK FENCE
Garden City	BUILDING PERMIT	2008 PINECREST	\$ 29.00	\$ 295.00	Building	Residential Remodel	FENCE REPAIR 6FT FENCE
Garden City	BUILDING PERMIT	1512 VAN DITTIE Drive	\$ 29.00	\$ 315.00	Building	Residential Remodel	FENCE REPAIR
Garden City	BUILDING PERMIT	803 PARK Place	\$ 29.00	\$ 290.00	Building	Residential Remodel	FENCE REPAIR
Garden City	BUILDING PERMIT	4101 HWY 50 LOT 53	\$ 29.00	\$ 1,500.00	Building	Residential Remodel	4FT CHAIN LINK FENCE
Garden City	BUILDING PERMIT	405 FIRST	\$ 56.00	\$ 3,200.00	Building	Residential Remodel	REMOVE AND REPLACE ROOF
Garden City	BUILDING PERMIT	615 JC Street	\$ 29.00	\$ 2,400.00	Building	Misc	INSTALL A SIDEWALK AROUND THE WEST SIDE OF BUILDING
Garden City	BUILDING PERMIT	2012 THIRD Street	\$ 29.00	\$ 2,000.00	Building	Residential Remodel	ROD IRON FENCE
Garden City	BUILDING PERMIT	1001 CONKLING Avenue	\$ 56.00	\$ 4,500.00	Building	Residential Remodel	ROOF TOP FOR A DECK
Garden City	ELECTRICAL	805 FOURTH	\$ 29.00	\$ 500.00	Electrical	Residential Remodel	REBUILD SERVICE DUE TO STORM DAMAGE.
Garden City	PLUMBING	2501 FLEMING Street	\$ 64.00	\$ 1,835.54	Plumbing	Commercial/Industrial Remodel	INSTALL 2 1/2 GALLON ELECTRIC WATER HEATER AND WATER LINE.
Garden City	BUILDING PERMIT	4101 HWY 50 LOT 73	\$ 29.00	\$ 200.00	Building	Residential Remodel	REPLACED WARPED VENT LINES, INCREASED RELIEF VENT ON BOILER.
Garden City	BUILDING PERMIT	3211 PRIMROSE	\$ 105.00	\$ 10,000.00	Building	Residential Remodel	ADD A STORAGE SHED
Garden City	DEMO PERMIT	1617 LONGHORN Drive	\$ 30.00	\$ 400.00	Demo	Residential Remodel	FLOATING DECK
Garden City	BUILDING PERMIT	531 COLONY	\$ 105.00	\$ 14,000.00	Building	Residential Remodel	REMOVE DETACHED GARAGE
Garden City	BUILDING PERMIT	1421 CAMPBELL	\$ 29.00	\$ 2,600.97	Building	Residential Remodel	ADDING STUCCO TO A HOME
Garden City	BUILDING PERMIT	536 JENNA Lane	\$ 29.00	\$ 1,200.00	Building	Residential Remodel	CONSTRUCTION OF A CARPORT
Garden City	SIGN PERMIT	312 FINNUP Road	\$ -	\$ -	Temporary Sign	Misc	NEW WOODEN FENCE
Garden City	PLUMBING	2602 YELLOWSTONE Drive	\$ 29.00	\$ 1,500.00	Plumbing	Residential Remodel	SIGN PERMIT FOR LEE RICHARDSON ZOO
Garden City	ELECTRICAL	512 TENTH Street	\$ 95.30	\$ 290.00	Electrical	Residential Remodel	NEW INSTALLATION FOR SPRINKLER SYSTEM
Garden City	PLUMBING	320 TENTH	\$ 56.00	\$ 3,500.00	Plumbing	Residential Remodel	NEW INSTALLATION FOR SPRINKLER SYSTEM
Garden City	PLUMBING	1314 BANCROFT	\$ 105.00	\$ 7,700.00	Plumbing	Residential Remodel	INSTALL A NEW 100 AMP METER FOR A GARAGE VOID PER HOMEOWNER WILL NOT BE DOING THIS PROJECT
Garden City	PLUMBING	2807 BELMONT Place	\$ 29.00	\$ 1,200.00	Plumbing	Residential Remodel	WATER LINE REPLACEMENT FROM METER TO HOME
Garden City	PLUMBING						RE-RUN WATER LINE IN SIDE AND REMOVE SEWER SEWER
Garden City	PLUMBING						LIFT CAN AND INSTALL CORRECTLY, RESET 2 STOOLS, INSTALL NEW KITCHEN SINK AND DISHWASHER
Garden City	PLUMBING						SPRINKLER SYSTEM

Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Garden City	MECHANICAL	605 WHEATRIDGE Road	\$ 56.00	\$ 5,200.00	Mechanical	Residential Remodel	CHANGE OUT 3 1/2 TON A/C AND 84K 95% FURNACE
Garden City	MECHANICAL	1002 FIFTH Street	\$ 56.00	\$ 5,500.00	Mechanical	Residential Remodel	INSTALL 3+ 14 SEER AND 60,000 BTU FURNACE.
Garden City	MECHANICAL	2006 PAWNEE Road	\$ 56.00	\$ 5,500.00	Mechanical	Residential Remodel	CHANGE OUT 1 1/2 TON A/C AND 60K 92% FURNACE
Garden City	UTILITY	704 ST JOHNS Street	\$ -	\$ -	Plumbing	Misc	INSTALLING WATER SERVICE
Garden City	UTILITY	1903 HATTIE STREET	\$ -	\$ -	Plumbing	Misc	INSTALLING WATER SERVICE
Garden City	UTILITY	1611 SEVENTH	\$ -	\$ -	Plumbing	Misc	INSTALLING WATER SERVICE
Garden City	UTILITY	11TH AND CAMPBELL	\$ -	\$ -	Plumbing	Misc	EXPOSING WATER MAIN FROM BOOSTER PUMP SUCTION AND DISCHARGE LINE FOR O.D. MEASUREMENTS
Garden City	UTILITY	1029 SMOKEY HILL Street	\$ -	\$ -	Plumbing	Misc	INSTALLING WATER SERVICE
Garden City	BUILDING PERMIT	2101 LABRADOR Boulevard	\$ 2,042.00	\$470,000.00	Building	New Commercial	NEW OFFICE BUILDING (HAWKEYE PROJECT)
Garden City	BUILDING PERMIT	2111 LABRADOR Boulevard	\$ 1,031.25	\$190,000.00	Building	New Commercial	NEW OFFICE BUILDING (EXTERIOR WALLS ONLY, INSIDE WILL NOT BE FINISHED)HAWKEYE PROJECT
Garden City	BUILDING PERMIT	505 TWELFTH	\$ 29.00	\$ 2,000.00	Building	Residential Remodel	BUILD A NEW PATIO
Garden City	BUILDING PERMIT	2208 East FAIR Street	\$ 105.00	\$ 6,776.61	Building	Residential Remodel	REMOVE AND REPLACE ROOF SYSTEM WITH BOYR. COMPOSITION SHINGLES
Garden City	BUILDING PERMIT	2506 LAMPLIGHTER Lane	\$ 56.00	\$ 4,800.00	Building	Residential Remodel	REPLACE 6 FOOT CEDAR FENCE
Garden City	UTILITY	332 CAMPUS Drive	\$13,100.47	\$ 13,100.47	Electrical	Commercial/Industrial Remodel	NEW DENTAL CLINIC FOR VOLLERTSEN FAMILY DENTISTRY - ELECTRICAL DEPOSITS AND FEES
Garden City	UTILITY	332 CAMPUS Drive	\$ 5,167.42	\$ 4,667.42	Plumbing	Commercial/Industrial Remodel	NEW DENTAL CLINIC FOR VOLLERTSEN FAMILY DENTISTRY - WATER DEPOSITS AND FEES
Garden City	EXCAVATION	602 North EIGHTH Street	\$ 30.00	\$ -	Excavation	Commercial/Industrial Remodel	EXCAVATION - SEWER LINE
Garden City	SIGN PERMIT	306 North SEVENTH Street	\$ 150.00	\$ -	Wall Sign	Misc	2 -SIGNS - FIRST CHRISTIAN CHURCH
Garden City	ELECTRICAL	1605 East MARY	\$ -	\$ 14,000.00	Electrical	Commercial/Industrial Remodel	UPGRADE SERVICE TO 3
Garden City	ELECTRICAL	2303 COMMANCHE Drive	\$ 29.00	\$ 2,000.00	Electrical	Residential Remodel	NEW POWER FOR OLD GARAGE, 100 AMP BREAKER PANEL OUT DOOR 8 CIRCUIT - 3 ROWS #4 THWN V/A 1 1/4 PVC 100 AMP MAIN BREAKER PANEL OUT DOOR 8 CIRCUIT FOR GARAGE
Garden City	PLUMBING	602 North EIGHTH Street	\$ 130.00	\$ 7,985.00	Plumbing	Commercial/Industrial Remodel	REPLACE SEWER LINE
Garden City	ELECTRICAL	923 ZERR Road	\$ 32.00	\$ 1,000.00	Electrical	Commercial/Industrial Remodel	REMOVE FAILED METER SOCKET
Garden City	PLUMBING	2008 West MARY	\$ 62.00	\$ 4,000.00	Plumbing	Commercial/Industrial Remodel	REPLACE AND MOVE GAS LINES
Garden City	PLUMBING	123 HONEYBEE Court	\$ 32.00	\$ 1,000.00	Plumbing	Residential Remodel	REPLACED CUSTOMER PROVIDED 75 GALLON NAT GAS WATER HEATER
Garden City	MECHANICAL	2027 CAMPUS DR	\$ 29.00	\$ 4,000.00	Mechanical	Residential Remodel	CHANGE OUT 2 TON A/C AND 50K 80% FURNACE
Garden City	MECHANICAL	304 NINTH	\$ -	\$140,000.00	Mechanical	Commercial/Industrial Remodel	UPGRADE HVAC EQUIPMENT IN SERVER ROOM AND 911 DISPATCH
Garden City	BUILDING PERMIT	1605 East FAIR	\$ 56.00	\$ 3,500.00	Building	Residential Remodel	6 FOOT CEDAR FENCE W/METAL POSTS AND CONCRETE RIBBON
Garden City	BUILDING PERMIT	211 WASHINGTON	\$ 14.50	\$ 14.50	Building	Residential Remodel	NEW SIDING , WINDOWS AND ROOF REPLACEMENT - RENEWAL FOR B15-000290
Garden City	BUILDING PERMIT	2923 KRIS Place	\$ 56.00	\$ 5,000.00	Building	Residential Remodel	REPLACING 6 FOOT CEDAR FENCE
Garden City	BUILDING PERMIT	1707 BELMONT Place	\$ 29.00	\$ 900.00	Building	Residential Remodel	REPAIR 5 FOOT CEDAR FENCE
Garden City	SIGN PERMIT	3820 SCHULMAN Avenue	\$ 75.00	\$ 1,300.00	Wall Sign	Commercial/Industrial Remodel	ALUMILITE SIGN - MY SELF STORAGE
Garden City	PLUMBING	801 CAMPUS Drive	\$ 32.00	\$ 2,485.00	Plumbing	Commercial/Industrial Remodel	REPLACED 75 GALLON NAT GAS WATER HEATER
Garden City	MECHANICAL	2007 FLEMING	\$ 56.00	\$ 5,700.00	Mechanical	Residential Remodel	CHANGE OUT 3 TON A/C AND 84 K 92% FURNACE
Garden City	MECHANICAL	2007 West MARY	\$ 130.00	\$ 9,422.00	Mechanical	Commercial/Industrial Remodel	REPLACE ROOF TOP UNIT FOR BACK OFFICE -AMERICOLD LOGISTICS LLC
Garden City	BUILDING PERMIT	513 GARDEN	\$ 56.00	\$ 3,188.61	Building	Residential Remodel	10 X 12 WOOD SHED
Garden City	BUILDING PERMIT	1408 West CAMPBELL	\$ 29.00	\$ 95.00	Building	Residential Remodel	MOVING 5 FOOT WIRE FENCE - CALL FOR STAKE OUT AND FINAL INSPECTIONS
Garden City	BUILDING PERMIT	102 FOURTH	\$ 200.00	\$ 50,000.00	Building	Commercial/Industrial Remodel	REBUILD WAREHOUSE -- SPECIAL CONDITION #1 DRAINAGE PLANS TO BE REVISED AND RESUBMITTED FOR REVIEW AND APPROVAL PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.

HOLCOMB

2017 MONTHLY BUILDING REPORT

2017 Monthly Report		Single Family Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (two or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Misc. Permits (Utility, Religious, Public or Non-Profit)	Total Fee, Permits & Valuation	Total Number of Inspections
JAN	FEE			-	241.00	-	-		-	241.00	15
	PERMITS			-	3	-	-		-	3	
	VALUATION			-	18,800	-	-		-	18,800	
FEB	FEE			1,157.00	392.00	-	-		-	1,549.00	39
	PERMITS			1,3	6	-	-		-	6	
	VALUATION			234,000	30,300	-	-		-	264,300	
MAR	FEE	-		-	343.00		-	32.00	-	375.00	22
	PERMITS	-		-	6		-	1	-	7	
	VALUATION	-		-	11,160		-	2,000	-	13,160	
APR	FEE	1,191.00	582.00	-	173.00	-	-		-	1,946.00	20
	PERMITS	1	1	-	2	-	-		-	4	
	VALUATION	243,740	106,704	-	8,200	-	-		-	358,644	
MAY	FEE	817.00		-	1,227.00	-	-	143.00	-	2,187.00	52
	PERMITS	1		-	13	-	-	1	-	15	
	VALUATION	133,140		-	109,851	-	-	19,000	-	261,991	
JUN	FEE		-	2,465.00	1,364.00	-	-		-	3,829.00	27
	PERMITS		-	2,6	19	-	-		-	19	
	VALUATION		-	552,000.00	105,877	-	-		-	657,877	
JUL	FEE		-	-	680.00	-	-	75.00	-	755.00	26
	PERMITS		-	-	11	-	-	1	-	12	
	VALUATION		-	-	35,984	-	-	4,300	-	40,284	
AUG	FEE			-	1,706.00	-	-		-	1,706.00	36
	PERMITS			-	17	-	-		-	17	
	VALUATION			-	120,212	-	-		-	120,212	
SEP	FEE									0.00	
	PERMITS									0	
	VALUATION									0	
OCT	FEE									0.00	
	PERMITS									0	
	VALUATION									0	
NOV	FEE									0.00	
	PERMITS									0	
	VALUATION									0	
DEC	FEE									0.00	
	PERMITS									0	
	VALUATION									0	
2017 TOTAL PERMITS		2	1	3,9	77	0	0	3	0	12,588.00	237
										83	
										1,735,268	

Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Holcomb	BUILDING PERMIT	105 North HENDERSON	\$ 105.00	\$ 15,000.00	Building	Residential Remodel	REMODEL EXISTING STRUCTURE / NEW ROOF SHINGLES
Holcomb	PLUMBING	602 JAKE	\$ 42.00	\$ 800.00	Plumbing	Residential Remodel	INSTALL A 40 GALLON W/H
Holcomb	BUILDING PERMIT	7450 LINDSAY Drive	\$ 156.00	\$ 7,223.80	Building	Residential Remodel	REMOVE AND REPLACE A ROOF
Holcomb	BUILDING PERMIT	110 North WEST Street	\$ 88.00	\$ 5,275.32	Building	Residential Remodel	REPAIR A 6' FENCE
Holcomb	BUILDING PERMIT	403 DAVID Avenue	\$ 131.00	\$ 6,702.00	Building	Residential Remodel	REMOVE EXISTING ROOF MATERIAL AND INSTALL LAMINATES INCLUDING FLAT ROOF.
Holcomb	BUILDING PERMIT	113 SHARECROPPER Road	\$ 131.00	\$ 7,630.00	Building	Residential Remodel	REMOVE AND REPLACE ROOF
Holcomb	BUILDING PERMIT	104 NUNN Drive	\$ 131.00	\$ 10,316.00	Building	Residential Remodel	RE-ROOF HOUSE AND SHED
Holcomb	PLUMBING	115 JENNY Avenue	\$ 42.00	\$ 400.00	Plumbing	Residential Remodel	REPLACE A 40 GALLON NAT GAS WATER HEATER COVERED UNDER WARRANTY
Holcomb	BUILDING PERMIT	114 NUNN Drive	\$ 131.00	\$ 11,980.00	Building	Residential Remodel	REMOVE AND REPLACE ROOF
Holcomb	BUILDING PERMIT	7365 LINDSAY Drive	\$ 82.00	\$ 3,800.00	Building	Residential Remodel	LAYOVER 30 YR. LAMINATE SHINGLES
Holcomb	BUILDING PERMIT	103 RYAN Avenue	\$ 82.00	\$ 5,500.00	Building	Residential Remodel	ROOF
Holcomb	BUILDING PERMIT	7485 LINDSAY Drive	\$ 131.00	\$ 6,100.00	Building	Residential Remodel	REPLACE WINDOWS
Holcomb	BUILDING PERMIT	407 RUSSELL Road	\$ 55.00	\$ 2,100.00	Building	Residential Remodel	CONCRETE SLAB
Holcomb	BUILDING PERMIT	7535 LINDSAY Drive	\$ 144.00	\$ 17,000.00	Building	Residential Remodel	BUILDING A SHOP
Holcomb	BUILDING PERMIT	4010 BIG LOWE Road	\$ 131.00	\$ 13,000.00	Building	Residential Remodel	ROOF ADDITION AND REROOF REST OF HOUSE 30 YEAR SHINGLE
Holcomb	BUILDING PERMIT	104 JEREMY Lane	\$ 55.00	\$ 2,000.00	Building	Residential Remodel	NEW 10X10 STORAGE SHED



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: September 19, 2017
RE: August 2017 Code Compliance Report from Neighborhood & Development Services.

ISSUE:

Presentation of the August 2017 Code Compliance Report from Neighborhood & Development Services.

BACKGROUND:

Attached is the August 2017 Code Compliance Report from Neighborhood & Development Services.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

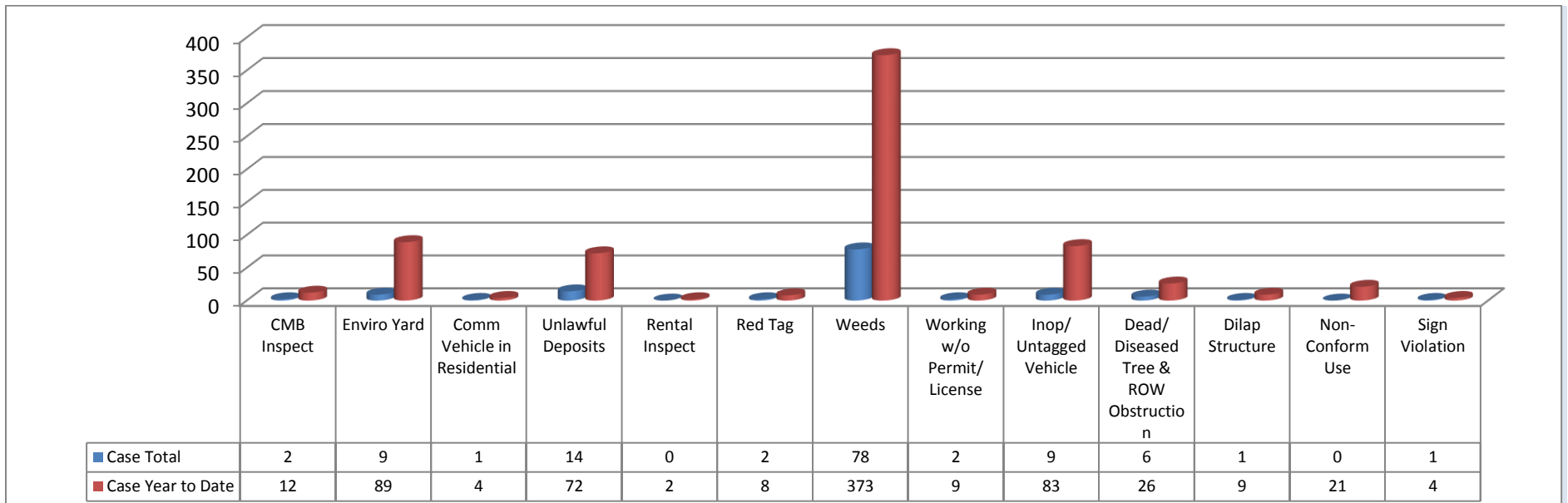
None.

ATTACHMENTS:

Description	Upload Date	Type
Code Compliance Report for August 2017	9/13/2017	Backup Material



AUGUST 2017 CODE COMPLIANCE REPORT



Jurisdiction	File#	Address	Category	Description	Open Date	Close Date
Garden City	17-002207	2121 Sandia Cir	Weeds	weeds	08/01/2017	09/11/2017
Garden City	17-002208	00000 Sandia Cir	Weeds	weeds	08/01/2017	09/11/2017
Garden City	17-002209	2211 Sandia Cir	Weeds	weeds	08/01/2017	09/11/2017
Garden City	17-002210	2212 Sandia Cir	Weeds	weeds	08/01/2017	09/11/2017
Garden City	17-002211	2222 Sandia Cir	Weeds	weeds	08/01/2017	09/11/2017
Garden City	17-002212	00000 Sandia Cir	Weeds	weeds	08/01/2017	09/11/2017
Garden City	17-002217	2619 C St	Weeds	Weeds	08/02/2017	08/14/2017

Jurisdiction	File#	Address	Category	Description	Open Date	Close Date
Garden City	17-002218	1206 Eleventh	Weeds	Weeds	08/02/2017	08/15/2017
Garden City	17-002219	634 Eighth	Unlawful Deposits	Tree limbs	08/02/2017	08/15/2017
Garden City	17-002221	1701 Eighth	Unlawful Deposits	Tree limbs	08/02/2017	08/15/2017
Garden City	17-002229	312 Fair	Environmental Yard	couch on property	08/03/2017	08/21/2017
Garden City	17-002230	2113 C St	Weeds	weeds	08/03/2017	08/22/2017
Garden City	17-002232	1913 C St	Environmental Yard	tree limbs	08/03/2017	08/15/2017
Garden City	17-002233	1921 B St	Environmental Yard	junk on property	08/03/2017	08/15/2017
Garden City	17-002235	301 Fair St	Weeds	weeds	08/03/2017	08/25/2017
Garden City	17-002236	2006 A St	Weeds	weeds	08/03/2017	08/15/2017
Garden City	17-002237	2001 Main St	Weeds	weeds	08/03/2017	08/15/2017
Garden City	17-002238	1806 A St	Vehicles	inoperable vehicle	08/03/2017	08/21/2017
Garden City	17-002239	1207 Third St	Environmental Yard	tree limbs	08/03/2017	08/15/2017
Garden City	17-002240	1121 Fifth St	Environmental Yard	tree limbs	08/03/2017	08/15/2017
Garden City	17-002241	1907 Vinzant	Environmental Yard	junk on property	08/03/2017	08/15/2017
Garden City	17-002273	1002 Taylor	Environmental Yard	tree limbs in alley	08/04/2017	
Garden City	17-002288	609 Pennsylvania	Environmental Yard	junk on property	08/08/2017	09/06/2017
Garden City	17-002289	2101 Seventh	Weeds	weeds	08/08/2017	08/24/2017
Garden City	17-002290	2101 Third	ROW Obstruction	ROW obstruction	08/08/2017	08/18/2017
Garden City	17-002291	2317 Sixth	Weeds	weeds	08/08/2017	08/18/2017
Garden City	17-002292	2320 Sixth	Weeds	weeds	08/08/2017	08/29/2017
Garden City	17-002293	601 Howerton	Weeds	weeds	08/08/2017	08/08/2017
Garden City	17-002295	725 Amy	Vehicles	vehicle on lawn	08/08/2017	08/17/2017
Garden City	17-002313	3207 Amy	Weeds	weeds	08/09/2017	08/21/2017
Garden City	17-002314	3219 Amy	Weeds	weeds	08/09/2017	08/14/2017

Jurisdiction	File#	Address	Category	Description	Open Date	Close Date
Garden City	17-002315	3301 Amy	Weeds	weeds	08/09/2017	08/14/2017
Garden City	17-002316	3319 Amy	Weeds	weeds	08/09/2017	08/28/2017
Garden City	17-002317	3325 Amy	Weeds	weeds	08/09/2017	08/28/2017
Garden City	17-002318	3337 Amy	Weeds	weeds	08/09/2017	08/09/2017
Garden City	17-002319	3403 Amy	Weeds	weeds	08/09/2017	08/21/2017
Garden City	17-002320	924 Tenth	Unlawful Deposits	junk in alley	08/09/2017	08/21/2017
Garden City	17-002321	925 Ninth	Unlawful Deposits	junk in alley	08/09/2017	
Garden City	17-002322	2504 Lamplighter	Unlawful Deposits	junk in alley	08/09/2017	08/14/2017
Garden City	17-002323	3208 Campus	Weeds	weeds	08/09/2017	
Garden City	17-002335	1103 Summit	Vehicles	Inoperable vehicle	08/09/2017	09/07/2017
Garden City	17-002336	2109 Sioux	Vehicles	Trailer in alley	08/09/2017	
Garden City	17-002343	1304 Taylor Plaza	CMB	CMB INSPECTION TAYLOR LIQUOR	08/10/2017	
Garden City	17-002347	102 Second	Work w/o Permit	WORK WITHOUT PERMIT CARPORT	08/11/2017	
Garden City	17-002356	210 First	Weeds	weeds	08/14/2017	08/25/2017
Garden City	17-002357	2614 C St.	ROW Obstruction	graffiti on mailbox	08/14/2017	
Garden City	17-002358	617 Briar Hill	ROW Obstruction	trailer in alley	08/14/2017	08/18/2017
Garden City	17-002359	2124 Tara	Weeds	weeds	08/14/2017	08/18/2017
Garden City	17-002360	2315 Third	Weeds	weeds	08/14/2017	08/17/2017
Garden City	17-002361	2401 E. Kansas Ave	CMB	CMB INSPECTION AT TARGET	08/14/2017	
Garden City	17-002380	950 N. Jennie Barker Rd. LOT 11	Work w/o Permit	WORK W/OUT PERMIT STORAGE SHED	08/16/2017	
Garden City	17-002381	1304 Conard	Weeds	weeds	08/16/2017	09/08/2017
Garden City	17-002382	1223 Parkwood	Weeds	weeds	08/16/2017	08/28/2017
Garden City	17-002383	311 Fair	Unlawful Deposits	tree limbs	08/16/2017	08/28/2017
Garden City	17-002384	510 Eleventh	Weeds	weeds	08/16/2017	09/08/2017
Garden City	17-002388	709 Laurel	Weeds	Weeds	08/16/2017	08/28/2017
Garden City	17-002392	2501 Hillman	Weeds	weeds	08/17/2017	08/28/2017
Garden City	17-002393	155 Shamrock	Weeds	weeds	08/17/2017	09/08/2017
Garden City	17-002394	148 Cloverleaf	Weeds	weeds	08/17/2017	08/28/2017
Garden City	17-002395	1002 Main	Weeds	weeds	08/17/2017	08/28/2017

Jurisdiction	File#	Address	Category	Description	Open Date	Close Date
Garden City	17-002397	411 Evans	Weeds	Weeds	08/17/2017	08/28/2017
Garden City	17-002402	2515 Sixth	Weeds	weeds	08/18/2017	08/29/2017
Garden City	17-002403	210 Mary	Unlawful Deposits	grass clippings next to dumpster	08/18/2017	08/29/2017
Garden City	17-002404	2204 Main	Weeds	weeds	08/18/2017	08/29/2017
Garden City	17-002406	2208 Main	Weeds	Weeds	08/18/2017	09/01/2017
Garden City	17-002408	2511 Sixth	Weeds	Weeds	08/18/2017	08/29/2017
Garden City	17-002417	2206 Main	Weeds	weeds	08/18/2017	08/29/2017
Garden City	17-002423	2505 Fleming	Sign	sign	08/21/2017	09/07/2017
Garden City	17-002424	1117 Gillespie	Weeds	weeds	08/21/2017	08/31/2017
Garden City	17-002425	2912 Spruce	Weeds	weeds	08/21/2017	09/05/2017
Garden City	17-002426	811 Harold	Weeds	weeds	08/21/2017	08/31/2017
Garden City	17-002427	2126 Tara	Weeds	weeds	08/21/2017	
Garden City	17-002428	2114 Tara	Vehicles	inoperable vehicle	08/21/2017	08/29/2017
Garden City	17-002429	2110 Tara	Weeds	weeds	08/21/2017	08/25/2017
Garden City	17-002430	2106 Tara	Weeds	weeds	08/21/2017	08/25/2017
Garden City	17-002431	2102 Tara	Weeds	weeds	08/21/2017	08/25/2017
Garden City	17-002442	2208 Kansas Ave	Red Tag	RED TAG KFC - FIRE- WATER HEATER	08/22/2017	
Garden City	17-002449	1405 Fulton	Unlawful Deposits	junk in alley	08/22/2017	09/07/2017
Garden City	17-002450	212 Davis	Unlawful Deposits	junk in alley	08/22/2017	09/01/2017
Garden City	17-002454	912 Seventh	ROW Obstruction	ROW obstruction due to tree	08/22/2017	09/01/2017
Garden City	17-002455	904 Seventh	Vehicles	parking on unimproved surface	08/22/2017	08/28/2017
Garden City	17-002462	610 First	Weeds	weeds	08/23/2017	09/05/2017
Garden City	17-002463	604 First	Weeds	weeds	08/23/2017	
Garden City	17-002464	602 First	Weeds	weeds	08/23/2017	
Garden City	17-002465	912 Fourth	Weeds	weeds	08/23/2017	09/05/2017
Garden City	17-002466	703 Spruce	Weeds	weeds	08/23/2017	09/05/2017
Garden City	17-002471	2308 Sixth	Weeds	Weeds	08/23/2017	08/28/2017
Garden City	17-002472	1509 St John	Weeds	weeds	08/23/2017	
Garden City	17-002473	505 Bancroft	Weeds	weeds	08/23/2017	
Garden City	17-002474	508 Inge	Weeds	weeds	08/23/2017	

Jurisdiction	File#	Address	Category	Description	Open Date	Close Date
Garden City	17-002475	507 Bancroft	Weeds	weeds	08/23/2017	09/05/2017
Garden City	17-002476	511 Bancroft	Weeds	weeds	08/23/2017	
Garden City	17-002480	405 N. Third St	Red Tag	RED TAG NEEDS ELECTRICIAN TO REPAIR SOCKET	08/24/2017	
Garden City	17-002488	2917 Nancy	Weeds	weeds	08/24/2017	08/28/2017
Garden City	17-002489	2927 Nancy	Weeds	weeds	08/24/2017	09/08/2017
Garden City	17-002490	2930 Nancy	Weeds	weeds	08/24/2017	08/28/2017
Garden City	17-002491	2902 Nancy	Weeds	weeds	08/24/2017	08/28/2017
Garden City	17-002492	2902 Patty	Weeds	weeds	08/24/2017	08/28/2017
Garden City	17-002493	2910 Patty	Weeds	weeds	08/24/2017	08/28/2017
Garden City	17-002494	2917 Terrace	Weeds	weeds	08/24/2017	08/28/2017
Garden City	17-002495	2927 Eldorado	Unlawful Deposits	couch in alley	08/24/2017	08/30/2017
Garden City	17-002496	2906 Terrace	Weeds	weeds	08/24/2017	09/08/2017
Garden City	17-002499	407 Evans	ROW Obstruction	Junk on ROW, rose bush in ROW	08/24/2017	09/07/2017
Garden City	17-002501	616 Ninth	Unlawful Deposits	putting junk next to dumpster	08/25/2017	
Garden City	17-002502	1018 Seventh	Unlawful Deposits	junk in alley	08/25/2017	09/07/2017
Garden City	17-002504	2051 Mary	Weeds	weeds	08/25/2017	09/05/2017
Garden City	17-002509	401 Hudson	Dilapidated Structure	SAFETY OF A STRUCTURE	08/25/2017	
Garden City	17-002530	707 Campbell	Weeds	weeds	08/29/2017	
Garden City	17-002531	2002 Seventh	Vehicles	camper on unimproved surface	08/29/2017	09/11/2017
Garden City	17-002533	1010 Stone Creek	Environmental Yard	grease spill on property	08/29/2017	09/01/2017
Garden City	17-002539	404 Evans	Unlawful Deposits	mattress on property	08/30/2017	
Garden City	17-002540	1211 Tenth	Unlawful Deposits	junk on property	08/30/2017	09/11/2017
Garden City	17-002541	541 Jenna	Commercial Truck	semi on property	08/30/2017	
Garden City	17-002547	2007 Sioux	ROW Obstruction	weeds/ ROW obstruction	08/30/2017	09/11/2017
Garden City	17-002548	301 Nelson	Weeds	weeds	08/30/2017	09/11/2017
Garden City	17-002549	1612 Laurel	Weeds	weeds	08/30/2017	
Garden City	17-002550	1713 Old Lovers	Weeds	weeds	08/30/2017	
Garden City	17-002551	229 Nelson	Weeds	weeds	08/30/2017	09/11/2017

Jurisdiction	File#	Address	Category	Description	Open Date	Close Date
Garden City	17-002552	1812 Fair	Weeds	weeds	08/30/2017	09/11/2017
Garden City	17-002553	1904 Fair	Weeds	weeds	08/30/2017	09/11/2017
Garden City	17-002560	505 Hudson	Vehicles	inoperable vehicle on property	08/31/2017	08/31/2017
Garden City	17-002561	1603 Laurel	Weeds	weeds	08/31/2017	
Garden City	17-002562	1605 Laurel	Vehicles	vehicle on lawn	08/31/2017	09/11/2017
Garden City	17-002563	2204 Seventh	Weeds	weeds	08/31/2017	08/31/2017
Garden City	17-002564	212 Price	Weeds	weeds	08/31/2017	



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Sam Curran, Public Works Director
DATE: September 19, 2017
RE: City Link Ridership Report - August 2017

ISSUE:

Presentation of the August 2017 City Link Ridership Report from Public Works.

BACKGROUND:

Attached is the Public Works Ridership Report for August 2017.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Ridership - Aug 2017	9/13/2017	Backup Material

CITY RIDERSHIP YEARLY COMPARISON

Month	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Jan	901	2,984	3,375	3,945	5,583	5,044	6,344	5,237	4,999	4,492
Feb	1,028	3,356	4,076	3,923	5,726	4,159	4,870	4,535	5,296	4,602
Mar	1,393	3,321	4,382	5,165	6,125	5,541	6,479	5,554	5,846	5,585
Apr	1,662	3,504	4,603	5,184	4,804	5,120	6,584	5,708	5,608	5,116
May	2,026	3,321	4,424	5,072	5,795	6,368	6,801	5,280	5,476	5,698
Jun	2,320	4,361	5,246	6,435	6,576	7,274	6,887	7,310	6,019	6,584
Jul	3,598	4,814	4,528	6,363	7,031	7,501	7,356	6,935	5,474	5,889
Aug	3,256	4,635	4,922	6,454	7,993	6,673	7,217	6,492	6,356	7,355
Sep	2,962	3,988	4,287	5,290	5,063	5,644	7,229	6,915	6,212	
Oct	3,712	4,227	4,745	5,258	5,842	7,175	6,905	5,716	5,983	
Nov	2,561	3,410	4,126	4,627	4,482	5,420	4,514	4,462	5,144	
Dec	3,036	3,564	4,783	4,789	4,214	5,369	5,225	5,203	4,837	
TOTAL	28,455	45,485	53,497	62,505	69,234	71,288	76,411	69,347	67,250	45,321



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Service and Finance
DATE: September 19, 2017
RE: Monthly Financial Reports - August 2017

ISSUE:

Presentation of the monthly Financial Reports from Service and Finance.

BACKGROUND:

Attached is the Service and Finance monthly Financial Reports for August 2017.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Monthly Financial Report - August 2017	9/13/2017	Backup Material



City of Garden City
Monthly Financial Report FY 2017
For the Eight Months Ended August 31, 2017
 Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended August 31, 2017.

GENERAL FUND AT A GLANCE

Category		Revised 2017 Budget	2017 YTD Actual	2016 YTD Actual
Revenues		23,307,682	16,409,959	16,212,649
Expenditures		24,468,183	15,761,825	15,194,387
Revenues Over(Under)		(1,160,501)	648,134	1,018,262

UTILITY FUND REVENUES AT A GLANCE

Category		Revised 2017 Budget	2017 YTD Actual	2016 YTD Actual
Electric		31,607,219	20,446,723	20,582,747
Solid Waste		3,733,757	2,628,487	2,537,570
Drainage Utility		382,042	158,197	142,100
Water and Sewage		9,051,988	5,459,815	4,709,455
TOTAL		44,775,006	28,693,222	27,971,872

SELECTED GENERAL FUND REVENUES AT A GLANCE

Category		Revised 2017 Budget	2017 YTD Actual	2016 YTD Actual
City Sales Tax		6,300,000	4,336,465	4,371,087
County Sales Tax		3,800,000	2,563,620	2,527,550
Franchise Tax				
Gas Utility		410,000	375,674	341,605
Telephone		50,000	30,502	39,971
CATV		227,000	164,364	174,527
Building Permits		247,000	205,170	332,322
Municipal Court Fines		950,000	657,618	571,608



City of Garden City
Monthly Financial Report FY 2017
For the Eight Months Ended
August 31, 2017

General Fund

General Fund Revenues collected through August were \$16,409,959. The August revenues represent 70.41% of the total revenues expected in the General Fund. Property tax distribution was 97.33% for the third of five payments in 2017.

General Fund Expenses are at 64.42% of the total expenditures expected in the General Fund.

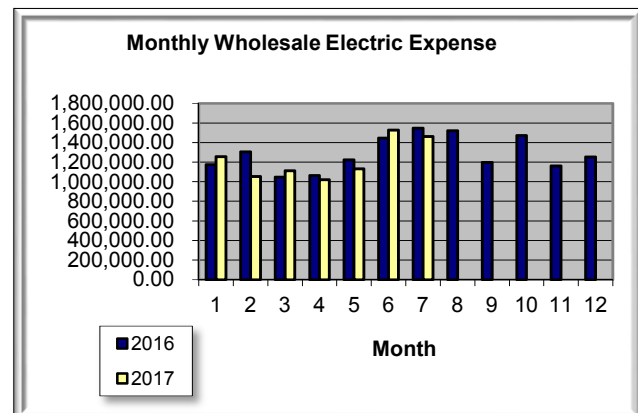
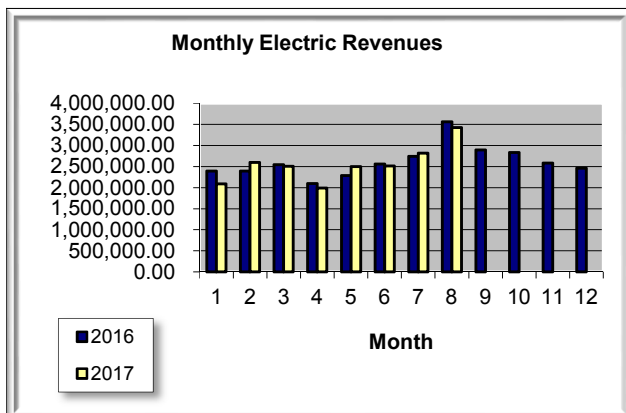
Selected Revenues

- City Sales Tax—Behind by \$34,622 compared to August 2016 year to date collections, .79% behind 2016 for the eight months ended.
- County Sales Tax— Collections for the eight months ended are ahead of 2016 by \$36,070 or 1.43%.
- Franchise Tax—Budget estimates for 2017 remain approximately the same as 2016. Gas utility is higher than 2016 with Telephone and CATV lower.
- Building Permits—Budget estimates for 2017 are based on 2016 revenues. Receipts are lower than this period in 2016.
- Municipal Court Fines—Budget estimates were based on 2016 actual and collections through August are ahead of 2016.

Utility Funds

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$31,607,219 for 2017 were \$20,446,723 through eight months or 64.69% of budget.

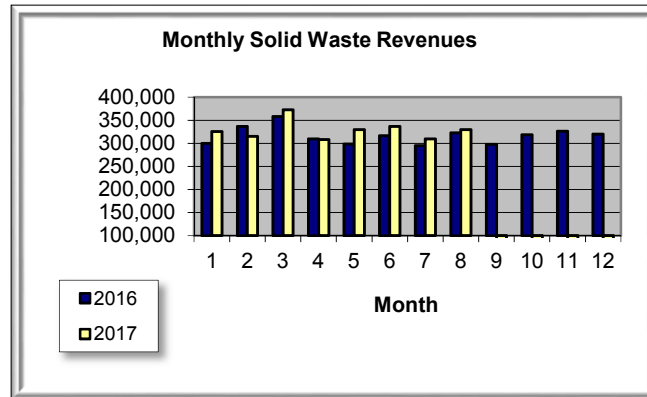


A main expense is Wholesale Electric in the Utility Fund. The 2017 revised budget for wholesale electric is \$15,900,000. The wholesale electric expense for August was not available at this printing.

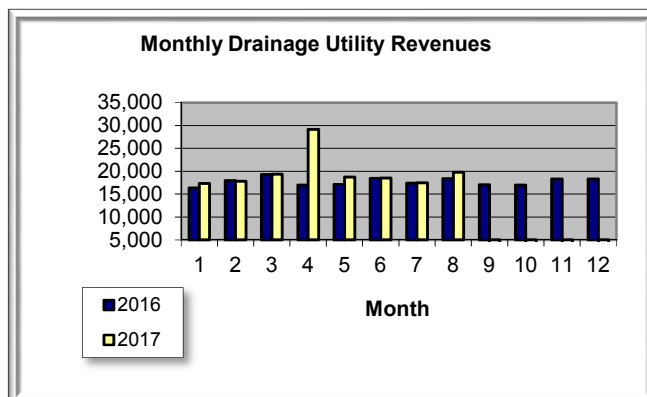


City of Garden City
Monthly Financial Report FY 2017
For the Eight Months Ended
August 31, 2017

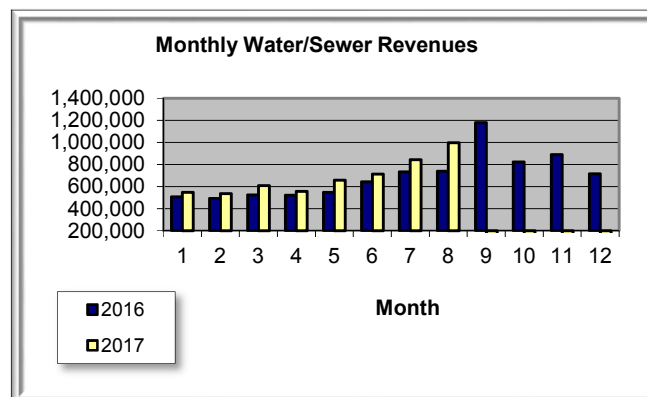
■Solid Waste revenues – revised budget at \$3,733,757 for 2017 were \$2,628,487 through eight months or 70.40% of budget.



■Drainage Utility revenues – revised budget at \$382,042 for 2017 were \$158,197 through eight months or 41.41%.



■Water and Sewage revenues - revised budget at \$9,051,988 for 2017 were \$5,459,815 through eight months or 60.32% of budget.



CITY OF GARDEN CITY, KANSAS
Comparison of Cash Balances with Encumbrances and Composition of Cash
For the Month Ended August 31, 2017

Fund		Unencumbered Cash Balance 1/1/2017	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 8/31/2017	Add Payables and Encumbrances	Treasurer's Cash 8/31/2017
<u>Operating</u>							
1	General	5,771,305.02	16,409,959.07	15,729,907.42	6,451,356.67	31,912.00	6,483,268.67
<u>Debt Service Fund</u>							
40	Bond and Interest	338,263.77	2,131,184.79	120,622.08	2,348,826.48	0.00	2,348,826.48
<u>Special Revenue Funds</u>							
4	TIF	402,438.78	1,906,964.59	1,026,526.63	1,282,876.74	0.00	1,282,876.74
5	Capital Improvement	1,297,511.01	81,225.36	407,451.30	971,285.07	27,468.00	998,753.07
6	Community Development Loan	18,618.95	1,658.81	1,500.00	18,777.76	0.00	18,777.76
7	Cemetery Endowment	28,943.55	2,961.64	0.00	31,905.19	0.00	31,905.19
8	Community Trust	1,580,013.98	1,802,260.84	1,233,077.11	2,149,197.71	0.00	2,149,197.71
10	DEA Forfeiture	36,516.18	3,543.81	17,263.10	22,796.89	0.00	22,796.89
11	Drug Enforcement	56,387.74	37,079.60	63,957.53	29,509.81	0.00	29,509.81
15	Enhanced Wireless 911	496,402.28	134,462.80	180,237.90	450,627.18	0.00	450,627.18
18	Finnup Trust	141,227.02	65,000.00	115,453.29	90,773.73	0.00	90,773.73
25	Recreation	535.91	960,233.32	960,769.23	0.00	0.00	0.00
26	Revolving	86,121.60	2,078.00	1,177.50	87,022.10	0.00	87,022.10
27	Special Liability	89,924.37	0.00	28,695.73	61,228.64	0.00	61,228.64
29	Special Alcohol Programs	97,777.26	86,257.23	55,409.80	128,624.69	0.00	128,624.69
30	Special Recreation and Parks	110,771.54	92,272.03	81,539.09	121,504.48	0.00	121,504.48
32	Special Trafficway	1,297,505.08	1,158,294.15	468,476.53	1,987,322.70	0.00	1,987,322.70
50	Community Development	0.00	0.00	0.00	0.00	0.00	0.00
52	Economic Development	350,113.05	32,393.15	580.10	381,926.10	0.00	381,926.10
53	Project Development	585,576.14	1,330.08	147,395.81	439,510.41	0.00	439,510.41
Total Special Revenue		6,676,384.44	6,368,015.41	4,789,510.65	8,254,889.20	27,468.00	8,282,357.20
<u>Capital Projects Funds</u>							
41	2013-GO Bond Projects	0.00	1,750,000.00	654,448.88	1,095,551.12	275,614.50	1,371,165.62
42	2014-GO Bond Projects	560,254.61	0.00	231,335.24	328,919.37	0.00	328,919.37
43	2015-GO Bond Projects	486,894.60	0.00	61,266.45	425,628.15	0.00	425,628.15
44	2015-Temp Notes	-3,618.39	2,795,600.00	589,114.29	2,202,867.32	0.00	2,202,867.32
45	2016-GO Bond Projects	559,587.27	0.00	4,837.02	554,750.25	0.00	554,750.25
48	Tiger Grant	175,938.25	0.00	255,362.26	-79,424.01	0.00	-79,424.01
49	2013-Temp Notes Schulman Cross	157,160.27	0.00	0.00	157,160.27	0.00	157,160.27
Total Capital Projects		1,936,216.61	4,545,600.00	1,796,364.14	4,685,452.47	275,614.50	4,961,066.97
<u>Enterprise Funds</u>							
Electric Utility:							
67	Capital Reserve	2,250,000.00	500,000.00	100,000.00	2,650,000.00	0.00	2,650,000.00
68	General	7,466,472.73	20,446,722.90	18,818,259.87	9,094,935.76	249,986.74	9,344,922.50
69	Security Deposits	526,174.27	195,385.32	51,656.70	669,902.89	0.00	669,902.89
Total Electric Utility		10,242,647.00	21,142,108.22	18,969,916.57	12,414,838.65	249,986.74	12,664,825.39
Water and Sewer Utility:							
80	General	2,097,511.72	5,459,815.02	5,995,195.84	1,562,130.90	25,626.00	1,587,756.90
81	Wastewater Repair and Replacem	181,414.13	89,821.81	0.00	271,235.94	0.00	271,235.94
82	Water and Sewage Maintenance f	445,272.61	177,730.47	0.00	623,003.08	0.00	623,003.08
Total Water and Sewer Utility		2,724,198.46	5,727,367.30	5,995,195.84	2,456,369.92	25,626.00	2,481,995.92
Airport:							
60	General	1,639,783.70	887,971.04	703,612.41	1,824,142.33	0.00	1,824,142.33
61	Airport Improvement	165,031.35	782,436.54	824,533.06	122,934.83	0.00	122,934.83
Total Airport		1,804,815.05	1,670,407.58	1,528,145.47	1,947,077.16	0.00	1,947,077.16
Solid Waste Utility:							
75	General	2,241,743.23	2,628,486.97	2,009,654.41	2,860,575.79	547,116.00	3,407,691.79
Recreation Area:							
70	General Golf Course	71,261.42	869,872.62	757,946.13	183,187.91	0.00	183,187.91
71	Golf Course Building	18,576.23	2,588.50	0.00	21,164.73	0.00	21,164.73
Total Recreation Area		89,837.65	872,461.12	757,946.13	204,352.64	0.00	204,352.64
Drainage Utility:							
79	General	445,958.05	158,197.26	297,764.87	306,390.44	0.00	306,390.44
<u>Internal Service Funds</u>							
55	Health Insurance	308,731.68	2,798,156.36	2,763,824.56	343,063.48	0.00	343,063.48
56	Health Insurance Reserve	1,725,488.91	0.00	400,000.00	1,325,488.91	0.00	1,325,488.91
35	Workers Compensation	317,285.68	340,992.00	306,822.68	351,455.00	0.00	351,455.00
36	Workers Compensation Reserve	687,948.47	216.84	17,002.49	671,162.82	0.00	671,162.82
Total Internal Service		3,039,454.74	3,139,365.20	3,487,649.73	2,691,170.21	0.00	2,691,170.21
Total All Funds		35,310,824.02	64,793,152.92	55,482,677.31	44,621,299.63	1,157,723.24	45,779,022.87



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 8/1/2017 Through 8/31/2017

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
3022	CONNECTING LINKS	0.00	55,838.00	75,000.00	(19,162.00)
3023	CONSUMER USE TAX	69,324.54	578,294.71	1,000,000.00	(421,705.29)
3028	LIQUOR CONSUMPTION TAX	24,610.63	86,257.23	100,000.00	(13,742.77)
3040	AD VALOREM TAX	0.00	3,236,339.17	3,250,000.00	(13,660.83)
3041	AD VALOREM BACK TAX	0.00	63,187.76	140,000.00	(76,812.24)
3044	CITY SALES TAX	575,191.39	4,336,465.15	6,300,000.00	(1,963,534.85)
3046	COUNTY SALES TAX	337,843.55	2,563,620.49	3,800,000.00	(1,236,379.51)
3055	MOTOR VEHICLE TAX	0.00	206,957.83	450,000.00	(243,042.17)
3056	RECREATIONAL VEHICLE TAX	0.00	3,146.16	9,000.00	(5,853.84)
3057	HEAVY DUTY VEHICLE TAX	0.00	1,846.64	1,750.00	96.64
3058	COMMERCIAL VEHICLE TAX	0.00	19,610.93	25,000.00	(5,389.07)
3065	CATV FRANCHISE	53,454.28	164,364.48	227,000.00	(62,635.52)
3066	GAS UTILITY FRANCHISE	0.00	375,674.30	410,000.00	(34,325.70)
3067	TELEPHONE FRANCHISE	3,172.95	29,459.32	48,000.00	(18,540.68)
3068	TELECOM FRANCHISE	0.00	1,042.20	2,000.00	(957.80)
3115	CEMETERY SPACES	2,900.00	27,799.48	50,000.00	(22,200.52)
3150	IDENTIFIED LONG/SHORT	(251.82)	(5,255.59)	0.00	(5,255.59)
3151	UNIDENTIFIED LONG/SHORT	0.00	5.00	0.00	5.00
3301.01	ANIMAL BOARDING	0.00	604.10	604.00	0.10
3301.02	CAR STORAGE & TOWING	2,414.00	11,095.94	15,000.00	(3,904.06)
3301.05	FEES-FALSE ALARM	0.00	3,000.00	2,000.00	1,000.00
3301.06	FEES-ENGINEERING SERVICES	0.00	0.00	70,000.00	(70,000.00)
3301.07	FEES-GATE RECEIPTS	2,800.00	15,637.00	22,000.00	(6,363.00)
3301.08	FEES-GRAVE OPENINGS	5,650.00	37,700.00	66,000.00	(28,300.00)
3301.09	FEES-MONUMENT SETTING	0.00	1,225.00	2,500.00	(1,275.00)
3301.10	FEES-PLAT FILING	80.00	344.93	1,750.00	(1,405.07)
3301.11	FEES-REZONING	0.00	1,760.00	3,000.00	(1,240.00)
3301.12	FEES-RURAL FIRE CONTRACTS	0.00	(1,350.00)	180,000.00	(181,350.00)
3301.13	FEES-WAIVER FILING	530.00	4,135.00	3,500.00	635.00
3301.16	FINES-MUNICIPAL COURT	97,956.97	657,998.04	950,000.00	(292,001.96)
3301.17	FEES-STATE JUDGE	331.47	2,054.68	2,500.00	(445.32)
3301.18	FEES-STATE LAW ENFORCEMENT	6,375.11	39,615.46	47,000.00	(7,384.54)
3301.19	FEES-REINSTATEMENT	346.00	3,689.00	4,000.00	(311.00)
3301.20	FEES-RESTITUTION	5,033.54	22,195.32	2,000.00	20,195.32
3301.21	LEGAL COPIES	140.25	2,018.50	3,000.00	(981.50)
3301.23	FEES-CRIME STOPPER INFRACTION	3,528.00	16,023.29	15,000.00	1,023.29
3301.24	FEES-CRIME STOPPER MAJOR	(156.00)	275.00	100.00	175.00
3301.25	FEES-FAMILY CRISIS	(478.00)	(380.22)	0.00	(380.22)
3301.27	BIG POOL-ADMISSION	4,606.00	53,159.00	63,000.00	(9,841.00)
3301.28	BIG POOL-CONCESSION	2,316.66	29,205.96	25,000.00	4,205.96
3350.02	LICENSE-ARBORIST	35.00	210.00	1,000.00	(790.00)
3350.03	LICENSE-CEREAL MALT BEVERAGE	(75.00)	525.00	3,750.00	(3,225.00)
3350.04	LICENSE-CONTRACTOR	1,600.00	12,900.00	32,000.00	(19,100.00)
3350.05	ZONING COMPLIANCE	50.00	1,250.00	1,250.00	0.00
3350.06	LICENSE-ELECTRICIAN	320.00	2,980.00	7,500.00	(4,520.00)
3350.08	LICENSE-ITINERANT MERCHANT	2,165.00	6,130.00	7,500.00	(1,370.00)
3350.09	LICENSE-LIQUOR	500.00	8,000.00	15,000.00	(7,000.00)
3350.10	LICENSE-MECHANICAL	20.00	2,860.00	6,000.00	(3,140.00)



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 8/1/2017 Through 8/31/2017

3350.12	LICENSE-PAWN SHOP	0.00	0.00	250.00	(250.00)
3350.13	LICENSE-PLUMBER	0.00	3,040.00	5,000.00	(1,960.00)
3350.15	LICENSE-TAXI	0.00	45.00	100.00	(55.00)
3350.16	TAGS-DOG & CAT	127.01	2,001.80	1,500.00	501.80
3400.01	PERMITS-BUILDING	22,384.20	166,317.15	200,000.00	(33,682.85)
3400.02	PERMITS-CURB CUT	0.00	0.00	500.00	(500.00)
3400.03	PERMITS-ELECTRIC	572.00	6,506.00	6,000.00	506.00
3400.04	PERMITS-EXCAVATION	0.00	300.00	2,000.00	(1,700.00)
3400.05	PERMITS-GAS	161.00	1,357.00	3,500.00	(2,143.00)
3400.08	PERMITS-MECHANICAL	1,944.00	11,162.00	17,000.00	(5,838.00)
3400.09	PERMITS-PLUMBING	1,521.00	10,397.42	14,000.00	(3,602.58)
3400.11	PERMITS-TV & SIGN	1,160.00	4,935.00	4,000.00	935.00
3435	INTEREST INCOME	3,540.16	22,258.92	40,094.00	(17,835.08)
3437	FINANCE CHARGE INCOME	525.10	(3,977.28)	4,000.00	(7,977.28)
3400.02	PERMITS-CURB CUT	0.00	0.00	500.00	(500.00)
3400.03	PERMITS-ELECTRIC	484.00	6,990.00	6,000.00	990.00
3400.04	PERMITS-EXCAVATION	30.00	330.00	2,000.00	(1,670.00)
3400.05	PERMITS-GAS	306.00	1,663.00	3,500.00	(1,837.00)
3400.08	PERMITS-MECHANICAL	1,072.00	12,234.00	17,000.00	(4,766.00)
3400.09	PERMITS-PLUMBING	1,706.00	12,103.42	14,000.00	(1,896.58)
3400.11	PERMITS-TV & SIGN	597.50	5,532.50	4,000.00	1,532.50
3435	INTEREST INCOME	3,274.44	25,533.36	40,094.00	(14,560.64)
3437	FINANCE CHARGE INCOME	548.75	(3,428.53)	4,000.00	(7,428.53)
3440.02	RENTAL-CITY FACILITIES	10,535.47	22,453.60	40,000.00	(17,546.40)
3440.03	RENTAL-DEPOT	100.00	800.00	1,200.00	(400.00)
3447	ROYALTIES-GAS WELLS	3,462.53	11,888.23	8,000.00	3,888.23
3450	SALE OF PROPERTY-AUCTION	0.00	0.00	3,000.00	(3,000.00)
3456	SALE OF PROPERTY-POLICE CARS	0.00	0.00	5,000.00	(5,000.00)
3464	REPAYMENT-TEKVET TECHNOLOGIES	0.00	2,574.27	0.00	2,574.27
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	0.00	0.00	48,000.00	(48,000.00)
3470.04	REIMBURSE-POLICE SERVICES	0.00	136,870.15	270,000.00	(133,129.85)
3470.07	UTILITY FUNDS REIMBURSEMENT	373,250.00	2,986,000.00	4,623,290.00	(1,637,290.00)
3470.08	REIMBURSE-COUNTY	0.00	194,250.00	194,250.00	0.00
3470.09	REIMBURSE-HOLCOMB	0.00	42,000.00	42,000.00	0.00
3470.11	REIMBURSE-ANIMAL SHELTER	0.00	64,794.00	64,794.00	0.00
3470.13	REIMBURSE-DEVELOPER ENGINEERING FEES	0.00	5,000.00	0.00	5,000.00
3515	FUEL TAX REFUND	0.00	0.00	1,000.00	(1,000.00)
3600.01	MISCELLANEOUS-ADMINISTRATION	100.00	27,656.82	500.00	27,156.82
3600.02	MISCELLANEOUS-CEMETERY	25.00	875.00	500.00	375.00
3600.04	MISCELLANEOUS-INSPECTION	0.00	75.00	0.00	75.00
3600.05	MISCELLANEOUS-PARK & ZOO	490.00	4,451.09	3,500.00	951.09
3600.07	MISCELLANEOUS-POLICE	75.00	(1,605.05)	0.00	(1,605.05)
4010.01	TRANSFER-HEALTH INSURANCE RESV	0.00	0.00	265,000.00	(265,000.00)
Total Income		<u>1,620,902.42</u>	<u>16,409,959.07</u>	<u>23,307,682.00</u>	<u>(6,897,722.93)</u>



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 8/1/2017 Through 8/31/2017

001 - GENERAL FUND

		Curr Month Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	5,321.91	48,638.83	118,200.00	69,561.17
112	CITY MANAGER	39,752.17	443,256.49	673,970.00	230,713.51
113	SERVICE AND FINANCE	59,409.16	545,428.22	848,750.00	303,321.78
114	LEGAL SERVICES	11,783.00	98,516.67	191,000.00	92,483.33
115	MUNICIPAL COURT	60,062.75	358,542.64	674,250.00	315,707.36
116	HUMAN RESOURCES	17,311.93	111,099.89	184,800.00	73,700.11
117	INFORMATION TECH	63,017.90	548,177.33	812,493.00	264,315.67
118	CITY PROSECUTION	<u>14,551.95</u>	<u>125,606.52</u>	<u>205,700.00</u>	<u>80,093.48</u>
		271,210.77	2,279,266.59	3,709,163.00	1,429,896.41
121	POLICE-ADMINISTRATIVE	111,925.68	1,392,143.67	1,970,514.00	578,370.33
122	POLICE-INVESTIGATIONS	80,858.40	767,335.77	1,419,000.00	651,664.23
123	POLICE-PATROL	313,648.84	2,594,656.22	3,595,961.00	1,001,304.78
124	POLICE-SUPPORT SERVICES	85,688.15	722,341.15	1,266,250.00	543,908.85
125	POLICE-ANIMAL CONTROL	<u>8,115.26</u>	<u>288,594.42</u>	<u>329,764.00</u>	<u>41,169.58</u>
		600,236.33	5,765,071.23	8,581,489.00	2,816,417.77
131	PUBLIC WORKS-PLANNING,COMM	65,924.89	823,766.65	1,562,550.00	738,783.35
132	PUBLIC WORKS-ENGINEERING	(56.00)	(56.00)	0.00	56.00
133	PUBLIC WORKS-STREET MAINT	88,646.85	1,106,813.37	1,494,600.00	387,786.63
134	PUBLIC WORKS-CEMETERY	0.00	(10.00)	0.00	10.00
135	PUBLIC WORKS-PARKS	69,829.34	625,256.28	1,003,400.00	378,143.72
136	PUBLIC WORKS-BIG POOL	<u>48,032.05</u>	<u>505,647.71</u>	<u>533,250.00</u>	<u>27,602.29</u>
		272,377.13	3,061,418.01	4,593,800.00	1,532,381.99
141	ZOO-ADMINISTRATIVE	34,470.58	280,900.94	456,676.00	175,775.06
142	ZOO-MAINTENANCE DIVISION	23,282.67	210,505.34	359,650.00	149,144.66
144	ZOO-ANIMAL DIVISION	<u>81,464.77</u>	<u>687,483.31</u>	<u>1,182,508.00</u>	<u>495,024.69</u>
		139,218.02	1,178,889.59	1,998,834.00	819,944.41
151	FIRE-ADMINISTRATIVE	17,665.35	175,295.09	277,825.00	102,529.91
152	FIRE-OPERATIONS	213,522.11	1,923,742.13	2,899,690.00	975,947.87
153	FIRE-VOLUNTEERS	370.58	2,867.68	11,730.00	8,862.32
154	FIRE-ARFF STATION	<u>431.13</u>	<u>14,114.97</u>	<u>95,097.00</u>	<u>80,982.03</u>
		231,989.17	2,116,019.87	3,284,342.00	1,168,322.13
161	CEMETERY-OPERATIONS	34,129.31	319,176.71	571,725.00	252,548.29
171	CAPITAL IMPROVEMENT	23,342.28	776,983.42	1,463,830.00	686,846.58
181	EMPLOYEE BENEFITS	<u>0.00</u>	<u>265,000.00</u>	<u>265,000.00</u>	<u>0.00</u>
Total Expenses		<u>1,572,503.01</u>	<u>15,761,825.42</u>	<u>24,468,183.00</u>	<u>8,706,357.58</u>



City of Garden City
Statement of Revenues and Expenditures-Utility Fund Revenues
From 8/1/2017 Through 8/31/2017

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	3,237,431.88	19,392,309.95	30,200,000.00	(10,807,690.05)
3110.01	COLLECTIONS-COIN BOX	0.00	0.00	250.00	(250.00)
3118	CONNECT FEES	8,040.00	60,393.33	98,000.00	(37,606.67)
3150	IDENTIFIED LONG/SHORT	(341.58)	(749.45)	0.00	(749.45)
3151	UNIDENTIFIED LONG/SHORT	(172.70)	(254.68)	0.00	(254.68)
3154	INSUFFICIENT FUNDS CHECKS	(629.61)	(7,025.39)	0.00	(7,025.39)
3155	RETURNED CHECK CHARGE	500.00	3,100.00	5,000.00	(1,900.00)
3185	PENALTIES	23,944.72	79,597.95	85,129.00	(5,531.05)
3201	REIMBURSE-DEVELOPER	22,999.94	29,349.94	75,000.00	(45,650.06)
3435	INTEREST INCOME	20.55	123.98	0.00	123.98
3492	SALES TAX	136,091.56	766,430.02	1,138,840.00	(372,409.98)
3600	MISCELLANEOUS	610.83	123,447.25	5,000.00	118,447.25
	Total Electric	3,428,495.59	20,446,722.90	31,607,219.00	(11,160,496.10)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	320,145.58	2,480,879.73	3,600,000.00	(1,119,120.27)
3185	PENALTIES	0.00	78,193.60	80,000.00	(1,806.40)
3195	RECYCLING SALES	9,456.96	61,912.95	50,000.00	11,912.95
3435	INTEREST INCOME	195.62	1,181.94	1,100.00	81.94
3470.12	REIMBURSE-RENT A TRUCK	300.00	6,318.75	1,500.00	4,818.75
3515	FUEL TAX REFUND	0.00	0.00	1,157.00	(1,157.00)
	Total Solid Waste	330,098.16	2,628,486.97	3,733,757.00	(1,105,270.03)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	18,276.09	142,519.95	380,542.00	(238,022.05)
3435	INTEREST INCOME	0.00	250.31	250.00	0.31
3600	MISCELLANEOUS	1,500.00	15,427.00	1,250.00	14,177.00
	Total Drainage Utility	19,776.09	158,197.26	382,042.00	(223,844.74)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	231,787.08	1,715,086.42	2,526,238.00	(811,151.58)
3103	COLLECTIONS-WATER	713,174.06	3,391,198.70	5,500,000.00	(2,108,801.30)
3118	CONNECT FEES	1,545.00	10,395.00	18,000.00	(7,605.00)
3120	COUNTY SEWER FEES	4,175.36	65,911.04	112,000.00	(46,088.96)
3130	FIRE LEG FEES	0.00	14,305.00	16,000.00	(1,695.00)
3145.01	LAND LEASE	0.00	30,000.00	0.00	30,000.00
3165	LOAN REPAYMENTS	62.50	125.00	0.00	125.00
3185	PENALTIES	0.00	0.00	105,000.00	(105,000.00)
3201	REIMBURSE-DEVELOPER	4,837.42	11,189.84	10,000.00	1,189.84
3225	SALE OF MATERIAL	0.00	1,247.68	8,000.00	(6,752.32)
3228	SEWER MAINTENANCE FEES	386.00	24,889.93	4,500.00	20,389.93
3229	SEWER TANK FEES	16,620.03	89,484.25	150,000.00	(60,515.75)
3230	SEWER TAP FEES	500.00	1,000.00	0.00	1,000.00
3257	WATER TANK SALES	2,014.47	29,830.61	40,000.00	(10,169.39)
3260	WATER TAP FEES	12,034.11	31,073.78	40,000.00	(8,926.22)
3494	TAX-WATER CONSUMPTION	8,417.24	35,304.14	57,000.00	(21,695.86)
3515	FUEL TAX REFUND	0.00	0.00	250.00	(250.00)
3600	MISCELLANEOUS	1,000.00	8,773.63	15,000.00	(6,226.37)
4010.20	TRANSFER-WTR SYS MAINT RESV	0.00	0.00	250,000.00	(250,000.00)
4010.21	TRANSFER-WASTEWTR R&R RESV	0.00	0.00	200,000.00	(200,000.00)
	Total Water and Wastewater	996,553.27	5,459,815.02	9,051,988.00	(3,592,172.98)
Total Income		4,774,923.11	28,693,222.15	44,775,006.00	(16,081,783.85)



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: September 19, 2017
RE: Lee Richardson Zoo monthly report - August 2017

ISSUE:

Presentation of the August 2017 monthly staff report from Lee Richardson Zoo

BACKGROUND:

Attached is the August 2017 monthly staff report from Lee Richardson Zoo

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Zoo monthly report	9/12/2017	Backup Material



CITY OF GARDEN CITY ZOO DEPARTMENT AUGUST 2017 MONTHLY REPORT

ANIMAL CARE DIVISION

ACCESSIONS:

Births/Hatchings:

- | | | |
|-------|-------------------|--|
| 0.0.3 | Red pandas | from SSP recommended breeding pair Ember and Charlie |
| 0.0.1 | Lady Ross' turaco | from SSP recommended breeding pair |

Transactions (Purchases, donations, etc.)

- | | | |
|-----|---------------------------|---|
| 1.0 | Luzon bleeding heart dove | from Blank Park Zoo as per SSP recommendation |
| 0.1 | Bali mynah | from Minnesota Zoo as per SSP recommendation |
| 0.1 | Pygmy loris | from Columbus Zoo as per SSP recommendation |

DEACCESSIONS

Deaths:

None

Transactions (Sales, donations, etc.)

- | | | |
|-----|-----------------|---------------|
| 0.2 | Pronghorn fawns | to Topeka Zoo |
|-----|-----------------|---------------|

Received replacement habitats for Kansas exhibit in Finnup Center hallway, ordered lights, then will install. Maintenance added plexiglass shield to section of takin perimeter fence to prevent guests from reaching through the fence to touch the takin when they stand against the wall. Purchased new immobilization dart rifle. Injury drill took place. Completed registrar interviews; Angela Herman is new registrar. Rhino Lead Keeper attended Rhino Keeper Workshop in Denver.

ADMINISTRATION DIVISION

Director participated in discussions regarding funding of projects through a possible sales tax and submitted information for FEMA report to City point personnel. Staff assisted with Tumbleweed Festival, and Stop the Traffick race, and are helping with preparations for FOLRZ's A Wild Affair. A Pollinator Short Course, set up by NRCS, was held in the Finnup Center and included a tour of the zoo's Butterfly Garden. Media outreach continues via weekly "Zoo to You" column in the Telegram and regular segments with KIUL (bi-weekly) and KBUF (weekly) as well as facets of social media via Education Division. Staff attended training on FacilityDude program. All staff participated in active shooter scenario training by GCPD.

EDUCATION DIVISION

The Education division held a celebration for World Lion Day on August 10th. The event was well received by zoo guests, but unfortunately had to end early due to weather. Education Curator is meeting with the GC Telegram staff regarding advertising programs. Staff are preparing for International Red Panda Day (September 17th) and World Rhino Day (September 23rd) events. Volunteer training continues with 3 volunteers going for the Docent level. Volunteer manuals were updated and shared digitally with all volunteers. Scheduling zoomobile programs for the science classes of USD 457; plans are to increase from 2 programs per class to 3 for the 2017/2018 school year. Education Division held an overnight event for the Volunteers for Sunset Zoo. Info-sheets for a new species arriving in the fall (banteng) were researched and created. Classrooms were cleaned and organized for post-camp season and in preparation for the school year. Designing of a standard Zoo Adventures logo is underway. Red panda cub video was created for YouTube, Facebook, and Channel 8.

MAINTENANCE DIVISION

Grounds care, including preparations for Tumbleweed Festival and A Wild Affair dominated staff efforts in August. Efforts in this area also involved removing boxwoods that didn't recover from the storm earlier in the year, trimming trees and bushes to clear walkways and roadways, and continuing our vigilance against noxious/toxic plants that pop up during the growing season. The crew also spent time mulching and weeding various landscaped gardens in the zoo, and performing routine mowing and weed-eating. We wrapped up changing our directional signs to the new design that includes animal silhouettes in order to better serve those zoo guests who don't speak/read English. Various irrigation, electrical, HVAC, plumbing, mechanical, and structural work requests were also completed. Facilities Manager Tony Herman transferred to another department within the City.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE: September 19, 2017
RE: Bonanza Bioenergy, LLC Annexation Request

ISSUE:

The Governing Body is asked to consider and approve a request from Bonanza Bioenergy, LLC for annexation of property located at 3002 East Highway 50 and to continue to receive all utility services as outlined in the attached Memo of Understanding.

1. Ordinance No. _____-2017, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A. 12-520(a)(7).

BACKGROUND:

Bonanza Bioenergy, LLC (Bonanza) is requesting permission to annex the property at 3002 East Highway 50. Please see attached letter dated August 30, 2017 from Tom Willis, Bonanza CEO, making the request.

Bonanza acknowledges that this request to annex fulfills the intent of both parties, City of Garden City and Bonanza Bioenergy during the development of the ethanol plant, and that annexation was deferred until the time that federal incentives had expired, and in anticipation of annexation, the parties desire to enter into the attached Memorandum of Understanding (MOU) to address water and electric power service rates after annexation. The City of Garden City would continue to provide water, electric, and sanitary sewer services to the property.

ALTERNATIVES:

1. Authorize the annexation request of Bonanza and approve the MOU outlining rates.
2. Do not authorize the annexation request of Bonanza and do not approve the MOU outlining rates.

RECOMMENDATION:

Staff recommends alternative 1.

FISCAL NOTE:

The rates charged for electric and water service is outlined in the attached MOU. Sanitary sewer rates will remain as published in city code.

ATTACHMENTS:

Description

Upload Date Type

Bonanza Bioenergy Annexation
Annexation Request
Rate MOU

8/31/2017	Backup Material
9/13/2017	Backup Material
9/13/2017	Backup Material

ORDINANCE NO. _____-2017

**AN ORDINANCE ANNEXING LAND TO THE CITY OF
GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO
K.S.A. 12-520(a)(7).**

WHEREAS, the following described land adjoins the City of Garden City, Kansas, and is generally located in Section 21, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas; and

WHEREAS, BONANZA BIOENERGY, LLC, (Owner) is the owner of the following described land; and

WHEREAS, the Owner has requested and consented in writing to annexation of the following described land; and

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

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

SECTION 1. That Tract B, Parcel Plat of Windriver is hereby annexed and made a part of the City of Garden City, Finney County, Kansas. Said tract being annexed contains 17.05 acres, more or less.

SECTION 2. This annexation is made pursuant to K.S.A. 12-520(a)(7). No resolution, notice or public hearing is required pursuant to K.S.A. 12-520a(f).

SECTION 3. This ordinance shall be in full force and effect from and after its publication, in the Garden City Telegram, the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, this 19th day of September, 2017.

Melvin L Dale, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

Randall D. Grisell, City Counselor

August 30, 2017

Mayor and City Commissioners
City of Garden City
PO Box 998
Garden City, KS 67846

Dear Honorable Mayor and Commissioners:

This is to request that the property located at 3002 E US Highway 50 be annexed into the City of Garden City.

We further request that all City utilities – water, wastewater, electric and solid waste – provide service to the property, which we have been using since the construction of the facility.

Thank you for your consideration.

Sincerely,

A handwritten signature in dark ink that reads "Tom Willis". The signature is written in a cursive style with a small dot above the "i" in Willis.

Tom Willis, C.E.O.
Bonanza BioEnergy, LLC

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (Memorandum) is entered into this 5th day of September, 2017, between the City of Garden City, Kansas (City), and Bonanza Bioenergy, LLC (Bonanza).

WHEREAS, City provides water and electric power service to the Bonanza ethanol plant located at 2830 East Highway 50, Garden City, Kansas (Ethanol Plant); and

WHEREAS, Bonanza will be requesting that the real property where the Ethanol Plant is located be annexed into the City; and

WHEREAS, the parties acknowledge that the request to annex fulfills the intent of both parties during the development of the Ethanol Plant, and that annexation was deferred until the time that federal incentives had expired; and

WHEREAS, in anticipation of annexation, the parties desire to enter into this Memorandum to address water and electric power service rates after annexation.

NOW, THEREFORE, the parties enter into this Memorandum, and agree as follows:

1. Effective on the first day of the month after an annexation ordinance becomes effective, the following rates shall apply to water and electric power service to the Ethanol Plant:

- a. Potable water - \$1.10 per 1,000 gallons.
- b. Non-potable water - \$.89 per 1,000 gallons. (Quality of the non-potable water to be mutually agreed to by the parties.)
- c. Electric - Twenty percent (20%) reduction in the amount set out in Code Section 90-304(d).

2. This Memorandum shall be effective on September 19, 2017, and shall continue for a period of five (5) years, ending on September 18, 2022. The parties agree that City may change the electric power service rates set forth in paragraph 1 (c) of this Memorandum after March 19, 2022. The amount of any such change shall be limited to an amount reflecting the increase in City's purchased power costs, calculated in cents/kWh. City's purchased power costs shall include all costs related to purchases of capacity, energy, transmission service, local access charges, congestion and congestion hedging, ancillary services, and any load profile changes at the Ethanol Plant. Any increase to be applied in 2022 shall not exceed the most current City published large commercial rate.

3. City acknowledges and agrees that it will provide sufficient water to allow for operation of the Ethanol Plant. City further acknowledges that it has an adequate supply and quantity of water to meet the needs of the Ethanol Plant.

4. This Memorandum may be assigned by Bonanza to a future owner of the Ethanol Plant, or any successor of Bonanza.

5. If annexation occurs, the Memorandum of Understanding between the parties dated May 6, 2014, shall be terminated, to be replaced by this Memorandum. If annexation does not occur, for whatever reason, the Memorandum of Understanding dated May 6, 2014, shall remain in full force and effect for the remainder of its term.

This Memorandum is acknowledged and approved as set forth below.

CITY OF GARDEN CITY, KANSAS

Date

By: _____
Melvin L. Dale, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

BONANZA BIOENERGY, LLC

By: Tom Willis
Tom Willis, Chief Executive Officer

Date

W:\RDG\CITY\AGREEMENTS\MOU.BonanzaBioenergy(2017).docx



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood and Development Services Director
DATE: September 19, 2017
RE: Kansas Moderate Income Housing RFP for 2017

ISSUE:

The Governing Body is asked to consider and approve the attached resolutions allowing Garden City to participate in the Kansas Moderate Income Housing (MIH) Grant Program from the Kansas Housing Resources Corporation (KHRC).

1. Resolution No. _____ - 2017, a resolution making certain findings and determinations giving authority to the City of Garden City, Kansas to partner with Samy's Development, LLC and apply for and participate in the Kansas Moderate Income Housing Program.

BACKGROUND:

The Kansas Moderate Income Housing Program (the Program) allows cities incorporated in Kansas with a population of fewer than 60,000 to request grants or loans for infrastructure and/or housing development in rural areas. Grants or loans under the Program will be limited to no more than \$400,000.00 per awardee. The Program is designed to support developers with their costs to provide moderate income housing to the community. The communities must have a need for housing. As determined in the most recent Community Housing Assessment Team (CHAT) report, there remains a need for moderate housing in Garden City. Government agencies apply on behalf of developers. A resolution of support is required by the Governing Body, giving the City authority to apply for and participate in the Program.

For the 2017 Program, Garden City has one applicant: Samy's Development, LLC (the Developers). They own lot one (1) block four (4) of the Dorchester Addition. The property is generally located at 1830 Commanche Drive. The Developers are asking for \$400,000.00 to use for infrastructure improvements and development costs to construct a multifamily dwelling complex.

The property is shown on the Comprehensive Plan to develop as two (2) or more family residential. The property is currently zoned Commercial and the developer is responsible to rezone the property to a Multifamily Zoning District. This will require a public hearing. The approval of this partnership and RFP does not relieve the developer of meeting all zoning requirements and does not guarantee the zoning will be approved. This application does not vest any rights or privileges to the developer to develop the property. The developer is also required to file a complete site plan that is subject to meeting all City regulations.

ALTERNATIVES:

1. Approve the resolution of support.
2. Do not approve the resolution of support.

RECOMMENDATION:

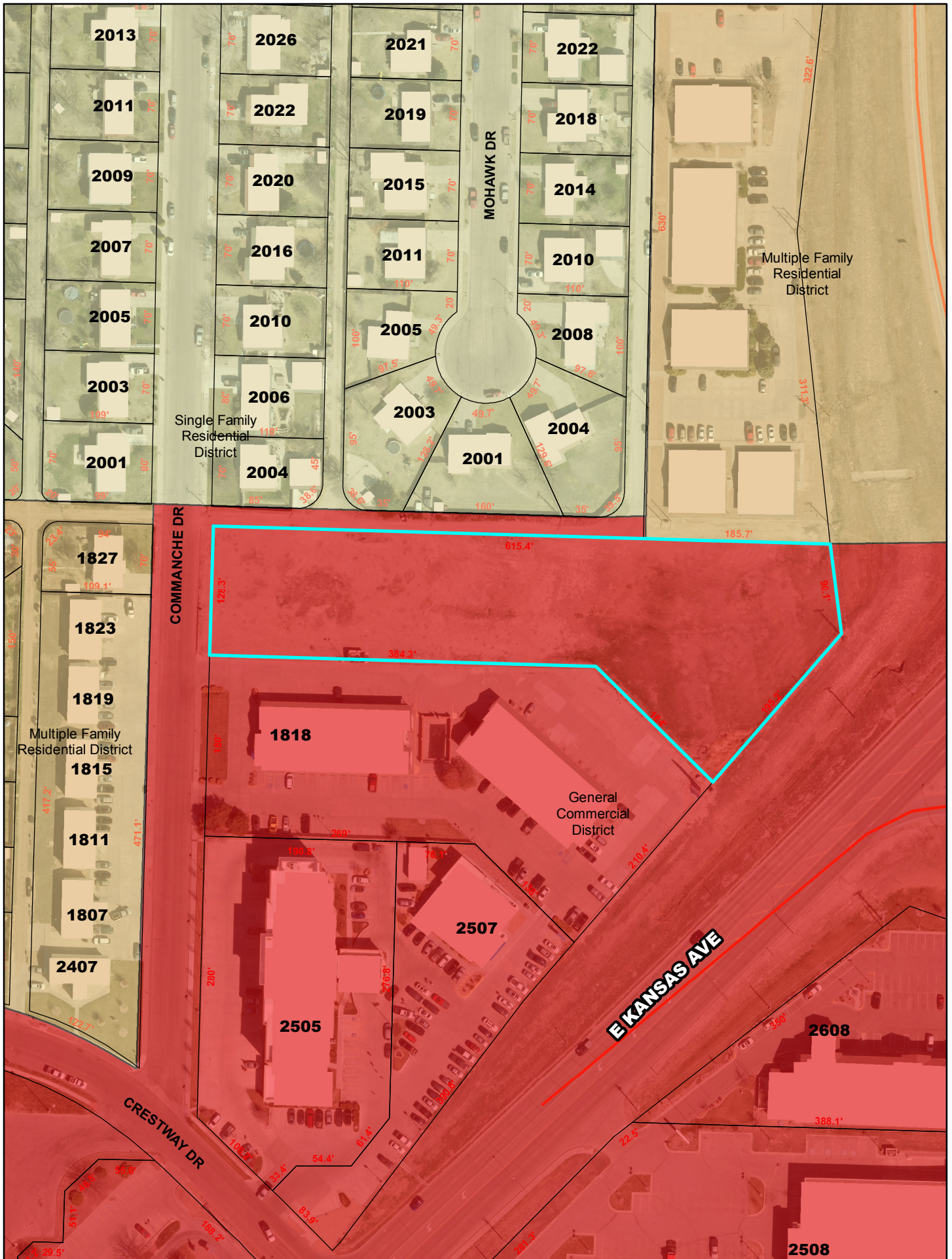
Staff recommends approval of the resolution of support.

FISCAL NOTE:

Because the Developers will be pursuing a grant, not a loan, there is no fiscal note.

ATTACHMENTS:

Description	Upload Date	Type
Zoning Map - 1830 Commanche Dr	9/14/2017	Backup Material
Resolution	9/14/2017	Backup Material
MIH Letter of Support 2017	9/14/2017	Backup Material



RESOLUTION NO. _____

**A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS
GIVING AUTHORITY TO THE CITY OF GARDEN CITY, KANSAS TO
PARTNER WITH SAMY'S DEVELOPMENT, LLC AND APPLY FOR AND
PARTICIPATE IN THE KANSAS MODERATE INCOME HOUSING
PROGRAM.**

WHEREAS, the Kansas Moderate Income Housing (MIH) Request for Proposal (RFP) authorizes any city incorporated in accordance with the laws of the State of Kansas (the "State") with a population of less than 60,000 to apply for loans or grants to cities for infrastructure or housing development in rural areas; and

WHEREAS, the Governing Body of such city may adopt a resolution making certain findings giving the City authority to apply for and participate in said RFP; and

WHEREAS, Garden City, Kansas (the "City") has an estimated population of 31,214 and therefore constitutes an eligible city as said term is defined in this RFP; and

WHEREAS, based on the Housing Needs Analysis performed by the City, the Governing Body of the City proposes to partner with Samy's Development, LLC to develop moderate income housing in accordance with the MIH RFP.

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

Section 1. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

Section 2. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to future economic growth and development in the City.

Section 4. The Governing Body hereby finds and determines that the future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Section 5. Based on the findings and determinations contained in Sections 1 through 4 of this Resolution, the Governing Body authorizes the City to partner with Samy's Development, LLC to apply for and participate in the RFP, within the boundaries of the real estate legally described and depicted in maps in Exhibits "A" and "B" attached hereto.

Section 6. This Resolution shall take effect after its adoption and publication once in the official City newspaper.

PASSED AND APPROVED by the Governing Body of Garden City, Kansas, this 19th day of September, 2017.

Melvin L Dale, Mayor

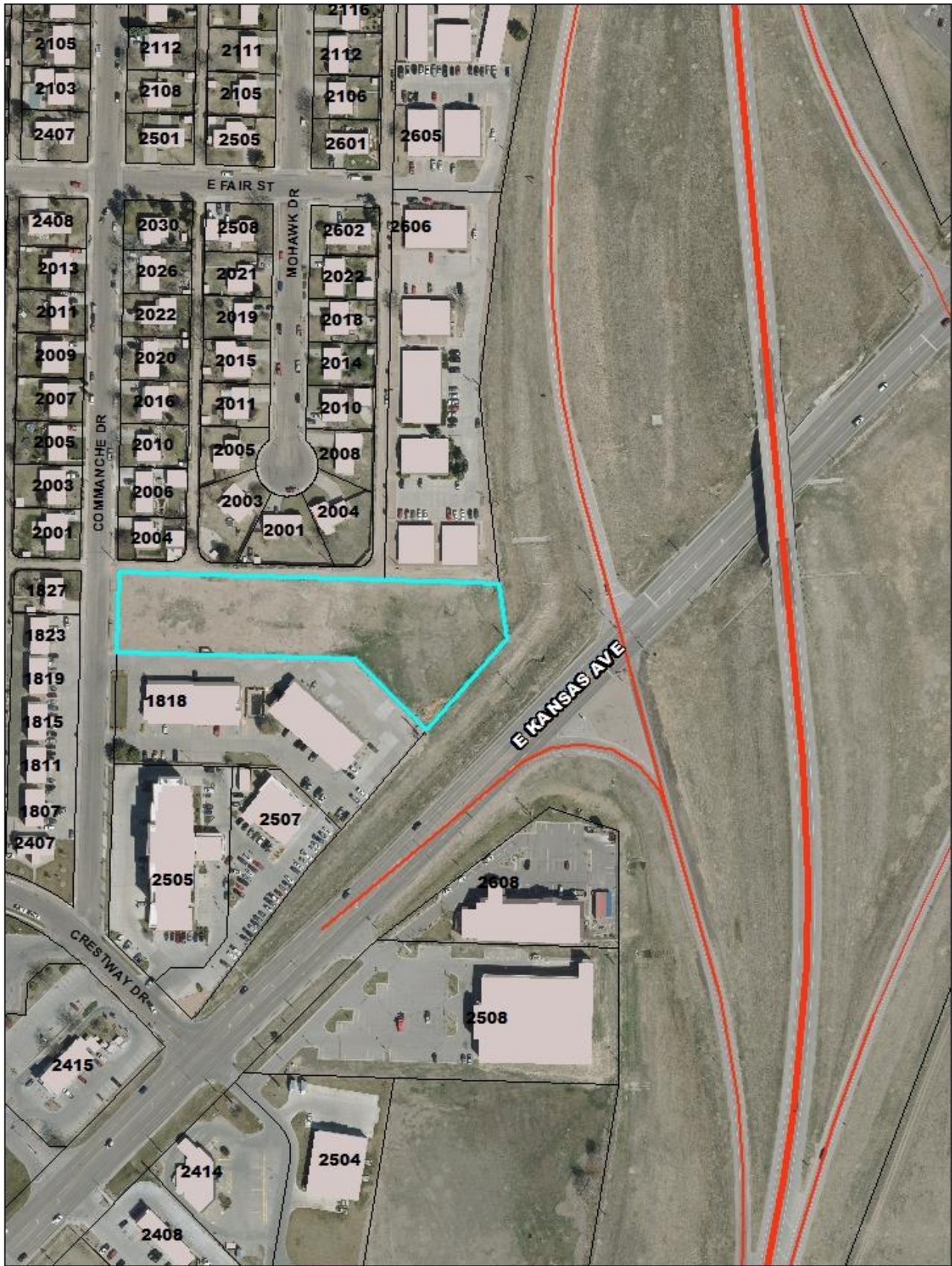
ATTEST:

Celyn N Hurtado, City Clerk

Exhibit "A"

Lot One (1) Block Four (4) of the Dorchester Addition, Garden City, Kansas.

Exhibit "B"





September 19, 2017

**NEIGHBORHOOD &
DEVELOPMENT
SERVICES**

Kansas Housing Resources Corporation
James R. Behan, Director of Operations
611 South Kansas Ave, Suite 300
Topeka, KS 66603-3803

**DEPARTMENT
SERVING**

Dear Mr. Behan,

**GARDEN CITY
HOLCOMB**

Please find the attached application and supportive documents for the 2017 Response to the Kansas Moderate Income Housing (MIH) Request for Proposal for Garden City, Kansas partnered with Samy's Development, LLC, to build multifamily dwellings located at 1830 Commanche Drive.

AND

FINNEY COUNTY

620-276-1170

The Garden City Governing Body has determined that there is a substantial need for housing in this community and has passed a resolution in support of this application; and they ask that consideration be given to this project.

INSPECTIONS

620-276-1120

Please feel free to contact the Neighborhood & Development Services Department if you have any questions or concerns regarding this submittal.

CODE COMPLIANCE

620-276-1120

Respectfully,

**PLANNING AND
ZONING**

620-276-1170

Melvin L Dale, Mayor

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

PH 620.276.1170

FAX 620.276.1173

www.garden-city.org



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jennifer Cunningham, Assistant City Manager
DATE: September 19, 2017
RE: 2017 Additional Art Grant Recommendation

ISSUE:

The Governing Body is asked to consider and approve the distribution of a portion of the remaining Art Grant funds as recommended by the Art Grant Committee.

BACKGROUND:

The Art Grant program was developed in 2012 as a formal process by which arts programs can request funding from the City. Art Grant Committee Members are Troy Nanninga, Shawna Deal and Melissa Gallegos.

The City Commission allocated \$15,250 from the social fund line item to fund the Art Grant program FY2017. On March 21, 2017, the City Commission followed recommendations of the Art Grant Committee and allocated \$10,750 to four applicants. This left a balance of \$4,500.

The Art Grant Committee received an additional request in the amount of \$600 from High Plains Public Radio. The Committee met and reviewed the application and would like to approve the request. Application and other documents relating are attached.

ALTERNATIVES:

1. Approve the Committee's recommendation to award \$600 to High Plains Public Radio.
2. Alter the Committee's recommendation and award funding as the Governing Body sees fit.
3. Do not approve the Committee's recommendation and send the item back to the Committee for further review.

RECOMMENDATION:



The Committee requests the Governing Body approve their recommendation and allocate the additional \$600 to High Plains Public Radio.

FISCAL NOTE:

If approved, \$600 would be awarded from Fund 001-171-6165 "Social Funding." The account would then have \$3,900 remaining.

ATTACHMENTS:

Description	Upload Date	Type
High Plains Public Radio Art Grant application	9/14/2017	Backup Material

City of Garden City Arts Grant Application 301 N. 8th PO Box 998 Garden City, KS 67846	
Date:	May 23, 2017
Requesting Entity:	High Plains Public Radio (HPPR) (legal name: Kanza Society, Inc.) EIN: 48-0859735 
Address of entity:	210 North 7 th Street Garden City, Kansas 67846
Officer of entity requesting funds:	Deborah Oyler
Title of officer:	Executive Director
Signature of Officer requesting funds	
Telephone number of officer:	620-276-7444 (offices and studios) 620-272-4150 (cell)
E-mail of officer:	director@hppr.org
Amount requested:	\$800 for Living Room Concert series in Garden City
Exhibits included:	<ul style="list-style-type: none"> • Exhibit 1: High Plains Public Radio's (HPPR) Board of Directors • Exhibit 2: Project budget • Exhibit 3: Copy of IRS 501(c)(3) exemption letter

High Plains Public Radio's Living Room Concerts in Garden City

May 17, 2017

MISSION AND BACKGROUND

High Plains Public Radio (HPPR) was founded in 1977 for the expressed purpose of enriching the educational, cultural, and community life of the High Plains region. It is also dedicated to developing the self-identity of the region so that it might better appreciate its common heritage and build a sustainable future. HPPR pursues this mission through public broadcasting because the medium is economical and accessible to nearly everyone.

HPPR pursues its mission by providing a mix of news and cultural programming 24 hours a day, 365 days a year, with two radio services - the **Traditional Mix** and **94.9 Connect** (Exhibit 1). Programming on the **Traditional Mix** is comprised of news and public affairs (39%), classical music (21%), other music (30%), and other entertainment and cultural programming (10%). We purchase approximately 85% (by air time) of our programming and produce 15%. Four months ago, we started a second programming service, **94.9 Connect**, which provides news and information 24/7 and can be streamed via the internet in Garden City.

Listeners can access our programs on the radio; with a live, audio stream from the internet to computers and mobile devices; and via podcasts available online. Visitors to our website (hpr.org) can also read news stories from our 4-state region that are written by our staff and access a calendar of community events.

HPPR is a highly collaborative organization. For HPPR, our local partners are an invaluable resource for content generation, board members, community advisory council members, and for overall promotion and awareness. HPPR is able to reciprocate the collaboration with these organizations with on-air recognition in the form of public service announcements, community-calendar events, and underwriting. This has proven invaluable to many organizations with have limited marketing and awareness budgets, as HPPR's on-air recognition allows them to create awareness about volunteer recruitment, upcoming events and meetings, the organization's mission, and services provided.

PROJECT DESCRIPTION

High Plains Public Radio (HPPR) has hosted Living Room Concerts (LRCs) in Garden City for 10 years, as well as in Amarillo, Texas, where we have another studio. The goals of our Living Room Concerts are to:

1. Support independent regional artists and touring musicians passing through the High Plains;
2. Ensure an affordable, accessible, smoke-free performance without distractions, allowing the artists to give their best performance for an appreciative, respectful audience;
3. Provide our listeners with music they are not hearing elsewhere in our region
4. Encourage like-minded music lovers to build relationships, with station partners, artists, and one another; and
5. Increase community exposure to the arts. Our concerts cover a wide variety of acts – from veteran musical masters to emerging artists. Without our series, many of these performers would have a hard time finding an outlet for exposure in our region.

Our Amarillo LRCs have grown to occurring monthly and with each concert attracting at least 60 people; whereas our Garden City LRCs occur less regularly and attendance averages less than 25. Besides being a bigger city than Garden City, our Amarillo LRCs benefit from having a full-time staff member, our Music Director, working out of that studio who is eager to organize

and publicize them.

We would like to see our Garden City LRCs grow similarly, with monthly concerts attended by at least 30-60 people. Russ Tidwell, GCHS Forensics Teacher and former Board President of the Tumbleweed Festival has volunteered to coordinate LRCs in Garden City. He is eager to line up musical talent, publicize the events, and run the sound equipment necessary for these concerts.

Thus, we are requesting \$800 (\$500 for musical talent and \$300 for promotion and awareness) for our LRCs in Garden City from May through September 30, 2017. During that period, we would host four concerts in our Garden City studio. Mike Benish would perform in May and July, Carter Sampson in June, and another artist in September. Your grant would be used to pay Mike Benish \$300 for his two performances and Carter Sampson and the September artist \$100 each. In addition, each artist will be able to sell CDs and collect voluntary donations (suggested donation is \$15 per attendee).

Attendance at our LRCs in Garden City has suffered due to lack of promotion and awareness. Your grant of \$300 would be used to partially defray the anticipated \$500 in expenses needed to print color posters to publicize the four concerts during May through September. Posters would be distributed to businesses, organizations, and other suitable buildings throughout Garden City. Banners would also be displayed on light poles along Main Street. The concerts would also be publicized on HPPR and on social media.

Each concert will be recorded to be replayed on the radio at a later date. (We are planning to bring back our locally-produced program, *High Plains Saturday Night*, and recordings of these LRCs would be perfect for that show.)

HPPR will cover any additional unforeseen expenses and the venue for the concerts. If we grow attendance at these events as much as we hope, suggested donations should be adequate to pay musicians after the grant period ends. Otherwise, we will pursue other foundation grants, individual donations, and/or underwriting from local businesses and organizations for future LRCs. This is our first request for an Arts Grant.

Exhibit 1. KANZA Society Inc. (dba High Plains Public Radio) Board of Directors for October 1, 2016 - September, 30 2017.

Name	City	State	Occupation
Joel Herndon, President	Dighton	KS	Farmer, Carpenter
Greg Rohloff, Vice President	Amarillo	TX	Instructor in English Department West Texas A&M University and Amarillo College
Robert Treviño Treasurer	Amarillo	TX	Retired from Bell Helicopter
Greta Clark, Secretary	Dodge City	KS	Director Multicultural Education Dodge City Community College
Stan Adelman	Amarillo	TX	Retired from Amarillo College
Virginia (Ginny) Beesley	Quinter	KS	Retired English Teacher
Barbara Clinkscales	Hays	KS	Regional Attorney Kansas Department for Children and Families
Cindy Hall	Canyon	TX	Sr. Mgr Regulatory & Compliance Paradigm Managed Services
Tony Hardman	Goodwell	OK	Library Director, Oklahoma Panhandle State University
Charles Kessie	Canadian	TX	Attorney
Trevor LaCost	Lamar	CO	Owner, Arkansas Valley Diesel Service
Paul Phillips	Hays	KS	Retired Professor, Fort Hays State University
Linda Schlegal	Garden City	KS	General Manager Hampton Inn, Garden City
Liz Vallette	Amarillo	TX	Retired school teacher

Exhibit 2. Budget for High Plains Public Radio's Living Room Concerts in Garden City during May - September 2017.

Expense		Total Cost	Item Description	Amount Requested from the City of Garden City	HPPR
Musical Talent					
	May Concert	\$150	Mike Benish	\$150	
	June Concert	\$100	Carter Sampson	\$100	
	July Concert	\$150	Mike Benish	\$150	
	September Concert	\$100	TBD	\$100	
Promotion and Awareness		\$500		\$300	\$200
Totals		\$1,000		\$800	\$200

Exhibit 3. Copy of IRS 501(c)(3) exemption letter



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752255943
Aug. 29, 2014 LTR 4168C 0
48-0859735 000000 00

00026884
BODC: TE

KANZA SOCIETY INC
HIGH PLAINS PUBLIC RADIO
210 N 7TH ST
GARDEN CITY KS 67846-5519



021954

Employer Identification Number: 48-0859735
Person to Contact: Customer Service
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Aug. 20, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in NOVEMBER 1977.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Kim D. Bailey
Operations Manager, AM Operations 3



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: September 19, 2017
RE: Distribution of Downtown Development Funds for 309 N. Main Street

ISSUE:

The Governing Body is asked to consider and approve distribution of Downtown Development Funds for 309 N. Main Street.

BACKGROUND:

The applicant at 309 N. Main Street did not spend the amount of money on the project as he originally proposed to the Governing Body for his Downtown Development Fund project. The program allows for some flexibility up to 10%, however, the applicant is 24% less than the maximum amount allowed in the program. Staff is seeking direction on how the Governing Body would like to handle the distribution of funds for this project.

Max Miller was awarded the Downtown Development Fund on June 7, 2016. He was approved for a partial reimbursement of \$50,000 to be issued within thirty (30) days of the approved final inspection. This amount was based on proposed building costs of \$134,888. As of August 16, 2017 the applicant has turned in receipts of \$89,130.25. The total cost of the project is less than the original proposed amount. This is the first project that has not spent the money they proposed to spend and spent a substantial amount less than proposed.

Original Estimated Building Cost on Application - \$134,888.00. The required amount to be in compliance with the 90% of the total approved would be \$121,399.20, the applicant only spent \$89,130.25 which is 66% of the estimated building cost. The difference between 90% and 66% is 24%, so if the Governing Body decides to reduce the award, it would be reduced by \$12,000 or 24% of the \$50,000 award, resulting in a disbursement of \$38,000.

Actual Costs:

Rod Fercking Construction-	\$67,390.00
Rod Fercking Construction-	\$6,043.16
Walnut Valley Hardwood Floors	\$7,025.00
L&L Floor Covering	\$1,076.09
The Architect	\$1,079.50
The Architect	\$3,065.00
The Architect	\$2,082.50
The Architect	\$60.00
The Architect	<u>\$1,309.00</u>
	\$89,130.25

ALTERNATIVES:

The Governing Body may:

1. Pay out the \$50,000 as originally approved.
2. Reduce the amount based on his reductions in the project.
3. Deny the requested application for the Downtown Development Fund.

RECOMMENDATION:

The Governing Body may choose any of the alternatives or create a new viable option.

FISCAL NOTE:

The amount is to be no more than the \$50,000 that was originally approved unless otherwise authorized by the Governing Body.

ATTACHMENTS:

Description	Upload Date	Type
Application Packet	9/13/2017	Backup Material
Signed Agreement	9/13/2017	Backup Material
Award Letter	9/13/2017	Backup Material



APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

PLEASE PRINT OR TYPE

PROPERTY INFORMATION

OWNER'S NAME

Max Miller

OWNER'S MAILING ADDRESS

2011 N Fleming

PHONE NUMBERS

HOME

620-271-2604

WORK

272-6422 Kyle Miller

EMAIL

PROPERTY ADDRESS

309 N Main St.

REQUIRED DOCUMENTATION

(The following documents MUST be turned in with application)

☐ COPY OF DEED ☐ RECEIPT OF PAID TAXES ☐ COMPLETED W9 ☐ CONSTRUCTION BIDS

PROPERTY IMPROVEMENTS

PLEASE CHECK ALL THAT APPLY

☐ Environmental Remediation ☐ Façade Renovation ☒ Interior Remodel ☐ Efficiency Upgrades
☐ 2nd Story Residential/ Commercial Development ☒ Demolition Expense

IS PROPERTY LISTED ON HISTORIC REGISTRY OR LOCATED WITHIN A HISTORIC DISTRICT BOUNDARY?

☒ No

☐ Yes (must attach proof of historic registration)

IMPROVEMENT DESCRIPTION

(Please be specific and Use additional sheets if necessary)

Tenant Preparation, White Box
New Heat and AC, move Bathroom and
make ADA Compliant, New Flooring

IMPROVEMENT (cost estimates)

Building Costs: \$ 134,888

Professional Fees: \$

PROJECTED CONSTRUCTION SCHEDULE

7' 1 ' 16

START DATE

9' 1 ' 16

FINISH DATE

Kyle Miller

PROPERTY OWNER / APPLICANTS SIGNATURE

6' 1 ' 16

DATE

FOR OFFICE USE ONLY

APPROVALS:

☐ Community Development Date of Approval _____
☐ Governing Body Date of Approval _____



INSPECTIONS: PH: 620-276-1120
FAX: 620-276-1173 WEB: garden-city.org

BUILDING PERMIT APPLICATION:

LOCATION: Garden City: ☒ Holcomb: ☐ Finney County: ☐
PROJECT ADDRESS: 309 N Main St
DESCRIPTION OF WORK: New Heat and AC, Move bathroom and make ADA Compliant
SUBDIVISION NAME: _____ LOT NO.: _____ BLOCK NO.: _____ New Flooring
ZONING DISTRICT: _____
TYPE OF WORK: NEW: ☐ ADDITION: ☐ OTHER: Remodel
USE OF STRUCTURE OR NEW CONSTRUCTION:

OWNER: Max Miller
ADDRESS: 2011 N Fleming CITY: G.C. STATE: KS ZIP: 67846
HOME PHONE: _____ WORK PHONE: _____ FAX: _____ CELL: 271 2604
APPLICANT: Kyle Miller
ADDRESS: 2114 Antler Ridge CITY: G.C. STATE: KS ZIP: 67838
HOME PHONE: _____ WORK PHONE: _____ FAX: _____ CELL: 272 6422
E-MAIL ADDRESS: Kcmiller80@gmail.com

CONTRACTOR INFORMATION:
BUILDER: Hutton Construction
CONTRACTORS LICENSE: _____ YES _____ NO
PLUMBER: _____
CONTRACTORS LICENSE: _____ YES _____ NO
ELECTRICIAN: _____
CONTRACTORS LICENSE: _____ YES _____ NO
MECHANICAL: _____
CONTRACTORS LICENSE: _____ YES _____ NO

*** NOTICE TO OWNERS WORKING ON THEIR OWN PROJECTS ***

An owner may take out permits to build a house in which they reside. The owner may build the structure and do his own plumbing, wiring and heating and air, providing they have taken out proper permits for each of the above and each is properly inspected and approved. The owner may hire a laborer, however if the owner employs a carpenter, plumber, electrician or mechanical (heating & air) installer, the hired individual shall be a contractor, licensed and bonded by the City of Garden City. Non-licensed help cannot be utilized. I, the undersigned have read this notice and its requirements and I signify that I intend to do my own work in each of the building areas for which I have obtained permits and that any assistance which I may require in these areas will be provided by a licensed and bonded contractor. I am aware, that should I utilize any non-licensed help with the exception of general laborers, that this shall be grounds for immediate revocation of the building permit.

BUILDING PERMIT INFORMATION: (Fill in or Circle Correct Answers)

Work to begin: 7-1-16 and to be completed: 9-1-16

The following plans are attached with this application: Plot Plan/Site Plan: Yes or No Floor Plan: Yes or No Elevations: Yes or No Drainage: Yes or No

PLOT PLAN/SITE PLAN REQUIREMENTS: A plot plan/site plan is a map of a lot that shows the size and shape of the lot including dimensions (measurements) of all of the following: (1) Location of all structures existing or proposed. (2) The shape and position of all impervious areas, such as driveways, patios, sidewalks, and paving etc. (3) The distance from each structure to the property lines and to other structures. (4) You may also be required to show the location of structures on the adjoining lots and the distance from those structures to your proposed project. (5) Show public roads and driveway entrances. (6) Show all buildings with dimensions and setback dimensions. (7) Show all right-of-ways and all utility easements. (8) Grading & Drainage plans.

Estimated value of construction (materials & labor): \$ 134888

Total Site Area: _____ Sq. Ft. _____ Acres

Proposed structure floor areas: Structure will cover _____ Square Feet

Living Space Square Feet: _____

Basement Square Feet: _____ Basement Finished: Yes or No % Basement Bath Roughin: Yes or No No. Bathrooms: _____

Garage Sq. Ft.: _____ Carport Sq. Ft.: _____ Decks Sq. Ft.: _____ Porches Sq. Ft.: _____ No. Bedrooms: _____ Total Number of Rooms: _____

TOTAL AREA SQ FT: _____ Water Pipe Diameter: _____ Electric Meter _____ Sewer _____ Septic _____ Percent covered of Site area _____ %

I HEREBY AFFIRM THE ABOVE STATEMENTS ARE TRUE AND CORRECT AND ALSO AGREE TO COMPLY WITH ALL APPLICABLE PROVISIONS OF CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY AND OTHER APPLICABLE REGULATIONS AND LAWS THAT MAY APPLY. CONSTRUCTION MUST BE STARTED WITHIN 180 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 180 DAYS OR THIS PERMIT SHALL BE NULL AND VOID. THIS PERMIT MAY EXPIRE IN 180 DAYS FROM THE DATE OF APPROVAL. REQUESTS FOR INSPECTIONS REQUIRE A MINIMUM 24 HOURS NOTICE. PERMIT APPROVAL PROCESS MAY TAKE UP TO 3 BUSINESS DAYS. COMMERCIAL PROJECTS MAY TAKE UP TO 6 WEEKS FOR APPROVAL.

I HEREBY UNDERSTAND THAT THERE WILL BE A FINE TO THE BUILDING CONTRACTOR FOR ALLOWING THE OCCUPATION OF A STRUCTURE BEFORE A CERTIFICATE OF OCCUPANCY IS ISSUED.

APPLICANTS SIGNATURE: Kyle Miller DATE: 6-1-16

**** FOR OFFICE USE ONLY BELOW THIS LINE ****

RECEIPT NUMBER: _____
APPLICATION RECEIVED ON: _____
FILED:
☐ PLOT PLAN/SITE PLAN
☐ DRAWINGS & SPECIFICATIONS
BUILDING PERMIT FEE: _____
MILEAGE FEE: _____
OTHER: _____
TOTAL PERMIT FEE: _____
☐ PERMIT FEE PAID
PERMIT FEE RECEIVED BY: _____

**** INSPECTIONS ****
APPROVED _____ DENIED _____
PLOT PLAN/SITE PLAN _____
BUILDING PLANS _____
OCCUPANCY GROUP: _____
CONSTRUCTION TYPE:
☐ SF Residential Includes Modular
☐ SF Manufactured (HUD Standards)
☐ MF two or more attached dwellings
☐ Any Residential Remodel
☐ New Commercial
☐ New Industrial
☐ Commercial/Industrial Remodel
☐ Misc. (Utility, Religious, Public or Non Profit Project)

**** ENGINEERING ****
☐ APPROVED
☐ DENIED
☐ Address Assigned
☐ Grading & Drainage Plan Approved
☐ Curb Cuts Approved

**** PLANNING ****
☐ APPROVED
☐ DENIED
☐ Historic Clearance
☐ Site Plan Approved
☐ Property Platted
☐ Floodplain

PERMISSION IS HEREBY GRANTED TO PERFORM THE WORK INCLUDED IN THIS APPLICATION. THIS PERMIT SHALL NOT BE CONSTRUED TO PERMIT ANY VIOLATION OF APPLICABLE LAWS, REGULATIONS, ORDINANCES, AND CODES. CONSTRUCTION MUST BE STARTED WITHIN 60 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 120 DAYS OR THIS PERMIT SHALL BE NULL AND VOID.

BUILDING INSPECTOR: _____ DATE: _____

PERMIT NUMBER: _____ rev. April 2015

VOL 167 PAGE 328

MICROFILM

QUIT CLAIM DEED

Instrument was filed for record on
May 1 day of May
A.D. 1995 at 10:00 clock a.m.
and duly recorded in book 167
Page 328 Fee \$ 80
Rita C. Goff
Register of Deeds

MAX R. MILLER and MARIANNE R. MILLER, husband and wife,

QUIT CLAIM TO

MAX R. MILLER and MARIANNE R. MILLER, as tenants in common,

All the following described REAL ESTATE in the County of FINNEY and the State of Kansas, to-wit:

Lots Fifteen (15), Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22) (except the West Two Feet thereof) and an undivided one-half (1/2) interest in the West Two Feet of Lot Twenty-two (22), all in C.J. Jones Subdivision of Block Eight (8), original plat to the City of Garden City, Finney County, Kansas,

for the sum of Zero Dollars (\$0.00) and other good and valuable consideration.

The Real Estate Sales Validation Questionnaire shall not apply to this transfer pursuant to K.S.A. 79-1437e(9).

Dated May 2, 1995

Max R. Miller
MAX R. MILLER

INDEXED
DIRECT
INDIRECT

Marianne R. Miller
MARIANNE R. MILLER

STATE OF KANSAS)
COUNTY OF FINNEY) ss.

BE IT REMEMBERED, that on this 2 day of May, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came MAX R. MILLER and MARIANNE R. MILLER, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

Entered in Transfer Record in A.D. 1995
5 day of May
[Signature]
Finney County Clerk

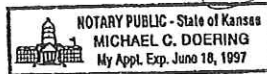
167PAGE328

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.


Notary Public MICHAEL C. DOERING

My Appointment Expires:

6-18-97



Miller.aes
DO0407L

FINNEY COUNTY KS

Finney County
Raylene Dick
P O Box M
Garden City, KS 67846
620-272-3527
www.finneycounty.org

2014 TAX STATEMENT Real Estate

Statement: 016038
Pin: Y75191I5

MILLER MAX R /

District Breakdown	Gen Tax
GARDEN CITY	2987.16
USD 457	3694.76
USD 457 BOND & INTEREST	808.04
GARDEN CITY REC COMM	458.18
GARDEN CITY CC	1969.88
STATE	140.81
FINNEY COUNTY	3643.61
TOTAL	13702.44

Parcel ID		
274 18 0 40 06 001 00 0		
Tax Unit		
001 CITY		
City/Twp		
21 GARDEN CITY		
Sub Division		
224 C J JONES (BLK 8, O.P.)		
Land Use	USD	Levy
2101	457	145.971

TOTAL TAX \$13,702.44

Class	Land	Improve	Gen Tax
COMMERICAL/INDUST	4608	89263	13702.44
TOTAL	93871		13702.44

TAX DUE \$13,702.44

1st half due on or before
December 20, 2014.

2nd half due on or before
May 10, 2015.

6% interest on delinquent taxes.

IF YOU NO LONGER OWN LISTED PROPERTY,
CALL THE FINNEY COUNTY APPRAISER 620-272-3514.

To pay taxes online, go to...
www.accesskansas.org/kspropertytax/index.do

----- On Personal Property and Oil/Gas Taxes -----
- Half payments are not accepted after December 20th -
- All prior year delinquent taxes must be paid in full -
- before we can accept current tax.

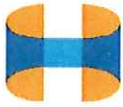
Please make checks payable to Finney County Treasurer.
Please advise our office of any address changes.

*** 2nd Half Notices Will Not Be Sent ***

Legal Description
JONES C J ADDITION (BLK 8, O.P.)---224,
S18, T24, R32W, BLOCK 08, Lot 20 - 21, &
LOTS 15,19 & 22 EX W 2'

Prop Addr: 309 N MAIN
Sec: 18 Twp: 24 Rng: 32W
Lot: 20 Blk: 08
0 00078 000000

PLEASE RETURN APPROPRIATE COUPON BELOW WITH YOUR REMITTANCE.



HUTTON
CONSTRUCTION

Miller Building

Renovation

Control Budget

6-1-16

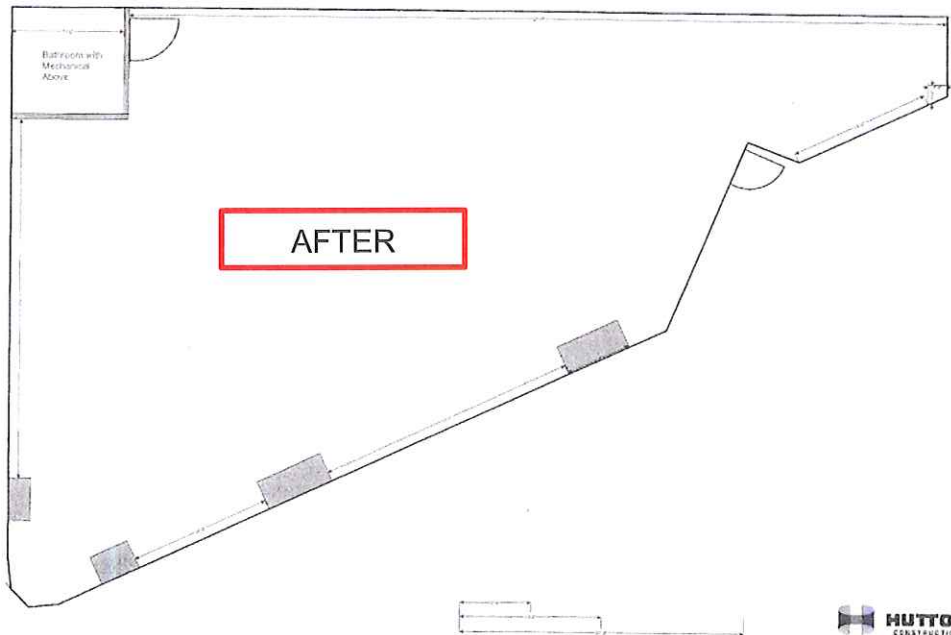
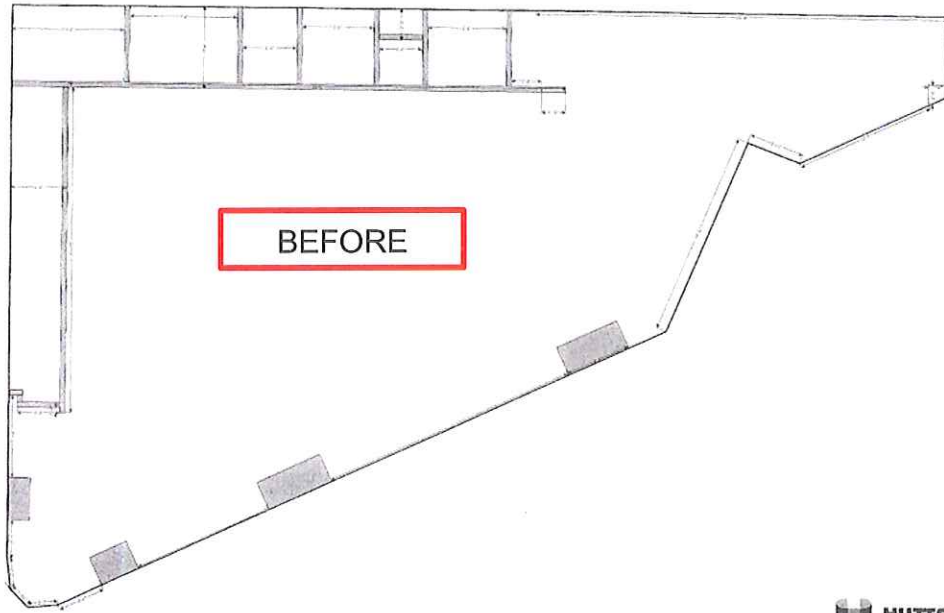
Phase	Description	Project Total
	White Box - Wheatfields Space	
	<i>GENERAL EXPENSES</i>	23,092
	<i>DEMOLITION</i>	13,383
	<i>CARPENTRY</i>	593
	<i>MILLWORK/CASEMENT MATLS</i>	3,127
	<i>DOORS & WINDOWS</i>	893
	<i>FINISHES</i>	40,283
	<i>SPECIALTIES</i>	413
	<i>MECHANICAL</i>	41,225
	<i>ELECTRICAL</i>	11,878
	White Box - Wheatfields Space	134,888

Estimate Totals

Description	Amount	Totals	Hours	Rate
Labor	25,339		395 hrs	
Material	9,243			
Subcontract	80,410			
Equipment	4,085		2,059 hrs	
Other	15,811			
	134,888	134,888		
Total		134,888		

309 N. MAIN STREET

INTERIOR SPACE BEFORE AND AFTER DRAWINGS



DOWNTOWN DEVELOPMENT FUND AGREEMENT

THIS DOWNTOWN DEVELOPMENT FUND AGREEMENT ("Agreement") made and entered into this 7th day of June, 2016, by and between the CITY OF GARDEN CITY, KANSAS ("City"), a municipal corporation, and Max Miller ("Recipient").

WHEREAS, City will conditionally award funds to Recipient in conjunction with Recipient's successful completion of the APPLICATION FOR DOWNTOWN DEVELOPMENT FUND ("Application") (a copy of which is attached hereto and incorporated herein), which was approved by the Governing Body of the City under date of June 7, 2016; and

WHEREAS, it is the desire of City and Recipient to memorialize the expectations and procedures concerning Recipient's conditional award of funds from the City.

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

1. PREMISES. As delineated in its Application, Recipient has been conditionally granted an award of funds in the amount of \$50,000 for repairs to the property located at the commonly known and numbered address of 309 N Main St, Garden City, KS, legally described as follows:

LOTS FIFTEEN (15), NINETEEN (19), TWENTY (20), TWENTY-ONE (21) AND TWENTY-TWO (22) (EXCEPT THE WEST TWO FEET THEREOF) AND AN UNDIVIDED ONE-HALF (1/2) INTEREST IN THE WEST TWO FEET OF LOT TWENTY-TWO (22), ALL IN C.J. JONES SUBDIVISION OF BLOCK EIGHT (8), ORIGINAL PLAT TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS.

The above described property shall hereinafter be referred to as the "Premises".

2. CONDITIONAL AWARD OF FUNDS. In conjunction with their successful Application, Recipient agrees and acknowledges that prior to City making any award of funds, Recipient shall:

- a. Initiate the repairs, improvements and/or additions delineated in their Application within **180 days of the date of the of the City's approval of the Application** ("Initiation Period"), said Initiation Period concluding on December 7, 2016;
- b. Allow City staff to perform periodic inspections to the Premises during the period of time within which the repairs are being undertaken in order to monitor progress (said periodic inspections are to monitor progress related to Recipient's compliance with the Application, and are in no way intended to replace or supersede any inspection requirements of Recipient under existing City building and zoning codes);
- c. Submit invoices to City staff in a manner and form sufficient for their review, substantiating the completion of the repairs and/or improvements as delineated in the Application, said improvements to be no less than **90% of the total costs projected therein (i.e. cost estimates)** (included in these invoices should be any professional fees referenced in the Application);
- d. Provide proof that Recipient is in compliance with property tax assessments regarding the Premises; and

- e. Allow City staff the opportunity to complete a final inspection of the Premises, wherein a determination shall be made as to whether or not the repairs, improvements and/or additions have been completed in conformance with:
 - i. The proposed improvements to the Premises as enumerated in the Application;
 - ii. The conditions described in this Agreement; and
 - iii. The Code of Ordinances for the City of Garden City, Kansas, as well as all other relevant and enforceable building and zoning codes within the City.

3. TIMEFRAME FOR AWARD OF FUNDS. Upon Recipient satisfying the obligations and expectations enumerated above at Paragraph 2, City shall award the funds to Recipient in no less than thirty (30) days from the date of City's completion of the final inspection and approval of the Recipient's repairs, improvements and/or additions. City shall make the funds available to Recipient via a mutually agreeable method of payment consisting of either check or wire transfer.

4. TAX IMPLICATIONS OF AWARD OF FUNDS. Recipient acknowledges that any award of funds from the City shall be considered a local government grant. As such, the federal and state tax impact and consequences of the award of funds shall be borne solely by the Recipient. In executing this Agreement, Recipient acknowledges that they are on notice to the existence of potential tax consequences from their award of funds.

5. DEFAULT. This Agreement is made upon the express expectation that Recipient shall comply with all conditions enumerated in Paragraph 2 above. Should Recipient fail to comply with the conditions enumerated in paragraph 2 or any other provision herein for a period of ten (10) days after Recipient's receipt of written notice from City, wherein Recipient's failure(s) to comply with this Agreement are delineated, City may lawfully declare the termination of this Agreement. Upon City declaring the termination of this Agreement, Recipient shall, among other things, no longer be entitled to the award of funds delineated in the Application and this Agreement.

6. NOTICES. Except as otherwise specifically set forth in this Agreement, any notice required by the terms hereof shall be given in writing at the address set forth below by any of the following means: personal service, electronic communication, whether by facsimile or email, national recognized courier service, or registered or certified United States mail, postage prepaid, return receipt requested, as follows:

If to City: Matthew C. Allen, City Manager
 301 North 8th Street
 P.O. Box 899
 Garden City Kansas 67846
 Fax: 620-276-1169
 Email: Matt.Allen@gardencityks.us

If to Recipient: Max Miller
 2011 N Fleming St
 Garden City Kansas 67846

7. NO AGENCY/PARTNERSHIP. It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or any other business relationship between City and Recipient.

8. FORCE MAJEURE. Any unforeseeable and unavoidable occurrence beyond the reasonable control of a party that prevents a party from fully performing its obligations hereunder, including, without limitation, acts of God, criminal acts, acts of war, explosions, epidemics, civil disturbances, labor problems, loss or malfunction of utilities, computer or communications services, or unforeseeable and unavoidable governmental actions by a governmental authority shall relieve the parties from compliance with this Agreement. Should such an event occur, the parties may, by mutual agreement, consent to an extension of the Initiation Period.


9. NONAPPROPRIATION OF FUNDS. In the event sufficient funds shall not be appropriated by the City for the award of funds required under the terms and conditions of this Agreement, the City may terminate this Agreement pursuant to the notice requirement set forth above at Paragraph 6. This Agreement is subject to the terms and provisions of the Cash Basis Law, K.S.A. 10-1101 *et seq.*, and the Kansas Budget Law, K.S.A. 79-2925 *et seq.*

10. GENERAL COVENANTS.


- a. This Agreement incorporates all the obligations, agreements and understandings of City and Max Miller and there are no oral agreements or understandings between City and Max Miller concerning the purpose covered by this Agreement.
- b. This Agreement may be amended, changed or modified, only upon the written consent of both City and Max Miller.
- c. This Agreement shall be binding upon and inure to the benefit of parties hereto, and their permitted successors, assigns and personal representatives.
- d. This Agreement shall be construed in accordance with the laws of the state of Kansas.
- e. The headings of the paragraphs of this Agreement are for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of any provisions of this Agreement.
- f. In the event either party to this Agreement seeks legal enforcement or interpretation of this Agreement, and as often as, the prevailing party shall be entitled to reimbursement for its incurred costs, including, but not limited to, attorneys' fees, filing fees and other related court costs.
- g. If any part of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining portions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed by City and Max Miller effective the day and year first above written.

6/15/16
Date

CITY OF GARDEN CITY, KANSAS
By: 
Matthew C. Allen, City Manager

6/14/16
Date

RECIPIENT
MAX MILLER
By: 
Max Miller



NEIGHBORHOOD

&

DEVELOPMENT

SERVICES

DEPARTMENT

SERVING

GARDEN CITY

HOLCOMB

AND

FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

CODE COMPLIANCE

620-276-1120

PLANNING AND

ZONING

620-276-1170

June 7, 2016

Max Miller
2011 N Fleming
Garden City, KS 67846

RE: Downtown Development Fund Application – 309 N Main St

Dear Mr. Miller,

This correspondence is to notify you that your application for the Downtown Development Fund was presented at the City Commission meeting on June 7, 2016, and the board voted unanimously to approve a partial reimbursement to the proposed property improvements for 309 N Main St. (\$50,000.00).

Enclosed in this letter are a blank W-9 form and your Downtown Development Fund Agreement. The Downtown Development Fund agreement will need to be signed and returned to us as soon as possible, preferably before construction begins on your project. You will be issued a check in the amount of \$50,000.00 within thirty (30) days of the approved final inspection and receipt of your completed W-9 form.

If you have any questions or concerns, please feel free to contact us or come by the Neighborhood & Development Services office at your convenience.

Respectfully,

Kaleb Kentner
Neighborhood & Development Services Director

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. BOX 998

GARDEN CITY, KS

67846-0998

PH 620.276.1170

FAX 620.276.1173

www.garden-city.org

DOWNTOWN DEVELOPMENT FUND AGREEMENT

THIS DOWNTOWN DEVELOPMENT FUND AGREEMENT ("Agreement") made and entered into this 7th day of June, 2016, by and between the CITY OF GARDEN CITY, KANSAS ("City"), a municipal corporation, and Max Miller ("Recipient").

WHEREAS, City will conditionally award funds to Recipient in conjunction with Recipient's successful completion of the APPLICATION FOR DOWNTOWN DEVELOPMENT FUND ("Application") (a copy of which is attached hereto and incorporated herein), which was approved by the Governing Body of the City under date of June 7, 2016; and

WHEREAS, it is the desire of City and Recipient to memorialize the expectations and procedures concerning Recipient's conditional award of funds from the City.

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

1. PREMISES. As delineated in its Application, Recipient has been conditionally granted an award of funds in the amount of \$50,000 for repairs to the property located at the commonly known and numbered address of 309 N Main St, Garden City, KS, legally described as follows:

LOTS FIFTEEN (15), NINETEEN (19), TWENTY (20), TWENTY-ONE (21) AND TWENTY-TWO (22) (EXCEPT THE WEST TWO FEET THEREOF) AND AN UNDIVIDED ONE-HALF (1/2) INTEREST IN THE WEST TWO FEET OF LOT TWENTY-TWO (22), ALL IN C.J. JONES SUBDIVISION OF BLOCK EIGHT (8), ORIGINAL PLAT TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS.

The above described property shall hereinafter be referred to as the "Premises".

2. CONDITIONAL AWARD OF FUNDS. In conjunction with their successful Application, Recipient agrees and acknowledges that prior to City making any award of funds, Recipient shall:

- a. Initiate the repairs, improvements and/or additions delineated in their Application within **180 days of the date of the of the City's approval of the Application** ("Initiation Period"), said Initiation Period concluding on December 7, 2016;
- b. Allow City staff to perform periodic inspections to the Premises during the period of time within which the repairs are being undertaken in order to monitor progress (said periodic inspections are to monitor progress related to Recipient's compliance with the Application, and are in no way intended to replace or supersede any inspection requirements of Recipient under existing City building and zoning codes);
- c. Submit invoices to City staff in a manner and form sufficient for their review, substantiating the completion of the repairs and/or improvements as delineated in the Application, said improvements to be no less than **90% of the total costs projected therein (i.e. cost estimates)** (included in these invoices should be any professional fees referenced in the Application);
- d. Provide proof that Recipient is in compliance with property tax assessments regarding the Premises; and

e. Allow City staff the opportunity to complete a final inspection of the Premises, wherein a determination shall be made as to whether or not the repairs, improvements and/or additions have been completed in conformance with:

- i. The proposed improvements to the Premises as enumerated in the Application;
- ii. The conditions described in this Agreement; and
- iii. The Code of Ordinances for the City of Garden City, Kansas, as well as all other relevant and enforceable building and zoning codes within the City.

3. TIMEFRAME FOR AWARD OF FUNDS. Upon Recipient satisfying the obligations and expectations enumerated above at Paragraph 2, City shall award the funds to Recipient in no less than thirty (30) days from the date of City's completion of the final inspection and approval of the Recipient's repairs, improvements and/or additions. City shall make the funds available to Recipient via a mutually agreeable method of payment consisting of either check or wire transfer.

4. TAX IMPLICATIONS OF AWARD OF FUNDS. Recipient acknowledges that any award of funds from the City shall be considered a local government grant. As such, the federal and state tax impact and consequences of the award of funds shall be borne solely by the Recipient. In executing this Agreement, Recipient acknowledges that they are on notice to the existence of potential tax consequences from their award of funds.

5. DEFAULT. This Agreement is made upon the express expectation that Recipient shall comply with all conditions enumerated in Paragraph 2 above. Should Recipient fail to comply with the conditions enumerated in paragraph 2 or any other provision herein for a period of ten (10) days after Recipient's receipt of written notice from City, wherein Recipient's failure(s) to comply with this Agreement are delineated, City may lawfully declare the termination of this Agreement. Upon City declaring the termination of this Agreement, Recipient shall, among other things, no longer be entitled to the award of funds delineated in the Application and this Agreement.

6. NOTICES. Except as otherwise specifically set forth in this Agreement, any notice required by the terms hereof shall be given in writing at the address set forth below by any of the following means: personal service, electronic communication, whether by facsimile or email, national recognized courier service, or registered or certified United States mail, postage prepaid, return receipt requested, as follows:

If to City: Matthew C. Allen, City Manager
 301 North 8th Street
 P.O. Box 899
 Garden City Kansas 67846
 Fax: 620-276-1169
 Email: Matt.Allen@gardencityks.us

If to Recipient: Max Miller
 2011 N Fleming St
 Garden City Kansas 67846

7. NO AGENCY/PARTNERSHIP. It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or any other business relationship between City and Recipient.

8. FORCE MAJEURE. Any unforeseeable and unavoidable occurrence beyond the reasonable control of a party that prevents a party from fully performing its obligations hereunder, including, without limitation, acts of God, criminal acts, acts of war, explosions, epidemics, civil disturbances, labor problems, loss or malfunction of utilities, computer or communications services, or unforeseeable and unavoidable governmental actions by a governmental authority shall relieve the parties from compliance with this Agreement. Should such an event occur, the parties may, by mutual agreement, consent to an extension of the Initiation Period.

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10. GENERAL COVENANTS.

- a. This Agreement incorporates all the obligations, agreements and understandings of City and Max Miller and there are no oral agreements or understandings between City and Max Miller concerning the purpose covered by this Agreement.
- b. This Agreement may be amended, changed or modified, only upon the written consent of both City and Max Miller.
- c. This Agreement shall be binding upon and inure to the benefit of parties hereto, and their permitted successors, assigns and personal representatives.
- d. This Agreement shall be construed in accordance with the laws of the state of Kansas.
- e. The headings of the paragraphs of this Agreement are for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of any provisions of this Agreement.
- f. In the event either party to this Agreement seeks legal enforcement or interpretation of this Agreement, and as often as, the prevailing party shall be entitled to reimbursement for its incurred costs, including, but not limited to, attorneys' fees, filing fees and other related court costs.
- g. If any part of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining portions shall continue to remain in full force and effect.



APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

PLEASE PRINT OR TYPE

PROPERTY INFORMATION

OWNER'S NAME

Max Miller

OWNER'S MAILING ADDRESS

2011 N Fleming

PHONE NUMBERS

HOME

620-271-2604

WORK

272-6400 Kyle Miller

EMAIL

PROPERTY ADDRESS

309 N Main St.

REQUIRED DOCUMENTATION

(The following documents MUST be turned in with application)

☐ COPY OF DEED

☐ RECEIPT OF PAID TAXES

☐ COMPLETED W9

☐ CONSTRUCTION BIDS

PROPERTY IMPROVEMENTS

PLEASE CHECK ALL THAT APPLY

☐ Environmental Remediation

☐ Façade Renovation

☒ Interior Remodel

☐ Efficiency Upgrades

☐ 2nd Story Residential/ Commercial Development

☒ Demolition Expense

IS PROPERTY LISTED ON HISTORIC REGISTRY OR LOCATED WITHIN A HISTORIC DISTRICT BOUNDARY?

☒ No

☐ Yes (must attach proof of historic registration)

IMPROVEMENT DESCRIPTION

(Please be specific and Use additional sheets if necessary)

Tenant Preparation, White Box
New Heat and AC, move Bathroom and
make ADA Compliant, New Flooring

IMPROVEMENT (cost estimates)

Building Costs: \$ 134,888

Professional Fees: \$

PROJECTED CONSTRUCTION SCHEDULE

7/1/16

START DATE

9/1/16

FINISH DATE

Kyle Miller

PROPERTY OWNER / APPLICANTS SIGNATURE

6/1/16

DATE

FOR OFFICE USE ONLY

APPROVALS:

☐ Community Development Date of Approval _____

☐ Governing Body Date of Approval _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: September 19, 2017
RE: Downtown Development Fund Agreement Update

ISSUE:

The Governing Body is asked to consider and approve an update to the Downtown Development Fund Agreement.

BACKGROUND:

Staff, after consulting with the City Attorney, has concurred that the language in the agreement required to be signed by all approved applicants for funding needs to be clarified. If an applicant did not spend the 90% of the total costs projected in their application no direction was given as to how to resolve the issue. Staff feels that an amendment to the current application needs to be added to clarify what needs to be done in the future if this happens. It is proposed that the awarded funds would be proportionately reduced by the percentage difference between 90% and the actual cost percentage. For example: If the award was for \$50,000.00 based on project expenses of \$100,000.00 and if the applicant only spent \$80,000.00 or 80% of projected expenses, the \$50,000.00 awarded would be reduced by \$5,000.00 or 10% for a total award of \$45,000.00. Please refer to the attached agreement. (The changes are highlighted in yellow).

ALTERNATIVES:

The Governing Body may:

1. Approve the updated DDF application as presented.
2. Approve the updated DDF application with changes.
3. Not approve the updated DDF application.

RECOMMENDATION:

Staff recommends alternative number 1.

FISCAL NOTE:

No cost is associated to the budget.

ATTACHMENTS:

Description	Upload Date	Type
DDF Application	8/29/2017	Backup Material

DOWNTOWN DEVELOPMENT FUND AGREEMENT

THIS DOWNTOWN DEVELOPMENT FUND AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__, by and between the CITY OF GARDEN CITY, KANSAS ("City"), a municipal corporation, and _____ ("Recipient").

WHEREAS, City will conditionally award funds to Recipient in conjunction with Recipient's successful completion of the APPLICATION FOR DOWNTOWN DEVELOPMENT FUND ("Application") (a copy of which is attached hereto and incorporated herein), which was approved by the Governing Body of the City under date of _____ [Insert Date]; and

WHEREAS, it is the desire of City and Recipient to memorialize the expectations and procedures concerning Recipient's conditional award of funds from the City.

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

1. PREMISES. As delineated in its Application, Recipient has been conditionally granted an award of funds in the amount of \$_____ [Insert Dollar Amount] for repairs to his/her/its property located at the commonly known and numbered address of _____ [Insert Address], legally described as follows:

[INSERT LEGAL DESCRIPTION HERE]

The above described property shall hereinafter be referred to as the "Premises".

2. CONDITIONAL AWARD OF FUNDS. In conjunction with his/her/its successful Application, Recipient agrees and acknowledges that prior to City making any award of funds, Recipient shall:

- a. Initiate the repairs, improvements and/or additions delineated in his/her/its Application within **180 days of the date of the of the City's approval of the Application** ("Initiation Period"), said Initiation Period concluding on _____ [Insert Date 180 Days from Approval];
- b. Allow City staff to perform periodic inspections to the Premises during the period of time within which the repairs are being undertaken in order to monitor progress (said periodic inspections are to monitor progress related to Recipient's compliance with the Application, and are in no way intended to replace or supersede any inspection requirements of Recipient under existing City building and zoning codes);
- c. Submit invoices to City staff in a manner and form sufficient for their review, substantiating the completion of the repairs and/or improvements as delineated in the Application, said improvements to be no less than **90% of the total costs projected therein (i.e. cost estimates)** (included in these invoices should be any professional fees referenced in the Application);

i. If the final actual cost of the improvements is less than 90% of the total costs projected in the Application, the award of funds set forth in Paragraph 1 shall be proportionately reduced by the percentage difference between 90% and the actual cost percentage.

- d. Provide proof that Recipient is in compliance with property tax assessments regarding the Premises; and
- e. Allow City staff the opportunity to complete a final inspection of the Premises, wherein a determination shall be made as to whether or not the repairs, improvements and/or additions have been completed in conformance with:

- i. The proposed improvements to the Premises as enumerated in the Application;

- ii. The conditions described in this Agreement; and

- iii. The Code of Ordinances for the City of Garden City, Kansas, as well as all other relevant and enforceable building and zoning codes within the City.

3. TIMEFRAME FOR AWARD OF FUNDS. Upon Recipient satisfying the obligations and expectations enumerated above at Paragraph 2, City shall award the funds to Recipient in no less than thirty (30) days from the date of City's completion of the final inspection and approval of the Recipient's repairs, improvements and/or additions. City shall make the funds available to Recipient via a mutually agreeable method of payment consisting of either check or wire transfer.

4. TAX IMPLICATIONS OF AWARD OF FUNDS. Recipient acknowledges that any award of funds from the City shall be considered a local government grant. As such, the federal and state tax impact and consequences of the award of funds shall be borne solely by the Recipient. In executing this Agreement, Recipient acknowledges that they are on notice to the existence of potential tax consequences from their award of funds.

5. DEFAULT. This Agreement is made upon the express expectation that Recipient shall comply with all conditions enumerated in Paragraph 2 above. Should Recipient fail to comply with the conditions enumerated in paragraph 2 or any other provision herein for a period of ten (10) days after Recipient's receipt of written notice from City, wherein Recipient's failure(s) to comply with this Agreement are delineated, City may lawfully declare the termination of this Agreement. Upon City declaring the termination of this Agreement, Recipient shall, among other things, no longer be entitled to the award of funds delineated in the Application and this Agreement.

6. NOTICES. Except as otherwise specifically set forth in this Agreement, any notice required by the terms hereof shall be given in writing at the address set forth below by any of the following means: personal service, electronic communication, whether by facsimile or email, national recognized courier service, or registered or certified United States mail, postage prepaid, return receipt requested, as follows:

If to City: Matthew C. Allen, City Manager
301 North 8th Street
P.O. Box 899
Garden City Kansas 67846
Fax: 620-276-1169
Email: Matt.Allen@gardencityks.us

If to Recipient: [Insert Recipient's Name (if an entity, enter name of entity)]
[Followed by c/o and contact person's name and information]
[Insert Address]
[Insert Fax No.; if applicable]
[Insert Email Address]

7. NO AGENCY/PARTNERSHIP. It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or any other business relationship between City and Recipient.

8. FORCE MAJEURE. Any unforeseeable and unavoidable occurrence beyond the reasonable control of a party that prevents a party from fully performing its obligations hereunder, including, without limitation, acts of God, criminal acts, acts of war, explosions, epidemics, civil disturbances, labor problems, loss or malfunction of utilities, computer or communications services, or unforeseeable and unavoidable governmental actions by a governmental authority shall relieve the parties from compliance with this Agreement. Should such an event occur, the parties may, by mutual agreement, consent to an extension of the Initiation Period.

9. NONAPPROPRIATION OF FUNDS. In the event sufficient funds shall not be appropriated by the City for the award of funds required under the terms and conditions of this Agreement, the City may terminate this Agreement pursuant to the notice requirement set forth above at Paragraph 6. This Agreement is subject to the terms and provisions of the Cash Basis Law, K.S.A. 10-1101 *et seq.*, and the Kansas Budget Law, K.S.A. 79-2925 *et seq.*

10. GENERAL COVENANTS.

- a. This Agreement incorporates all the obligations, agreements and understandings of City and _____ [Insert Recipient] and there are no oral agreements or understandings between City and _____ [Insert Recipient] concerning the purpose covered by this Agreement.
- b. This Agreement may be amended, changed or modified, only upon the written consent of both City and _____ [Insert Recipient].
- c. This Agreement shall be binding upon and inure to the benefit of parties hereto, and their permitted successors, assigns and personal representatives.
- d. This Agreement shall be construed in accordance with the laws of the state of Kansas.
- e. The headings of the paragraphs of this Agreement are for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of any provisions of this Agreement.
- f. In the event either party to this Agreement seeks legal enforcement or interpretation of this Agreement, and as often as, the prevailing party shall be entitled to reimbursement for its incurred costs, including, but not limited to, attorneys' fees, filing fees and other related court costs.
- g. If any part of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining portions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed by City and _____ [Insert Recipient]
effective the day and year first above written.

CITY OF GARDEN CITY, KANSAS

Date

By: _____
Matthew C. Allen, City Manager

RECIPIENT
[INSERT ENTITY NAME, IF APPLICABLE]

Date

By: _____
[Insert Individual's Name or Authorized
Representative of Entity]



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Sam Curran, Public Works Director
DATE: September 19, 2017
RE: Traffic Advisory Board Recommendation - Main Street Paving Markings

ISSUE:

The Governing Body is asked to consider and approve the Traffic Advisory Board recommendation from their September 5, 2017 meeting to change the pavement markings on north Main Street to three lanes with a center turning lane from Kansas Avenue to Mary Street.

BACKGROUND:

The City has received concerns about the pavement markings on north Main Street from Kansas Avenue to Mary Street. The public has stated their confusion of having the white pavement markings showing through and the motorist still driving like it's a four lane road.

After some discussion, the Traffic Advisory Board would like to see the pavement markings on north Main Street look similar to the pavement markings on south Main Street in the downtown area. This would allow expansion for bike lanes in the future and handle left turns in a safer manner.

ALTERNATIVES:

1. Repaint the pavement markings for two lanes.
2. Repaint the pavement markings for three lanes.
3. Maintain the pavement markings for four lanes.

RECOMMENDATION:

The Traffic Advisory Board recommends Alternative 2: Repaint the pavement markings for three lanes.

FISCAL NOTE:

Special Trafficway GL code #032-21-211-5530.07.

Sealing costs - \$31,000.00, painting costs (three lanes) \$800.00



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Sam Curran, Public Works Director
DATE: September 19, 2017
RE: Traffic Advisory Board Recommendation - 30 Minute Parking Signs

ISSUE:

The Governing Body is asked to consider and approve the Traffic Advisory Board recommendation from their September 5, 2017 meeting to install 30 minute parking signs for the business at 112 N. Main Street.

BACKGROUND:

The Traffic Advisory Board agrees with the request from L & L Floor Covering, Inc. located at 112 N. Main Street. The business owner felt there is a need to create temporary parking spaces in front of their store on Main Street for short term walk-in customers. Customers who use the two new businesses to the north of L & L Floor Covering, Inc. occupied the spaces for longer periods of time not allowing parking spaces for other customers.

The health clinic on the west side of Main Street created a similar situation and temporary parking spaces were approved to resolve the issue. Staff has included a drawing of the proposed sign locations for the Governing Body's review. Currently, there are nine parking spaces; L & L Floor Covering, Inc. is requesting two temporary parking spaces.

ALTERNATIVES:

1. Approve the installation of the 30 Minute Parking signs.
2. Governing Body providing direction.
3. Deny request.

RECOMMENDATION:

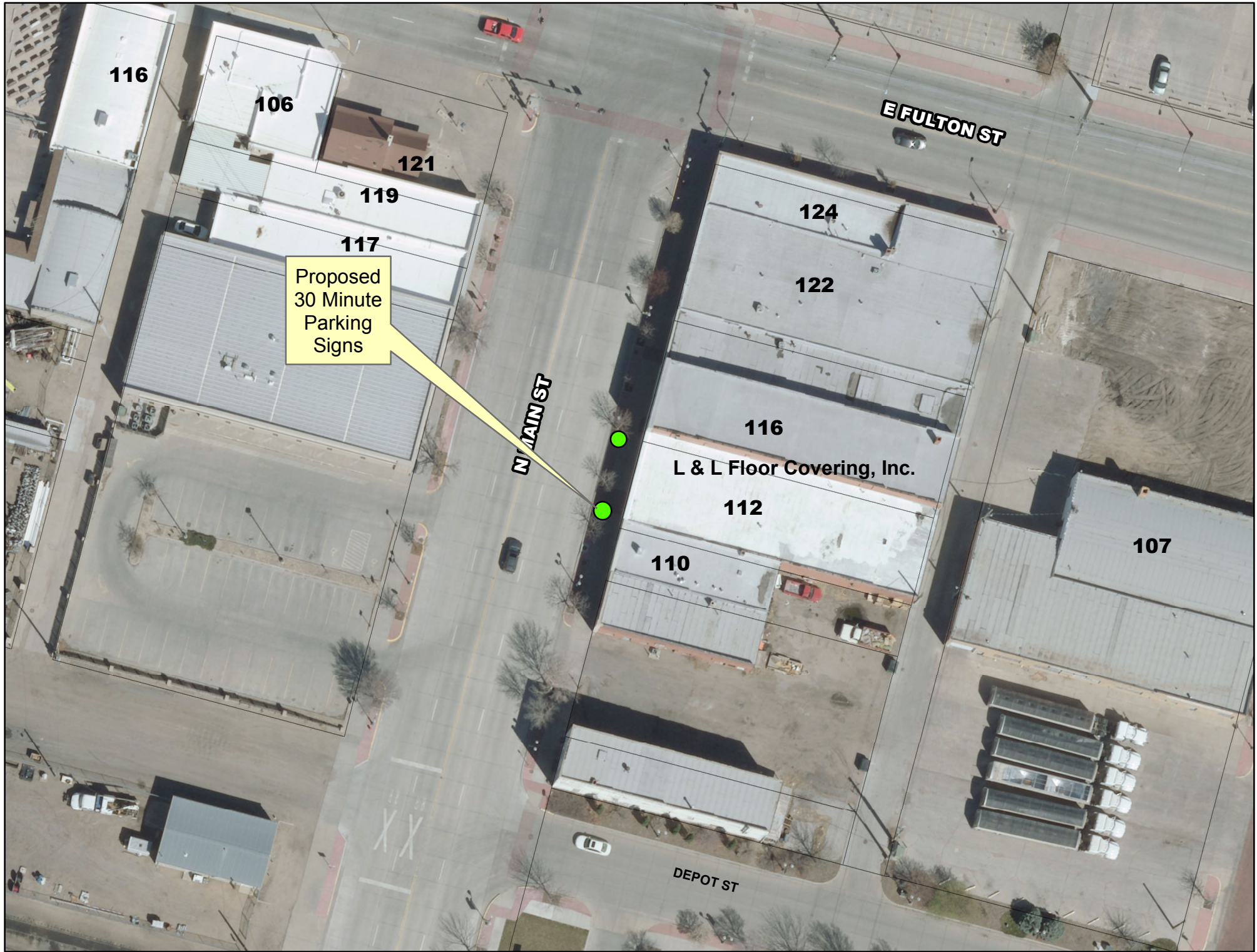
The Traffic Advisory Board recommends Alternative 1: Approve the installation of the 30 Minute Parking signs.

FISCAL NOTE:

30 Minute Parking signs/posts - \$290, GL code 032-21-212-5565.09; material in current inventory.

ATTACHMENTS:

Description	Upload Date	Type
30 Minutes Parking Signs	9/13/2017	Backup Material



116

106

121

119

117

Proposed
30 Minute
Parking
Signs

N MAIN ST

E FULTON ST

124

122

116

L & L Floor Covering, Inc.

112

110

107

DEPOT ST



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Sam Curran, Public Works Director
DATE: September 19, 2017
RE: Traffic Advisory Board Recommendation - Push Button Pedestrian Warning Light

ISSUE:

The Governing Body is asked to consider and approve the Traffic Advisory Board recommendation from their September 5, 2017 meeting for the installation of a Push Button Pedestrian Warning Light for Charles O. Stones Intermediate Center crosswalk on Jennie Barker Road.

BACKGROUND:

The Traffic Advisory Board agrees with the request from School District for the installation of a Push Button Pedestrian Warning light for Charles O. Stones Intermediate Center at the crosswalk on Jennie Barker Road. This type of warning system is designed to bring attention to the motorists that pedestrians are present at the crosswalk and they need to stop which is a state law. The Board also feels there should be adult supervision present at this location during the hours the crosswalk is being used by students.

The School District agreed to reimburse the City the material cost of the proposed warning system.

Staff has included a drawing of the proposed locations of the flashing lights for the Governing Body's review.

ALTERNATIVES:

1. Approve the installation of the warning system with reimbursement of material costs from the School District.
2. Approve the installation of the warning system with the City paying the costs.
3. Governing Body providing direction.
4. Deny request.

RECOMMENDATION:

The Traffic Advisory Board recommends Alternative 1: Approve the installation of the warning system with reimbursement of material costs from the School District.

FISCAL NOTE:

Push Button Pedestrian Warning System - \$5,900, GL code #032-21-212-5347.10.

ATTACHMENTS:

Description

Upload Date Type





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: September 19, 2017
RE: Facility Use Agreement renewal between Fullscope Training, LLC and Garden City Police Department.

ISSUE:

The Governing Body is asked to consider and approve renewal of the the Facility Use Agreement between Fullscope Training, LLC and the City of Garden City.

BACKGROUND:

Fullscope Training, LLC has a need for a classroom and firearm range to conduct courses approved by the National Rifle Association. The City of Garden City would like to extend the use of the Garden City Police Department's LEC training room and firearm range to facilitate such courses.

If approved, the proposed Facility Use Agreement would be in effect for twelve calendar months, but may not be used more than eight times during the term of this agreement.

Fullscope Training, LLC agrees to carry General Liability Insurance within the limits stated in the Facility Use Agreement renewal.

ALTERNATIVES:

1. Approve the attached agreement.
2. Reject the attached agreement.

RECOMMENDATION:

Staff recommends the Governing Body approve the attached agreement between Fullscope Training, LLC and the City of Garden City.

FISCAL NOTE:

Fullscope Training, LLC agrees to pay the sum of One Hundred Dollars (\$100) for each day the premises are used. Rental proceeds will be deposited into fund #001-11-000-3440.02, Rental-City Facilities.

ATTACHMENTS:

Description	Upload Date	Type
Facility Use Agreement	8/24/2017	Backup Material

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (Agreement), made and entered into the ____ day of September, 2017, by and between the CITY OF GARDEN CITY, KANSAS (City), and FULLSCOPE TRAINING, LLC (Fullscope).

RECITALS

WHEREAS, City, through the Garden City Police Department (GCPD) occupies space in the Finney County Law Enforcement Center (LEC), 304 North Ninth Street, Garden City, Kansas; and

WHEREAS, City owns an indoor firearm range (firearm range) at 114 Isabel Avenue, Garden City, Kansas; and

WHEREAS, Fullscope provides concealed carry training, including but not limited to the Kansas Concealed Carry Course and additional courses approved by the National Rifle Association (concealed carry education) and it has a need to use a classroom in the LEC and the firearm range for its concealed carry education and firearm training; and

WHEREAS, City and Fullscope wish to enter into this Agreement to allow Fullscope to use a GCPD training room in the LEC and the firearm range.

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

1. **PREMISES.** City grants to Fullscope the use of the GCPD training room (training room) on the main floor of the LEC, and the firearm range, collectively referred to as Premises. The training room shall be used for concealed carry education, and the firearm range shall be used for firearm training. Dates and times of use shall be coordinated and scheduled by Fullscope with the GCPD Chief of Police, or his designee. GCPD shall at all times have priority over use of the Premises. Fullscope may not use the Premises more than eight (8) times during the term of this Agreement.

2. **TERM.** The term of this Agreement shall be for a period of one (1) year, beginning October 1, 2017, and ending September 30, 2018. The term of this Agreement shall not renew unless the parties mutually agree in writing, to extend the term.

3. **USE FEE.** Fullscope shall pay to City, the sum of One Hundred Dollars (\$100) for each day the Premises are used (8 to 10 hours). The payment shall be made to the Garden City Police Department, 304 North 9th Street, Garden City, Kansas 67846, prior to each use.

4. **DAMAGE TO PREMISES.** Fullscope shall be responsible for any and all damage to the Premises that might occur during its use of the Premises.

5. **UTILITIES/CUSTODIAL SERVICES.** City shall be responsible for all utility costs. City shall provide all required custodial services.

6. **MAINTENANCE.** Fullscope shall be responsible for any repair and maintenance to the Premises caused by the acts or omissions of Fullscope employees, students, agents, or invitees. City shall be responsible for all structural maintenance or repairs not otherwise caused by the acts or omissions of Fullscope employees, students, agents, or invitees.

7. **INSURANCE.** City agrees to keep the Premises insured against loss or damage by fire or other casualties, although Fullscope shall not be named as a loss payee or insured. Fullscope shall be responsible for and maintain general liability insurance, in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate limit, proof of which may be requested by City.

8. **INDEMNIFICATION.** Fullscope agrees to indemnify City against, and to hold City harmless from, any and all claims or demands for acts, omissions, or negligence of Fullscope employees, students, agents or invitees while in, upon, or about the Premises, during the term of this Agreement, or any extension or renewal thereof.

9. **STANDARD OF CARE.** Fullscope agrees to follow any and all rules, regulations and policies for use of the Premises, and to conduct the concealed carry training in a safe manner, consistent with the generally recognized standards applicable to firearm handling and firing.

10. **ALTERATIONS.** Fullscope shall not make any alterations to the Premises.

11. **DEFAULT.** This Agreement is made upon the express condition that if Fullscope fails or neglects to perform or observe any of Fullscope's obligations hereunder and such failure and neglect shall continue for thirty (30) days after written notice to Fullscope from City, City at any time thereafter, by written notice to Fullscope, may lawfully declare the termination hereof, and further, City shall be entitled to pursue all available legal remedies.

12. **TERMINATION.** This Agreement may be terminated by City, at any time, for any reason, with thirty (30) days written notice to Fullscope.

13. **GENERAL COVENANTS.**

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

If to City: Chief of Police
Garden City Police Department
304 North 9th Street
Garden City, Kansas 67846

If to Fullscope: Ben Weeks
Fullscope Training LLC
1204 Parkwood Lane
Garden City, Kansas 67846

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

- (b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the property or any subject covered by this Agreement.

- (c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, and personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have executed this Facility Use Agreement as of the day and year first above written.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Melvin L. Dale, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

FULLSCOPE TRAINING LLC

Date

By _____
Ben Weeks
Title: _____

APPROVED:

GARDEN CITY POLICE DEPARTMENT

Date

By _____
Name: _____
Title: _____



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Court and Defendant Coordinator
DATE: September 19, 2017
RE: Municipal Court Scanning Project

ISSUE:

The Governing Body is asked to consider and approve the scanning project agreement between the City of Garden City and Docufree.

BACKGROUND:

On June 20, 2017 at the regularly scheduled City Commission Meeting, the Governing Body approved a budgeted amount of \$104,000 to complete a scanning project for the Municipal Court. This project will convert all court records from their current paper form to an electronic format. The project will begin immediately upon approval and will be completed by the end of 2017. Attached is the scanning project agreement between the City of Garden City and Docufree.

City Attorney Cunningham has been involved in negotiating the language in the agreement and the attached document reflects his changes.

ALTERNATIVES:

1. Approve the attached scanning project agreement.
2. Deny the attached scanning project agreement.

RECOMMENDATION:

Staff recommends the Governing Body approve the scanning project agreement between the City of Garden City and Docufree.

FISCAL NOTE:

The Governing Body has approved a budgeted amount of \$104,000 for this project and the total cost of the project shall not exceed \$104,000. This amount is included in the 2017 budget under the GL Code 001-115-5237.01.

ATTACHMENTS:

Description	Upload Date	Type
Docufree Scanning Agreement	9/1/2017	Backup Material

docufree®

Your Path to Paperless



Prepared for:



Presented by:

Mike Matton

P2P Manager

C (770) 313-2230

P (770) 643-2900 x1145

E mmatton@docufree.com

Docufree Corporation | Main (770) 643-2900 | Sales (877) 362-3569 | Fax (888) 267-4223 | www.docufree.com

Who We Are

Docufree provides the most comprehensive suite of document management solutions that make paperless possible. Over 1,600 organizations rely on our document scanning, secure document cloud, and digital mailroom services to get rid of their boxes, fire their file cabinet, and stop paper at the source for good so they can maximize efficiencies, reduce costs, and increase overall compliance.

Trusted by Over 1,600 Organizations Nationwide



"Docufree does everything they say they are going to do. They stay in touch. They deliver on time. What more can you ask for?"

Stuart Ehrlich
CBC National Bank



"Everyone has something to love with our Docufree scanning services. The CFO, the CIO, the stores. And, of course, the workflow improvements for me."

Alison Hamilton
PGA Superstore



"Online visibility was huge. Showing our client the progress of the project while seeing what the end result would look like really made a difference for us."

Richard Gringas
SSAI

Our Security

We work diligently to maintain the greatest level of security possible and accept total accountability for the chain of custody—from the time a document enters our conversion center until your staff or systems accesses it programmatically.



High-Volume 24/7 Production Facility

- ✓ Enterprise class scanners
- ✓ 100+ million images scanned per year
- ✓ Secure warehouse
- ✓ Certified and screened professionals

Security Access & Control

- ✓ Biometric readers, cameras and video monitors
- ✓ 24 hour on-site monitoring and support
- ✓ SSAE 16 SOC 2 Type II audited facility
- ✓ Certified PCI DSS and HIPAA compliant

Disaster Recovery

- ✓ Redundant internet, power and cooling
- ✓ UPS and back-up data center generator
- ✓ Geo redundant production and data centers

Docufree Document Cloud

- ✓ AES 256 bit encryption
- ✓ UTM appliances for intrusion detection
- ✓ Documents encrypted at rest

Your Project Goals

Current Situation

We have 200 double boxes (24" = 320 standard sized boxes) of arrest records. We average 270 files per box (54,000 total records). In addition we have 300 boxes of arrest records in standard sized boxes (15") with an average of 125 folders in each box (37,500 total records). Some of the documents are challenging and we would need the documents indexed using the citation number.

SaaS Solution

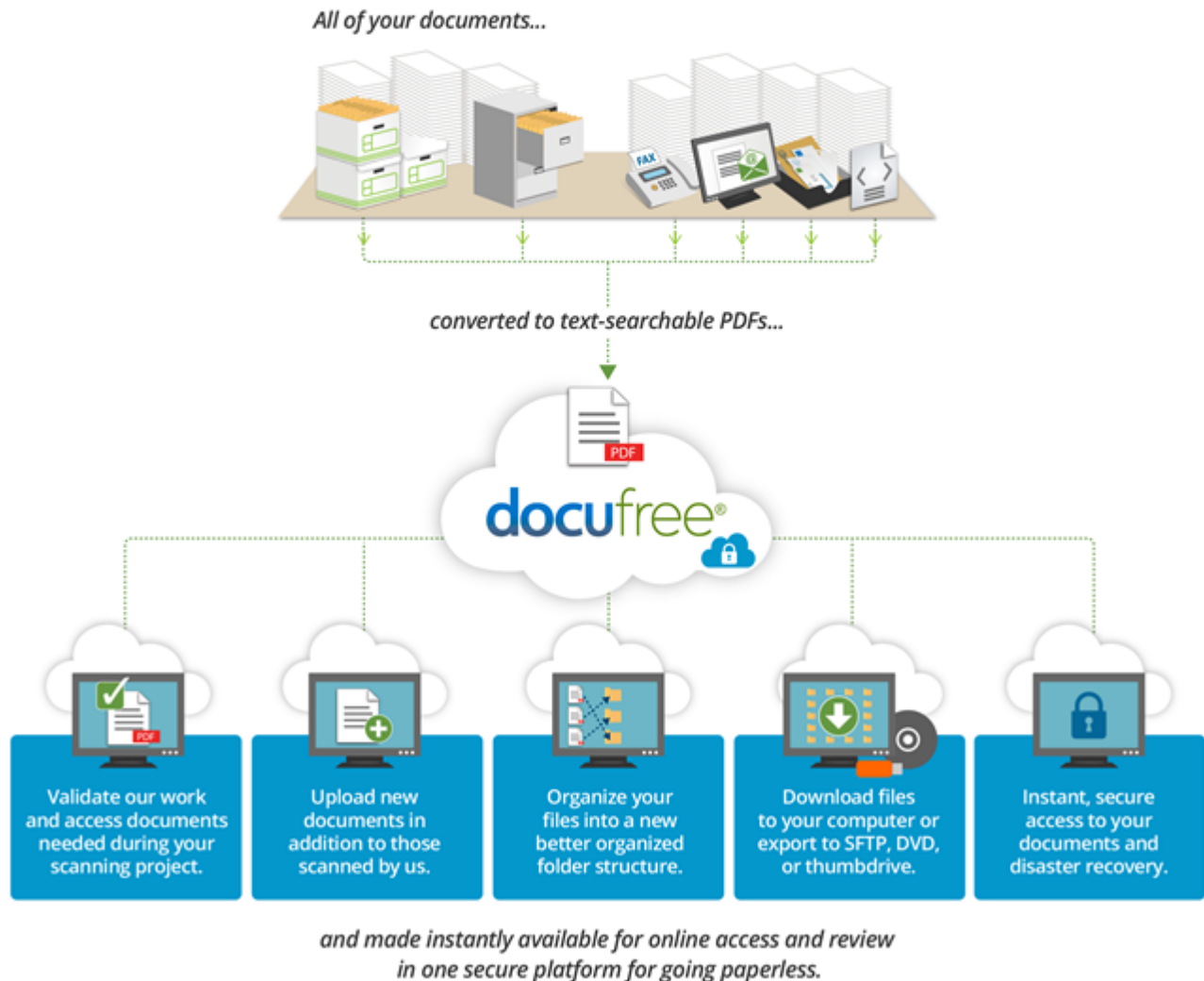
Provide a software solution to manage files during the scanning process. This same application can be used to provide a mechanism to collect and manage documents moving forward. **THE GOAL: Get you out of the scanning business and keep Iron Mountain from becoming a permanent partner.**

Description	Units	Unit of Measurement
Total Boxes	620	Boxes
Box Size	15	Inches
Total Inches of Scanning	9300	Inches
Estimated Total Images Per Inch of Filing	200	Per Inch
Estimated Total Sheets of Paper	1,860,000	Sheets
Estimated Images (10% double Sided)	2,046,000	Total Images
Estimated Size of 1 Image	50	KB
Estimated KB	102,300,000	KB
Estimated GB	97.56	GB

Approximately 2,046,000 images.
Includes up to 91,500 files.

Docufree's Platform for Scanning

All the scanning services, software, and support you need to complete your scanning project. Plus, the tools to eliminate the need for scanning in the future.



Statement of Work

Your Scanning Solution

Document Scanning Includes

Scanning Project Includes:

- Up to 620 Empty Boxes 10" X12" X 15" boxes to pack up your files.
- (300-15" Boxes and 200-24" Boxes)
- Pick up and transportation of boxes to our secure scan center.
- Document preparation (removal of staples, paper clips, etc.).
- Conversion of paper documents into 300 DPI B&W text searchable PDF
- 300 15" Boxes: Indexing: (Case Files) –Case #
 - Includes up to 100 files per Box (Overage Fee \$.15 per File)
 - Index using 50 first characters read top to bottom left to right.
- 200 24" Boxes : Document Level Indexing – (Citations) Citation Number
Average 270 Files per Box (Overage Fee \$.15 per File)
- HIPAA / AICPA SOC II / PCI / DSS audited process .
- Export images into Docufree Document Cloud for client review and download.
- Provide an image file via disc / thumb drive/
- Documents to be shredded upon client approval within the 60 day retention period.

Docufree QC Application Includes

Get Total Visibility Into Your Scanning Project Via Docufree's QC Application

- Perform quality control and review documents online to validate the quality of our work.
- Documents needed during your scanning project are uploaded or delivered via secure email to your site.
- Provides 12 months of instant, secure backup of your scanned files. Download as often as you want!
- One login ID, includes secure email and audit trails.

Docufree Pricing Options

☐ Pricing

quote is valid for projects started within thirty (30) days of Sept 30, 2017

Project Fee

Description	Price	Qty
<i>optional</i> <input type="checkbox"/> Document Conversion (12 Month Interest Free)	\$104,000.00 / Cash	1
Includes all the services listed on the "Your Scanning Solution" page.		
<i>optional</i> <input type="checkbox"/> 12 Monthly Payments	\$8,667.00 / Month	1
Have your project completed today and spread your payments out over time. *Monthly billing option is subject to credit approval and client execution of financing agreement.		
<i>optional</i> <input type="checkbox"/> Document Conversion (24" Box Rate)	\$267.20 / Flat Fee	1
Includes all the services listed on the "Your Scanning Solution" page.		
<i>optional</i> <input type="checkbox"/> Document Conversion (Standard Box Rate)	\$168.65 / Flat Fee	1
Includes all the services listed on the "Your Scanning Solution" page.		

Monthly Billing Option

Description	Price	Qty
<i>optional</i> <input type="checkbox"/> 24 Monthly Payments	\$4,777.00 / Month	1
Have your project completed today and spread your payments out over time. *Monthly billing option is subject to credit approval and client execution of financing agreement.		
<i>optional</i> <input type="checkbox"/> 36 Monthly Payments	\$3,262.00 / Month	1
Have your project completed today and spread your payments out over time. *Monthly billing option is subject to credit approval and client execution of financing agreement.		

Signed by:

Garden City Kansas

Date

Schedule A - Statement of Service

1. **Payment Terms:** Cash option requires full payment due upon receipt of invoice. Any additional charges and/or applicable overages will be billed monthly as incurred. All pricing is exclusive of any applicable taxes. As reflected in the Docufree Pricing Options worksheet on the immediately preceding page, the initial fee for services is \$104,000.
2. **Boxes:** Docufree will provide standard size file boxes (10"x12"x15") to Client. Client is responsible for packing, taping and labeling the boxes. Docufree will provide pick-up of packed boxes from Client location and delivery back to Docufree facilities.
3. **Document Scanning:** Scan-able documents will be scanned at their native size in duplex mode to ensure that the front and back of all documents will be captured. An image is defined as each side of a sheet of paper. Blank page dropout will be applied to documents with a threshold setting of 500 bits/page. Scanned pages will be delivered as text searchable (OCR) black and white .PDF files at 300 DPI unless otherwise noted in Client's selected Docufree package. For shipments up to 40 boxes, Docufree will provide standard turnaround of documents within 30 days of receipt.
4. **File Folder Naming:** The document contents of each file folder will be scanned and converted into one (1) text-searchable .PDF file and named according to the first 50 characters found on the file folder tab unless otherwise noted in your agreement. Optional custom naming or indexing of documents is subject to an overage rate as listed below.
5. **Image Review & Document Destruction or Return:** All scanned documents will be uploaded directly into the Client's Docufree Document Cloud account. Client will have thirty (30) days to inspect document images and authorize destruction and /or return of boxes and original paper content. Failure by Client to authorize destruction of boxes prior to the end of the Image Review Period will result in a charge to the Client of \$2.00 per box for monthly storage until such authorization is provided by Client.
6. **Digital Mail Services:** Each fax number, P.O. Box and email address will be provisioned and established upon Client request. Digital mail standard conversion schedule is up to 5 business days for mail received up to 120% of the client's 90 day average. For courier mail, deliveries will be received Monday through Friday 9:00 A.M. to 4:00 P.M. ET. Client is responsible for all fees associated with postal and courier mail deliveries.
7. **Overage Charges:** Document scanning overage charges will be billed to the Client for items such as wide format documents that are larger than 11" x 17", any documents that require custom naming or indexing as specified by Client, x-rays and any document that requires hand placement on scanner. Docufree will capture x-rays at a non-diagnostic quality. A hand placement includes but is not limited to non auto-feedable items such as receipts, folders, envelopes, 3D objects. A hand placement will not have searchable or OCR functions. Document cloud and digital mailroom overage charges can occur and will be billed to Client when the usage amount exceeds the included allowance indicated in the Client's selected Docufree package.

Overages & Additional Services	Quantity	Rate Per Item
Document Scanning		
Hand Placements Over 25 Per Box	Per Image	\$0.15
Wide Format - Documents Larger than 11" x 17"	Per Image	\$1.40
Non Diagnostic X-Ray Scan	Per Image	\$0.35
Professional Output - Color Scans, Bookmarks or Document Splits	Per Box	\$25.00
Custom Naming or Indexing over 250 Indexes	Per Box	\$25.00
Boxes with Over 100 Folders	Per Folder	\$0.15
Unassembled Paper Originals (Not Placed Back in Folders) Returned to Client	Per Box	\$35.00
Documents Reassembled (Placed Back in Folders) & Returned to Client	Per Box	\$65.00
Monthly On-Site Box Storage	Per Box	\$2.00
Docufree Cloud Platform		
Docufree Professional Subscription	Per Month	\$200.00
Docufree Corporate Subscription	Per Month	\$500.00
Docufree Enterprise Subscription	Per Month	\$1,200.00
Document Cloud User Annual Fee	Per User	\$120.00
Document Cloud Pages	Per Page	\$0.01
Digital Mailroom		
Digital Mailroom Pages	Per Page	\$0.10
Digital Mailroom Indexes	Per Index	\$0.05
Other		
Professional Services (Workflow, Additional Training, Custom Site Setup, etc.)	Per Hour	\$125.00
Advanced Professional Services (Web Services, Integration, etc.)	Per Hour	\$200.00

Client acknowledges and understands that changes to this order must be in writing and may result in a new Effective Date and additional charges. Client acknowledges that Docufree Statement of Work processing does not start until Docufree receives Client's completed and signed order.

This MASTER SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Docufree Corporation, a Georgia corporation with a notice address of 1175 Northmeadow Parkway, Suite 140, Roswell, GA 30076 ("Docufree") and the City of Garden City, Kansas with a notice address of P.O. Box 998, Garden City, Kansas 67846 ("Client").

1. DEFINITIONS.

As used in this Agreement and in addition to any other terms defined herein, the following defined terms will have the following meanings:

1.1. "Docufree Platform" means the Internet-based transactional application and database services provided by Docufree that are accessible to Client via a Web browser through the Internet for managing business processes and information.

1.2. "Initial Term" means the initial twelve (12) month term commencing on the later of the Effective Date or the date that Client is first granted access to the Docufree Platform.

2. SERVICES.

2.1. Docufree will provide to Client the following services, to the extent, and only to the extent, set forth on mutually agreed Statements of Service (each, a "Statement of Service" or "SOS") and/or Statements of Work (each, a "Statement of Work" or "SOW"), according to the terms of this Agreement: (i) access to the Docufree Platform ("Platform Services"); (ii) implementation of the Docufree Platform by integrating Client's internal information systems with the Docufree Platform ("Implementation Services"); (iii) consulting and software integration services ("Consulting Services"); (iv) Client care and support services ("Support Services"); (v) outsourced business processing services ("BPO Services"); and (vi) scanning and other projects ("Project Services"). The initial Statement of Service is attached as Schedule A (the "Initial SOS"). Each SOS and SOW will include a description of each Service, the fee corresponding to each Service, and indicate whether the fee is recurring or nonrecurring.

2.2. In connection with Docufree performing the Services or otherwise, Docufree may develop modifications to the Docufree Platform and/or new software programs (collectively, the "Developed Software"). Client waives any and all proprietary right or interest in any requested changes, modifications, suggestions, or comments communicated by Client to Docufree and assigns to Docufree any and all rights therein. Docufree reserves all rights in the Developed Software, including, but not limited to, all intellectual property rights therein. Docufree hereby grants to Client a non-exclusive, non-

transferable, fully paid up license to use the Developed Software solely for use with the Docufree Platform and subject to the access limitations in Section 3.

3. ACCESS TO THE DOCUFREE PLATFORM.

3.1. Subject to the terms, conditions and limitations set forth in this Agreement, Docufree grants Client a limited, nonexclusive and world-wide license to access and use the Docufree Platform during the term of this Agreement via a Web browser over the Internet for the sole purpose of managing Client's information.

3.2. Client will not remove any proprietary notices of Docufree or third parties found in or on the Docufree Platform. Client shall not, and shall not allow third parties, to attempt to copy, modify, disassemble, or reverse engineer the Docufree Platform. The Docufree Platform in object code and source code form, and all rights in the Docufree Platform, including but not limited to all intellectual property rights therein, are and will remain the exclusive property of Docufree. Client will have no claim of ownership or any intellectual property rights in the Docufree Platform. No rights other than those specifically stated herein are granted to Client, and Client will have no right to permit third-party access to the Docufree Platform.

4. PAYMENTS.

4.1. For the Services provided under this Agreement, Client will pay to Docufree the fees in the amount and manner set forth in the applicable SOS or SOW. All fees and expenses incurred by Docufree in the performance of the Services will be billed to Client in arrears on a monthly basis unless stated otherwise in the applicable SOS or SOW, in which case the terms of the applicable SOS or SOW will control. Docufree may adjust the rates and charges applicable during the following Renewal Term upon at least ninety (90) days prior written notice. All fees paid and expenses reimbursed under this Agreement will be in U.S. dollars.

4.2. The invoiced amount of Fees payable to Docufree under this Agreement will be paid by Client to Docufree within fifteen (15) days after Client's receipt of an invoice from Docufree.

4.3. Docufree may assess Client a late fee of 1½% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. Client agrees to pay any and all costs incurred in the collection of charges due and payable, including but not limited to reasonable attorneys' fees, whether or not a suit is instituted. Docufree, at its option, may suspend the Services, in whole or in part, if Docufree does not receive an amount due and owing under this Agreement within thirty (30) days after the due date.

4.4. Client will pay, or reimburse Docufree for, any out-of-pocket expenses, including, without limitation, travel and travel related expenses, incurred by Docufree at the request of and with the approval of Client in connection with the performance of this Agreement. Reasonable and customary expenses incurred by Docufree, including without limitation expenses incurred for travel, local transportation, lodging and meals, will be billed to Client at Docufree's actual cost.

5. TAXES.

Client will pay all sales, use, transfer, privilege, excise, charges, surcharges or other taxes, and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby (collectively, the "Taxes"); excluding, however, income taxes on profits which may be levied against Docufree. In addition to the fees specified in the applicable Statement of Service, the amount of any Taxes applicable to the transactions contemplated hereby will be paid by Client, or in lieu thereof, Client will provide Docufree with a tax exemption certificate acceptable to the applicable taxing authorities.

6. USE OF CLIENT'S DATA.

Client's information is proprietary to Client and Docufree will not use for itself nor disclose to any third party any information that is identifiable to Client or to employees of Client without the express written consent of Client. Client shall permit Docufree to use data obtained from Client and others to prepare statistical analyses, provided that Docufree will not collect information identifiable to any person or specific Client.

7. UPTIME COMMITMENT.

7.1. The Docufree Platform will be made available to Client twenty-four hours a day, seven days a week less (i) scheduled platform, hardware or service maintenance; (ii) downtime resulting from the acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to the Docufree Platform by means of Client's passwords or equipment; (iii) a failure of the Internet and/or the public switched telephone Platform; or (iv) the occurrence of any event that is beyond Docufree's reasonable control (collectively, "Excusable Downtime"). Docufree guarantees that the Docufree Platform will be available to Client at least 98% of the time during each month, excluding Excusable Downtime ("Uptime Commitment"); provided that Client satisfies the hardware and communication requirements set forth in Docufree Platform documentation.

7.2. If Docufree fails to satisfy the Uptime Commitment during a month, then upon client request Docufree will credit to Client a pro-rated portion of the recurring fees set forth in the Initial SOS in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section 5.2, "pro-rated portion of the recurring fee" means the product obtained by multiplying the applicable recurring fee during the month of the failure by a fraction, the numerator of which will be the number of hours that the Docufree Platform did not satisfy the Uptime Commitment (i.e., the excess of actual downtime over Excusable Downtime in the applicable month), and the denominator of which will be the total number of hours of the Uptime Commitment during the month that such failure occurred. The foregoing refund will be Client's sole and exclusive remedy for Docufree's failure to comply with the Uptime Commitment in this Section.

8. WARRANTIES AND INDEMNIFICATION.

8.1. Client represents and warrants (i) that it either owns or has the right to authorize the reproduction of any hardcopy or electronic records provided to Docufree and (ii) the documents, materials or other records provided to Docufree do not infringe any U.S. copyright, trade secrets or other proprietary rights of any third-party. Client agrees to indemnify and hold harmless Docufree from any and all claims by any third-party that the documents, materials or records provided by Client pursuant to this Agreement infringe upon the third-party's proprietary rights or were otherwise reproduced or processed in an unauthorized manner. Client will indemnify and hold Docufree and its affiliates, officers, directors, employees, agents and representatives harmless from and against all damages, costs, expenses, and liabilities, including without limitation, reasonable attorneys' fees and expenses, from any third party claim of any kind against Docufree arising from Client's negligence or willful misconduct arising in under this Agreement.

8.2. Docufree represents and warrants (i) that it either owns or has the right to grant the access license set forth herein, and (ii) that the Docufree Platform does not infringe any U.S. copyrights, patents, trade secrets, or other proprietary rights (collectively, "IP Rights") of any third party. Docufree will indemnify and hold Client harmless from and against any damages, costs, expenses and liabilities, including reasonable attorneys' fees, from any third party claims against Client arising from the breach of the representations and warranties set forth in this Section 8.2. The indemnification obligations are contingent upon Docufree being promptly notified of such claim, within one hundred eighty (180) days of the

Client becoming aware of an event, having the sole authority to defend or settle such claim, and receiving the reasonable assistance of Client in connection therewith at Docufree's expense. Notwithstanding the foregoing, Docufree will have no indemnification obligation hereunder with respect to claims based on: (i) use of the Docufree Platform except in accordance with this Agreement and Docufree's written instructions; (ii) the combination of the Docufree Platform with any other software or hardware; (iii) modifications of the Docufree Platform not made by Docufree; or (iv) Client's failure to implement changes recommended by Docufree if the infringement would have been avoided in the absence of such combination, modifications or failure to implement recommended changes. If the Docufree Platform is finally determined by a court of competent jurisdiction to constitute an infringement of any IP Rights of a third party and use of the Docufree Platform is enjoined, Docufree will either: (i) procure the right for Client to continue to use the Docufree Platform as contemplated hereunder; or (ii) replace or modify the Docufree Platform with a version thereof that is not infringing. If Docufree determines that none of these alternatives is reasonably available, Client agrees that Docufree may terminate Client's access to the Docufree Platform within five (5) business days after Docufree's written request and this Agreement will then terminate. This Section states the entire liability of Docufree with respect to infringement of any third party IP Rights by the Docufree Platform and Docufree will have no additional liability with respect to any alleged or proven infringement.

8.3. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY INDICATED IN THIS SECTION 8, NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO THE OTHER PARTY WITH RESPECT TO THE DOCUFREE PLATFORM OR THE SERVICES PROVIDED HEREUNDER OR OTHERWISE, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

9. TERM AND TERMINATION.

9.1. The term of this Agreement will automatically renew for additional successive terms of one (1) year (each a "Renewal Term"), unless either party provides written notice to the other party at least thirty (30) days prior to the end of the then current term of its intent not to renew the term of this Agreement. Either party may terminate this Agreement, without cause, after the Initial

Term, upon thirty (30) days advance written notice to the other party.

9.2. In the event that either party hereto materially defaults in the performance of any of its duties or obligations under the Agreement and does not substantially cure such default within thirty (30) days after being given written notice specifying the default, then the non-defaulting party may, by giving written notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination. Termination of this Agreement for cause will terminate all Statements of Service or Statements of Work then in effect.

9.3. Termination of this Agreement by either party pursuant to the provisions of this Section 9 shall terminate each party's obligations under this Agreement except for the provisions of Sections 1, 4, 5, 6, 8, 9.3, and 10 all of which shall survive termination of this Agreement.

9.4. Client may terminate this Agreement during the Initial Term, upon sixty (60) days advance written notice to Docufree, without cause if Client pays Docufree a Cancellation Fee equal to seventy-five (75) percent of the average actual fees charged for the prior four (4) month period, multiplied by the remaining billable months in the Initial Term, Client agrees to pay any Cancellation Fee within fifteen (15) days of any specified early termination event. Client acknowledges that such Cancellation Fee is not a penalty, but is in the nature of liquidated damages, the actual damages being difficult to determine in advance. Payment of the Cancellation Fee is the sole remedy for Client's early termination during the Initial Term. There shall be no Cancellation Fee for any termination of this Agreement during any Renewal Term.

10. LIMITED LIABILITY.

10.1. CLIENT AGREES THAT DOCUFREE AND ITS AFFILIATES' OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, OR REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF GOODWILL, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS RESULTING FROM THE USE OR INABILITY TO USE THE DOCUFREE PLATFORM OR SERVICES, EVEN IF DOCUFREE HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING, AND WHETHER SUCH LIABILITY IS

BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THE LIMITATION SET FORTH IN THIS SUBSECTION 10.1 SHALL NOT APPLY TO DAMAGES OR COSTS CAUSED BY THE NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF DOCUFREE OR TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10.2. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF DOCUFREE AND DOCUFREE'S AFFILIATES FOR ANY DAMAGES INCURRED BY CLIENT EVER EXCEED THREE TIMES THE FEES RECEIVED BY DOCUFREE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE TIME AT WHICH THE DAMAGES AROSE REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

10.3. SHIPPING TERMS ARE FOB SHIPPING POINT. DOCUFREE IS NOT RESPONSIBLE FOR DAMAGES INCURRED IN CONNECTION WITH THE PACKAGING, SHIPMENT OR DELIVERY OF DOCUMENTS, FILES OR BOXES FROM CLIENT LOCATION TO DOCUFREE FACILITIES.

11. NOTICES.

Any notice, approval, request, authorization, direction or other communication under this Agreement, except for billing and payment communication pursuant to section 4, shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested postage and charges pre-paid or any other means of rapid mail delivery for which the receipt is available, to the address of the party set forth at the end of this document.

12. SCHEDULES AND EXHIBITS.

The following Schedule(s) and Exhibit(s) are attached to and made a part of this Agreement by this reference:

Scanning Solution

Scanning Pricing

Schedule A: Statement of Service

13. MISCELLANEOUS.

In the event that either party's performance is delayed, prevented, obstructed or inhibited because of any act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shutdown of facilities, shortage or curtailment, riot,

insurrection, governmental acts or directives, any full or partial failure of any communications or computer Platform or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party. Neither Client nor Docufree shall assign or otherwise transfer all or any or of their rights, obligations or interest under this Agreement without the written consent of the other, which consent shall not be unreasonably withheld, and any attempt to do so shall be void and of no force or effect for any purpose whatsoever and shall constitute a breach of this Agreement. The failure of either party to insist upon the performance of any provision herein or to exercise any right or privilege granted to it hereunder will not be construed as a waiver of such provision or any provisions herein, and the same will continue in full force. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered an acceptance of any continuing or subsequent breach of the same provision. The Agreement and the Services will be governed by and interpreted in accordance with the laws of the state of Kansas, excluding its conflict of law rules. Any action, suit, or other proceeding shall be brought by either Party against the other Party in the District Court of Finney County, Kansas. Both Parties hereby submit to the exclusive jurisdiction of such court and waive any objection to jurisdiction or venue in any such proceeding. This Agreement, together with the exhibits attached hereto which are hereby incorporated herein, sets forth the entire agreement between the parties relating to the subject matter hereof, and supersedes any and all prior agreements of the parties with respect to the subject matter hereof. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the duly authorized representatives of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all which together shall constitute one and the same document. In the event sufficient funds shall not be appropriated by Client for the payments and obligations required under the terms and conditions of this Agreement, Client may terminate this Agreement pursuant to the notice requirements set forth herein. This Agreement is subject to the terms and provisions of the Cash Basis Law of the

state of Kansas, K.S.A. 10-1101 *et seq.*, and the Kansas Budget Law, K.S.A. 79-2925 *et seq.*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and made effective as of the Effective Date (below).

Company Name: Docufree Corporation

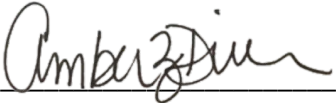
Municipality: CITY OF GARDEN CITY, KANSAS

Address: 1175 Northmeadow Parkway, Suite 140

Address: _____

Address: Roswell, GA 30076

Address: _____

By:  _____

By: _____

Title: VP Finance

Title: Melvin Dale, Mayor

Date: 8-28-17

Date: _____

ATTEST:

Celyn N. Hurtado, City Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: September 19, 2017
RE: Bid Award: Water and Wastewater System Improvements at Jennie Barker Road and Mansfield Road

ISSUE:

The Governing Body is asked to consider and approve the low bid from Speer Construction for the construction of improvements to the water distribution system and relocation of the wastewater treatment facility effluent structure.

BACKGROUND:

To fulfill the requirements of the development agreement between the City of Garden City and Mies & Sons Trucking, LLC, the City solicited bids for the following improvements to the Water and Wastewater Utilities. The project will include a water main extension and improvement of the wastewater effluent structure described below:

Part 1: Work will include water main extension from the general area of Jennie Barker Road and Mansfield Road. The project will include construction of 723 linear feet of waterline installed via a mixture of open cut and directional drilling and will include valve assemblies and a fire hydrant assembly. This project will also require the relocation and encasement of an existing sanitary sewer forcemain.

Part 2: Work will relocate the existing effluent discharge structure south of its current location to place it south of the private road that will serve the Mies Trucking project. The scope of work will entail construction of approximately 489 linear feet of 30-inch piping to connect the existing effluent discharge system to this new effluent outlet. Also included in the scope of work will be the installation of a diversion box and valves to operate the system and provide the capability for future water reuse projects.

The project is scheduled for 45 construction days to completion. The bid tabulation is attached.

ALTERNATIVES:

1. Accept the low bid from Speer Construction, Inc. to construct Water and Wastewater System Improvements at Jennie Barker Road and Mansfield Road. Part 1 for \$73,920.00 and Part 2 for \$102,840.00. The total of both parts equaling \$176,760.00, and authorize the Mayor and the City Clerk to execute the contract documents.
2. Select an alternate bid to construct Accept the low bid from Speer Construction to construct Water and Wastewater System Improvements at Jennie Barker Road and Mansfield Road.

3. Reject all bids and direct staff to find an alternate solution.

RECOMMENDATION:

Staff recommends Alternative #1.

FISCAL NOTE:

The project will be funded from Material Sewer Mains: 080.311.6040.14 and Materials Mains: 080.311.6040.05. The combined balance of both funds is \$221,710.00.

ATTACHMENTS:

Description	Upload Date	Type
Bid Tabulation: Water and Wastewater Improvements (Jennie Barker & Mansfield Roads)	9/13/2017	Exhibit
Mies Truckig - City Infrastructure Map	9/15/2017	Backup Material

BID TABULATION SUMMARY

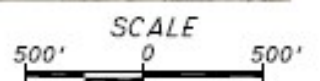
BID FOR: City of Garden City, Kansas
 Water & Wastewater System Improvements
 Mies Trucking Waterline Extension & WWTF Effluent Line & Structure Improvements
 City Project: SPGC17-17 & NDS 1705-05

TIME: 13 September 2017, 11:00 a.m.

Bidder	Bid Security	Addendum No. 1	Addendum No. 2	Substantial Completion	Final Completion	Bid Form Attachment A Part 1 – Total Bid Price	Bid Form Attachment A Part 2 - Total Bid Price
Speer Construction, Inc.	X	X	X	45	60	\$73,920.00	\$102,840.00
Mies Construction, Inc.	X	X	X	45	60	\$106,666.00	\$126,455.00
Smoky Hill LLC	X	X	X	45	60	\$127,645.00	\$170,306.00
Lee Construction, Inc.	X	X	X	45	60	\$114,275.50	\$188,641.50
Nowak Construction Company, Inc.	X	X	X	45	60	\$180,872.00	\$146,414.00
Dick Construction, Inc.	X	X	X	45	60	\$190,308.00	\$141,165.00
Engineer's Estimate						\$155,005.00	\$170,179.60



KEY MAP





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: September 19, 2017
RE: Title XVI Water Reclamation and Reuse Grant Agreement for Fiscal Year 2017

ISSUE:

The Governing Body is asked to consider and approve an agreement between the City of Garden City and the United States Department of the Interior: Bureau of Reclamation for funding to study effluent water reuse from resources available to the City.

BACKGROUND:

After authorization by the City Commission at the December 20, 2016 meeting, the City Submitted a grant proposal to the Bureau of Reclamation for the development of feasibility studies under the Title XVI Water Reclamation and Reuse Program. The proposal was awarded funding by U.S. Secretary of the Interior, Ryan Zinke on May 12, 2017.

The Title XVI Program is for water reclamation and reuse feasibility studies to assist local communities to address water supply challenges. The proposal submitted to the Bureau of Reclamation proposed the following outcomes:

- Determine most cost effective method to reuse the maximum quantity of water with the lowest cost impact and maximum benefit for long-term water availability. The study will include some form of cost-benefit analysis that would weigh financial and supply considerations.
- Establish reuse partnerships based on the beneficial impact to City wells due to effluent reuse and offset of groundwater irrigation for agricultural production.
- Evaluate existing water conservation practices and policies based on information gathered from the study. A more in-depth study will also allow us to share information with the public and improve messaging and awareness of water resource issues.
- Provide data for City staff to use in making decisions on infrastructure development needed to implement varying levels of reuse.

The purpose of the project is to develop a water reuse plan that will consider a broad range of information to assist the City in making good strategic decisions regarding the reuse of our effluent water resources.

The total cost of the project is \$130,737.00. The City will contribute 50% of the funds (\$65,838.00) for the project. Because the City will be using these funds to build on an existing study of effluent reuse that was performed in 2016 we are permitted to apply the cost of the original study to our matching funds requirement. That will leave a maximum balance of \$27,718.50 that the City will be obligated to provide in matching funds. The Bureau of Reclamation will provide \$65,368.50 in Federal funds for the project.

The project timeline of the grant will begin October 1, 2017, and conclude before May 1, 2019. We anticipate we will have the project completed far in advance of that deadline. Our current project with the Bureau of Reclamation, the sub-surface irrigation project at Clint Lightner Field is over one year ahead of schedule.

ALTERNATIVES:

1. Approve the agreement with the Bureau of Reclamation and authorize the Mayor and City Clerk to execute the contract document.
2. Reject the agreement with the Bureau of Reclamation and direct city staff to proceed with a study independent of Federal funding.

RECOMMENDATION:

Staff recommends Alternative #1.

FISCAL NOTE:

The project will be funded from the Water Budget, Engineering Fees 080.317.5275.01.

ATTACHMENTS:

Description	Upload Date	Type
Reclamation Agreement No. R17AC00121	9/15/2017	Backup Material

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT**

1A. AGREEMENT NUMBER R17AC00121	1B. MOD NUMBER 000	2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT	3. CLASS OF RECIPIENT Local Government
4. ISSUING OFFICE Bureau of Reclamation Great Plains Region P.O. Box 36900 Billings, MT 59107-6900		5. RECIPIENT City of Garden City 301 North 8 th Street Garden City, Kansas 67846	
		EIN #:	486009982
		DUNS #:	073324220
		County:	Finney
		Congress. Dist:	KS-01
6. GRANTS MANAGEMENT SPECIALIST Jonathan Crabtree Bureau of Reclamation Great Plains Regional Office P.O. Box 36900 Billings, MT 59107-6900 Telephone (406) 247-7615 Email: jcrabtree@usbr.gov		7. RECIPIENT PROJECT MANAGER Fred Jones, Water Resource Manager City of Garden City 301 North 8th Street Garden City, Kansas 67846 Phone: 620-276-1291 Email: fred.jones@gardencityks.us	
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Thomas Michalewicz Bureau of Reclamation 5316 Highway 290 West, Suite 110 Austin, TX 78735 Ph. (512) 899-4166 Email: tmichalewicz@usbr.gov		9A. INITIAL AGREEMENT EFFECTIVE DATE: See Block 17a	9B. MODIFICATION EFFECTIVE DATE: NA
		10. COMPLETION DATE May 31, 2019	
11A. PROGRAM STATUTORY AUTHORITY Title XVI of Public Law 102-575			11B. CFDA Number 15.504
12. FUNDING INFORMATION	<u>RECIPIENT/OTHER</u>	<u>RECLAMATION</u>	13. REQUISITION NUMBER 0020129440
Total Estimated Amount of Agreement	\$65,368.50	\$65,368.50	14A. ACCOUNTING AND APPROPRIATION DATA 17XR0680A1 RX.3276OTA1.0030000 RR06450000
This Obligation	\$65,368.50	\$65,368.50	
Previous Obligation	\$0.00	\$0.00	
Total Obligation	\$65,368.50	\$65,368.50	
Cost-Share %	50%	50%	14B. TREASURY ACCOUNT FUNDING SYMBOL 14X0680
15. PROJECT TITLE Strategic Plan for Reuse of Effluent Water Resources in Garden City, Kansas and Vicinity			
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient BY: _____ DATE: _____		17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY: _____ DATE: _____	
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER <input type="checkbox"/> Additional signatures are attached		17b. NAME OF GRANTS OFFICER Lindsey R. Nafts Ph. (406) 247-7684 Email: lnafts@usbr.gov	

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**Cooperative
Between
Bureau of Reclamation
And
City of Garden City
For
Strategic Plan for Reuse of Effluent Water Resources in Garden City, Kansas and Vicinity**

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Cooperative Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as “Reclamation,” and City of Garden City, hereinafter referred to as the “Recipient” or “Grantee,” pursuant to Section 1604 of Title XVI of Public Law 102-575. The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

SEC. 1604. Feasibility Studies

- a) The Secretary is authorized to participate with appropriate Federal, State, regional, and local authorities in studies to determine the feasibility of water reclamation and reuse projects recommended for such study pursuant to section 1603 of this title. The Federal share of the costs of such feasibility studies shall not exceed 50 per centum of the total, except that the Secretary may increase the Federal share of the costs of such feasibility study if the Secretary determines, based upon a demonstration of financial hardship on the part of the non-Federal participant, that the non-Federal participant is unable to contribute at least 50 per centum of the costs of such study. The Secretary may accept as part of the non-Federal cost share the contribution of such in-kind services by the nonfederal participant that the Secretary determines will contribute substantially toward the conduct and completion of the study.
- b) The Federal share of feasibility studies, including those described in sections 1606 and 1608 through 1610 of this title, shall be considered as project costs and shall be reimbursed in accordance with the Federal reclamation laws, if the project studied is implemented.
- c) In addition to the requirements of other Federal laws, feasibility studies conducted by the Secretary or the non-Federal project sponsor under this title shall consider, among other things:
 - 1) Near- and long-term water demand and supplies in the study area;
 - 2) All potential uses for reclaimed water;
 - 3) At least two alternative measures or technologies available for water reclamation, distribution, and reuse for the project under consideration;
 - 4) Public health and environmental quality issues associated with use of reclaimed water;
 - 5) Whether development of the water reclamation and reuse measures under study would:
 - i. reduce, postpone, or eliminate development of new or expanded water supplies,

- ii. reduce or eliminate the use of existing diversions from natural watercourses or withdrawals from aquifers

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

The purpose of this agreement is to provide a mechanism for Reclamation to work to identify and investigate opportunities to reclaim and reuse wastewater and naturally impaired ground and surface water in the 17 Western States and Hawaii.

Garden City's purchase of effluent water from the Dairy Farmers of American (DFA) facility requires development of a strategic plan for water reuse. Beneficial reuse of the effluent water from the DFA facility, as well as the City's wastewater treatment plant (WWTP), to offset irrigation pumping at several irrigation well sites will be evaluated as part of this Feasibility Study.

This effort will also include an evaluation of the aquifer conditions around Garden City. The fragile condition of this shared aquifer(s) reach beyond the boundaries of Garden City alone. This Feasibility Study will provide the City with the opportunity to evaluate reuse opportunities to decrease total dependence on declining groundwater sources while strengthening the position of the City to make critical decisions related to future water rights needs, the development of a Water Conservation Area, and the feasibility of potable reuse alternatives

3. BACKGROUND AND OBJECTIVES

3.1 WaterSMART Program Background

The U.S. Department of the Interior's (Interior) WaterSMART (*Sustain and Manage America's Resources for Tomorrow*) program establishes a framework to provide Federal leadership and assistance on the efficient use of water, integrating water and energy policies to support the sustainable use of all natural resources, and coordinating the water conservation activities of various Interior bureaus and offices. Through the program, Interior is working to achieve a sustainable water strategy to meet the Nation's water needs.

Reclamation's Title XVI Water Reclamation and Reuse program (Title XVI Program) is an important part of WaterSMART. For purposes of the Title XVI Program, a water reuse project is a project that reclaims and reuses municipal, industrial, domestic, or agricultural wastewater and naturally impaired groundwater and/or surface waters. Reclaimed water can be used for a variety of purposes such as environmental restoration, fish and wildlife, groundwater recharge, municipal, domestic, industrial, agricultural, power generation, or recreation. Water reuse is an essential tool in stretching the limited water supplies in the Western United States.

Water reclamation and reuse research helps states, tribes, and local communities tackle water supply challenges. Title XVI research supports the implementation of water reclamation and reuse projects under development to supplement urban and irrigation water supplies through water reuse, thereby improving efficiency, providing flexibility during water shortages, and diversifying the water supply. Water reclamation and reuse projects provide growing

communities with new sources of clean water while promoting water and energy efficiency and environmental stewardship. Water reclamation and reuse projects are an important part of the Department's implementation of the President's June 2013 Climate Action Plan and the November 1, 2013, Executive Order, *Preparing the United States for the Impacts of Climate Change*. Research for water reuse through Title XVI increases water management flexibility, making our water supply more resilient and thereby helping to prepare for the impacts of climate change.

3.2 Project Background

The DFA are constructing a large milk drying facility to create milk powder. As part of the development agreement the City of Garden City (City) has purchased exclusive access to the effluent water produced by the milk drying process.

The City is served by numerous ground water rights and source wells providing an appropriation of 9,010 acre feet of water. The City also purchases an additional 951 acre feet of water from an area utility via a long term water treatment contract. This brings the communities total available water to 9,961 acre feet. The City is using approximately 67% of its available water each year.

The City has committed to taking a guaranteed quantity of water from the DFA on a daily basis starting in the 3rd quarter of 2017. As a result the City will be developing a Water Reuse Utility to distribute the water for beneficial use. The City has determined that it has three options, or a combination thereof, for the use of this effluent:

- Sell the effluent for Industrial, Commercial, or Agricultural Reuse
- Transport the effluent via pipeline to a location on the west side of Garden City where it can be used for a constructed wetlands and indirect potable recharge that would benefit three source wells that supply the reverse osmosis water treatment facility that serves the City.
- Construct infrastructure to provide water to facilities for outdoor irrigation on park and recreation facilities,

3.3 Objectives and Purpose

The purpose of this agreement is to complete a feasibility study to investigate reuse as a viable alternative to off-set use of the rapidly declining groundwater source of supply currently utilized. Conservation and securing additional water rights for new groundwater development may not be enough to support future demand for Garden City and this area of the State.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in Block 17a of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The Agreement shall remain in effect until the date shown in Block 10 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The period of performance for this Agreement may only be modified through written modification of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of federal funding for this agreement is \$65,368.50, of which the initial amount of federal funds available is limited to \$63,368.50 as indicated by “this obligation” within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written modifications to this agreement by a Reclamation Grants Officer.

5. SCOPE OF WORK AND MILESTONES

5.1 Technical Proposal Description

The City needs to continue to investigate reuse as a viable alternative to off-set use of the rapidly declining groundwater source of supply currently utilized. The feasibility study will:

- Determine most cost effective method to reuse the maximum quantity of water with the lowest cost impact and maximum benefit for long-term water availability. This would include a cost-benefit analysis that would weigh financial and supply considerations.
- Establish reuse partnerships based on the beneficial impact to City wells due to effluent reuse and offset of groundwater irrigation for agricultural production.
- Evaluate existing water conservation practices and policies based on information gathered from the study, providing opportunity for improved public information and messaging for increased awareness of water resource issues.
- Provide data for City staff to use in making decisions on infrastructure development needed to implement varying levels of reuse.
- Provide data for City staff to use in making decisions to acquire additional water rights in the future. Rights may be acquired for production or to create a buffer or conservation project to protect existing rights.

5.2 Scope of Work and Work Plan

Task 1 – Project Kickoff

Task 2 – Hydrogeology and water rights

- Review existing local and regional groundwater studies with a focus on the local hydrogeology near Garden City and the DFA reuse area.
- Identify a range of aquifer properties for the Arkansas River alluvial aquifer and the High Plains aquifer that are appropriate for a planning scale study.
- Perform calculations to estimate the beneficial impact to the aquifer that will result from the reduced irrigation pumping.
- Review existing water rights near Garden City. Develop maps showing permitted water rights and wells. Develop maps that identify permitted water rights by aquifer.

Task 3 – Meet with Kansas Department of Water Resources (KDWR), Kansas Department of Health and Environment (KDHE), and Groundwater Management District 3 (GMD3):

- Meet with KDWR and GMD 3 staff to discuss the potential beneficial impact to the City's water rights portfolio that could result from offsetting irrigation pumping with DFA effluent water.
- Identify if this practice will be considered a decrease in consumptive use.

Task 4 Identify Water Reuse Partnerships

- Establish if and where the City can extract the water that was not pumped by the irrigation wells.
- Identify potential water reuse partnerships based on the beneficial impact to City wells due to effluent reuse and offset of groundwater irrigation for agricultural production

Task 5- Water Conservations –

- Evaluate existing water conservation practices and policies based on information gathered from the Study.
- Establish a conservation goal.

Task 6- Offset Irrigation/Beneficial Use

- Evaluate the feasibility of offsetting existing irrigation pumping through beneficial reuse of effluent water from the DFA facility.
- Meet with KDWR and KDHE to gather information and discuss permitting/regulatory requirements.

Task 7 Evaluate Formal Water Conservation Area –

- Evaluate feasibility of establishing a Water Conservation Area (WCA) in Garden City.
- A WCA is a designated area with an approved management plan developed by a water right owner or group of water right owners with the consent of the Chief Engineer of DWR. Participation within a WCA may afford flexibilities that are not available to water right owners outside of a WCA, which can include: creating multi-year allocations, allowing the movement of allocations between enrolled water rights, or the allowing use of water for new uses.
- Identify the requirements and potential benefits to establishing a formally recognized Water Conservation Area, through the KDWR.
- Evaluate potential partners in the development of the WCA.

Task 8 Potable Reuse Feasibility

- Determine the feasibility of potable reuse of DFA and City WWTP effluent.
- Meet with KDHE to discuss treatment technologies as required to meet regulatory requirements associated with Potable Reuse. Develop proposed treatment process as required to meet regulatory requirements associated with Potable Reuse.

- Develop order-of-magnitude opinions of probable cost for Potable Reuse treatment process based on anticipated flow rates of wastewater effluent. Re-evaluate previously developed order-of-magnitude opinions of probable cost for up to three alternatives designed to deliver wastewater effluent to the irrigators, as required

Task 9 Final Report

- Complete Title XVI feasibility study report that complies with Pub. L. 102-575, as amended, other Federal laws, and to otherwise allow Reclamation to assess the feasibility of the proposed Title XVI project.

5.3 Milestones

The Recipient will have all proposed tasks/phases completed no later than 18 months following the execution of a financial assistance agreement for funding of the proposal. The completion of all tasks and phases is anticipated to be May 1, 2018.

Listed below are the major tasks and project milestones by semi-annual period.

Task	Month Begin	Month End
1) Project Kickoff	October 1, 2017	October 1, 2017
2) Hydrogeology/Water Rights	October 1, 2017	March 1, 2018
3) Meet with Kansas DWR, KDHE, and GMD3	October 1, 2017	December 1, 2017
4) Identify Water Reuse Partnerships	November 1, 2017	March 1, 2018
5) Water Conservation	January 1, 2018	May 1, 2018
6) Offset Irrigation/Beneficial Use	December 1, 2018	July 1, 2018
7) Evaluate Formal Water Conservation Area	March 1, 2018	November 1, 2018
8) Potable Reuse Feasibility	April 1, 2018	December 1, 2018
9) Final Report	November 1, 2017	May 1, 2019

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2. Recipient Deliverables

Final report (please note final reports are public documents and will be made available on Reclamation's Web site). The Final Report shall include, but not be limited to:

- A narrative summary of all work performed under the agreement;
- A description of the research process or methodology used to establish or expand a water reuse market, improve existing water reuse facilities, or streamline the implementation of state of the art technology for new facilities;
- Presentation and interpretation of test data, results, conclusions, and lessons learned;
- Document the broader benefits of the research as a case study for the industry to help streamline future water reclamation projects, optimize existing facility efficiencies, or broaden the deployment of state of the art technology.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

Substantial involvement by Reclamation is anticipated during the performance of activities funded under this cooperative agreement. In support of this Agreement, Reclamation will be responsible for the following:

6.2.1.2 Reclamation will review and approve the Feasibility Study, in accordance with Reclamation Directives and Standards WTR 11-01.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

Budget

BUDGET ITEM DESCRIPTION	COMPUTATION		TOTAL COST
	Price/Unit	Quantity	
Salaries and Wages			
NA			
Fringe Benefits			
NA			
Travel			
NA			
Contracts/Contractual			
Burns and McDonnell			\$130,737.00
TOTAL DIRECT COSTS			\$130,737.00
TOTAL INDIRECT COSTS			\$0.00
TOTAL ESTIMATED PROJECT COST			\$130,737.00

FUNDING SOURCES	% TOTAL PROJECT COST	TOTAL COST BY SOURCE
RECIPIENT FUNDING	50%	\$65,368.50
OTHER NON-FEDERAL FUNDING	0%	\$0.00
RECLAMATION FUNDING	50%	\$65,368.50
OTHER FEDERAL FUNDING	0%	\$0.00
TOTALS	100%	\$130,737.00

7.2 Cost Sharing Requirement

At least 50 % non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this agreement.

The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the cost share percentage above shall occur concurrently. If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the Grants Officer prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

7.3 Pre-Award Incurrence of Costs

The Recipient shall be entitled to reimbursement for costs incurred on or after July 1, 2016, which if had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement.

7.4 Allowable Costs (2 CFR Subpart E §200.400 through §200.475)

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR Subpart E, “Cost Principles”

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 90 days following the project performance period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans (2 CFR §200.308)

In accordance with 2 CFR §200.308(c)-(e) the recipient must request prior written approval for any of the following changes:

- a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- b) Change in key personnel specified in section 8 “Key Personnel” of this agreement.
- c) Changes in the approved cost-sharing or matching outlined within this agreement in section 7.2 “Cost Share requirements”
- d) Inclusion of pre-award costs or reimbursement for pre-award costs which are not included in the initially approved budget and included in section 7.3 “Pre-Award Incurrence of Costs” of this agreement.
- e) Extensions to the Completion Date outlined in block 10 of the coversheet (form 7-2279) of this agreement.
- f) The transfer of funds between direct cost categories, functions, and activities for which the expected transfer amount is to exceed 10 percent of the total approved budget.

7.6 Modifications

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address administrative matters, such as changes in address, no-cost time extensions, changes to Reclamation Key Personnel, or the addition of previously agreed upon funding. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR §200.338.

All other changes shall be made by means of a bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project extension shall be made at least 45 days prior to the expiration date of the Agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel

The Recipient's Project Manager for this Agreement shall be:

Fred Jones, Water Resource Manager
City of Garden City
301 North 8th Street
Garden City, Kansas, 67846
Phone: 620-276-1291
Email: fred.jones@gardencityks.us

8.2 Reclamation's Key Personnel

8.2.1 Grants Officer (GO):

Lindsey Nafts
Bureau of Reclamation
Great Plains Regional Office
P.O. Box 36900
Billings, MT 59107-6900
Telephone: (406) 247-7684
Email: lnafts@usbr.gov

- (a) The GO is the only official with legal delegated authority to represent Reclamation. The GO's responsibilities include, but are not limited to, the following:
- (1) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
 - (2) Approve through formal modification changes in the scope of work and/or budget;
 - (3) Approve through formal modification any increase or decrease in the period of performance of the Agreement;
 - (4) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;
 - (5) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement;
 - (6) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

8.2.2 Grants Officer Technical Representative (GOTR):

Thomas Michalewicz
Bureau of Reclamation
5316 Highway 290 West, Suite 110
Austin, TX 78735
Ph. (512) 899-4166
Email: tmichalewicz@usbr.gov

- (a) The GOTR's authority is limited to technical and programmatic aspects of the Agreement. The GOTR's responsibilities include, but are not limited to, the following:
- (1) Assist the Recipient, as necessary, in interpreting and carrying out the scope of work in the Agreement;
 - (2) Review, and where required, approve Recipient reports and submittals as required by the Agreement;
 - (3) Where applicable, monitor the Recipient to ensure compliance with the technical requirements of the Agreement;
 - (4) Where applicable, ensure that Reclamation complies with the technical requirements of the Agreement;

(b) The GOTR does not have the authority to and may not issue any technical assistance which:

- (1) Constitutes an assignment of additional work outside the scope of work of the Agreement;
- (2) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or
- (3) Changes any of the expressed terms, conditions, or specifications of the Agreement.

8.2.3 Grants Management Specialist. The Grants Management Specialist is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to modifications and prior approval, may only be granted, in writing, by a Reclamation Grants Officer. Please note that for some agreements, the Grants Officer and the Grants Management Specialist may be the same individual.

Jonathan Crabtree
Bureau of Reclamation
Great Plains Regional Office
P.O. Box 36900
Billings, MT 59107-6900
Telephone (406) 247-7615
Email: jcrabtree@usbr.gov

9. REPORTING REQUIREMENTS AND DISTRIBUTION

9.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR §200.338.

9.2 Financial Reports. Financial Status Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

9.3 Monitoring and reporting program performance (2 CFR §200.328)

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity.

In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

- (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in 2 CFR §200.328(b)(2) above.

9.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 9.3 (2 CFR §200.328) above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (2 CFR §200.328) above.
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending March 30, 2018	N/A
Submit to:	Grants Management Specialist	Grants Management Specialist
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first Federal financial report is due for reporting period ending March 30, 2018	N/A
Submit to:	Grants Management Specialist	Grants Management Specialist

* If the completion date is prior to the end of the next reporting period, then no interim report is due for that period. Instead, the Recipient is required only to submit the final financial and performance reports, which will cover the entire period of performance including the last abbreviated reporting period.

10. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.

Certain environmental and other associated compliance are Federal responsibilities, and will occur as appropriate. Reclamation will identify the need for and will complete any appropriate environmental compliance requirements, as identified above, pertinent to Reclamation pursuant to activities specific to this assisted activity. Environmental and other associated compliance shall be completed prior to the start of this project. As such, notwithstanding any other provision of this Agreement, Reclamation shall not provide any funds to the Recipient for Agreement purposes, and the Recipient shall not begin implementation of the assisted activity described in this Agreement, until Reclamation provides written notice to the Recipient that all applicable environmental and regulatory compliance analyses and clearances have been completed and that the Recipient may begin implementation of the assisted activity. If the Recipient begins project activities that require environmental and other regulatory compliance approval, such as construction activities, prior to receipt of written notice from Reclamation that all such clearances have been obtained, then Reclamation reserves the right to unilaterally terminate this agreement for cause.

II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at 2 CFR Subtitle A, Chapter II, Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment. (2 CFR §200.305)

(a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302 Financial management paragraph (b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved standard governmentwide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

(3) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.207 Specific conditions, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) Use of resources before requesting cash advance payments. To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §§200.207 Specific conditions, Subpart D—Post Federal Award Requirements of this part, 200.338 Remedies for Noncompliance, or one or more of the following applies:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Guidance A-129, “Policies for Federal Credit Programs and Non-Tax Receivables.” Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.342 Effects of suspension and termination.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for the receipt, obligation and expenditure of funds.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

- (i) The non-Federal entity receives less than \$120,000 in Federal awards per year.
- (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- (iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

(9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interested earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. The remittance must be submitted as follows:

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

(iii) For International ACH Returns:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

Swift Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA

Payment Details (Line 70): Agency

Name (abbreviated when possible) and ALC Agency POC: Michelle Haney,
(301) 492-5065

(iv) For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

(v) Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

2.2 Payment Method

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

Recipients must complete enrollment in ASAP for all active financial assistance agreements with Reclamation. ASAP enrollment is specific to each Agency and Bureau; meaning, if a Recipient organization has an existing ASAP account with another Federal agency or Department of the Interior bureau, but not with Reclamation, then the Recipient must initiate and complete enrollment in ASAP under Reclamation's Agency Location Code (1425) through submission of an enrollment form found at www.usbr.gov/mso/aamd/asap.html. For information regarding ASAP enrollment, please visit www.usbr.gov/mso/aamd/asap.html, or contact the Reclamation ASAP Help Desk BOR_ASAP_Enroll@usbr.gov. Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall "Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency". If the Recipient allows their SAM registration to lapse, the Recipient's accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR§200.317 through §200.326)

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a

more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

4. EQUIPMENT (2 CFR §200.313)

See also §200.439 Equipment and other capital expenditures.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

- (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
- (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
- (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
- (2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR §200.314)

See also §200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See §200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR Subpart F §200.501)

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR §200.338)

§200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR §200.339)

(a) The Federal award may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity for cause;
- (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of

partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR §1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

11. DRUG-FREE WORKPLACE (2 CFR §182 and §1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards;

Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15)

Trafficking in persons.

(a) *Provisions applicable to a recipient that is a private entity.*

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.

(b) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.

(c) *Provisions applicable to any recipient.*

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(d) *Definitions.* For purposes of this award term:

(1) “Employee” means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) “Private entity”:

(i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

(c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 *et seq.*)

- (a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. § 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.
- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. § 4651.
- (c) Exemptions to the URA and 49 CFR Part 24
 - (1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR § 24.101(b)(1)(i)-(iv).
 - (2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:
 - (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
 - (ii) inform the owner in writing of what it believes to be the market value of the property
- (d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR § 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

The Central Contractor Registration (CCR) has been migrated to the System for Award Management (SAM). Recipients must continue to comply with the CCR requirements below by maintaining current registration within www.SAM.gov.

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. II.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- 3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b. *Reporting Total Compensation of Recipient Executives.*
 - 1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - 2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.ccr.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. *Reporting of Total Compensation of Subrecipient Executives.*
 - 1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards,
and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR § 52.203-17 (as referenced in 48 CFR § 3.908-9).

21. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APPENDIX XII to 2 CFR Part 200)

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered

upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: September 19, 2017
RE: New and Renewed Contractor Licenses for September 19, 2017.

ISSUE:

The Governing Body is asked to consider and approve the contractor licenses for September 19, 2017.

BACKGROUND:

Attached is the list of contractors who have applied for a new contractor license or license renewal from Neighborhood & Development Services. All of the contractors on this list have completed the requirements necessary to obtain their contractor license for 2017.

ALTERNATIVES:

1. The Governing Body may elect to approve the contractor licenses as presented.
2. The Governing Body may elect to not approve the contractor licenses.

RECOMMENDATION:

Staff recommends approval of contractor licenses as presented.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Contractor Agenda for September 19, 2017	9/13/2017	Backup Material

CONTRACTOR LICENSE AGENDA

September 19, 2017

2017 New

CLASS A General

Chris Hickman

CLASS D-CO Concrete

Surface Protection Services, LLC

CLASS E-SOC Specialized Other

Affordable Windows & Siding

2017 Renewal

CLASS D-SI Sign Installation

Ron's Sign Company

CLASS E-SOC Specialized Other

United Towers, Inc.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 19, 2017
RE: 09-19-17 Temp CMB License

ISSUE:

The Governing Body is asked to consider and approve a Temporary Cereal Malt Beverage license.

BACKGROUND:

Attached is a list of businesses applying for or renewing a cereal malt beverage license. Businesses on this list have completed the requirements necessary to obtain their license.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of the new and renewing applications.

FISCAL NOTE:

Fees for a Temporary Cereal Malt Beverage license is \$50 per day.

ATTACHMENTS:

Description	Upload Date	Type
09-19-17 CC licenses	9/19/2017	Backup Material

LICENSE AGENDA

September 19, 2017

2017 NEW

TEMPORARY CEREAL MALT BEVERAGES

Downtown Vision, Inc.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Sam Curran, Public Works Director
DATE: September 19, 2017
RE: August 2017 Traffic Advisory Board Minutes

ISSUE:

Presentation of the August 2017 Traffic Advisory Board minutes.

BACKGROUND:

Attached is the Traffic Advisory Board minutes from the August 7, 2017 meeting.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
August 2017 Traffic Advisory Board Minutes	9/13/2017	Backup Material

CITY OF GARDEN CITY
Traffic Advisory Committee
Minutes of Meeting
Monday, August 7, 2017
5:30 p.m.

- A. **Call Meeting to Order:** Vicki Germann called the meeting to order at 5:34 p.m.
- B. **Members Present:** Gloria Allen, Gary Bennett, and Vicki Germann
- C. **Members Absent:** Keith Collins, Julie Christener and MPO Troy Davis
- D. **Others Present:**
- E. **Approval of Minutes:**
- Member Bennett motioned to approve the December 5, 2016 Minutes
 - Member Allen 2nd
 - Motion passed
- F. **Summary of Current Projects:**
- G. **Old Business:**
- None
- H. **New Business:**
1. **Staff request to change configuration of the pavement markings at the intersection of Schulman Avenue and Lareu Road for the southbound traffic.**

Background:

The intersection of Schulman Avenue and Lareu Street was identified in the 2016 Traffic Study of Corridors & Intersection Study as needing future modifications to improve the operations and safety of the intersection. The recommendation was to realign the north and south approaches. On the south approach, a lane should be added to the east side of the existing roadway, and the approach remarked to provide for a left-turn lane and a thru/right-turn lane in the northbound direction. This would remove the conflicting thru movements.

By remarking the movements as proposed, this will provide a temporary solution for the conflicting thru movement until the south approach can be rebuilt.

Discussion:

- Attached is a drawing showing the proposed remarking.

Options:

- Approve the change to the configuration of the pavement markings for the intersection of Schulman Avenue and Lareu Road.
- Deny the request

Recommendation:

- Member Bennett motioned to approve the change to the configuration of the pavement markings for the intersection of Schulman Avenue and Lareu Road.
- Member Allen 2nd
- Motion passed

2. USD 457 School District is requesting the installation of flashing school lights for Horace Good Middle School on Main Street and Third Street.

Background:

Currently, there are flashing school lights at Georgia Matthews Elementary School. Installing the flashing school lights for Horace Good Middle School would create two long school zones.

Discussion:

- Board discussed two school zone options for this location:
 - A single school zone that would flash from 7:20 a.m. to 8:30 a.m. and 2:56 p.m. to 4:20 p.m.
 - Run them independent from each other.
- The Board made two recommendations:
 - Install four separate flashing lights for Horace Good Middle School which provides flexibility for the school district and the City if the school times are changed in the future.
 - Keep the flashing times separate between the two schools trying to stay away from a long school zone.
- Attached is a drawing showing the proposed locations of the flashing school lights.

Options:

- Approve the installation of the flashing school lights for Horace Good Middle School keeping the times separate from Georgia Matthews Elementary School.
- Approve the installation of the flashing school lights for Horace Good Middle School creating a single school zone with from Georgia Matthews Elementary School.
- Deny the request

Recommendation:

- Member Bennett motioned to approve the installation of the flashing school lights for Horace Good Middle School keeping the times separate from Georgia Matthews Elementary School.
- Member Allen 2nd
- Motion passed

3. Request to install “Loading/Unloading” signs in front of 116 South Main Street (L & L Floor Covering).

Background:

L & L Floor Covering is requesting signage to assist in the loading and unloading of material from their business.

Discussion:

- Attached is a drawing showing the proposed of signage.

Recommendation:

- Board Member Allen motion to table this until Staff has time to visit with L & L Floor Covering.
- Board Member Bennett 2nd
- Motion passed

I. Other Business:

1. Expired Terms

- Gary Bennett
- Gloria Allen

Both members stated they would be interested in running another term.

2. Nominate new officers for 2017

- Chair
- Vice Chair

Chair Germann and Vice Chair Bennett stated they would be interested in serving in their current position for another term.

- Gloria motioned to allow Member Germann be Chair and Member Bennett as Vice Chair for another term.

- Bennett 2nd
- Motion passed

3. **CIP Volunteer**

- Board Member Bennett volunteered to serve on the CIP Committee this year

J. **Committee Member Observations:**

1. Vicki Germann - Chairperson: Would like Staff to look into Main Street Timings (Fulton & Main)
2. Gary Bennett – Vice-Chairperson:
3. Gloria Allen:
4. Julie Christener:
5. Keith Collins:
6. MPO Troy Davis:

K. **Adjourn Meeting**

- Board Member Allen motioned to adjourn meeting
- Board Member Bennett 2nd
- Motion passed
- Meeting adjourned at 6:20 p.m.

2925

LAREU RD

E SCHULMAN AVE

2925

LAREU RD

E SCHULMAN AVE





Garden City Public Schools will make changes to standardized school starting times across the district, starting with the 2017-18 school year. The Board of Education approved the new times during its April 3rd meeting. These time changes will decrease the number of bus routes, reduce bus schedule delays and improve the efficiency of the Transportation Department.

The start times will be staggered for the different educational levels in the district. The new times are as follows:

Secondary Schools

<u>Garden City High School</u>	<u>Horace Good Middle School</u>	<u>Kenneth Henderson Middle School</u>
Breakfast begins 7:00 AM	7:00 AM	7:00 AM
Start school 7:50 AM	7:50 AM	7:50 AM
Dismissal 3:00 PM	2:56 PM	2:53 PM

Garden City Alternate Education Center

Breakfast begins	7:00 AM
Start school	7:50 AM
Dismissal	3:00 PM

Elementary Schools – Alta Brown, Abe Hubert, Buffalo Jones, Edith Scheuerman, Florence Wilson, Georgia Matthews, Gertrude Walker, Jennie Barker, Jennie Wilson, Plymell, and Victor Ornelas.

Breakfast begins	7:50 AM
Start school	8:30 AM
Dismissal	3:50 PM

Intermediate Centers

<u>Bernadine Sitts Intermediate Center</u>	<u>Charles O. Stones Intermediate Center</u>
Breakfast begins 7:50 AM	7:50 AM
Start school 8:30 AM	8:30 AM
Dismissal 3:35 PM	3:45 PM

Garfield Early Childhood Center**Morning Session**

8:20 AM	Start school
11:20 AM	Dismissal

Afternoon Session

12:00 PM (Noon)	Start school
3:00 PM	Dismissal

The primary goal of Garden City Public Schools is to provide a safe and positive learning environment for both students and staff. We make this a top priority to enable educators to meet the district's mission of offering students a quality education.

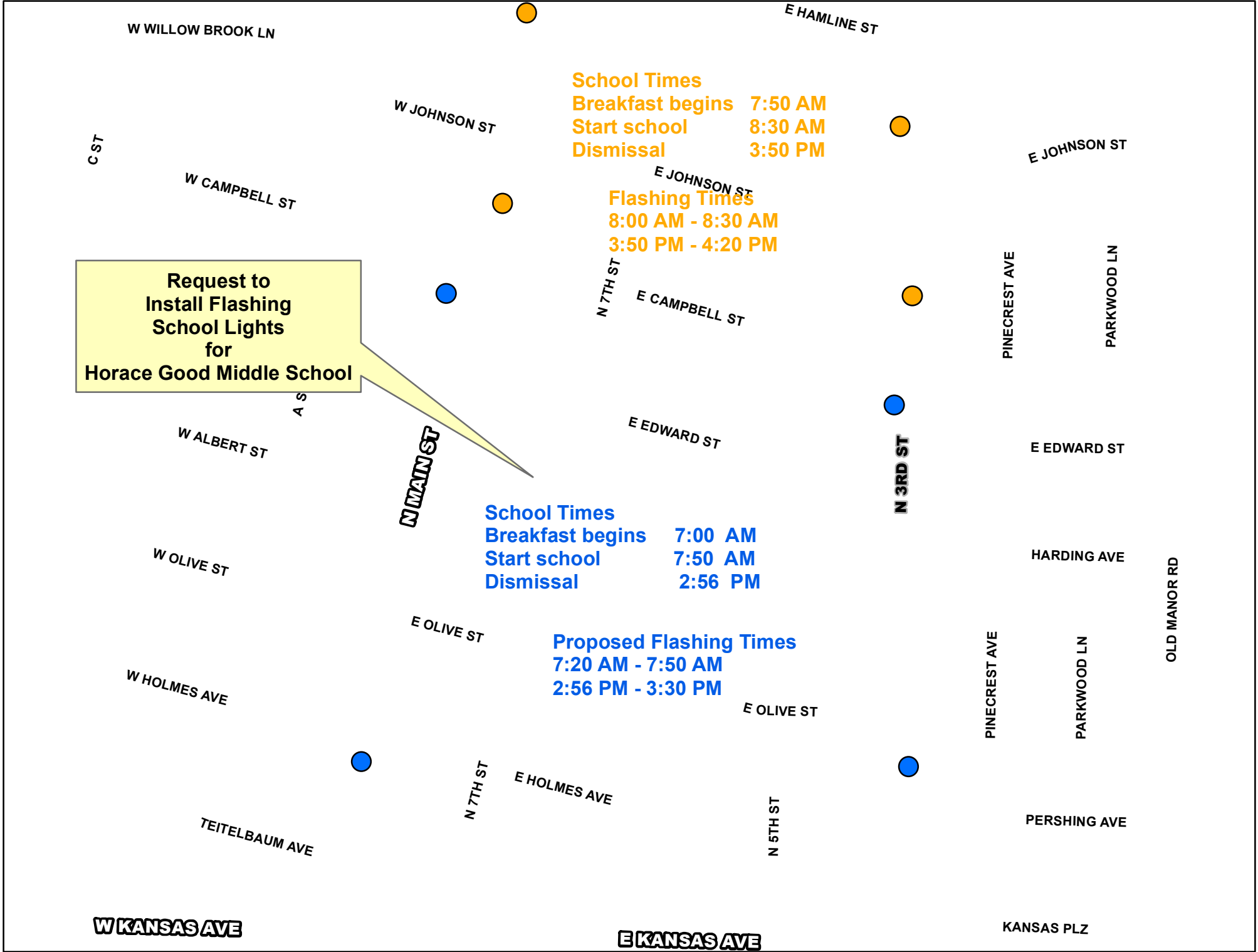
**Request to
Install Flashing
School Lights
for
Horace Good Middle School**

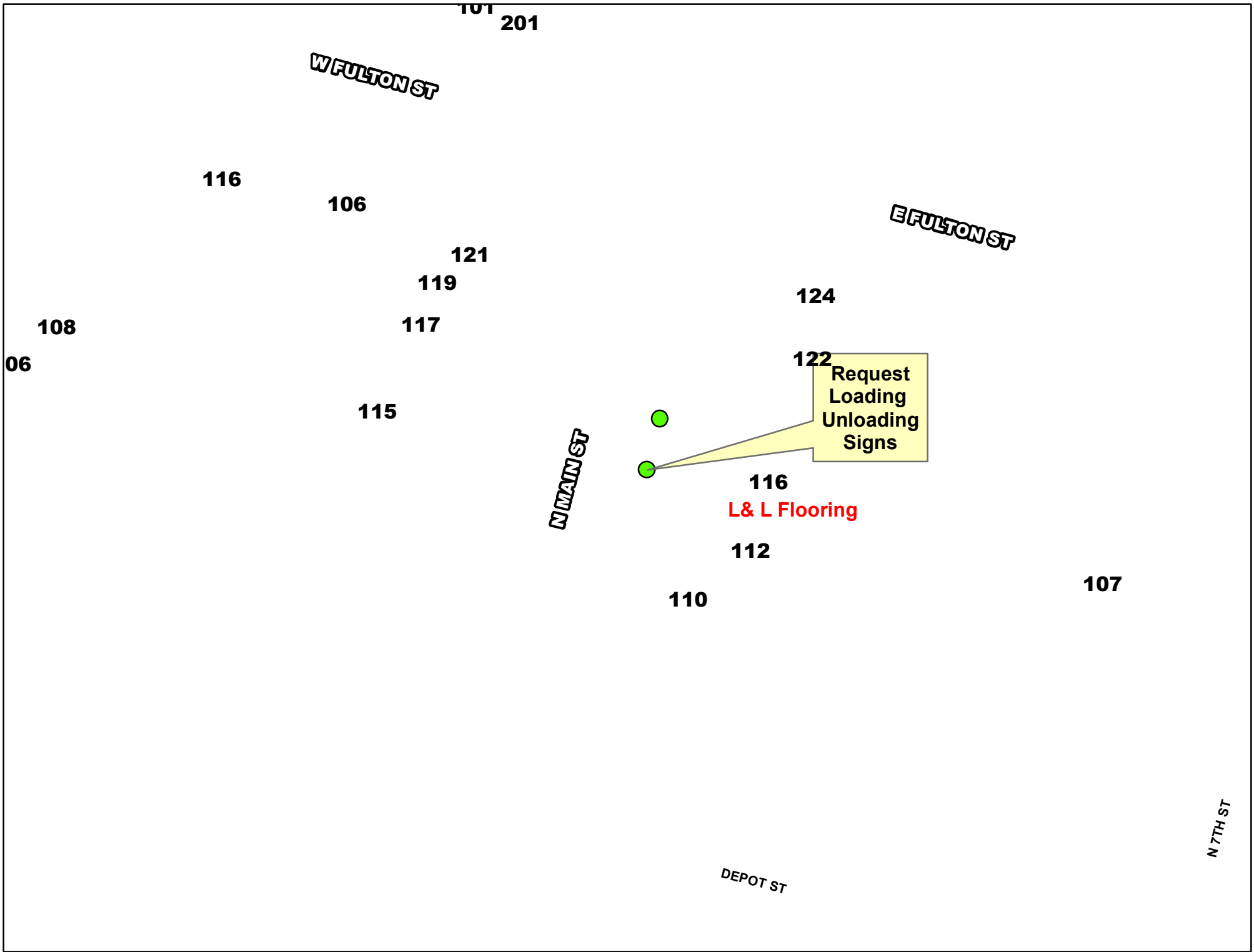
School Times
Breakfast begins 7:50 AM
Start school 8:30 AM
Dismissal 3:50 PM

Flashing Times
8:00 AM - 8:30 AM
3:50 PM - 4:20 PM

School Times
Breakfast begins 7:00 AM
Start school 7:50 AM
Dismissal 2:56 PM

Proposed Flashing Times
7:20 AM - 7:50 AM
2:56 PM - 3:30 PM







MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: September 19, 2017
RE: Zoo Advisory Board minutes for September 2017 meeting

ISSUE:

Presentation of the September 5, 2017 Zoo Advisory Board minutes.

BACKGROUND:

Attached are the September 5, 2017 Zoo Advisory Board minutes.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
ZAB minutes	9/12/2017	Backup Material

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, September 5, 2017

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

Members Absent: Donna Lightner, Kathy Diehl, Ryan Derstein

Others Present: Kristi Newland, Donna Wohler, Jessica Norton, Sarah Colman

- I. The meeting was called to order at 5:08
- II. Approval of Agenda –The agenda was approved.
- III. Approval of Minutes –The minutes of the August meeting were approved.
- IV. New Business
 - a. Zoo Monthly Report – Three red panda cubs were born at the zoo and are doing very well. A Lady Ross’ turaco chick hatched which is a first for the Zoo. To protect the chick, roadrunners and kookaburras will be moved out and the aviary will be temporarily closed when the chick begins moving out of the nestbox. Replacement habitats for the KS exhibits are being prepared to go in the Finnup Center hallway. Final FEMA reports were submitted to City Hall. World Lion Day was held and Red Panda Day and World Rhino Day will be held in September. The Education Division created a video of the red panda cubs for social media & channel 8 and will update periodically. Maintenance and Animal staff have been preparing the grounds for the Tumbleweed Festival and A Wild Affair.
 - b. FOLRZ Report –Staff has been preparing for A Wild Affair. Jessica passed around the volunteer signup sheet and offered to open the room with the auction items for a preview.
 - c. CIP Representative – A representative from the Board is needed as CIP meetings are about to start up again. Stacy offered to serve again, and the Board endorsed her. Kristi passed out a preliminary list of projects for review. Jimmy had questions about the 7th St. Vehicle Entrance & Gate House, as far as West Green event access and what would happen in the event that the zoo charges an entry fee for pedestrians in the future. The board discussed the Zoo & Park Master Plans.
- V. Old Business
 - a. Sales Tax Update – The proposed sales tax will be on the November 7 ballot. Kristi has accompanied City and County Commissioners to meetings of organizations to answer questions about the zoo projects included in the tax and received a few questions. Sarah and Whitney will also attend some of the future meetings.
- VI. Board Member Reports –
- VII. The meeting was adjourned at 6:15.

Next scheduled Meeting is October 3, 2017, at 5:00 p.m.