

AGENDA
CITY COMMISSION MEETING
Tuesday, October 2, 2012
1:00 P.M.

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., Tour of Cat Canyon and Tortoise Exhibit at Lee Richardson Zoo. 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.**
- V. **PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. Kay Gillespie, will be present to speak with the Governing Body on (TNR) Trap-Neuter-Return program for neutered cats.
- VII. **REPORT OF THE CITY MANAGER.**
 - A. Staff has provided items of information for Governing Body review including the following: from Finance Director Hitz the monthly City and County sales tax report and from Assistant City Engineer Mestdagh the monthly street projects update.
 - B. The City has received correspondence from Cox Communication regarding a line-up change.
 - C. Commissioner Doll and City Engineer Cottrell attended the KDOT T-WORKS Local Consult meeting in Dodge City on September 26th. KDOT is gathering regional input for identification of projects they could start preliminary (design) engineering work for and have ready should additional funds become available in the future. Additional 4-lane improvements on US-50/400 and US-54, passing lanes on US-83 and some safety improvements in District 6 were recommended for KDOT consideration.
 - D. Meetings of note:
 - ✓ September 29, 2012 – Garden City Fire Department Open House 10:00 a.m. – 2:00 p.m.
 - ✓ October 11, 2012 – Cultural Relations 2012 Diversity Breakfast at Fiesta Courtyard
 - ✓ October 12 – 13, 2012 – GC Community Theater’s Fall Mystery at the State Theater
 - ✓ October 16, 2012 – Black Hills Energy Public Officials luncheon at the City Administrative Center at 11:00 a.m.
 - ✓ October 18, 2012 – Third Thursday Downtown, 5:00 p.m. – 8:00 p.m.

- ✓ October 18, 2012 – Rocky Horror Picture Show at State Theatre at 8:00 p.m.
- ✓ October 20, 2012 – Boo at the Zoo
- ✓ October 23, 2012 – League of Kansas Municipalities 2012 Regional Supper
- ✓ October 30, 2012 – Town Hall Meeting
- ✓ November 3, 2012 – Hanging of the lights at Stevens Park at 9:00 a.m.
- ✓ November 3, 2012 – Banner Art Auction at Clarion Inn Ballroom at 7:00 p.m.
- ✓ November 10, 2012 – Veteran’s Day Parade at 10:00 a.m.
- ✓ November 15, 2012 – Third Thursday Downtown, 5:00 p.m. – 8:00 p.m.
- ✓ November 15, 2012 – Stevens Park Lighting Ceremony, 6:00 p.m.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

A. Appropriation Ordinance No. 2325-2012A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

A. The Governing Body is asked to consider and approve two items related to the City’s Snow Removal Plan. The first is an Ordinance which establishes the City’s Emergency Snow Route and provides for the authority to remove vehicles on that route which interfere with the removal of snow in an emergency situation. The second item establishes the overall plan and policy for removal of snow throughout the community.

1. Ordinance No. _____-2012, an ordinance pertaining to parking and operation of vehicles upon streets designated as emergency snow routes when snow removal operations are necessary; authorizing the City Manager or designee to declare a snow emergency; prescribing a penalty; amending Section 86-38; repealing existing Section 86-38; all to the Code of Ordinances of the City of Garden City, Kansas.
2. Governing Body consideration and approval of the City’s Snow Removal Plan.

B. Bond Counsel Mary Carson has provided several documents related to the 2012 General Obligation Bond sale, set for October 16th, for Governing Body consideration and approval. Financial Advisor Chuck Bouilly and staff recommend that this be a negotiated sale. Mr. Bouilly has also provided the Preliminary Official Statement for Governing Body consideration and approval.

1. Ordinance No. _____-2012, an ordinance authorizing the City of Garden City, Kansas to construct certain main trafficway and public building and structures improvements in the City and authorizing issuance of General Obligation Bonds of the City to pay costs thereof.
2. Resolution No. _____,-2012, a resolution of the City of Garden City, Kansas authorizing and providing for the underwriting and offering for sale of the City’s General Obligation Improvement Bonds, Series 2012-A in the approximate aggregate principal amount of \$925,000.
3. Notice of intent to seek private placement, \$925,000 General Obligation Improvement Bonds Series 2012.

C. Resolution No. _____-2012, a resolution authorizing the removal of nuisance conditions from the property listed below in the City of Garden City, Kansas, pursuant to Section 38-

139 of the Code of Ordinances of the City of Garden City, Kansas. (2601 C Street, 1314 Bancroft Street, and 1001 North 8th Street.)

D. The Cemetery Staff has researched regional cemetery fees and, in addition to the fees, we have evaluated the current cemetery services provided. The Governing Body is asked to review and consider the following ordinance's relating to changing rates for cemetery services.

1. Ordinance No. _____-2012, an ordinance regulating use of cemeteries and cemetery fees in the City of Garden City, Kansas; amending Code Sections 30-40 and 30-87; repealing current Code Sections 30-40 and 30-87; all to the Code of Ordinances of the City of Garden City, Kansas.

2. Ordinance No. _____-2012, an ordinance establishing fees for use of cemeteries in the City of Garden City, Kansas; amending Code Sections 42-206, 42-208 and 42-209; establishing new Code Section 42-210; repealing current Code Sections 42-206, 42-208 and 42-209; all to the Code of Ordinances of the City of Garden City, Kansas.

X. OLD BUSINESS.

A. At the September 4, 2012 meeting, the Governing Body instructed Staff to finalize an RFP process for the State Theater. City Engineer Cottrell has prepared a Request for Proposals for use of the State Theater building for Governing Body consideration.

XI. NEW BUSINESS.

A. 1:30 p.m. Hearing – Mr. Kurt Osterbuhr, Kansas Truck Parts & Service Inc. has requested a hearing regarding Case No. 12-002154 for weed nuisance violation at his property 2509 N. Taylor Avenue.

B. Public Works Director Curran will be present to discuss Solid Waste rates.

C. Proposals for use of the American Legion building were received on September 27th for Governing Body consideration. Only one proposal was submitted. The Governing Body is asked to review the proposal, which will lead to a formal presentation to the Governing Body at a date to be determined.

D. At July 17th pre-meeting, the Governing Body discussed several tracts of underutilized or unused City property. Pursuant to that discussion, a For Sale sign was placed on the lot at Mary Street & Fleming Street, adjacent to the Labrador Fire Station. We have received two written offers for the property for Governing Body consideration and acceptance.

E. KMEA has provided the enclosed agreement for a Power Supply Generation Study. Governing Body is asked to authorize the Mayor and City Clerk to execute the agreement.

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

1. Governing Body consideration and approval of Preliminary Plat for the property located at approximately the 700 Block of Anderson St. (Mac St. & Anderson St.), Garden City, Kansas – Maggie’s Addition.
2. Governing Body consideration and acceptance of additional right-of way for Schulman Avenue and utility easements all related to the Schulman Crossing project.
 - a) From Fansher, Inc. a utility easement and Schulman Avenue right-of-way in the South East Quarter of Section 9, T24S, R32W.
 - b) From Mosaic Housing Corp. XX -- Garden City a utility easement on Lot 1, Block 2, Heritage Place Second Addition.
 - c) From Mosaic, a utility easement on Lot 38, Block 2, Heritage Place Second Addition.
 - d) From Apostolic Faith Tabernacle of GC, a utility easement on Lot 2, Block 2 Heritage Place Second Addition.
 - e) From Aspen Development, Inc. additional Schulman Avenue right-of- way on Lot 5, Block 2, Lots 6 & 7, Block 3 and Lot 6, block 4, all in Heritage Place Second Addition.
3. Quit Claim Deed from the Heir of Mrs. Joe Holmes transferring burial rights of Spaces 1,2,3 and 4; Lot 260; Zone: A, of Valley View Cemetery to Jacalyn and/or Wilfred Nichols.
4. Permission for Joe &/or Ann B. Delgado to reserve Space 6, Lot 23, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
5. Permission for Doyleen Barnes to reserve Space 7, Lot 22, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
6. Licenses:

(2012 New)

- a) Caro Construction Company, Inc..... Class B General
- b) Cook’s Heating & Air Conditioning. Class D-M Mechanical
- c) A&J Sheet Metal..... Class D-M Mechanical
- d) Partin Electric Class D-E Electrical
- e) Stiltner Electric, Inc..... Class D-E Electrical

G. 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.

XII. CITY COMMISSION REPORTS.

A. Commissioner Doll

B. Commissioner Fankhauser

C. Commissioner Law

D. Commissioner Cessna

E. Mayor Crase

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
September 18, 2012

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 p.m. at the City Administrative Center on Tuesday, September 18, 2012 with all members present. Mayor Crase opened the meeting with the Pledge of Allegiance to the Flag and Invocation. The minutes of the last meeting were approved.

Commissioner Doll moved to approve the request from Mr. Brian Nelson, Executive Director for the Friends of the Lee Richardson Zoo, to close Lee Richardson Zoo all day Saturday, October 20, 2012 to support Boo! at the Zoo. The request includes street barricades to block off Finnup Drive at Main Street, Maple Street at Fourth Street and Finnup Drive at Fifth Street and to be coordinated by the Street Department and the ability to charge an admission per person for this event. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the request from Ms. Consuelo Sandoval, Executive Director of Finney County United Way for a waiver from the temporary sign fees during the United Way fundraising campaign. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Abstained

Commissioner Doll moved to approve the request from Mr. Jimmy Deal, on behalf of Leave A Legacy Foundation for the temporary closure of public vehicle access to Lee Richardson Zoo on October 6, 2012 from approximately 8:00 a.m. to 10:00 a.m. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Staff provided several items of information for Governing Body review including the following: from Finance Director Hitz the monthly financials and sales tax report, from Public Works Director Curran the City Link ridership and CIP schedule, from Director of Aviation Powell the monthly enplanement reports, from Community Development Director Kentner the monthly Code Enforcement report and building report, from Police Chief Hawkins the monthly report, from Fire Chief Shelton the monthly report, from Zoo Director Sexson the monthly zoo report, and from Communications Specialist Freiburg the monthly Communications report.

Meetings of note:

- ✓ September 15, 2012 – FallFest 2012 featuring Art in the Park & Knights of Columbus Oktoberfest, 8:30 a.m. to 3 p.m.
- ✓ September 19, 2012 – Chamber Breakfast – State of the City address at Wheat Lands Convention Center.
- ✓ September 19, 2012 - Annual Park tour starting at the Train Depot at 5:30 p.m.
- ✓ September 20, 2012 – Third Thursday Downtown, 5:00 p.m. – 8:00 p.m.
- ✓ September 21, 2012 – Hot Air Balloon Festival
- ✓ September 26, 2012 – KDOT Local Consult Meeting, 9:00 a.m. – noon at Magouirk Conference Center in Dodge City
- ✓ September 29, 2012 – Garden City Fire Department Open House 10:00 a.m. – 2:00 p.m.
- ✓ October 11, 2012 – Cultural Relations 2012 Diversity Breakfast at Fiesta Courtyard – theme is Africa.

- ✓ October 12 – 13, 2012 – GC Community Theatre’s Fall Mystery at the State Theatre
- ✓ October 16, 2012 – Black Hills Energy Public Officials luncheon at the City Administrative Center at 11:00 a.m.
- ✓ October 18, 2012 – Rocky Horror Picture Show at State Theatre at 8:00 p.m.
- ✓ October 18, 2012 – Third Thursday Downtown, 5:00 p.m. – 8:00 p.m.
- ✓ October 20, 2012 – Boo at the Zoo
- ✓ October 23, 2012 – League of Kansas Municipalities 2012 Regional Supper
- ✓ November 3, 2012 – Hanging of the lights at Stevens Park at 9:00 a.m.
- ✓ November 3, 2012 – Banner Art Auction at Clarion Inn Ballroom at 7:00 p.m.
- ✓ November 10, 2012 – Veteran’s Day Parade at 10:00 a.m.

Appropriation Ordinance No. 2324-2012A. “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,194,261.54” was read and considered section by section. Mayor Crase moved to approve and pass Appropriation Ordinance No. 2324-2012A. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2562-2012, “AN ORDINANCE ESTABLISHING A FRANCHISE FEE WITH BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC, D/B/A BLACK HILLS ENERGY; AMENDING ORDINANCE NO. 2298; REPEALING ORDINANCE NO. 2298 AS SPECIFIED IN THIS ORDINANCE; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS,” was read and considered section by section. Mayor Crase moved to approve Ordinance No. 2562-2012. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2498-2012, “A RESOLUTION AUTHORIZING THE REMOVAL OF MOTOR VEHICLE NUISANCES FROM CERTAIN PROPERTIES IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-63 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS,” (801 N. Fourth Street – white pickup) was read and considered section by section. Mayor Crase moved to approve Resolution No. 2498-2012. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2499-2012, “A RESOLUTION AUTHORIZING THE REMOVAL OF NUISANCE CONDITIONS FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-139 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.”, (504 W. Maple Street and 2405 Dee Avenue) was read and considered section by section. Commissioner Law moved to approve Resolution No. 2499-2012. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2500-2012, “A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT”, (lease no. 5000127-002) for a Human Resources software package with

Clayton Holdings, LLC, was read and considered section by section. Commissioner Doll moved to approve Resolution No. 2500-2012. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2563-2012, “AN ORDINANCE REGULATING USE OF CEMETERIES OWNED BY THE CITY OF GARDEN CITY, KANSAS; ESTABLISHING RULES AND REGULATIONS RELATED TO CEMETERY USE AND FUNDING; AMENDING CODE SECTIONS 30-56, 30-57, 30-80, 30-83, 30-89 AND 30-112; REPEALING CURRENT CODE SECTIONS 30-56, 30-57, 30-80, 30-83, 30-89 AND 30-112; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2563-2012. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Cruse moved to approve the following:

1. KDOT has provided the State and City Agreement, No. 209-12 for the Windsor Hotel Transportation Enhancement Project. The Governing Body authorized the Mayor and City Clerk to execute the agreement.
2. The Governing Body had previously approved annexation and the plat for The Hamptons, a single lot sub-division on Jennie Barker Road north of Mary Street. Governing Body approved of the Development Agreement with O'Brate Realty, LLC.
3. KDOT has provided the State and City Agreement, No. 201-12, for the FY 2014 KLINK Project on Kansas Avenue from 400 feet west of Center to 200 feet east of Center. The Governing Body authorized the Mayor and City Clerk to execute the agreement.
4. Governing Body considered and accepted Staff's recommendation to reject all bids received on August 24, 2012 for the replacement of CCTV Pipe Inspection Unit for the Wastewater Collections Division.
5. Quit Claim Deed from Virginia Cook, transferring Space 3, 4 & 5, Lot 339, Zone A, to Dustin L. Deines.
6. Quit Claim Deed from The Heirs of Mrs. Gerald H. Murray transferring Spaces 2 and 3; Lot 406A, Zone A; of Valley View Cemetery to A.S. Knoll.
7. Quit Claim Deed from The Heirs of Mrs. Gerald H. Murray transferring Spaces 1 and 2; Lot 406; Zone A; of Valley View Cemetery to A.S. Knoll.
8. Licenses:
 - (2012 New)
 - a) Fulton Convenience Store..... Cereal Malt Beverage
 - b) Hyphen Construction Group, Inc..... Class A General
 - c) McConnell Excavating, LTD..... Class A General
 - d) Skylite Construction, Inc. Class D-R Roofing

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

Cessna	Cruse	Doll	Fankhauser	Law
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Yea Yea Yea Yea Yea

Mayor Crase moved to approve and accept bids received from Wildeman Construction in the amount of \$54,000.00 on September 13, 2012 for the Long Park Restroom project. The Governing Body was asked to authorize the Mayor and City Clerk to execute the agreement when the documents are returned by the Contractor. Commission Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

David D. Crase, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Mayor Crase stated that a citizen asked if the City would waive the electric demand charge if a property was vacant. Public Utilities Director Muirhead stated that if the building wasn't in use there would be no demand charge or a very low charge as it is based on use.

Commissioner Doll stated he attended FallFest and Art in the Park and said it was incredible, the people, the weather and the food were all perfect. Commissioner Doll congratulated Garden City High School for the recent award of a blue ribbon in academics and stated there are only 5 high schools in Kansas that attained this award. Commissioner Doll stated to end the war.

Commissioner Fankhauser stated sales tax revenues were the third highest that they had ever been for a month-long period. Commissioner Fankhauser said he thinks the City will have a record year for sales tax collection and also enplanements at Garden City Regional Airport.

Commissioner Law asked staff why Solid Waste revenue and drainage utilities rates are down this year. Commissioner Law asked if the trash compactors located at several businesses in Garden City can have the City logo put on them.

Commissioner Cessna had no comments.



What makes a cat feral?

A CAT BECOMES FERAL (wild) if he has little or no human contact during the first few weeks of life or is a lost or abandoned domestic cat (stray) that over time reverts to a wild state.

Myths and Facts about Feral Cats and TNR

MYTH: Feral cats can be eradicated by trapping and killing.

FACT: Many decades of eradication campaigns have done nothing to reduce the numbers of stray and feral cats. Survivors breed exponentially; new cats move in, and reproduce, to take advantage of whatever food and shelter exist. This is called the "vacuum effect."

MYTH: Feral cats present a high risk of spreading rabies.

FACT: Rabies in the U.S. is overwhelmingly a disease found in wildlife. From 1990-2002, only 36 people died from rabies in this country, and not one of them contracted the disease from a cat.

MYTH: Feral cats are sickly and diseased.

FACT: Scientific studies show that feral cats in managed colonies generally enjoy the same good health, fitness, and low occurrence of disease enjoyed by pet cats.

MYTH: Feral cats are a significant cause of bird and wildlife depletion.

FACT: Numerous studies by government and environmental groups indicate that the overwhelming causes of wildlife depletion are destruction of habitat due to human development, manmade structures, chemical pollution, pesticides, and drought, not feral cats.

"Alley Cat Allies has revolutionized the way in which stray and feral cats are treated in the United States. Due to ACA's effective campaigning, feral cat colony management has official guidelines for caretakers and, in a number of places, progressive governments are implementing effective and humane population control by supporting TNR for feral cats."

— *Esther Mechler,*
Founder and Director,
SPAY/USA

"Alley Cat Allies took No Kill out of the shelter and brought it to the streets. From a feral cat's perspective, the great turning points in history are the canning of jack mackerel, the mass production of cat food, and the creation of Alley Cat Allies."

— *Nathan J. Winograd,*
Former Executive Director,
Tompkins County (NY) SPCA

Alley Cat Allies

As the foremost experts on outdoor cats, Alley Cat Allies is part of an international campaign working to effectively reduce the number of domestic and feral cats through nonlethal population control methods.



Alley Cat Allies

7920 Norfolk Avenue, Suite 600
Bethesda, MD 20814-2525

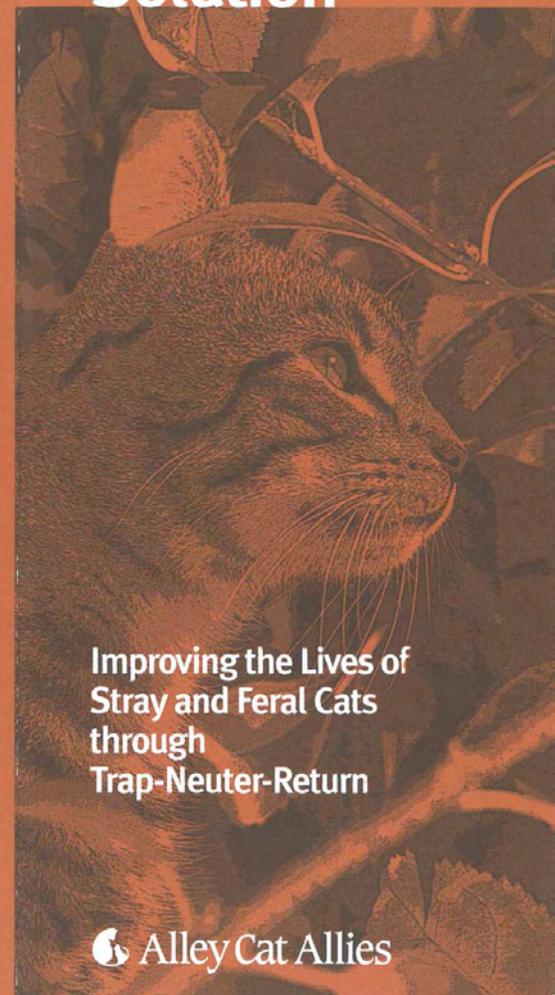
Tel: 240-482-1980

Fax: 240-482-1990

www.alleycat.org

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The Humane AND Effective Solution



Improving the Lives of
Stray and Feral Cats
through
Trap-Neuter-Return

 Alley Cat Allies

Part of our community

FERAL CATS. They live in our parks, military bases, alleyways, farmyards, barns, college campuses, and deserted buildings. Abandoned by their human families or simply lost, unsterilized housecats eventually band together in groups called colonies. Without human contact for a prolonged period, the cats become feral (wild). They make homes wherever they can find food and shelter, be it in dumpsters or under a boardwalk. Kittens born into this environment instinctively avoid humans and may never be socialized. And their numbers steadily increase, even if meager scraps are all the food to be had.

No one knows exactly how many feral cats live in the United States, but the number is estimated in the tens of millions. They are often wrongly portrayed as disease-ridden nuisances living tragic lives and responsible for endangering native species. As a consequence, feral feline communities too frequently are rounded up and—because they have had little or no human contact and are thus unadoptable—they are killed.

But removing and killing feral cats, or relocating feral colonies, does not reduce feral cat populations. It only provides space for more cats to move in and start the breeding process again. Unspayed feral female cats spend most of their lives pregnant and hungry, as will the female kittens that survive. Unneutered tomcats roam to find, and fight to win, mates and often suffer debilitating wounds in the process. Half of all kittens born in feral colonies die within their first year.

Alley Cat Allies has a solution that not only reduces feral cat populations, but also improves and extends the lives of colony members: **Trap-Neuter-Return (TNR)**.



TNR. It works

TNR IS A PROVEN PROCEDURE in which entire colonies of stray and feral cats are humanely trapped, then evaluated, vaccinated, and neutered by veterinarians. Kittens and tame cats are adopted into homes. Adult cats too wild to be adopted are returned to live out their lives under the watchful care of sympathetic neighborhood volunteers.

TNR works. The breeding stops. Cat populations are gradually reduced. Nuisance behaviors associated with breeding, such as the yowling of females or the spraying of toms, are virtually eliminated. Disease and malnutrition are greatly reduced. Ongoing care creates a safety net for the cats and the community.

Embracing life

ALLEY CAT ALLIES is dedicated to changing traditional animal control practices like trap and kill, and to providing the instruction and guidance needed by thousands of caring individuals and organizations in the United States and Canada who have stepped forward to feed, sterilize, and care for feral cat colonies.

And we need your help. With your donation, Alley Cat Allies will continue to advise, consult, and educate the public and policymakers alike that Trap-Neuter-Return (TNR), the humane, nonlethal method of population control, is more effective than trap and kill, and more reflective of a caring human community.

Here's what we are doing to save our feral friends

ALLEY CAT ALLIES (ACA) actively promotes Trap-Neuter-Return (TNR) as the accepted method of feral cat population control throughout North America. Community groups, public policy makers, veterinarians, military personnel, wildlife biologists, humane organizations, and animal shelters turn to ACA for guidance and expertise in developing policies and programs to effect humane population control of feral cats.

ACA produces literature and videos that clearly explain how to carry out safe, effective TNR programs. This material is available to individuals and organizations alike—anyone who wants to help the cats and stop their breeding without killing.

ACA resources include:

- *Alley Cat Action* and *Feral Cat Activist*, ACA's award-winning newsletters.
- *Trap-Neuter-Return: A Humane Approach to Feral Cat Control* and *The Humane Solution: Reducing Feral Cat Populations with Trap-Neuter-Return*, powerful training and public policy videos.
- www.alleycat.org—an informative, user friendly website that is the leading source of extensive, free information on all aspects of feral cat care and advocacy. www.alleycat.org hosts the Alley Cat Allies Action Center, a way for animal activists around the world to speed their messages to elected officials and policy makers whose actions directly affect the lives and health of feral cats.
- Factsheets, articles, and white papers covering TNR, FAQs, veterinary care, rabies control, zoonoses (diseases communicable from animals to humans), wildlife predation, and myths vs. facts about feral cats.
- Feral Friends Network, a database connecting individuals who want to help feral cats with veterinarians who treat them and experienced caretakers willing to share their knowledge and experience.
- National Feral Cat Day, observed every October 16, one special day each year on which thousands of compassionate, motivated people across the U.S. rally support for TNR and feral cat care.

ACA also advocates preventive programs such as early-age spay/neuter and neuter-before-adoption to control unwanted litters, thus reducing both the numbers of cats who are killed in shelters and the growth of feral cat colonies.

YOU can make a difference

You can help ACA continue the fight to protect feral and stray cats in North America. Your donation could save one or many cats' lives. Please send your contribution today to start receiving the award-winning newsletter *Alley Cat Action* and regular action alerts that can make all the difference for the cats.



Support Alley Cat Allies

We need your help to continue this vital work. Please send whatever you can to help ACA improve and protect the lives of America's stray and feral cats through Trap-Neuter-Return. Thank you for caring.

Yes, I want to be an Alley Cat Ally!

\$25 \$50 \$75 \$100 Other \$ _____

Name: _____

Street: _____

City: _____ State: _____ ZIP: _____

Phone: (day) _____

Phone: (eve) _____

E-mail: _____

Please ask the company you work for if they have a matching gift program. You could double or triple your donation! Your contributions are tax deductible. Alley Cat Allies is a 501(c)3 nonprofit organization.

Mail to: **Alley Cat Allies**
7920 Norfolk Avenue, Suite 600
Bethesda, MD 20814-2525

Petitions

Report of the City Manager



901 S. George Washington Blvd.
 Wichita, Kansas 67211
 316.260.7000 tel
 www.cox.com

Friday, September 14, 2012

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

Dear Mr. Allen,

On or after Tuesday, Oct. 23, 2012 the following channels will be moved on the Cox lineup and customers will need a digital receiver or CableCARD and TV Essential to maintain access:

TV Guide – currently on channel 97 will move to digital channel 80

OWN – currently on channel 51 will move to digital channel 77

OWN HD – currently on channel 2051 will move to channel 2077

On or after Tuesday, Oct. 23, 2012 the following Cox cable channels will officially launch:

FOX Movie Channel – channel 204 ¹	Showtime Extreme (E) HD – channel 2419 ⁷
The Hub HD –channel 2101 ²	TMC Xtra (E) HD – channel 2424 ⁷
Cooking Channel HD – channel 2240 ⁴	HBO (W) HD – channel 2426 ⁵
DIY HD – channel 2249 ³	HBO 2 (W) HD – channel 2427 ⁵
Outdoor Channel HD – channel 2258 ³	Cinemax (W) HD – channel 2431 ⁶
HBO Signature (E) HD – channel 2403 ⁵	Showtime (W) HD – channel 2432 ⁷
HBO Family (E) HD – channel 2404 ⁵	TMC (W) HD – channel 2434 ⁷
HBO Comedy (E) HD – channel 2405 ⁵	HBO Latino (E) HD – channel 2437 ⁵
HBO Zone (E) HD – channel 2406 ⁵	Starz Black HD – channel 2509 ⁸
More Max (W) HD – channel 2430 ⁶	Starz Kids and Family HD – channel 2511 ⁸
Action Max (E) HD – channel 2409 ⁶	Starz in Cinema HD – channel 2512 ⁸
Thriller Max HD – channel 2410 ⁶	Starz (W) HD – channel 2518 ⁸
5 Star Max HD – channel 2413 ⁶	Starz Comedy HD – channel 2521 ⁸
Showtime Showcase (E) HD – channel 2417 ⁷	SWRV HD – channel 2900 ⁴

¹ A subscription to Cox Advanced TV Movie Pak is required for FOX Movie Channel.

² A subscription to Cox Plus Package, Bonus Pak and HD service is required for The Hub HD.

³ A subscription to Cox Plus Package, Sports & Information Pak and HD service is required for Outdoor Channel HD and DIY HD.

⁴ A subscription to Cox Plus Package, Variety Pak and HD service is required for Cooking Channel HD and SWRV HD.

⁵ A subscription to Cox Plus Package, HBO and HD service is required for HBO Signature (E) HD; HBO Family (E) HD; HBO Comedy (E) HD; HBO Zone (E) HD; HBO (W) HD; HBO Latino (E) HD; HBO 2 (W) HD.

⁶ A subscription to Cox Plus Package, Cinemax and HD service is required for Action Max (E) HD; Cinemax (W) HD; More Max (W) HD; Thriller Max HD; 5 Star Max HD.



In harmony with the Cox Conserves eco-friendly program, we are proud to print on Forest Stewardship Council-certified paper.



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⁷ A subscription to Cox Plus Package, Showtime and HD service is required for Showtime Showcase (E) HD; Showtime (W) HD; Showtime Extreme (E) HD; TMC Xtra (E) HD; TMC (W) HD.

⁸ A subscription to Cox Plus Package, Starz and HD service is required for Starz Black HD; Starz Kids and Family HD; Starz in Cinema HD; Starz Comedy HD; Starz (W) HD.

On or after Tuesday, Oct. 30, 2012 the following channel will be moved and customers will not need to change anything:

truTV – currently on channel 64 will move to channel 51

truTV HD – currently on channel 2064 will move to channel 2051

If you have any questions regarding these changes and additions, or any of Cox's service packages, please feel free to contact me at (785) 215-6720 or coleen.jennison@cox.com.

Best Regards,

A handwritten signature in black ink that reads "Coleen Jennison". The signature is written in a cursive, flowing style.

Coleen Jennison
Government Affairs Director
Cox Communications

Staff Reports

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
JANUARY	358,435	407,469	383,636	310,710	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869
FEBRUARY	368,848	440,061	360,909	447,336	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844
MARCH	218,329	273,056	191,835	371,146	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777
APRIL	329,095	380,780	467,188	364,979	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253
MAY	285,838	241,167	343,692	377,482	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577
JUNE	338,859	358,841	284,831	344,293	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884
JULY	298,420	408,343	382,217	361,811	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965
AUGUST	336,414	311,866	365,112	369,837	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394
SEPTEMBER	326,694	303,113	364,871	304,050	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160
OCTOBER	265,785	374,010	362,872	449,981	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	
NOVEMBER	382,512	320,162	319,267	332,271	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	
DECEMBER	184,972	271,436	270,677	327,755	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	
TOTAL RECEIPTS	<u>3,694,201</u>	<u>4,090,304</u>	<u>4,097,107</u>	<u>4,361,650</u>	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>4,158,723</u>
PERCENTAGE CHANGE	0.12%	10.72%	0.17%	6.46%	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	



MEMORANDUM

DATE: September 28, 2012
TO: Governing Body
FROM: Alex Mestdagh
RE: Street Projects Update

The following is a progress report on ongoing roadway projects throughout the City:

**Engineering
Department**

Steven F. Cottrell, P.E.,
City Engineer

Alex L. Mestdagh, P.E.
Assistant City Engineer

Schulman Crossing

Work is underway on the roadway and utility improvements for this proposed development. Storm sewer is currently being installed along the proposed extension of Larue Road, and will soon begin on the north side of Schulman. Crews are expanding the capacity of the stormwater retention pond at the southwest corner of Schulman and Jennie Barker Road, and are beginning pavement removal on the east portion existing Schulman Road.

The proposed watermains for the new development are largely complete, and work continues on the proposed sewer mains. Conduit for the proposed underground electrical and cable lines is currently being installed; once the lines are installed, the power poles along the north side of Schulman will be removed and storm sewer construction can proceed.

Schulman Road has been closed at Jennie Barker Road, and is closed to through traffic at US-50/83/400. Smokey Hill Street has also been closed at Schulman – residents of this area have access from Jennie Barker Road.

Final design of the proposed US-50/83/400 Bypass improvements is currently proceeding, and will soon undergo KDOT review. These improvements are scheduled to be bid later this year.

Joe McGraw Street

The curb and gutter and pavement have been installed on the south half of proposed McGraw Street. Curb and gutter has been completed on the north side of the roadway, with pavement to follow this week. The watermain extension to the Preferred Cartage property will follow roadway construction.

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Meetings of Note



Larissa Long
Senior Manager - External Affairs
KANSAS NATURAL GAS
larissa.long@blackhillscorp.com

601 N Iowa
Lawrence, KS 66044
785.832.3918
F: 785.832.3905

September 24, 2012

Matt Allen, City Manager
City of Garden City
P. O. Box 499
Garden City, KS 67846

Dear Mr. Allen:

Black Hills Energy cordially invites you, the city commission, city clerk, city finance director, public works director, fire chief and city attorney to join us for a luncheon meeting in the Rawhide Room at the Clarion Inn on Tuesday, October 16. We'll begin at 11:00 a.m. and conclude by 12:30 p.m.

We have also extended invitations to Finney County officials and chamber and economic development representatives.

Vance Crocker, general manager for BHE's Kansas operations, will provide information about Black Hills Corporation as well as an update on our state and local activities. In addition to our local management team, representatives from other departments will attend the meeting, including economic development and external affairs.

We believe the information will be of interest to the city and hope everyone can join us that day. In order to properly plan for the meeting, I will contact the City Clerk on October 9 for the number of city attendees.

Sincerely,

Larissa Long



**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions

ORDINANCE NO. _____-2012

AN ORDINANCE PERTAINING TO PARKING AND OPERATION OF VEHICLES UPON STREETS DESIGNATED AS EMERGENCY SNOW ROUTES WHEN SNOW REMOVAL OPERATIONS ARE NECESSARY; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DECLARE A SNOW EMERGENCY; PRESCRIBING A PENALTY; AMENDING SECTION 86-38; REPEALING EXISTING SECTION 86-38; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. Section 86-38 of the Code of Ordinances of the City of Garden City, is hereby amended to read as follows:

Sec. 86-38. Emergency Snow Routes.

- (1) *Declaration of snow emergency.* The city manager may declare a snow emergency: (a) whenever snow has accumulated in the city to a depth of two inches with more snow falling and/or the forecast for more snowfall in the immediate future, or (b) designated by the city manager or designee when, in the opinion of the city manager or designee, weather conditions warrant the designation of a snow emergency for the protection of the health, safety, and welfare of the citizens of the city. Once in effect, the provisions of this section shall remain in effect until the snow route has been plowed, snow is no longer accumulating; and the snow emergency has been terminated as provided herein. While the snow emergency is in effect, it shall be unlawful: (a) to park a motor vehicle or other personal property (vehicle) on any street designated an emergency snow route in subsection (4) of this section; or (b) to operate a vehicle on any emergency snow route in such manner or condition that the vehicle stalls and is unable to proceed.
- (2) *Notice of snow emergency by city manager; termination.* The city manager or designee shall cause appropriate notice of the designation of a snow emergency to be given through the local press, radio, and other media. The snow emergency shall be terminated by notice given substantially in the same manner as the snow emergency was declared.
- (3) *Removal of parked vehicles.* All vehicles parked on emergency snow routes must be removed before the snow on the route has accumulated to a depth of two inches or within one hour after notice of a snow emergency has been declared by the city manager or designee. Any vehicle parked on an emergency snow route after the depth of two inches or more has been reached may be ticketed and/or removed by a police officer to the nearest garage or other place of safety, and the vehicle may not be recovered until the towing and any storage charges are paid by the owner of the vehicle.

- (4) *Emergency snow routes; establishment; signs.* The following streets are hereby established as emergency snow routes within the city:
- a. Campus Drive;
 - b. Fleming Street;
 - c. Main Street, north from Kansas Avenue, and south between Kansas Avenue and the river bridge;
 - d. Taylor Avenue;
 - e. Mary Street;
 - f. Kansas Avenue;
 - g. Fulton Street;
 - h. Fourth Street (Fulton Street to Kansas Avenue);
 - i. Downtown area, 8th Street to 7th Street on Chestnut Street, Laurel Street and Pine Street;
 - j. 8th Street, between Fulton Street and Walnut Street;
 - k. 7th Street, between Fulton Street and Spruce Street;
 - l. Stevens Avenue, between Pine Street and 8th Street.

Upon passage of the ordinance codified in this section, appropriate signs shall be installed along each of the streets above designated an emergency snow route.

- (5) *Penalty.* A violation of any of the provisions of this section is a class C offense, punishable as provided in section 1-8. In addition to any penalty provided by section 1-8, any person violating this section shall also pay to the city, any and all towing or storage charges incurred by the city as a result of removal of any vehicle.

SECTION 2. Code of Ordinances Section 86-38 as previously existing, is hereby repealed, to be replaced as specified in this ordinance.

SECTION 3. That this ordinance shall be in full force and effect November 1, 2012, and after its publication in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 2nd day of October, 2012.

DAVID D. CRASE, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

MEMORANDUM

TO: Governing Body
FROM: Sam Curran
DATE: September 20, 2012
SUBJECT: Snow Removal Plan

ISSUE

Staff is requesting Governing Body consideration and approval of the City's Snow Removal Plan. Changes were made in the following areas:

- 1) Residential snow removal
- 2) Emergency Snow Routes
- 3) Snow removal around schools
- 4) Extending Primary Routes according to community growth
- 5) Identifying the Non-Critical Residential Streets

BACKGROUND

The current secondary route plan requires snow removal from through residential streets and school areas. All other non-critical streets or drifting problems are handled according to the depth of the snow, usually with an accumulation of six inches or more. The proposed plan removes all through residential streets not associated with schools from the secondary routes and moves them into the non-critical level of service. Non-Critical streets will be cleared when snow accumulation reaches six inches or more and as equipment and manpower become available.

The method of snow removal on residential streets will be plowing the snow to the curbs. This method of snow removal usually blocks cars, sidewalks and driveways. It will be the responsibility of the owner to remove the snow around the cars and the snow covering the sidewalks and driveways.

The severity of the snowstorm indicates whether the Snow Emergency Routes will be utilized. During a snowstorm, when there are two inches of accumulation accompanied by continued snowfall and/or with the forecast for more snowfall in the immediate future, all vehicles and trailers are prohibited from parking on Snow Emergency Routes, which are designated by signs. Vehicles and trailers parked along designated Snow Emergency Routes are subject to fines and/or towing.

The following changes to the Snow Emergency Routes have been included in the proposed Plan:

1. Clarification of downtown streets
 - a. Downtown between 7th Street and 8th Street
 - i. Chestnut Street
 - ii. Laurel Street
 - iii. Pine Street
 - b. 8th Street from Fulton Street to Walnut Street
 - c. 7th Street from Fulton Street to Spruce Street

d. Stevens Avenue from Pine Street to 8th Street

2. Addition of Main Street from the railroad tracks to the Arkansas River bridge

The Plan identifies snow removal around schools as the City's Secondary Route. The City will utilize the new plow truck from the Water Department for this operation. The operator will assist Team 1 on the Primary Route to clear snow on Kansas Avenue before beginning the Secondary Route.

The method of snow removal around the schools will be plowing the snow to the curbs. This method of snow removal will block sidewalks and driveways. The school district will be responsible for removing snow covering sidewalks and driveways.

Staff recommends including the following street extensions to the Snow Removal Plan:

1. Primary Route – Team 1
 - a. Mary Street from US50/83/400 east to Kansas Avenue
 - b. Kansas Avenue from East City Limits to Mary Street
2. Primary Route – Team 2
 - a. Schulman Avenue from Campus Drive to Jennie Barker Road
 - b. Larue Road from Schulman Avenue to Leslie Road
 - c. Leslie Road from Larue Road to Kansas Avenue

Staff has created a non-critical route map to be added to the plan. The map will provide guidance and consistency for City operators. This map should not to be considered as a scheduled route.

Staff has included the following information for your review:

1. Snow and Ice Plan
2. Primary Route Maps
 - a. Team 1
 - b. Team 2
 - c. Team 3
3. Emergency Route Map
4. Secondary Route Map
5. Non-Critical Street Map
6. Snow Removal Survey

ALTERNATIVES

1. Alternative One – Approve the proposed Snow and Ice Plan
2. Alternative Two – Governing Body make changes to the proposed plan and approve the revised Snow and Ice Plan
3. Alternative Three – Deny the proposed changes and use the current Snow and Ice Plan

RECOMMENDATION

Staff recommends Governing Body consideration and approval of the Snow and Ice Plan as presented.

FISCAL NOTE

Special Trafficway	Funds	2012 - \$29,800	2013 - \$25,000
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SNOW AND ICE PLAN

OCTOBER 2012

Prepared by:
Public Works Department

CITY COMMISSION

Mayor David Crase
Roy Cessna
John Doll
Dan Fankhauser
Chris Law

Matt Allen, City Manager
Sam J. Curran, Director of Public Works
Bill Matheson, Street Superintendent
Alan M. Geier, Parks Superintendent

(Approved and Passed by Governing Body this _____ day of September, 2012)

SNOW AND ICE PLAN

City of Garden City
Public Works

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SNOW AND ICE PLAN

City of Garden City

Public Works

Scope:

The City of Garden City's Snow and Ice Plan was developed for two main purposes:

1. To provide the general public and City Officials with an insight into the complexity of snow and ice control operations.
2. To summarize policies and procedures to be followed by City personnel.

Snow and ice control is frequently a matter of choosing between two methods of moving snow each with its own drawbacks. For example, plowing snow to the side may clear the street, but it often covers sidewalks and blocks intersections and driveways. Plowing to a windrow down the center of the street may alleviate these problems, but may create others by impeding left turns, restricting traffic flow, causing reoccurring icing problems and adding additional cleanup time. This plan sets forth the issues and establishes policy and procedure guidelines to be followed by City personnel during snow and ice control operations. Helpful tips for the public at large, as well as tips for other entities and contractors are also included.

Helpful Tips to the Citizens of Garden City:

The success of our Snow Removal Plan depends on your assistance. The Public Works Department wants to provide you with the best service possible within the constraints of personnel and equipment available. There are many things you can do to help us do our job better.

1. When it starts to snow, park your vehicles off the street if possible. This protects your vehicles from being plowed in or being slid into by passing vehicles. It also gives snowplows more space to maneuver. Additionally, parking your vehicles off the street after a storm will allow us to clear the parking lane of your street.
2. It is frustrating to clear your driveway, only to have a snowplow come by and block it again. A partial solution is to shovel the snow from your driveway into your yard. This won't entirely eliminate the problem, however it will help. Remember any snow you place in the street will probably be thrown back onto your drive by a passing snowplow. It is equally frustrating to the City snowplow operator to clear a street, only to have someone push snow from a sidewalk, parking lot or other private property into the street. This creates an obstacle to the driving public and puts an additional burden onto the Public Works Department.

SNOW AND ICE PLAN

City of Garden City
Public Works

3. If possible, leave your vehicle home and avoid the stress of driving in poor conditions. Every vehicle left at home reduces the number of stranded vehicles that slow down plowing operations. The fewer vehicles operating, the quicker the street can be cleared.
4. If possible, do not "store" vehicles or trailers on the street. Snow and ice builds-up around parked vehicles, which creates a problem for plow operators, vehicle owners, and the general public alike.
5. Please do not let your children play on the snow piled on the streets or cul-de-sacs. Equipment operators and other motorists may not see the children playing due to low visibility or other causes.
6. To report poor street conditions or to get additional information about the snow storm, please call 276-1270 during normal working hours. After normal working hours, please call the Police Department at 276-1300 (non-emergency calls). Please be patient when making requests; response time will vary depending on the status of scheduled routes and priorities.

Helpful Tips to Contractors/Schools/Businesses Involved in Snow Removal:

The goal of the Public Works Department is to keep Garden City's main arterials and collectors passable for public use. Your goal is to remove snow from parking lots and driveways. By working together, we can get Garden City back to normal in an efficient manner after a storm. While we work well together overall, there are a few areas where better coordination could be useful.

1. When clearing private driveways and parking lots, the snow should be piled on the property or hauled away. Please do not push the snow into the street or onto adjacent sidewalks. Pushing the snow into the street not only creates obstacles to other vehicles and creates additional work for City crews at a time when they already have a full workload.
2. Please do not place snow in the curb and gutter or into drainage channels. In case of a sudden warm spell, the snow can act as a dam and cause flooding.
3. The City will allow you to dump your snow on City-owned property at the west end of the 3i Parking Lot or southwest corner of Forest Park Lake. Please notify the Street Superintendent at 276-1270 if you plan to dump at either location.

SNOW AND ICE PLAN

City of Garden City
Public Works

General Policy and Goal:

The City's Policy is to keep major streets, steep hills and controlled intersections passable by removing snow and sanding to counter the effects of ice build-up. The primary goal is to keep main arterials passable for public transportation and emergency vehicles. The secondary goal is to clear snow and control ice on all other arterials, collectors and steep sloped streets for general public use as quickly as possible. Depending on wind conditions during snowfall, the Director of Public Works or designated representative may defer full mobilization until the storm passes.

Prioritization:

The City has over 121 miles of streets to maintain. While it is desirable to provide the highest level of service to all streets included in the system, the budget and manpower level of the Street Department will not allow this. Therefore, priorities are divided into two categories based upon traffic volume and importance to the safety and welfare of the community.

Primary Routes (Arterials and Collectors): See Appendix A, Maps 1-3.
Streets serving the hospital, fire stations, law enforcement facilities, downtown and business street plazas.

Secondary Route: See Appendix A, Map 5.
Streets around schools and residential areas.

Streets are plowed and salted/sanded based on the following priorities:

1. Primary Routes (Arterials and Collectors)
2. Controlled Intersections, Critical Areas, Steep Hills, Drifting and Icing Conditions
3. Secondary Routes - Schools
4. Non-Critical Residential Areas
5. Special Requests

SNOW AND ICE PLAN

City of Garden City

Public Works

Level of Service:

Level of service describes the City's intent as to how the winter maintenance effort will be directed. The assignment of levels of service to the street system is related to the ability to provide winter maintenance operations and the needs of each street based upon expected winter average, daily traffic volumes, weather conditions, temperature ranges, and special circumstances such as local service demands (recreational facilities, industrial areas, commercial areas, etc.) and their importance as major traffic routes.

Level 1: Primary Routes "see Appendix A, Maps 1, 2 & 3" (Emergency Snow Routes – see Appendix A - Map 4)

Plowing and ice control begins when snow depths reach two inches (2") with continual snowfall. Operations will continue for the duration of the storm. Plowing will terminate when the snowfall stops and accumulation is less than or equal to three inches (3"). Equipment will continue for ice control depending upon conditions.

Level 2: Secondary Routes "see Appendix A, Map 6".

Plowing and ice control begins when snow depths reach two inches (2") with continual snowfall. Operations will continue for the duration of the storm. Plowing will terminate when the snowfall stops and accumulation is less than or equal to three inches (3"). Equipment will continue for ice control depending upon conditions. **Plowing will not begin until primary routes and public safety areas have been cleared.**

Level 3: Non-Critical Residential Streets/Requests

Plowing and ice control begins when snow depths exceed six inches (6") or major drifting problems occur. Equipment will continue for ice control on requests. **Plowing will not begin until primary routes, public safety areas and secondary routes have been cleared.**

NOTE: Non-emergency special requests shall not be given priority over the planned schedule unless directed by a medical emergency.

SNOW AND ICE PLAN

City of Garden City

Public Works

Storm Watch:

The purpose of the storm watch is to prevent an excessive time lapse between the recognition of storm conditions and the initiation of proper control procedures. The watch also provides a center for calls from other agencies and the public concerning abnormal street conditions, which develop after normal working hours.

During working hours, the storm watches will be conducted by the Street Superintendent or designated representative. After normal working hours, the storm watch will be transferred to the Police Department. When warranted by deteriorating conditions, the Police Department Dispatcher will notify the Public Works Director or designated representative. At this point, the storm watches will be transferred to the Street Department personnel and will remain there until the Police Department Dispatcher is notified. Police Department Dispatcher shall contact Street Department personnel under the following circumstances, as a minimum:

- Icy streets or intersections,
- Snowing accumulation of one inch (1") with continual snowfall,
- Blowing and drifting conditions.

It is imperative that the Public Works Department be notified as soon as possible after deteriorating conditions are noted. The Street Department's on-call personnel will personally respond to minor problems such as isolated icing or drifting. The on-call personnel will notify the Street Superintendent if assistance is required. The Street Superintendent, during their watch, will notify the appropriate Parks Superintendent or designated representative when conditions warrant.

Mobilization:

The Street Superintendent will mobilize personnel at their discretion and to the extent that conditions dictate. **During blizzard conditions, removal activities may be deferred until the blizzard abates, or removal activities may be modified as conditions allow.** However, the priority plowing routes will be followed to the greatest extent possible. Partial mobilization for salt/sand spreading may occur when ice, sleet, or moderate snow causes streets, intersections and hills to become slippery.

SNOW AND ICE PLAN

City of Garden City
Public Works

Shifts:

The Street Department uses a shift system that divides employees into three equal teams. Each team is assigned a shift with a team leader. The shifts are used only during snowstorms and follow-up snow removal.

Major storms requiring continuous plowing will require relief for operators. Operators should not operate a plow continuously for more than a six (6) hour shift without a 30-minute break. Operators shall not work more than a 16-hour shift within a 24-hour time frame.

Training:

In-house training and regional workshops will be provided to all employees involved in the Snow and Ice Control Plan.

Contracting:

Most snow and ice control will be performed by City crews; however, it may become necessary to request assistance from outside forces. The decision to utilize outside assistance will be made by the Director of Public Works or designated representative.

Communications:

A two-way radio mounted in each snow removal vehicle is another valuable winter maintenance tool. Proper use of the radio provides for the reassignment of units, when necessary, and aid to disabled vehicles and maintenance units. Operators can keep supervisors informed of road conditions and provide all units with a running commentary of the storm's progress. Operators shall follow established policy regarding the use of two-way radios.

Safety:

The adverse conditions of winter place all drivers in abnormal situations. Road surfaces can be slippery, visibility limited, accidents are numerous, and almost everyone is impatient. Despite these problems, the street maintenance worker must travel the same slippery streets while performing their work. Crewmembers must utilize special driving skills to avoid colliding with stalled or disabled vehicles. The potential for an accident is extremely high and the care and adeptness displayed by the operator is crucial. Accidents cause additional delays in treatment of the street surface.

SNOW AND ICE PLAN

City of Garden City
Public Works

Winter maintenance requires nighttime use of plows, loaders, and heavy equipment. Extra care must be used by all concerned to overcome the problems produced by the reduced visibility created by nighttime operation. Time is important, but undue haste may create an accident, which will cost more than the lost time and may also result in injury. A steady pace, which allows all operators sufficient time to perform their tasks properly, is safer and will prove to be more economical in the end. All operators should be critical observers of performance and not let unsafe practices or situations develop or continue.

The personal health of crewmembers is extremely important during winter operations. Dedicated employees often attempt to work while fighting off the effects of head colds. Most of the cold medication currently used can reduce alertness or reaction time. If an employee shows indications of impairment due to medication, the employee should be sent home and a substitute used. Manpower and equipment schedules must have contingency plans to cover absences due to illnesses and other causes.

Employees should also be cautioned to be aware of their personal limitations and not to exceed them. Long hours of demanding work will exact a toll and the price paid for an error in judgment may be extremely high.

Snow Control Procedures:

The service level usually dictates the depth of snow accumulation when plowing operations should begin. Streets with high traffic counts will tolerate less snow build-up than streets with lower traffic counts. Since the streets are plowed by the same trucks that do the sanding, snow is allowed to accumulate to two inches (2") before plowing operations begin.

Plowing will continue throughout the storm as needed to keep the accumulation on the street surface less than the service level criteria. Heavy storms will require occasional passes on the shoulders or parking lanes as possible, to provide enough room to store the snow. Operations are repeated until the storm stops and the street surface is cleared.

All operators should study and drive their routes before the plowing season begins. Obstacles and other roadside items should be mentally noted. In these areas, reduced plowing speeds are in order to prevent or minimize damage caused by the snow thrown from the plow. Areas with minimal right-of-way behind the curb should also be noted. Lower speeds in these areas will help reduce throwing snow on private property.

SNOW AND ICE PLAN

City of Garden City
Public Works

The City of Garden City's Policy is to plow snow towards the side of the street except for the downtown area, which will be windrowed to the center of the street. Care should be taken to minimize the blocking of driveways and burying sidewalks. All operators must remember that they are traveling with traffic, subject to the same requirements as the traffic, and that snowplows do not have any special privileges. Operators must obey all traffic laws including speed limits, adjusting speed for deteriorated conditions, stop signs, traffic signals, etc. Since City Policy is to plow snow towards the side of the street, operators find it necessary to use the center turn lane on multiple lane streets as a continuous travel lane in order to clear the lane.

All streets will be cleared using the plows in tandem or triple operation with each plow moving the plowed snow closer to the side of the street. Trucks running together will operate at a proper distance between them to allow for braking. The public is advised to pass with caution.

Ice Control Procedures:

The object of ice control is to provide a safe pavement surface for traffic by preventing the build-up of loose or hard packed snow and ice on the pavement. Ice control also includes the removal of any build-up that occurs with an application of abrasive materials such as salt/sand or the application of deicing chemicals.

The following general guidelines apply to the use of ice control material:

1. Apply material as soon as possible after the snowfall starts and after plowing.
2. Start ice control early in a storm to prevent snow from sticking to the pavement. After the storm, when plowing has been completed, reapply as necessary.
3. Add chemicals for temperatures below 20 degrees Fahrenheit to assist the salt/sand mixture (Mixture is 1: 3, Salt : Sand). Do not apply during blowing and drifting snow.

Salt Reaction (varies with temperatures):

1. With temperatures between 25 to 32 degrees melting is good.
2. With temperatures between 20 to 25 degrees melting is moderate to poor.
3. With temperatures below 20 degrees melting is poor to none without additives.

SNOW AND ICE PLAN

City of Garden City
Public Works

Snow Removal:

After plowing operations are completed, piles of snow obstructing parking lanes, intersections, drainage systems, downtown and parking lots are loaded, hauled and dumped using the plow trucks. The snow is disposed of on City property located at the west end of the 31 Parking Lot or the southwest corner of Forest Park Lake. The City will allow private dumping of snow at the same locations. In some cases, removal involves spreading out the snow and allowing the traffic to assist in the melting process.

Snow Fence:

The Street Department is responsible for placing and removing snow fence at various locations. The Street Superintendent is responsible for determining locations and gaining approval for placement from the property owner. Snow fences should be checked periodically to evaluate their effectiveness. In general, snow fences will be installed by October 31 of each year and removed in May or June.

Snow Emergency Routes

The severity of the snowstorm indicates whether the snow emergency routes (Ordinance – Section 86-38, “see Appendix C-1”), will be utilized. During a snowstorm, when there is two inches (2”) of accumulation accompanied by continued snowfall and/or with the forecast for more snowfall in the immediate future, all vehicles and trailers are prohibited to park on Snow Emergency Routes, which are designated by signs. Vehicles and trailers parked along designated Snow Emergency Routes are subject to fines and/or towing, since the vehicles impede emergency traffic and the snow removal process.

Emergency Routes: “see Appendix A, Maps 4”

Campus Drive; Fleming Street; Main Street, north from Kansas Avenue;
Taylor Avenue; Mary Street; Kansas Avenue; Fulton Street;
Fourth Street (Fulton Street to Kansas Avenue);
Main Street (River Bridge to Kansas Avenue);
Downtown between 8th to 7th (Chestnut Street, Laurel Street, and Pine Street);
Downtown (8th Street, Fulton Street to Walnut Street);
Downtown (7th Street, Fulton Street to Spruce Street);
Downtown (Stevens Avenue, Pine Street to 8th Street).

SNOW AND ICE PLAN

City of Garden City

Public Works

Sidewalks:

The City has an Ordinance (Section 78-9,"see Appendix C-2) requiring the owner or occupant of any lot or parcel of ground adjoining or abutting upon any public street or public way within the City wherein a sidewalk is located, to remove from such sidewalk all snow and ice accumulations, in a manner to allow for the safe and unimpeded travel of pedestrians.

Public Parking Lots and Sidewalks:

Parks Department personnel are responsible for clearing sidewalks and parking lots for all City owned property. The Parks Department snow removal priorities are:

1. City Hall parking lots and sidewalks.
2. City Hall drive thru window (ice melt).
3. The Train Depot.
4. Downtown Parking lots and sidewalks.
5. Steven's Park sidewalks.
6. Finnup Park parking lots and sidewalk.
7. Park sidewalks (Wildcat, Lions, Rotary, Scout, Santa Fe, Wiley, Forest Lake Park, Ayala, and Willowbrook).
8. A. Harold Long Park Walking Trail.
9. Talley Trail.
10. Wiley Park Walking Trail
11. Finnup Park Walking Trail
12. Kansas Avenue Walking Sidewalk Trail.
13. Utility site sidewalks: Kansas & Fourth Street Strip, Third & Johnson Electric Substation, Garfield Strip, Main & Kansas Water Tower, Spruce & J.C. Electric Substation, Eleventh & Campbell Well house and Electric Substation, Campus & Mary Water Tower, Campus & Harding Electric Substation, and Zerr Strip.
14. Assist other departments.

SNOW AND ICE PLAN

City of Garden City
Public Works

Work Schedule during a Snowstorm (Sidewalks/Parking Lots):

<u>Type of Storm</u>	<u>Start Time</u>	<u>Locations</u>
Trace of snow or minor ice storm	7:00 a.m.	Exclude 8 - 12
Minor snow (1 – 3 inches accumulation)	4:00 a.m.	Do 1-11
Major snow (3"+ snow accumulation)	As Required	Do 1-13

Special Requests for Street Plowing:

Citizens who want to inform the Street Department of unsafe locations or who have special requests for street plowing should contact the Street Department at 276-1270. Requests will be logged and handled in person during normal working hours. The Street Department receives a large number of special requests during and after each storm.

Priority Schedule:

1. Response to emergency situations shall be immediate.
2. Non-emergency special requests will be responded to as quickly as possible depending on equipment availability and the number of special requests.
3. Multiple calls from the same general area will also be an indication of a problem area.
4. **However, special requests shall not be given priority over the planned route schedules and priorities unless directed otherwise by a higher authority.**

Special Requests by Senior Citizens and the Handicap:

The Street Department recognizes that our community has elderly and handicapped citizens who may need assistance with snow removal on private property and adjacent sidewalks. It is the intention of the Street Department to assist these individuals on a "request only" basis. Citizens requesting assistance should call the Street Department and give their name and address. Response to special requests will be made as quickly as possible after a snowstorm has ended. **However, special requests shall not be given priority over the planned route schedules and priorities unless responding to an emergency situation.**

SNOW AND ICE PLAN

City of Garden City

Public Works

Coordination:

The Public Works Department coordinates its snow removal activities with those of Finney County, Kansas Department of Transportation and USD 457. Both the County and the State have equipment yards in Garden City. Both agencies plow and treat City streets as their equipment travels to and from their yards. This assistance is extremely valuable, and is concentrated on arterials and collectors. USD 457 will be notified by Public Works Department when plowing operations begins on the secondary routes.

Revised:	November	1997
Revised:	November	2000
Revised:	November	2001
Revised:	November	2004
Revised:	October	2012

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas

this _____ day of _____, 2012.

SNOW AND ICE PLAN
City of Garden City
Public Works

Appendix A

1. Primary Routes

Team One **Map 1**
(Snow Emergency Route marked in red)

Team Two **Map 2**
(Snow Emergency Route marked in red)

Team Three **Map 3**
(Snow Emergency Route marked in red)

Emergency Snow Routes **Map 4**

Primary Routes Composite **Map 5**

2. Secondary Routes Schools **Map 6**

3. Non-Critical Street Routes **Map 7**

4. Composite of All Snow Routes **Map 8**

Garden City Snow Route

	Primary Route
	Team 1 Snow Route
	Emergency Turn Around
Points of Interest	
	Fire House
	Hospital
	Police Station
	Post Office
	Schools
	Garden City

Plows toward the side with a triple plow operation team.

Lane Miles - 64.06 miles

Appendix A-1, Map 1



Garden City Snow Route

Primary Route
Team 3
Snow Route
 3

Points of Interests

-  Fire House
-  Hospital
-  Police Station
-  Post Office
-  Schools
-  Garden City

Plows toward the center
 with tandem graders
 Lane Miles - 12.30 miles

Appendix A-3, Map 3



Garden City Snow Route

Primary Route

Emergency Snow Route

— Emergency

Turn Around

Points of Interest

-  Fire House
-  Hospital
-  Police Station
-  Post Office
-  Schools

 Garden City

Plows toward the side with a triple plow operation team.

OR

Plows toward the center with tandem graders

Lane Miles - 82.92 miles

Appendix A-4, Map 4



Garden City Snow Route

Primary Route

All Teams

Snow Route

- Team 1
- Team 2
- Team 3

Turn Around

Points of Interest

- Fire House
- Hospital
- Police Station
- Post Office
- Schools
- Garden City

Plows toward the side with a triple plow operation team.

OR

Plows toward the center with tandem graders

Lane Miles - 107.42 miles

Appendix A-5, Map 5



Garden City Snow Route

Secondary Route

Snow Route

Secondary

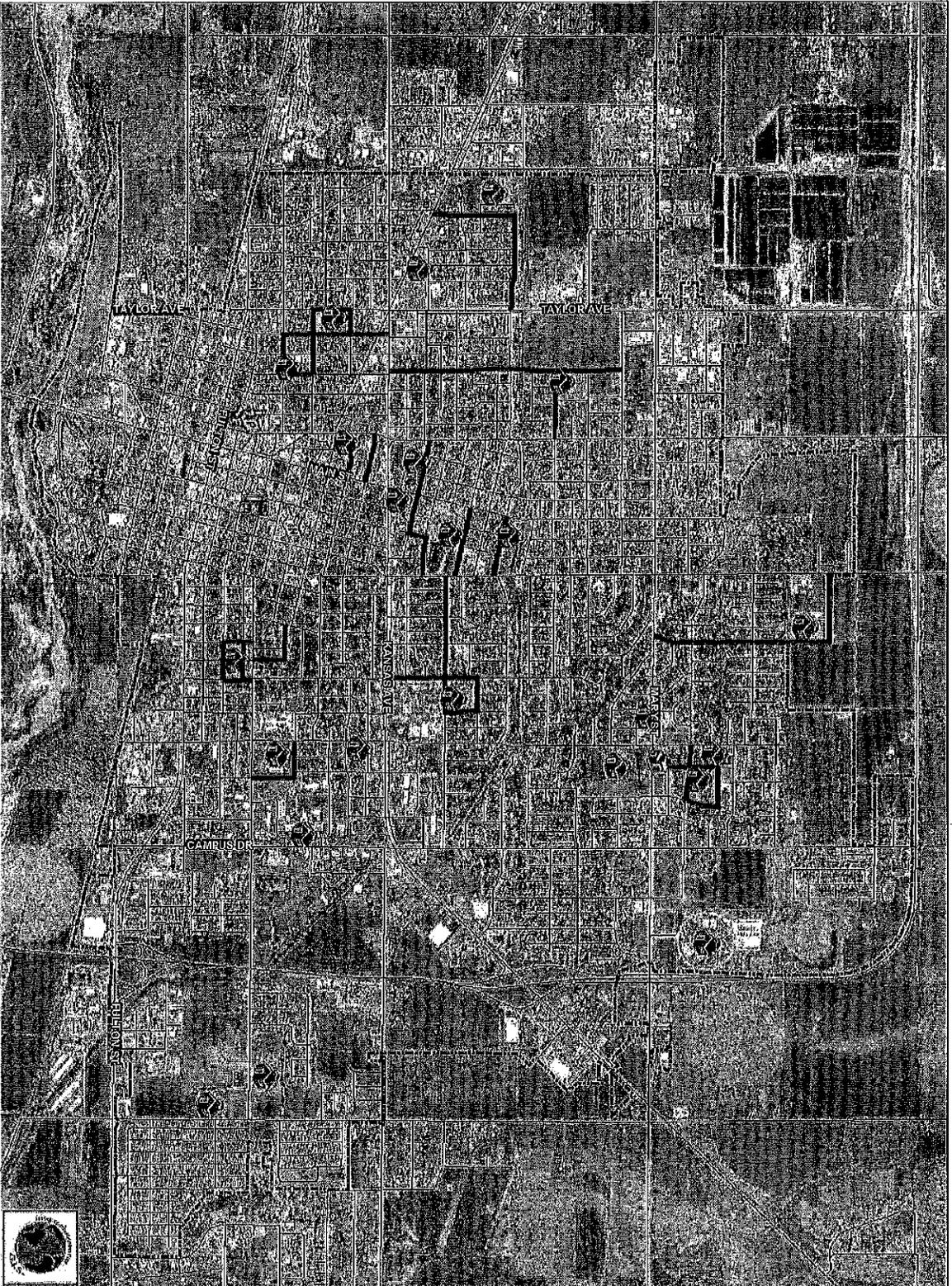
Points of Interest

-  Fire House
-  Hospital
-  Police Station
-  Post Office
-  Schools
-  Garden City

Plows toward the side.

Lane Miles - 8.23 miles

Appendix A-6, Map 6



Garden City Snow Route

Non-Critical Route

Snow Route

Residential*

Points of Interest

-  Fire House
-  Hospital
-  Police Station
-  Post Office
-  Schools
-  Garden City

Plows toward the side.

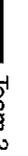
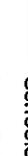
Lane Miles - 10.96 miles

*Not a scheduled route
(Only when equipment
is available)

Appendix A-7, Map 7



Garden City Snow Route

	All Routes
	Snow Route
	Team 1
	Team 2
	Team 3
	Turn Around
	Schools
	Non-Critical*
Points of Interests	
	Fire House
	Hospital
	Police Station
	Post Office
	Schools
	Garden City

Lane Miles - 126.40 miles

*Not a scheduled route
(only when equipment
is available)

Appendix A-8, Map 8



SNOW AND ICE PLAN

City of Garden City
Public Works

Appendix B

1. City Manpower & Equipment
2. Operation Priorities & Equipment Sales
3. Snow and Ice Control Checklist

SNOW AND ICE PLAN

City of Garden City
Public Works

Appendix B-1

City Manpower:

Director of Public Works
Street Superintendent
Traffic Tech II
Parks Superintendent
Solid Waste Supervisor
Fleet Manager

The Street Department personnel provide the core of the snow fighting team. They are assisted by the following Public Works Divisions:

1. Solid Waste
2. Traffic
3. Fleet
4. Parks

Parks Department is responsible for City owned properties: parking lots, parks, and sidewalks.

Fleet Maintenance is on duty to do repair work on equipment and assist in snow removal.

City Equipment:

<u>Description</u>	<u>Street Quantity</u>	<u>Parks Quantity</u>	<u>Utility Quantity</u>
Dump Trucks	6		1
11' Plows	6		1
6-Ton Spreaders	3		
3-Ton Spreaders	2		
One Ton Trucks	2	3	
Graders	2		
Loaders	2		1
Bobcats	2	1	
Tractors with Buckets	2	1	

SNOW AND ICE PLAN

City of Garden City

Public Works

Appendix B-2

Operation Priorities:

A. Primary Routes – Level One (1)

- Route 1** Three Plow Trucks w/Two Spreaders
 One 3-Yard Loader
 Plow Truck (Kansas Ave.) – Water Department
- Route 2** Three Plow Trucks w/One Spreader
 One 3-Yard Loader – Waste Water Department
- Route 3** Two Graders
 One 3-Yard Loader

B. Secondary Routes – Level Two (2)

- Routes** Water Department
 a. Schools
 b. Residential Areas

Additional Routes Primary Equipment when Available

C. Non-Critical Residential Streets/Requests – Level Three (3)

Additional Routes Primary/Secondary Equipment when Available

Equipment Sales:

Street Department keeps a current list of contact names of area implement dealers for rental equipment, parts and repairs.

SNOW AND ICE PLAN

City of Garden City
Public Works

Appendix B-3

Snow and Ice Control Checklist:

1. Type of storm, date, time, etc.
2. Was equipment ready to go?
3. Did we have enough people when we needed them?
4. Were we able to contact them?
5. How much overtime occurred?
6. Do we have snow maps? Have they been updated? When?
7. Do we have a snow removal plan? Has it been updated? When?
8. Do crewmembers know the snow removal policy and procedures?
9. Were area assignments clear?
10. Were all parties informed of their duties and responsibilities?
11. Did we define and plan for problem areas?
12. Were there coordination problems?
13. Were personnel properly trained to do their job safely for themselves and the traveling public?
14. Were spare parts on hand?
15. Was equipment properly allocated to areas and people?
16. Was equipment calibrated prior to the first need?
17. Were materials on hand?
18. Were stockpiles filled? Fluids available?
19. What went well? Why?
20. What problems did we have?
21. Could the problems been preventable?
22. Where were the problem areas - location, type (intersections, grades, drainage)?
23. Was this a typical winter storm? If not, worse or better?
24. Based upon last season's actions, is there a need for additional training?
25. Where can we improve?
26. Were there signage problems or intersection problems prior to the season?
27. If we were hit by a storm greater than normal could we have responded effectively?
28. Was there damage to City or public property? If so, could it have been preventable?

SNOW AND ICE PLAN
City of Garden City
Public Works

Appendix C

City Ordinances

- | | | |
|----|----------------------------------|---------------|
| 1. | Establish Emergency Snows Routes | Section 86-38 |
| 2. | Snow and ice removal (sidewalks) | Section 78-9 |

SNOW AND ICE PLAN

City of Garden City
Public Works

Appendix C -1

City Ordinances Sec. 86-38

Sec. 86-38. – Emergency Snow Routes.

- (1) *Declaration of snow emergency.* The city manager may declare a snow emergency: (a) whenever snow has accumulated in the city to a depth of two inches with more snow falling and/or the forecast for more snowfall in the immediate future, or (b) designated by the city manager or designee when, in the opinion of the city manager or designee, weather conditions warrant the designation of a snow emergency for the protection of the health, safety, and welfare of the citizens of the city. Once in effect, the provisions of this section shall remain in effect until the snow route has been plowed, snow is no longer accumulating; and the snow emergency has been terminated as provided herein. While the snow emergency is in effect, it shall be unlawful: (a) to park a motor vehicle or other personal property (vehicle) on any street designated an emergency snow route in subsection (4) of this section; or (b) to operate a vehicle on any emergency snow route in such manner or condition that the vehicle stalls and is unable to proceed.
- (2) *Notice of snow emergency by city manager; termination.* The city manager or designee shall cause appropriate notice of the designation of a snow emergency to be given through the local press, radio, and other media. The snow emergency shall be terminated by notice given substantially in the same manner as the snow emergency was declared.
- (3) *Removal of parked vehicles.* All vehicles parked on emergency snow routes must be removed before the snow on the route has accumulated to a depth of two inches or within one hour after notice of a snow emergency has been declared by the city manager or designee. Any vehicle parked on an emergency snow route after the depth of two inches or more has been reached may be ticketed and/or removed by a police officer to the nearest garage or other place of safety, and the vehicle may not be recovered until the towing and any storage charges are paid by the owner of the vehicle.

SNOW AND ICE PLAN

City of Garden City

Public Works

(4) *Emergency snow routes; establishment; signs.* The following streets are hereby established as emergency snow routes within the city:

- a. Campus Drive;
- b. Fleming Street;
- c. Main Street, north from Kansas Avenue, and south between Kansas Avenue and the river bridge;
- d. Taylor Avenue;
- e. Mary Street;
- f. Kansas Avenue;
- g. Fulton Street;
- h. Fourth Street (Fulton Street to Kansas Avenue);
- i. Downtown area, 8th Street to 7th Street on Chestnut Street, Laurel Street and Pine Street;
- j. 8th Street, between Fulton Street and Walnut Street;
- k. 7th Street, between Fulton Street and Spruce Street;
- l. Stevens Avenue, between Pine Street and 8th Street.

Upon passage of the ordinance codified in this section, appropriate signs shall be installed along each of the streets above designated an emergency snow route.

(5) *Penalty.* A violation of any of the provisions of this section is a class C offense, punishable as provided in section 1-8. In addition to any penalty provided by section 1-8, any person violating this section shall also pay to the city, any and all towing or storage charges incurred by the city as a result of removal of any vehicle.

SNOW AND ICE PLAN

City of Garden City
Public Works

Appendix C -2

City Ordinances Sec. 78-9

Sec. 78-9. – Snow and ice removal.

It shall be the duty of the owner or occupant of any lot or parcel of ground adjoining or abutting upon any public street or public way within the city wherein a sidewalk is located, to remove from such sidewalk all snow and ice accumulations, in a manner to allow for the safe and unimpeded travel of pedestrians.

SNOW REMOVAL SURVEY
27 AUGUST 2012

	HAYS	GREAT BEND	HUTCHINSON	LIBERAL	DODGE	LAMAR	LA JUNTA
RESIDENTIAL SNOW REMOVAL							
1 Do you remove snow in residential areas at the same time you plow primary routes? If yes, please proceed.	No Assist After	No Depth/Passable	No	No Repercussion	No If time allows	No During Secondary	No Assist After
2 If you plow residential streets, which way do you push the snow? 1 Windrow to the Middle 2 Push towards the Curb	One swipe down the middle	Don't plow	Don't plow residential unless it is deep	Don't plow residential unless it is deep	Towards curbs	Plow to the middle	Towards curb
3 If you plow in parked cars, who is responsible for digging out the car? Homeowner or City Crews	Homeowner Responsibility	Homeowner Responsibility Assist - case-by-case	Homeowner Responsibility Assist - case-by-case	Homeowner Responsibility Assist - case-by-case	Homeowner Responsibility	Homeowner Responsibility	Homeowner Responsibility After 10 complaint calls they stop doing residential areas.
4 If you plowed in driveways, who is responsible for cleaning the driveways? Homeowner or City Crews	Homeowner Responsibility	Homeowner Responsibility Assist - case-by-case	Homeowner Responsibility Assist - case-by-case	Homeowner Responsibility Assist - case-by-case	Homeowner Responsibility	Homeowner Responsibility Emergency for the elderly in need of medical care	Homeowner Responsibility
EMERGENCY SNOW ROUTES							
5 Do you have snow emergency routes? Are they signed? Do you restrict parking?	Yes, Yes, Yes Parking is restricted on Primary and Secondary Streets.	No, No, No Would like restricted parking	No, No, No	No, No, No	No, No, No	Yes, Yes, Yes	No, No, No
6 How does the emergency routes work? How do you initiate it?	City Manager Declares, Police Handles Enforcement	N/A	N/A	N/A	N/A	ICS (Mayor) Declares, Police Handles Enforcement	N/A

SNOW REMOVAL SURVEY
27 AUGUST 2012

SCHOOL SNOW REMOVAL		HAYS	GREAT BEND	HUTCHINSON	LIBERAL	DODGE	LAMAR	LA JUNTA
7	Do you plow snow around school facilities?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
8	If yes, when do you plow around the schools?	Completed with Secondary Routes	Completed with Primary and Secondary Routes	Assigned Truck Route (one truck)	Completed with Primary and Secondary Routes	Completed with Primary	Completed with Secondary Routes	Completed with Secondary Routes
9	What method of plowing is done around the schools? 1 Windrow to the Middle 2 Push towards the Curb	Towards Curb	Windrow & Removed	Towards Curb	Windrow & Removed	Towards Curb	Windrow & Removed	Towards Curb
10	Do you coordinate snow removal with the school district? How?	No We try not to cover up what the school has already removed.	No Timing Issue	No Try to be ahead of school district	No Difficult	Fall Meeting w/all entities	Yes School clear sidewalks first, school district notifies City on closures saves resources.	Yes Sometimes after the first snow.

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 26 September 2012

RE: 2012 GENERAL OBLIGATION BOND ISSUE

ISSUE

At the August 7th meeting, the Governing Body authorized the projects to be included in the 2012 GO Bond issue. Bond Counsel Mary Carson and Financial Advisor Chuck Bouly are working toward a bond sale on October 16th.

BACKGROUND

The 2012 and 2013 CIP projects that were approved for the 2012 GO Bond issue total \$925,000. The projects are the 2012 KLINK project on Main Street from Fulton to Kansas Avenue, the airport parking lot and additional funds for the elephant yard expansion.

Rather than the normal public bond sale, staff requests Governing Body consideration and approval of a negotiated sale. Since this issue is relatively small, we would save approximately \$8,000 by not going for a Moody's bond rating. Perhaps a more important reason to not proceed with a bond rating is the loss of a major employer in the county, BPI, which has received national attention; this in and of itself could lower our bond rating. Financial Advisor Bouly would negotiate the sale and hopefully a local bank would receive these funds for their portfolio.

The following items are presented for Governing Body consideration and approval.

- 1) An Ordinance authorizing the projects;
- 2) A Resolution offering the bonds for sale and approving the Preliminary Official Statement;
- 3) A Notice of Intent to Seek Private Placement of the Bonds.

ALTERNATIVES

- 1) Approve all items as presented.
- 2) Approve the ordinance and resolution, but require a public offering rather than the private placement.
- 3) Defer action until a later date, thereby postponing the bond sale.

RECOMMENDATION

Staff recommends Alternate No. 1 for Governing Body approval.



Engineering Department

Steven F. Cottrell, P.E.,
City Engineer

Alex L. Mestdagh, P.E.
Assistant City Engineer

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1130
FAX 620.276.1137
www.garden-city.org

FISCAL

The debt service requirement for this bond issue has been included in the 2013 budget.



A handwritten signature in blue ink that reads "Steve Cottrell".

**Engineering
Department**

Steven F. Cottrell, P.E.,
City Engineer

Alex L. Mestdagh, P.E.
Assistant City Engineer

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(Published in *The Garden City Telegram* on October 5, 2012)

ORDINANCE NO. ____-2012

AN ORDINANCE AUTHORIZING THE CITY OF GARDEN CITY, KANSAS TO CONSTRUCT CERTAIN MAIN TRAFFICWAY AND PUBLIC BUILDING AND STRUCTURES IMPROVEMENTS IN THE CITY AND AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY COSTS THEREOF.

WHEREAS, K.S.A. 12-685 to 12-690, inclusive (the “Trafficway Act”), authorizes the City of Garden City, Kansas (the “City”) to construct main trafficway improvements and to issue general obligation bonds of the City to pay costs of the improvements; and

WHEREAS, pursuant to Ordinance No. 2250 of the City passed on October 28, 2003 (Section 86-11 of the City Code), the City has designated Main Street within the City limits as a main trafficway or main trafficway connection as provided in the Trafficway Act; and

WHEREAS, the governing body of the City has determined it necessary to make the improvements to Main Street described in Section 1 of this Ordinance (the “Trafficway Project”) and provide funds to pay the cost thereof through issuance of general obligation bonds of the City as herein authorized; and

WHEREAS, K.S.A. 12-1736 *et seq.*, as amended, (the “Public Building Act”) authorizes the governing body of the City to acquire and construct, make repairs, reconstruct, remodel, replace, make additions to, furnish or equip any public building and to issue general obligation bonds of the City for such purposes; and

WHEREAS, the governing body of the City has determined it is necessary to authorize the public building and related structures improvements described in Section 1 of this Resolution (the “Public Building Project”) and provide funds to pay the cost thereof through issuance of general obligation bonds of the City as herein authorized.

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

Section 1. (A) Pursuant to the authority of the Trafficway Act and Ordinance No. 2250, the City authorizes the construction of the Trafficway Project as described below:

Main Street KLINK (KDOT Project # 50B-28 U-0110-01) – slurry seal and partial reconstruction with concrete pavement from Fulton Street to Kansas Avenue at a total estimated cost \$510,000.00, with estimated City share of \$310,000, with the balance of the costs to be paid by the Kansas Department of Transportation.

(B) Pursuant to the authority of the Public Building Act the City authorizes the construction of the Public Building Project as described below:

- (i) Terminal Area public parking lot expansion at the Garden City Regional Airport at an estimated cost of \$510,000; and
- (ii) Elephant yard expansion at the Lee Richardson Zoo at an estimated cost of \$105,000.

Section 2. General obligation bonds of the City, in an amount of \$925,000 are authorized to be issued under the Trafficway Act and the Public Building Act to pay the costs of the Trafficway Project and Public Building Project and all things necessary and related thereto, including costs of issuance. Temporary Notes of the City may be issued, to pay for a portion of the costs until the general obligation bonds authorized by this Ordinance may be issued. This Ordinance shall constitute a declaration of official intent pursuant to U.S. Treasury Regulation, §1.150-2.

Section 3. This Ordinance shall be in full force and effect from and after its adoption by the governing body of the City and publication one time in the official City newspaper.

PASSED AND APPROVED by vote of the governing body of the City of Garden City, Kansas on October 2, 2012.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
David D. Crase, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

RESOLUTION NO. ____-2012

A RESOLUTION OF THE CITY OF GARDEN CITY, KANSAS AUTHORIZING AND PROVIDING FOR THE UNDERWRITING AND OFFERING FOR SALE OF THE CITY'S GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2012-A IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$925,000.

WHEREAS, the City of Garden City, Kansas (the "City") has selected the firm of George K. Baum & Co., Wichita, Kansas (the "Underwriter") to underwrite approximately \$925,000 aggregate principal amount of the City's General Obligation Improvement Bonds, Series 2012-A (the "Bonds") to provide funds to pay the costs of certain public improvements authorized by the governing body; and

WHEREAS, the City desires to authorize the Underwriter to offer the Bonds for sale and take such other actions as are necessary to offer the Bonds.

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

SECTION 1. Authorization of Bond Offering. The Underwriter is authorized to proceed with offering for sale of the General Obligation Improvement Bonds, Series 2012-A in the approximate principal amount of \$925,000.

SECTION 2. Authorization Preliminary Official Statement and Official Statement. The Underwriter is authorized and directed to prepare or provide for the preparation of a Preliminary Official Statement for the Bonds. The Mayor is authorized to execute the Preliminary Official Statement on behalf of the City. The City hereby consents to and authorizes the Underwriter to use and publicly distribute the Preliminary Official Statement (but only in its entirety) to prospective purchasers of the Bonds. Upon a successful offering of the Bonds, the Underwriter is authorized to prepare or provide for the preparation of a final Official Statement by amending, supplementing and completing the Preliminary Official Statement and the City authorizes the execution of the final Official Statement by its Mayor or acting Mayor, with such changes and additions as such officer deems appropriate. The final Official Statement is authorized to be distributed to the public (in its entirety) in connection with the offering and sale of the Bonds.

SECTION 3. SEC Rule Compliance; Continuing Disclosure. To permit the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "SEC Rule") the Mayor or the City Clerk are authorized, if requested to do so, to certify that the City deems the information in the Preliminary Official Statement "final" as of its date except for the omission of information as permitted by the SEC Rule and to take such other actions as such officers find necessary to permit the Underwriter to comply with the SEC Rule. The City agrees that, on or before the date the Bonds are delivered, it will enter into a written undertaking to provide continuing disclosure about the City while the Bonds remain outstanding, if required by the applicable sections of the SEC Rule.

SECTION 4. MSRB Rule Compliance. The City has received written disclosure of a potential conflict of interest from the Underwriter, as required by rules of the Municipal Securities Rulemaking Board, with respect to the Underwriter's changing its role of financial advisor to the City to that of Underwriter for this bond issue and the City expressly acknowledges the receipt of such disclosure.

SECTION 5. Authorization of Additional Actions as Required. The Mayor, the City Clerk, the Underwriter and Triplett, Woolf & Garretson, LLC, as Bond Counsel, are each authorized and directed to take all such other actions as are necessary to complete the offering and issuance of the Bonds, including, but not limited to, the publication of a notice of intent to seek private placement as required by K.S.A. 10-106.

SECTION 6. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

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ADOPTED AND APPROVED by the governing body of the City of Garden City,
Kansas on October 2, 2012.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
David D. Crase, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

NOTICE OF INTENT TO SEEK PRIVATE PLACEMENT

\$925,000

CITY OF GARDEN CITY, KANSAS
General Obligation Improvement Bonds
Series 2012

Notice is hereby given that the City of Garden City, Kansas (the “Issuer”), proposes to seek a private placement of the above-referenced bonds. The maximum aggregate principal amount of the bonds shall not exceed \$925,000. The proposed sale of the bonds is in all respects subject to approval of a bond purchase agreement between the Issuer and the purchaser of the bonds and the passage of an ordinance and adoption of a resolution by the governing body of the Issuer authorizing the issuance of the bonds and the execution of various documents necessary to deliver the bonds.

Celyn N. Hurtado
City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF NUISANCE CONDITIONS FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-139 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

WHEREAS, the Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City, and

WHEREAS, the resident and/or owners of the private property at the address listed herein have been notified pursuant to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

SECTION 1. Ten (10) days after passage of this Resolution, and after notification of person in violation by one of the methods prescribed in Section 38-139, the Public Officer is hereby authorized to abate the following nuisance conditions:

- 2601 C-scrap lumber, misc junk, trash, litter, and debris on property*
- 1314 Bancroft-shredded cotton, tree branches, misc junk, trash, litter, and debris on property*
- 1001 N. 8th-mattress and box spring, trash, litter, and debris on property*

SECTION 2. The abatement costs incurred by the City shall be charged against the lot or parcel of ground on which the nuisance is located.

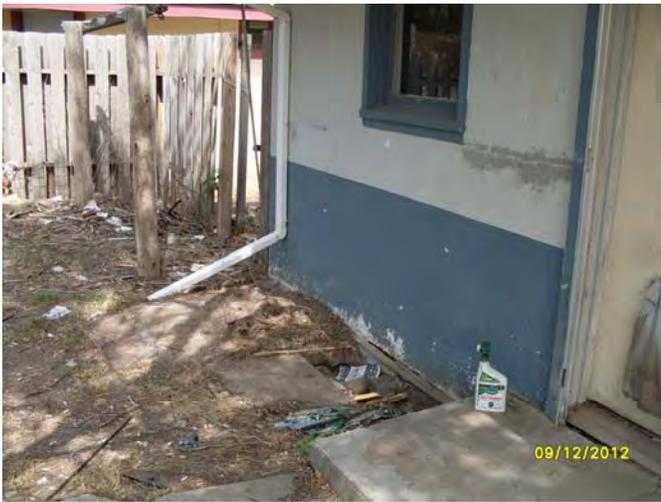
PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 2nd day of October, 2012.

David D. Crase, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

2601 C



1314 Bancroft





To: City Commission

Date: September 24, 2012

From: Cemetery Staff

RE: Cemetery Fees

CITY COMMISSION

DAVID D. CRASE,

Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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

Issue

With the increase in expenses, the Cemetery Staff is looking for more creative as well as traditional ways to increase departmental revenue. It is our desire to minimize the cemetery's impact on the general budget. The Cemetery Staff is currently providing services at a minimal charge and at no charge. These services as well as a few new ones can be provided at an equitable fee to the public. This will allow the cemetery to, at least, meet the expense for providing the service.

Background

The Cemetery Staff has researched regional cemetery fees and, in addition to the fees, we have evaluated the current cemetery services provided. With the information gathered, the staff feels that there is potential to promote additional revenue. After reviewing the data collected and taking into account the quality of facility the City of Garden City offers in this cemetery, the Cemetery Staff has developed the following proposals:

Alternatives

- A. Option "A" is the current rates and fees charged. Effective June 1, 2010 (See handout)
- B. Option "B" introduces new administrative fees along with additional fees for other services rendered. (See handout)
- C. Option "C" introduces new administrative fees along with additional fees for other services rendered. (See handout)
- D. Option "D" introduces new administrative fees along with additional fees for other services rendered. (See handout)

Recommendations

The Cemetery Staff recommends option "B". This option has an equitable as well as a substantial impact on the cemetery's revenue.

Fiscal Note

All options are calculated based on the fees charged and the revenue generated in 2011. The revenue generated was approximately \$111,500. Each option's estimated revenue increases are slightly conservative.

- Option "B" is estimated to provide a strong (20%) increase in revenue. (\$22,300)
- Option "C" is estimated to provide a strong (34%) increase in revenue. (\$37,910)
- Option "D" is estimated to provide a strong (47%) increase in revenue. (\$52,405)

OPTION "A"

CHARGES & FEES

Prices are subject to change without notice. - Effective 6/1/2010

Description of Fees	Fees
GRAVE SPACES	
Price Per Adult Grave Space	\$ 400.00
Price Per Half Space for Babies & Cremations (VVC Only)	\$ 200.00
Down Payment To Reserve (1) Grave Space with Purchase of 1 Space	\$ 50.00
Price Per Lot for Above Ground Mausoleums (VVC Only)	\$ 2,400.00
OPENING & CLOSING FEES	
Adult Grave Opening & Closing Fees	\$ 350.00
Baby Grave Opening & Closing Fees	\$ 250.00
Cremation Grave Opening & Closing Fees	\$ 150.00
Interment Services Set for After 3:30 PM on Weekdays (Mon – Fri.)	\$ 200.00
Interment Services made on Saturday or City Observed Holidays	\$ 200.00
Interment Services made on Sundays	\$ 300.00
MONUMENT SETTINGS	
Locate & Flag for Single or Double Foundation for Monuments or Mausoleum setting in Mausoleum Section	\$ 25.00
Relocate & Flag for Single or Double Foundation for Monuments or Mausoleum Setting in Mausoleum Section	\$ 20.00
Foundation, mounting, and placement of Government Marker by Cemetery Personnel	\$ 0.00
DISINTERMENT FEES	
Disinterment Fees for Adult & Children with Outside Container over 42"	\$ 800.00
Disinterment Fees for Baby with Outside Container under 42"	\$ 400.00
Disinterment Fees for Cremation	\$ 300.00

OPTION "B"

CHARGES & FEES

Prices are subject to change without notice. -

Description of Fees	Fees
GRAVE SPACES	
Price Per Adult Grave Space	\$ 450.00
Price Per Half Space for Babies & Cremations (VVC Only)	\$ 250.00
Down Payment To Reserve (1) Grave Space with Purchase of 1 Space	\$ 50.00
Price Per Lot for Above Ground Mausoleums (VVC Only)	\$ 4,050.00
OPENING & CLOSING FEES	
Adult Grave Opening & Closing Fees	\$ 450.00
Baby Grave Opening & Closing Fees	\$ 350.00
Cremation Grave Opening & Closing Fees	\$ 175.00
Grave Openings on Weekends and City Observed Holidays will be charged an ADDITIONAL	\$ 150.00
Grave Openings for cremations on Weekends and City Observed Holidays will be charged an ADDITIONAL	\$ 50.00
Funerals Arriving After 3:30 PM on Weekdays (Mon – Fri.) will be charged an ADDITIONAL	\$ 200.00
Interment Services made on Weekends or City Observed Holidays will be charged an ADDITIONAL	\$ 300.00
MONUMENT FEES	
Level Monument	\$ 50 - \$100
Monument Cleaning (dirt and bird manure)	\$ 40.00
Grout Monument	\$ 25.00
Bronze Marker Restoration	\$ 75 - \$ 125
Locate & Flag for Single or Double Foundation for Monuments or Mausoleum setting in Mausoleum Section	\$ 25.00
Relocate & Flag for Single or Double Foundation for Monuments or Mausoleum Setting in Mausoleum Section	\$ 20.00
Foundation, mounting, and placement of Government Marker by Cemetery Personnel	\$ 00.00
DISINTERMENT FEES	
Disinterment Fees for Adult & Children with Outside Container over 42"	\$ 900.00
Disinterment Fees for Baby with Outside Container under 42"	\$ 700.00
Disinterment Fees for Cremation	\$ 350.00
ADMINISTRATIVE FEES	
Quit Claim Deed / Transfer Fee	\$ 25.00
Duplicate Grant of Burial Rights	\$ 25.00
OTHER FEES	
Rental of Chairs and Box for Private Graveside Interments	\$ 35.00
Planting Layout	\$ 10.00
Planting (Bushes & Flowers)	\$ 25.00
Bush Trimming	\$ 40.00
Bush Removal	\$ 60.00
Tree Trimming	\$ 60.00
Tree Removal	\$ 100.00

OPTION "C"

CHARGES & FEES

Prices are subject to change without notice. - -----

Description of Fees	Fees
GRAVE SPACES	
Price Per Adult Grave Space	\$ 500.00
Price Per Half Space for Babies & Cremations (VVC Only)	\$ 300.00
Down Payment To Reserve (1) Grave Space with Purchase of 1 Space	\$ 50.00
Price Per Lot for Above Ground Mausoleums (VVC Only)	\$ 4,500.00
OPENING & CLOSING FEES	
Adult Grave Opening & Closing Fees	\$ 500.00
Baby Grave Opening & Closing Fees	\$ 400.00
Cremation Grave Opening & Closing Fees	\$ 200.00
Grave Openings on Weekends and City Observed Holidays will be charged an ADDITIONAL	\$ 150.00
Grave Openings for cremations on Weekends and City Observed Holidays will be charged an ADDITIONAL	\$ 50.00
Funerals Arriving After 3:30 PM on Weekdays (Mon – Fri.) will be charged an ADDITIONAL	\$ 200.00
Interment Services made on Weekends or City Observed Holidays will be charged an ADDITIONAL	\$ 300.00
MONUMENT FEES	
Level Monument	\$ 50 - \$100
Monument Cleaning (dirt and bird manure)	\$ 40.00
Grout Monument	\$ 25.00
Bronze Marker Restoration	\$ 75 - \$ 125
Locate & Flag for Single or Double Foundation for Monuments or Mausoleum setting in Mausoleum Section	\$ 25.00
Relocate & Flag for Single or Double Foundation for Monuments or Mausoleum Setting in Mausoleum Section	\$ 20.00
Foundation, mounting, and placement of Government Marker by Cemetery Personnel	\$ 00.00
DISINTERMENT FEES	
Disinterment Fees for Adult & Children with Outside Container over 42"	\$ 1000.00
Disinterment Fees for Baby with Outside Container under 42"	\$ 800.00
Disinterment Fees for Cremation	\$ 400.00
ADMINISTRATIVE FEES	
Quit Claim Deed / Transfer Fee	\$ 25.00
Duplicate Grant of Burial Rights	\$ 25.00
OTHER FEES	
Rental of Chairs and Box for Private Graveside Interments	\$ 35.00
Planting Layout	\$ 10.00
Planting (Bushes & Flowers)	\$ 25.00
Bush Trimming	\$ 40.00
Bush Removal	\$ 60.00
Tree Trimming	\$ 60.00
Tree Removal	\$ 100.00

OPTION "D"

CHARGES & FEES

Prices are subject to change without notice. - -----

Description of Fees	Fees
GRAVE SPACES	
Price Per Adult Grave Space	\$ 550.00
Price Per Half Space for Babies & Cremations (VVC Only)	\$ 350.00
Down Payment To Reserve (1) Grave Space with Purchase of 1 Space	\$ 50.00
Price Per Lot for Above Ground Mausoleums (VVC Only)	\$ 4,950.00
OPENING & CLOSING FEES	
Adult Grave Opening & Closing Fees	\$ 550.00
Baby Grave Opening & Closing Fees	\$ 450.00
Cremation Grave Opening & Closing Fees	\$ 225.00
Grave Openings on Weekends and City Observed Holidays will be charged an ADDITIONAL	\$ 150.00
Grave Openings for cremations on Weekends and City Observed Holidays will be charged an ADDITIONAL	\$ 50.00
Funerals Arriving After 3:30 PM on Weekdays (Mon – Fri.) will be charged an ADDITIONAL	\$ 200.00
Interment Services made on Weekends or City Observed Holidays will be charged an ADDITIONAL	\$ 300.00
MONUMENT FEES	
Level Monument	\$ 50 - \$100
Monument Cleaning (dirt and bird manure)	\$ 40.00
Grout Monument	\$ 25.00
Bronze Marker Restoration	\$ 75 - \$ 125
Locate & Flag for Single or Double Foundation for Monuments or Mausoleum setting in Mausoleum Section	\$ 25.00
Relocate & Flag for Single or Double Foundation for Monuments or Mausoleum Setting in Mausoleum Section	\$ 20.00
Foundation, mounting, and placement of Government Marker by Cemetery Personnel	\$ 00.00
DISINTERMENT FEES	
Disinterment Fees for Adult & Children with Outside Container over 42"	\$ 1,100.00
Disinterment Fees for Baby with Outside Container under 42"	\$ 900.00
Disinterment Fees for Cremation	\$ 450.00
ADMINISTRATIVE FEES	
Quit Claim Deed / Transfer Fee	\$ 25.00
Duplicate Grant of Burial Rights	\$ 25.00
OTHER FEES	
Rental of Chairs and Box for Private Graveside Interments	\$ 35.00
Planting Layout	\$ 10.00
Planting (Bushes & Flowers)	\$ 25.00
Bush Trimming	\$ 40.00
Bush Removal	\$ 60.00
Tree Trimming	\$ 60.00
Tree Removal	\$ 100.00

Burial Space Fees (Adult Only)

<u>City</u>	<u>Fee</u>
Liberal	\$360
Dodge City	\$450
Scott City	\$150
Colby	\$400
Lawrence	\$500
Deerfield	\$400
Newton	\$400
El Dorado	\$450
McPherson	\$300
Winfield	\$300
Salina	\$335
Pratt	\$250
Hays	\$250
Manhattan	\$400

ORDINANCE NO. _____-2012

AN ORDINANCE REGULATING USE OF CEMETERIES AND CEMETERY FEES IN THE CITY OF GARDEN CITY, KANSAS; AMENDING CODE SECTIONS 30-40 AND 30-87; REPEALING CURRENT CODE SECTIONS 30-40 AND 30-87; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. Section 30-40 of the Code of Ordinances of the City of Garden City, is hereby amended to read as follows:

Sec. 30-40. Weekend, holiday funerals.

No burial shall be made after 3:30 p.m. Saturday, on Sunday or on any city observed holidays except in unusual or extraordinary cases where immediate burial shall be required by public authorities. For any funeral arriving after 3:30 p.m. on Monday through Friday, a charge in the amount established in section 42-209 shall be paid to the city, in addition to any other charges authorized. For any weekend or holiday funeral a charge in the amount established in section 42-206 shall be paid to the city, in addition to any other charges authorized.

SECTION 2. Section 30-87 of the Code of Ordinances of the City of Garden City, is hereby amended to read as follows:

Sec. 30-87. Reopening and disinterment; reinterment; service charges.

- (a) The applicant for a permit to reopen any grave or to disinter or exhume any body buried in the cemetery shall pay to the city clerk the fee established in section 42-210.
- (b) When the permit holder proposes a reinterment in another lot in the cemetery, a fee shall be paid to the city clerk in the amount established in section 42-209, in addition to the disinterment fee established in section 42-210.

SECTION 3. Code of Ordinances Sections 30-40 and 30-87 as previously existing, are hereby repealed, to be replaced as specified in this ordinance.

SECTION 4. That this ordinance shall be in full force and effect November 1, 2012, and after its publication in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas,
the 2nd day of October, 2012.

DAVID D. CRASE, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

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ORDINANCE NO. _____-2012

AN ORDINANCE ESTABLISHING FEES FOR USE OF CEMETERIES IN THE CITY OF GARDEN CITY, KANSAS; AMENDING CODE SECTIONS 42-206, 42-208 AND 42-209; ESTABLISHING NEW CODE SECTION 42-210; REPEALING CURRENT CODE SECTIONS 42-206, 42-208 AND 42-209; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. Section 42-206 of the Code of Ordinances of the City of Garden City, is hereby amended to read as follows:

Sec. 42-206. Weekend or holiday funerals.

The fee required by section 30-40 is \$300.00.

SECTION 2. Section 42-208 of the Code of Ordinances of the City of Garden City, is hereby amended to read as follows:

Sec. 42-208. Lots and grave space prices and deposits.

(a) The prices referred to in subsection 30-80(a) for the sale of single grave spaces in the cemeteries are as follows:

- (1) For all adult grave spaces in Valley View Cemetery or Sunset Memorial Gardens Cemetery, the price shall be \$450.00 per grave space.
- (2) For half spaces for infants and cremations, at Valley View Cemetery the price shall be \$250.00.

(b) The city reserves the right to change the above schedule of prices at any time.

(c) The deposit required by subsection 30-80(b) is \$50.00.

(d) The price per lot for above ground mausoleums, at Valley View Cemetery, shall be \$4,050.00.

SECTION 3. Section 42-209 of the Code of Ordinances of the City of Garden City, is hereby amended to read as follows:

Sec. 42-209. Grave opening and closing charges.

The fees required by section 30-88 are as follows:

- (1) Opening and closing of adult grave: \$450.00, except that the fee shall be \$600.00 on a Saturday or Sunday, or a city-observed holiday.
- (2) Opening and closing of infant grave: \$350.00, except that the fee shall be \$500.00 on a Saturday or Sunday, or a city-observed holiday.
- (3) Ashes interment (cremated remains): \$175.00, except that the fee shall be \$225.00 on a Saturday or Sunday, or a city-observed holiday.
- (4) Fees not otherwise classified: Fees to be determined by cemetery sexton and to be computed on the basis of labor and services required, the minimum charge to be not less than \$50.00. These services do not include the erection and/or removal of graveside service equipment such as tents, chairs and the like placed and used at the grave site, and are deemed the responsibility of persons and/or firms other than the city.
- (5) Interment services set for after 3:30 p.m. on weekdays, Monday through Friday, an additional \$200.00.
- (6) Interment services set for a Saturday or Sunday, or a city-observed holiday, an additional \$300.00.

SECTION 4. New Section 42-210, of the Code of Ordinances of the City of Garden City, Kansas, is hereby added, to read as follows:

Sec. 42-210. – Reopening and disinterment charges.

The fees required by section 30-87 are as follows:

- (1) Disinterment of outside container 42 inches in size and larger: \$900.00.
- (2) Disinterment of outside container less than 42 inches in size: \$700.00.
- (3) Disinterment of cremation container: \$350.00.

SECTION 5. Code of Ordinances Sections 42-206, 42-208 and 42-209 as previously existing, are hereby repealed, to be replaced as specified in this ordinance.

SECTION 6. That this ordinance shall be in full force and effect November 1, 2012, and after its publication in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 2nd day of October, 2012.

DAVID D. CRASE, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

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Old Business



**Engineering
Department**

Steven F. Cottrell, P.E.,
City Engineer

Alex L. Mestdagh, P.E.
Assistant City Engineer

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1130
FAX 620.276.1137
www.garden-city.org

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 24 September 2012

RE: STATE THEATER

ISSUE

At your September 4th meeting, the Governing Body instructed staff to finalize a Request for Proposals for use of the State Theater. The accompanying document is presented for consideration and approval.

BACKGROUND

The City acquired the building in 1999. The Recreation Commission has looked at several concepts for reuse, but due to the significant costs involved, progress has not occurred. As we are currently in the RFP process for the American Legion, the Governing Body asked staff to prepare a RFP for the State Theater.

The proposed RFP is similar to the process used for the American Legion building. However, the time between the issuance of the RFP and the submittal date has been extended until December 13, as use of the building for something other than a theater would require significant remodeling and the extra time provided should be sufficient for more than preliminary analysis and estimating.

Another item for discussion is on page 5 – the environmental remediation. We could include a statement that we have funding, \$50,000, available for environmental remediation, which could be given or reimbursed to the selected party for their use on the building.

ALTERNATIVES

- ~~1) The Governing Body may direct staff to issue the RFP as presented or modified.~~
- 2) The Governing Body may defer action until a later date.

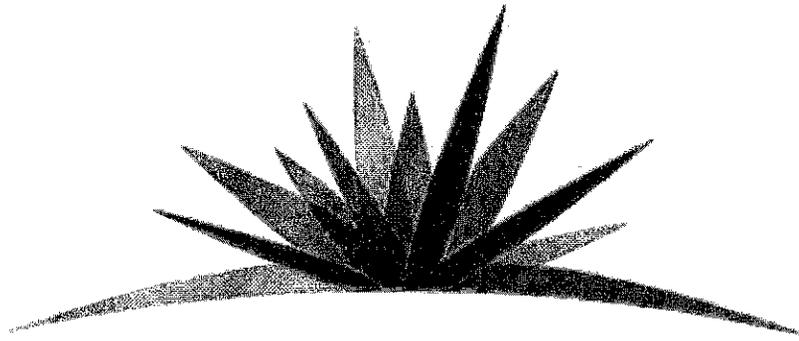
RECOMMENDATION

Staff requests direction from the Governing Body regarding this matter.

FISCAL

The fiscal impact to the City could be positive from revenue received from the sale of the property, and/or from the avoidance of further maintenance expense on the building.

Steve Cottrell



GARDEN CITY

— KANSAS —

**REQUEST FOR PROPOSALS
FOR USE OF THE
STATE THEATER BUILDING**

2012

STATE THEATER USE REQUEST FOR PROPOSALS

The City of Garden City is requesting formal proposals for the use of the State Theater building, 418 N. Main Street. Proposals will be received at the City Engineer's Office, 301 N. 8th Street, Garden City, Kansas, until 2:00 p.m., December 13, 2012. Presentations to the City Commission will then be scheduled in October.

The proposal documents may be obtained from the City Engineer's Office. The proposals will be evaluated by the City Commission. The City reserves the right to reject any or all proposals and to accept the proposal deemed to be in the best interest of the City. The documents are also available electronically. Email steve.cottrell@gardencityks.us for further information.

The public may also offer suggestions to the City Commission for use of the State Theater Building. Suggestions may be submitted to the City Engineer until 2:00 p.m., October 11, 2012.



Steven F. Cottrell, P.E.
City Engineer

STATE THEATER USE PROPOSAL GENERAL

The City of Garden City is requesting formal proposals for the use of the State Theater building, 418 N. Main Street. Proposals will be received at the City Engineer's Office, 301 N. 8th Street, Garden City, Kansas, until 2:00 p.m., December 13, 2012. Presentations to the City Commission will then be scheduled in January.

A calendar for Selection is contained herein. Minor variations may occur due to conflicts.

Specific information on the property follows. Additional requirements also follow.

Evaluation criteria may include, but are not limited to, the following factors:

- Character and type of use
- Financial capability to complete and operate the proposed use
- Timeline to complete the project
- Private financing vs. public financing
- Incentives requested
- Qualifications of the user and experience with the type of use proposed.

Contact the City Engineer's office, 620-276-1130, with questions about this process. Contact John Washington or Brian Seagraves, 620-276-1200, to access to the building.

The City reserves the right to reject any or all proposals and to accept the proposal deemed to be in the best interest of the City.

**CITY OF GARDEN CITY
STATE THEATER USE PROPOSAL
SELECTION PROCEDURE**

- A. INITIAL SUBMITTALS** *(8 hard copies & PDF or other electronic files)*
1. *Submittals* for ranking proposals
 - A. Written description of the proposed use with sufficient detail to convey the intent for building and property use
 - B. Identification of the major parties involved
 - C. Preliminary drawings Floor plan sketches with sufficient detail to convey the respondent's intent for building and property use
 - D. Waivers, if any, requested from City development policies and regulations
 - E. Method of financing the project
 - i. Proof of commitment of funding to complete and operate the proposed use
 - ii. Private v. Public funding
 - iii. Incentives requested such as –
 - a. Acquisition of the property
 - b. Waiver of permit fees
 - F. Projected schedule to complete the project *(specific dates are not required, use number of weeks or months)*
- B. INITIAL RANKING**
Depending on the number and quality of the Submittals received, the City Commission may rank the submittals and invite the top ranked to make presentations.
- C. PRESENTATIONS** *(8 hard copies & PDF or other electronic files of any new material or if different from initial submittal)*
- D. FINAL RANKING**
1. City Commission will re-rank submittals after presentations.
 2. The City reserves the right to reject any or all proposals and to accept the proposal deemed to be in the best interest of the City.
-
- E. LEASE/SALE**
If the selected proposal is not from within the City of Garden City government, the entity will be required to execute a long term lease. If the entity requires fee simple ownership of the property, a sales contract will be prepared, which will include a revision clause should the project not be started and/or completed within a specified timeline.

STATE THEATER BUILDING



Building History: the building was constructed in 1929 as a theater, and remained open for that function until December 1999, when the City acquired the property. The property includes the small storefront at 422 N. Main Street. Original building plans are not available, however we have some drawings, see attached, based upon building measurement.

Building Size: 10,000 ± Sq. Ft. total floor area

Seating Capacity: main auditorium – 411 seats with spaces for 94 additional
balcony – 86 seats with spaces for 11 additional
most of the additional seats are in storage

Handicap Access: The building is not currently ADA accessible. Restrooms are on the balcony level of the theater and in the basement of 422, which are accessible only by stairways.

Types of use:

- Non-profit use as a theater or playhouse
- For profit use as a theater or playhouse.
- For profit use consistent with existing Zoning.

Utilities:

Water – two 3/4" services on Main Street

Sewer – service at rear of building from alley

Electric – 400 amp, 3 phase service on east side of building.

Solid Waste – dumpster at rear of building

Gas – service at rear of building

Phone – service at rear of building

Cable TV – no service in building

Environmental: The City had the building evaluated for indoor environmental quality, asbestos and lead materials in 2009, copies attached.

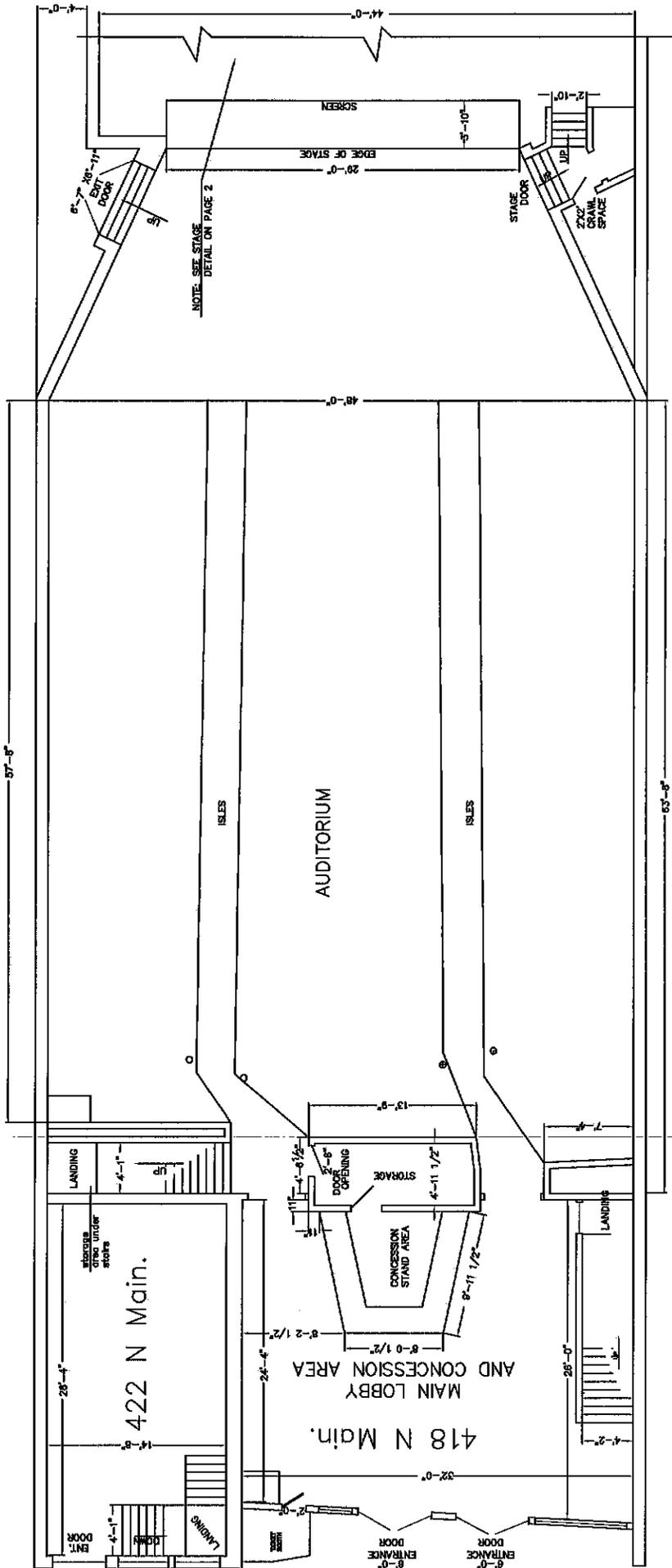
Current Zoning: C-3, Central Business, see attached.

Parking: The property does not have any reserved off street parking. Parking is available on street and at any City parking lot.

Floodplain: The site is not in the existing or proposed floodplain.

**STATE THEATER BUILDING USE PROPOSAL
SCHEDULE FOR SELECTION**

Advertise & distribute RFP	October 5, 2012
Submit Proposals, City Engineer's Office	December 13, 2012, 2:00 pm
Review and rank Initial Submittals – completed by	December 20, 2012
Schedule presentations to City Commission	December 26, 2012
Presentations to City Commission	January 8 <i>or</i> 22, 2013
City Commission decision	Jan. 22 or Feb. 5, 2013
Negotiate Lease/Sale	February, 2013
City Commission Approval of Lease/Sale	Feb. 19 or March 5, 2013



FIRST FLOOR PLAN

CITY OF GARDEN CITY	
STATE THEATER	
DATE	10/15/11
BY	J.A.P.
CHECKED BY	J.A.P.
SCALE	AS SHOWN
NO.	1

7 Dec 00
STC

**LIMITED PRE-REMEDIATION INVESTIGATION
FOR INDOOR ENVIRONMENTAL QUALITY
OF**

**THE STATE THEATRE
418 NORTH MAIN STREET
GARDEN CITY, KS 67846**

PREPARED FOR

**MR. KALEB KENTNER, PLANNING & COMMUNITY DIRECTOR
P.O. BOX 499
GARDEN CITY, KS 67846**

PERFORMED BY

**AMERICAN METROPOLITAN ENVIRONMENTAL, INC.
P.O. BOX 13196/2713 W. ESTHNER
WICHITA, KANSAS 67213**

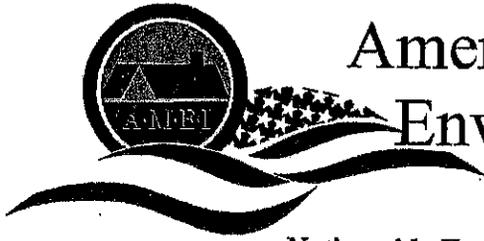
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APPENDIX A: PHOTOGRAPHS

Liability of Consultant

During the course of this evaluation, American Metropolitan Environmental Inc. relied upon certain information provided by the Client along with information gathered as a result of the inspections, surveys, the results of the study of the site, information gathered during the investigation by instrumentation, conversations with knowledgeable individuals associated with the subject site, the reports of analyses of samples obtained during the investigations, and the experiences of the investigator. AMEI shall not be held liable for the failure to discover any environmental condition which could not reasonably have been discovered through the use of the investigation means and processes employed by them and contracted for by the Client. In no event shall AMEI be held liable for the performance or nonperformance of its duties to the Client for an amount of damages in excess of AMEI fees. Our liability, if any, shall be actual damages only and shall not include any incidental or consequential damages. AMEI does not make any representations, expressed or implied, other than those contained in this report. AMEI does not agree to warrant that the subject property is free of all environmental problems, conditions or hazards.



American Metropolitan Environmental, Inc.

www.kansasmold.com

Nationwide Environmental Consulting Services Since 1995

November 24, 2009

Mr. Kaleb Kentner, Planning & Community Director
P.O. Box 499
Garden City, KS 67846

RE: Pre-remediation Indoor Environmental Quality (IEQ) Survey of The State Theatre, 418 North Main Street, Garden City, KS 67846.

Dear Mr. Kentner,

Per your request, a pre-remediation investigation was conducted on November 23, 2009 to focus on suspect fungal growth and the source(s) of the moisture accumulation at the above referenced property. No samples were collected at the property for the purpose of microbial identification; but samples were collected for the purpose for asbestos fiber identification and lead paint (the sample results are provided in a separate report). The investigation was conducted during daily activity and all observations and findings pertain to the day(s) on which the site's conditions were observed.

1.0 - INVESTIGATION

1.1 - Background Information

Concerns have been raised by the client regarding suspect fungal growth and the source(s) of the moisture accumulation at the above referenced property. A background investigation consisting of discussions with the client was conducted prior to and during the survey to obtain a comprehensive building history.

At the time of the inspection, it was disclosed by the client that the building was built in the 1920's and was a Dickenson Theatre prior to its closing in 1999. There is a proposal for renovating the building which has raised concerns about the proper removal and cleaning of the building materials due to the age of the property, water accumulation and the building being vacant with no environmental controls for several years.

1.2 - Visual Findings

Upon our limited inspection of the property, there was evidence of water accumulation in areas which did appear to have allowed some fungal growth to occur on building materials. Each area of the property that was examined during this limited inspection is detailed in the following sections:

Building 422-Main Level

- There was 12"x12" floor tile, textured wallpaper, and a drop ceiling with 2'x4' tiles and 2'x2' tiles installed.
- It appears that a water loss from plumbing above has affected the ceiling tiles, north wall and the floor tiles. The subfloor was visible due to the prior removal of some of the ceiling tiles and there was visible water damage and some fungal growth around a drain line that appears to be the source of the water loss. It is suspect that the plumbing leak may still require repair or replacement.
- There were ceiling tiles and floor tiles with visible water damage. Areas of the floor tile were loose and pulling away from the floor.

- There was visible water damage and fungal growth, including large fruiting bodies that correlate with the drain line above. With the use of the Protimeter® MMS Moisture Meter, there was 0.15a_w to 0.17a_w (*) measured in the accessible surfaces of building materials on the north wall up from the floor four (4) feet indicating that surfaces were damp at the time of this inspection. There was 0.93a_w to 1.00a_w (*) measured in the accessible surfaces of building materials on the north wall up from the floor six (6) inches that indicates the surfaces were saturated at the time of this inspection.
- There was visible water damage and fungal growth on the carpet tack strips along the north wall. In addition, there was 0.64a_w to 0.65a_w (*) measured in the accessible surfaces of the carpet tack strips on the north wall indicating the surfaces were wet at the time of this inspection.
- The carpet tack strips along the west wall between the door and stairway had visible water damage and fungal growth that appears to be the result of water accumulation through normal use of the door during rainfall.
- There was wall paneling installed on the east, south and west walls in a back office area that appeared to be in overall good condition with no visible water damage or fungal growth.

(*) Water activity or a_w is the measurement of available moisture on a material (a wood moisture equivalent of) that an organism can use to support growth; pure water is measured at 1.00a_w. Fungi will not usually continue to proliferate on wood building materials or cellulose surfaces at levels below 0.62a_w. Water activity levels present in building materials that are determined to be "dry" is approximately 0.07a_w to 0.15a_w which can roughly be translated to 7% to 15%. Please note: Moisture Content or MC is measured as a ratio between the weight of the water in a material compared to the weight of the material itself in a dry state; this ratio is stated as a percentage. The national average moisture content (MC) for many building materials is currently 8% (+/- 4%).

Building 422-Basement

- It was observed that there was carpet, a four (4) foot paneled wainscot with wallpaper from the wainscot to the ceiling.
- The staircase wood railing had visible white fungal growth that appears to be the result of high relative humidity due to no environmental controls operating.
- There was significant water damage and fungal growth on the building materials that appears to be from the plumbing leak observed on the main level.
- There was considerable (†) spalling observed on the walls that would be due to ground water intrusion.
- The wood surfaces, i.e. the doors, door casing, had visible fungal growth that appears to be the result of high relative humidity.

(†) Spalling is the deterioration of concrete or a brick's surface brought on by moisture. Spalling occurs when moisture gets into the concrete or brick and freezes which creates expansion. This expansion causes the surface of the concrete or brick to fall off and is visible by the appearance of chipping or flaking on the surface. The porosity and quality of the concrete or brick, and the climate have a significant impact on spalling.

Theatre-Foyer

- There was wallpaper installed over paneling with carpet flooring. There was a drop ceiling with 2'x2' ceiling tiles.
- Some of the ceiling tiles had visible water damage.
- Some sections of the wallpaper were pulling back but there was no visible fungal growth.

Theatre-Concession Stand

- It was observed that there was visible water damage and fungal growth on several areas of the cabinetry. It appears that the damage is from a drain line in the cabinets.

Theatre-Wash Room

- The room had sheetrock/drywall walls and concrete slab flooring.
- There was visible fungal growth on the ceiling above the sink.
- The sheetrock/drywall had visible fungal growth above and below the sink. There was a hole cut out for plumbing that allowed access to view the wall cavity. It was observed that the backside of the sheetrock/drywall common to the concession stand had visible fungal growth.

Theatre

- There was a concrete floor with carpet runners. The walls were concrete with a plaster finish. Along the west section there was a drop ceiling installed.
- There were some ceiling tiles with visible water damage and fungal growth.
- There were some visible water streaks that appear to be from water intrusion. Some water damage was observed along the top sections of the concrete walls with plaster coating.
- There was carpet wainscot on the walls that was water damaged in several areas.
- Along the east side of the room there was black painted plywood that appeared to be in good condition with no visible water damage or fungal growth.

Theatre-Back Stage

- It was observed that there were brick and mortar walls with a painted wood floor.
- There was a wood shelving cabinet that had visible fungal growth that appears to be from high relative humidity due to no environmental controls operating.

Theatre-Basement

- At the bottom of the stairs on the east wall there was visible light through a metal door hatch with water streaks visible on the concrete walls that is suspect water intrusion.
- There were four basement windows on the east wall that were in very poor condition that could be a source for water intrusion.
- The concrete walls throughout the basement had significant spalling.
- The bottom plate boards at grade with the concrete floor had water damage and visible fungal growth.
- There were several areas where the plumbing was missing that could be a source of water loss in the basement.
- There was heavy water damage to the ceiling.
- The wood shelves throughout the basement had considerable water damage and visible fungal growth.
- The fiberboard paneling throughout the basement had significant water damage.

Theatre-Balcony

- There was a concrete floor with a drop ceiling that had 2'x2' ceiling tiles installed.
- Some of the ceiling tiles had visible water damage.

Theatre-Men's Restroom: 2nd Level

- There was ceramic tile installed on the floor and on the walls from floor to ceiling.
- There was visible damage to some of the ceiling tiles.
- There was standing water in the collection tub for the hot water tank. Standing water is a particular concern for bacteria growth.

Theatre-Projection Room: 2nd Level

- It was observed that there were painted concrete walls with a plaster coating. The wall had significant spalling.
- The ceiling appeared to be in overall good condition with no visible water damage or fungal growth.

Theatre-Hallway: 2nd Level

- It was observed that there were painted concrete walls with a plaster coating that had significant spalling.

Theatre-West Office: 2nd Level

- The room had wall paneling installed with carpet flooring.
- The paneling appeared to be in overall good condition with no visible signs of water damage or fungal growth.
- Most of the ceiling tiles had been removed.

Theatre-Ladies Restroom: 2nd Level

- It was observed that there was water damage to the ceiling along the west wall and in the northeast corner.
- The window glass is broken and could be allowing water intrusion.

Theatre-Storage Closet: 2nd Level

- It was observed that there was painted concrete with a plaster coating except for the west wall had fiberboard installed. The flooring was painted wood floors.
- There was significant spalling on the north and east walls. The fiberboard on the west wall had heavy water damage.
- The paneled ceiling had considerable water damage.

It is highly recommended by American Metropolitan Environmental, Inc. that if any fungi contaminated and/or water damaged building materials are identified, the affected building materials should be cleaned and/or removed by trained, professional remediators as soon as possible incorporating recognized "state of the art" removal and/or cleaning methods according to the S520 Standards. All procedures should be conducted while incorporating appropriate personal protection equipment (PPE) and containment protocols.

2.0 - MOULD AND FUNGI

A damp environment in a building promotes the proliferation of mould. There are three key elements that constitute favorable conditions for the colonization of mould and fungus (microbial organisms): nutrients, moisture, and temperature. Uniquely enough, when it comes to temperature, some mould (fungi) species can even grow on ice. Moulds are most commonly found outdoors on decaying plants however, when mould spores are introduced into an indoor environment, it can grow rapidly under the proper conditions if the three key elements are present.

Indoor nutrient sources for mould growth can be any organic material provided by a flood or sewer backup, cellulose based materials present in the building such as carpet backing, linoleum backing, drywall paper, drop ceiling tiles, or the buildup of plant and/or animal debris on inorganic surfaces. Skin cell fragments are a significant food and colonizing source in the office buildings and private homes where high occupancy exists or adequate housekeeping is not performed.

Moisture sources in buildings occur most commonly as water leaks, sewer leaks, moisture intrusion through walls and foundation or as condensation in HVAC systems (EPA, Biological Pollutants in Your Home, 1997). Conditions under which indoor mould growth can occur include:

- Historical flooding without proper cleanup
- Moisture intrusion occurring through sub-flooring or walls
- Rainfall entering through leaky roofs
- Plumbing or water line leaks
- Toilet overflow or sewer backups
- Moisture condensation within HVAC systems and,
- Persistent elevated relative humidity above 62% and inadequate housekeeping.

Moulds colonize most readily when air disturbance is minimal. For this reason, mould colonization occurs most frequently in closed or concealed spaces such as closets, storerooms, basements, and refrigeration units, or on the back or underside surface of furniture. Fungi can cause the discoloration of materials, odor problems, deteriorate building materials, and lead to allergic reactions in susceptible individuals as well as other health problems.

Due to the abundant diversity of microorganisms found in the environment and the influence of normal humidity and temperature conditions, the concentrations of bioaerosols vary significantly from region to region. Generally speaking, the indoor air flora should be quantitatively lower than, but qualitatively similar (genus or species) to that of outdoor air.

"Exceptions are enclosed agricultural and other specialized environments (where indoor fungal concentrations may be much higher). Outdoor concentrations may exceed those measured indoors even where indoor fungal growth is obvious. If outdoor fungal concentrations are very high, indoor/outdoor concentrations ratios for total fungi may be low, even in the presence of significant indoor growth. On the other hand, outdoor fungal concentrations may be reduced during times of snow cover or other conditions that suppress the release of fungal spores from outdoor sources, at which times, indoor measurements may be higher than those outdoors even in the absence of significant indoor sources.

Finally, if the variability of the data is high (which is common), extensive sampling may be required to establish that two locations differ. The species of fungi found in indoor and outdoor air typically are similar if outdoor air is the primary source

for fungi in indoor air. Comparisons of the species compositions of indoor and outdoor populations requires accurate identification of fungal species not simply identification to the genus level" (Bioaerosols Assessment and Control, 1999, Section: 7.4.2.1).

While fungi are in their growth phase, they (moulds/fungi) emit a number of microbial volatile organic compounds (mVOCs) (musty odors) that can produce irritant reactions. Fungi particles (spore and fragments) primarily cause health problems when they enter the air stream and are inhaled in large numbers. Health effects attributed to mould exposure can range from runny nose, sneezing, and skin rashes to central nervous system problems including headache, inability to concentrate, and mood changes.

Many reasons account for a specific response, including general well being and health, sensitization, exposure concentrations, and pre-existing conditions, which are some factors to consider. For example an individual may be sensitized to one more genera of fungi. This means that a particular individual may respond more acutely to relatively small concentrations of fungi spores or microbe-induced gases (musty odors), than would someone who is not sensitized.

3.0 - PERMISSIBLE EXPOSURE LIMITS FOR BIOLOGICAL AGENTS

In the U.S., no federal agency has clear authority to regulate exposure to biological agents associated with Building Related Illnesses (BRI). Countable bioaerosols have no Permissible Exposure Limits (PEL) or Threshold Limit Values (TLV) for the following reasons: the culturable/countable bioaerosols have no single entry; the human response range varies greatly from one individual to the next; it is not possible to collect and evaluate all bioaerosols components using a single sampling method; and the information relating bioaerosols concentrations to health effects is generally insufficient to describe exposure response.

It is important to remember that everyone is exposed to bioaerosols throughout their lives because bioaerosols of one kind or another are ever-present in the indoor and outdoor environment. Above all, exposures to bioaerosols are virtually unavoidable in everyday life, so complete freedom from exposure is an unachievable goal. Nevertheless, health effects to humans from mould or fungi exposure in an indoor environment are documented, and it is a clear consensus, that damp/mould contaminated buildings are not healthy buildings.

4.0 - CONCLUSIONS & RECOMMENDATIONS

4.1 - Summary of Findings

In conclusion, a pre-remediation IEQ inspection was conducted the theater building at the request of the client(s) at the above referenced location, for the purpose of identifying suspect fungal growth and the source(s) of the moisture accumulation. However, it is important to note that a thorough inspection of the entire property was requested by the client(s) and therefore was performed by American Metropolitan Environmental, Inc. (AMEI) at this time. Therefore, the information provided in this report pertains only to the area(s) that were examined and the recommendations submitted for those area(s).

The inspection of the property did reveal areas of moisture accumulation that did allow fungal growth on the building materials. Several water source(s) were revealed during the inspection that included issues with the plumbing, water intrusion through the roof and window, ground water infiltration and evidence of high relative humidity.

Therefore, it is recommended that a licensed basement and foundation contractor should examine the exposed concrete foundation walls for any cracks, damage, etc. which could promote water intrusion and conduct all necessary repairs according to currently recognized standards so as to aid in the prevention of water intrusion from occurring.

A general contractor should examine the windows throughout the building and replace as needed to prevent water intrusion into the interior of the building. In addition, the metal hatch in the basement area should be examined and all necessary repairs or replacements be made to prevent water intrusion.

A licensed plumber should examine the plumbing throughout the building (i.e. supply, drain, water heater) and make all necessary repairs or replacements to prevent water loss or water accumulation.

The mechanical systems should be evaluated by a licensed mechanical contractor due to the age of the systems and current conditions of the systems to determine any repairs, replacements or cleaning procedures should be conducted. The boiler system, if functional, in the basement should be examined by a licensed mechanical contractor and any repairs, replacements, cleaning procedures or removal should be conducted as necessary.

In addition, all water damaged ceiling tiles throughout the buildings should be removed and discarded.

Starting in building 422 on the main level it is recommended that all water damaged ceiling tiles and carpet tack strips. All of the floor tile should be removed and discarded due to the amount of water damage. All of the layers of wall paper should be removed and discarded. The built out column on the north wall should be removed from the floor to the ceiling. The north wall should then be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores. The subfloor, above the ceiling tile grid, near the drain line should be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution and lightly sand as needed to remove fungal growth, residual debris, and mould spores.

In the basement of building 422 it is recommended that the carpet, carpet tack strips, and carpet padding be removed and discarded due to water damage. Remove and discard all wainscot, wallpaper and ceiling due to water damage and fungal growth. The doors, frame and casing can be salvaged but should be cleaned by HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores. Then all the surfaces should be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.

In the theater foyer it is recommended that the paneling be removed due to the difficulty of removing wallpaper from wood surfaces.

In the concession stand area it is recommended that the cabinets be removed and discarded due to water damage. The sheetrock/drywall on the east wall common to the sink in the wash room should be cut at the floor and going up four (4) feet starting at the door frame and continuing south approximately three (3) feet to remove fungal growth.

In the wash room it is recommended that the wash sink be pulled, cleaned and stored for later reinstallation. The sheetrock/drywall on the west wall should be removed from the floor up 4 (four) feet starting from the door and continue south approximately three (3) feet. The fungal growth on the ceiling near the exhaust fan should be cut and removed in a 2'x2' section.

In the theater the plaster coated walls should be wiped with a soap & water, TSP, or other approved detergent solution to remove residual debris, and mould spores.

In the theater basement it is recommended that the contents be evaluated for discarding. The wood shelving should be removed and discarded due to water damage and fungal growth. The fiber board panels should be removed and discarded that surround the evaporator coil room. The wood bottom plates that are at grade with the floor should be removed and discarded. The walls and floor can be cleaned with a vinegar and water solution to remove the efflorescence and any residual debris. The wood supports should be cleaned by HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution and lightly sanded to remove fungal growth, residual debris, and mould spores.

In the projector room the walls should be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution to remove residual debris due to the spalling on the walls.

In the ladies restroom it is recommended that the ceiling along the west wall and in the northeast corner be cut out and removed. The wallpaper should be removed that is installed above the ceramic tiles and the wall cleaned by HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.

In the storage closet it is recommended that the ceiling be removed and discarded.

At the completion of all remediation, cleaning, and restoration procedures, the HVAC unit(s) and the entire ductwork system at the property should be professionally cleaned in accordance with procedures described in published National Air Duct Cleaning Association (NADCA) document NADCA ACR 2006. New pleated HEPA filters or minimum MERV 8 rated filters should be installed in the HVAC unit(s) or return air registers to aid in the filtration of the indoor air.

Since health effects related to mould exposure are the same even if mould is dead, dormant, or living, the removal of contaminations is critical, as opposed to "treating" or "killing" and leaving in place. The action of the removal of the microbial growth and spores limits the health risks related to exposure because a dead spore can be just as allergenic as a live spore so "treating, fogging, encapsulating, or killing" and leaving the contamination in place is neither an acceptable practice nor a currently recognized procedure for competent remediation.

Remediation strategies are based on "how much" not "what color or type", so mould sampling is usually not necessary or even beneficial during a pre-remediation investigation; it is important to state that anytime fungi are visible, the contaminated areas should be remediated by removal and proper cleaning according to currently recognized guidelines and standards.

4.2 - General Recommendations

It is the opinion of AMEI that in all situations, the underlying cause of water accumulation and/or intrusion must be rectified or fungal growth will occur/reoccur. It is highly recommended to follow all of the recommendations provided in this report and general recommendations below that are applicable for each situation:

- Air filtration devices (i.e. air scrubber, negative air machines, etc.) should be operated during all removal and/or cleaning procedures to obtain a minimum of four (4) air changes per hour within the containment; the exhaust of the air filtration devices shall be discharged outdoors. However, if exhausting the unit(s) to the outdoors is not feasible, the air filtration devices can be discharged into a second unit and discharged into a room from the containment or work area.
- Mould contaminated building materials should be removed under proper containment to prevent cross-contamination and to maintain good indoor air quality throughout the rest of the building. Non-porous surfaces (i.e. concrete, vinyl, plastic, metal) can be cleaned using a mild soap solution or with a Trisodiumphosphate (TSP) solution (mild cleanser) or equivalent.
- The application of any necessary chemicals should be conducted according to FIFRA and IICRC S520-2008; Pages 47-48, Section 12.2.9 *Clean-up* and any other applicable standards.
- If additional mould growth or water damaged building materials are identified, removal of two (2') feet beyond the edge of the visibly damaged building material(s) should be performed.
- Sanding of fungi contaminated wood based building materials can be conducted as a remediation technique, but has the potential to release mould spores and wood dust and must be conducted in containment; additionally, the integrity of the wood can be compromised when the depth of the mould containment is significant.
- Should sanding occur, it should be done sparingly and only after other options have been proven impractical or impossible - do not sand on CCA (Chromated Copper Arsenate) treated lumber without proper PPE. See www.epa.gov/oppad001/reregistration/cca/cca_qa.htm for more information.
- At the completion of all remediation procedures, all surfaces within the containment should be thoroughly cleaned by HEPA vacuuming and/or wet wiping with a soap and water, TSP solution or other approved detergent solution to remove any residual dust or latent mould spores.
- At the completion of all remediation and cleaning activities, the HVAC unit(s) and the ductwork systems at the location should be professionally cleaned in accordance with procedures in published National Air Duct Cleaning Association (NADCA) document NADCA ACR 2006. New pleated HEPA filters or minimum MERV 8 rated filters should be installed in the HVAC unit(s) or return air registers after cleaning procedures to aid in the filtration of the indoor air.
- The goal of a remediation agenda should be removal of all microbial growth. The remediation process generally can be accomplished by physical removal of fungi contaminated materials and thorough cleaning techniques. The application of encapsulates generally serves no purpose that could not be accomplished using appropriate cleaning methods, based on material composition; therefore, the use of encapsulants shall not be conducted. (IICRC S520, Page 83, Paragraph 2).

5.0 - CONTAINMENT LEVELS DEFINED BY THE EPA

"Please note that [the following remediation recommendations] contain general guidelines. Their purpose is to provide basic information for remediation managers to first assess the extent of the damage and then to determine whether the remediation should be managed by in-house personnel or outside professionals." (*Mold Remediation in Schools and Commercial Buildings*, EPA 402-K01-001, March 2001).

- **LARGE** = Total surface area affected is greater than 100 ft² or potential for increased occupant or remediator exposure during remediation is estimated to be significant. Full containment and full PPE is recommended.
- **MEDIUM** = Total surface area affected between 10 ft² & 100 ft² where a limited containment and limited to full PPE is recommended.
- **SMALL** = Total surface area affected is less than 10 ft² where minimum PPE is recommended but no containment is required.

NOTE: To achieve a Condition I status in the work area, after demolition has been completed, it is important to clean it adequately by thoroughly removing dust, debris, fungal growth, and residual mould spores. It is highly recommended that cleaning of the surfaces within the work area should be conducted by cleaning from top to bottom, then the farthest point in containment or farthest away from the make-up air eventually ending near the air filtration device(s).

Area:	Level:	Recommendations:
General	N/A	<p>A licensed basement and foundation contractor should examine the exposed concrete foundation walls for any cracks, damage, etc. which could promote water intrusion and conduct all necessary repairs according to currently recognized standards so as to aid in the prevention of water intrusion from occurring.</p> <p>A general contractor should examine the windows throughout the building and replace as needed to prevent water intrusion into the interior of the building. In addition, the metal hatch in the basement area should be examined and all necessary repairs or replacements be made to prevent water intrusion.</p> <p>A licensed plumber should examine the plumbing throughout the building (i.e. supply, drain, water heater) and make all necessary repairs or replacements to prevent any water loss or water accumulation.</p> <p>All the mechanical systems (i.e. HVAC units) should be evaluated by a licensed mechanical contractor due to the age of the systems and current conditions of the systems to determine any repairs, replacements or cleaning procedures should be conducted. The boiler system, if functional, in the basement should be examined by a licensed mechanical contractor and any repairs, replacements, cleaning procedures or removal should be conducted as necessary.</p> <p>In addition, all water damaged ceiling tiles throughout the buildings should be removed and discarded.</p>

Area:	Level:	Recommendations:
Building 422	Large	<p>Personnel Protection Equipment (PPE) shall include HEPA filtered equipped respirators, protective clothing (Tyvek suits), eye protection, gloves, and any other equipment that may be necessary for this project; at the very minimum N-95 masks can be donned.</p> <p>Air filtration devices must be operated during all removal and/or cleaning procedures as detailed above in section <i>General Recommendations</i>.</p> <p><u>Main Level:</u></p>

	<p>All water damaged carpet tack strips should be removed and discarded.</p> <p>All of the floor tile should be removed and discarded due to the amount of water damage.</p> <p>All of the layers of wall paper should be removed and discarded.</p> <p>The built out column on the north wall should be removed from the floor to the ceiling.</p> <p>The north wall should then be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.</p> <p>The subfloor, above the ceiling tile grid, near the drain line should be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution and lightly sand as needed to remove fungal growth, residual debris, and mould spores.</p> <p>Basement: The carpet, carpet tack strips, and carpet padding should be removed and discarded due to water damage.</p> <p>Remove and discard all non structural building materials (i.e. wainscot, wallpaper ceiling) due to water damage and fungal growth.</p> <p>The doors, frame and casing can be salvaged but should be cleaned by HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.</p> <p>All the surfaces should be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.</p> <p>At the completion of all remediation procedures, all exposed surfaces in the entire containment should be "final" cleaned by a second HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.</p>
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Area:	Level:	Recommendations:
Building 418	Large	<p>Personnel Protection Equipment (PPE) shall include HEPA filtered equipped respirators, protective clothing (Tyvek suits), eye protection, gloves, and any other equipment that may be necessary for this project; at the very minimum N-95 masks can be donned.</p> <p>Air filtration devices must be operated during all removal and/or cleaning procedures as detailed above in section <i>General Recommendations</i>.</p> <p>Foyer: The paneling should be removed due to the difficulty of removing wallpaper from wood surfaces.</p> <p>Concession Stand: The cabinets should be removed and discarded due to water damage.</p>

		<p>The sheetrock/drywall on the east wall common to the sink in the wash room should be cut at the floor and going up four (4) feet starting at the door frame and continuing south approximately three (3) feet to remove fungal growth.</p> <p>Wash Room: The wash sink should be pulled, cleaned and stored for later reinstallation.</p> <p>The sheetrock/drywall on the west wall should be removed from the floor up 4 (four) feet starting from the door and continue south approximately three (3) feet.</p> <p>The fungal growth on the ceiling near the exhaust fan should be cut and removed in a 2'x2' section.</p> <p>Theater: The walls should be wiped with a soap & water, TSP, or other approved detergent solution to remove residual debris, and mould spores.</p> <p>Basement: The contents should be evaluated for discarding.</p> <p>The wood shelving should be removed and discarded due to water damage and fungal growth.</p> <p>The fiber board panels should be removed and discarded that surround the evaporator coil room.</p> <p>The wood bottom plates that are at grade with the floor should be removed and discarded.</p> <p>The walls and floor can be cleaned with a vinegar and water solution to remove the efflorescence and any residual debris.</p> <p>The wood supports should be cleaned by HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution and lightly sanded to remove fungal growth, residual debris, and mould spores.</p> <p>Projector Room: The walls should be cleaned by wet wiping with a soap & water, TSP, or other approved detergent solution to remove residual debris.</p>
		<p>Ladies Restroom: The ceiling along the west wall should be removed the entire length of the west wall and out three (3) feet. The ceiling in the northeast corner should be cut out and removed.</p> <p>The wallpaper should be removed that is installed above the ceramic tiles and the wall cleaned by HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.</p> <p>Storage Closet: The ceiling should be removed and discarded.</p> <p>At the completion of all remediation procedures, all exposed surfaces in the entire</p>

		containment should be "final" cleaned by a second HEPA vacuuming and/or wet wiping with a soap & water, TSP, or other approved detergent solution to remove fungal growth, residual debris, and mould spores.
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Area:	Level:	Recommendations:
HVAC Unit(s) & Ductwork	NA	<p>At the completion of all remediation, cleaning, and restoration procedures, the HVAC unit(s) and the entire ductwork system should be professionally cleaned in accordance with procedures described in published National Air Duct Cleaning Association (NADCA) document NADCA ACR 2006.</p> <p>New pleated HEPA filters or minimum MERV 8 rated filters should be installed in the HVAC unit(s) or return air registers to aid in the filtration of the indoor air.</p>

6.0 - REMOVAL REQUIREMENTS FOR CONTAMINATED BUILDING MATERIALS

1. Trained personnel should remove the contaminated building materials. Such persons should receive training on proper clean up methods, personal protection, and potential health hazards. This training can be performed as part of program to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1910.1200).
2. Respiratory protection using HEPA equipped respirator is mandatory in all applicable situations; in some situations, a minimum N-95 rated mask can be utilized. PPE which includes gloves, protective disposal clothing, and eye protection shall be worn as well during all cleaning procedures.
3. In areas of remediation and/or cleaning procedures, seal ventilation supply and return air ducts/grills in the work area and areas directly adjacent with plastic or tape to aid in the prevention of particulates from becoming entrained throughout the indoor environment and outside of containment.
4. The work area should be unoccupied and areas directly adjacent should be unoccupied if possible. Further vacating of people from spaces near the work area is recommended in the presence of infants (less than 12 months old), persons having undergone recent surgery, immune suppressed people, or people with chronic inflammatory lung diseases (e.g. asthma, hypersensitivity pneumonitis, and severe allergies).
5. Dust suppression methods by utilizing air scrubbers, negative air machines, or air filtration devices, shall be implemented and the discharge from the scrubbers shall be exhausted outdoors. Operate air scrubbers continuously while cleaning or any removal activity is in progress and a minimum of 24 to 36 hours after all remediation activities are completed.
6. All contaminated building materials that cannot be properly cleaned should be removed from the location in sealed plastic bags or covered with sheet plastic and properly disposed of; currently there are no special, Federal, or Local requirements for the disposal of mould contaminated building materials.
7. All movable hard items in the areas of remediation, such as hard wood furniture, lamps, tables, etc, should be HEPA vacuumed and/or cleaned with a disinfectant, soap and water solution or Trisodiumphosphate (TSP) solution. Once cleaned, they should be dried and stored if necessary in a clean, dry environment until the completion of remediation activities. All clothing items and other porous items with visible mould growth, in the areas of containment(s) should be discarded or professionally cleaned as required for each item if possible.
8. The work area and all surrounding areas should be thoroughly "final" cleaned by HEPA vacuuming and/or wet wiping with a soap and water, Trisodiumphosphate (TSP), or other approved detergent solution to remove any residual fungal growth, debris, and/or mould spores.
9. At the completion of mould remediation activities, a comprehensive visual assessment of each work area should be conducted by the individual/contractor prior to the dismantling or moving of any containment(s) for verification of cleanliness. However, a final clearance (i.e. visual investigation, samples collected if requested,

etc.) should be conducted by a certified third party after air filtration devices have operated for a minimum of 24 to 36 hours after the completion of all remediation activities.

10. "The remediation manager's highest priority must be to protect the health and safety of the building occupants and remediators" (EPA-Mould Remediation in Schools and Commercial Buildings, 2001).

NOTE: American Metropolitan Environmental, Inc. strongly recommends that remediation contractors review the following documents: "Bioaerosols Assessment and Control" (1999) by the ACGIH, the IICRC S500 "Standard and Reference for Professional Water Damage Restoration" (2006), IICRC S520 "Standard and Reference Guide for Professional Mould Remediation" (2008), and the EPA document "Mould Remediation in Schools and Commercial Building."

7.0 - LIMITATIONS

American Metropolitan Environmental, Inc. has performed the tasks set forth above in a thorough and professional manner consistent with current recognized industry standards. American Metropolitan Environmental, Inc. cannot guarantee and does not warrant that this limited assessment has revealed all possible adverse environmental conditions affecting the site.

During the performance of this project, American Metropolitan Environmental, Inc. performed activities and prepared this report for the exclusive use of the client in evaluating certain environmental issues. American Metropolitan Environmental, Inc. assumes no obligation to advise you of any changes that may later be brought to American Metropolitan Environmental, Inc. attention.

The findings provided in this report are limited to the observed conditions, as stated herein, and found to exist at the time and date of the inspection. If no intrusive or destructive activities (i.e. removing fixtures, moving furniture, cutting into wall cavities, etc.) were requested or approved by the client during the investigation, or requested in the client's scope of services, conditions hidden from observation may be different than represented in the report.

American Metropolitan Environmental, Inc. agrees the report is confidential, and its contents will not be disclosed to third parties without the express written permission from the client(s).

This report shall not be duplicated, copied, edited or redistributed without the expressed written or verbal consent of American Metropolitan Environmental Inc.

If you have any questions please feel free to call at (316) 942-6323.

Respectfully,

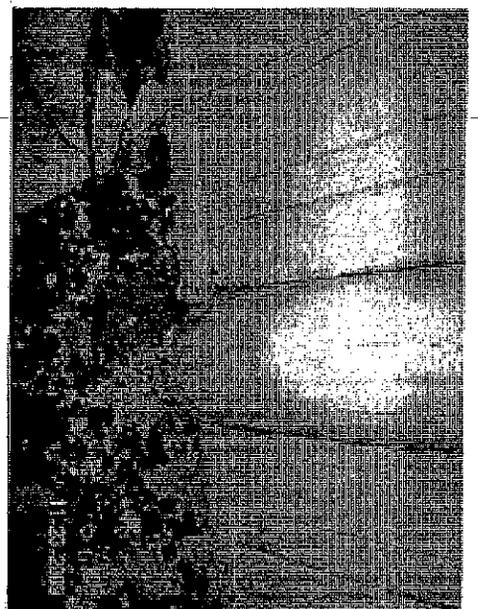
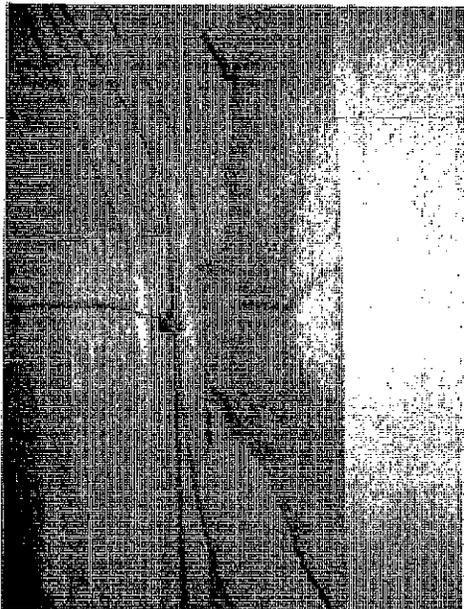
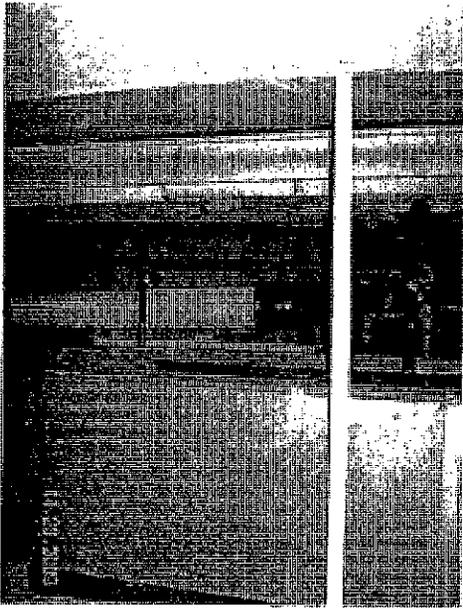
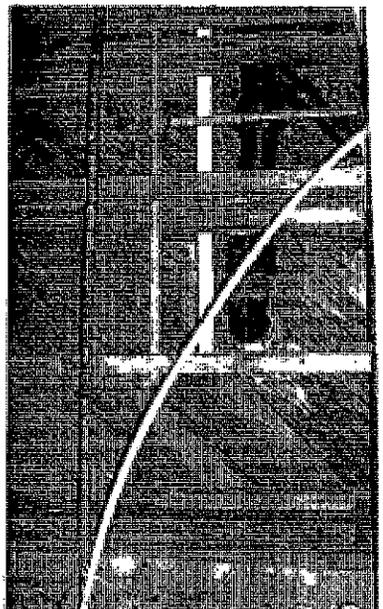
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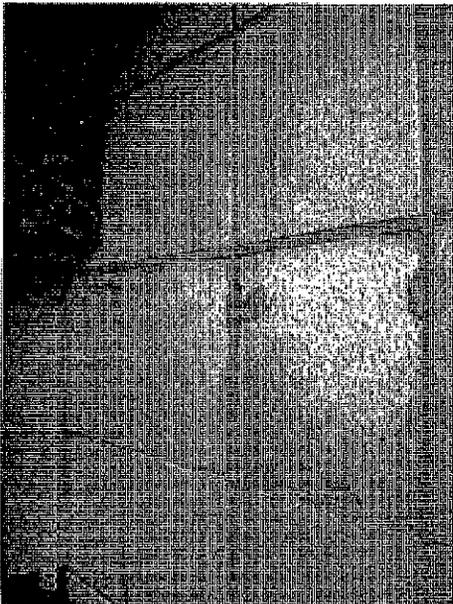
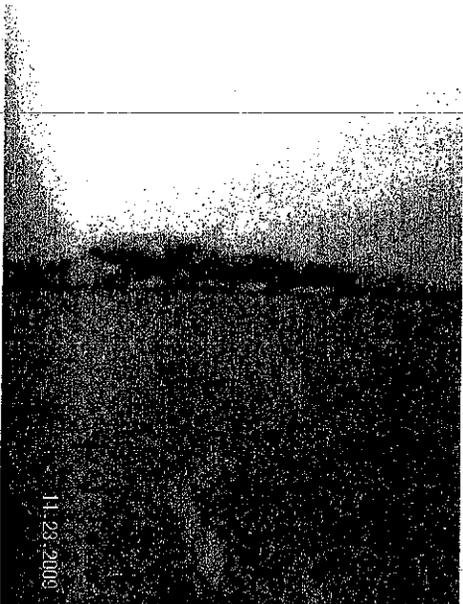
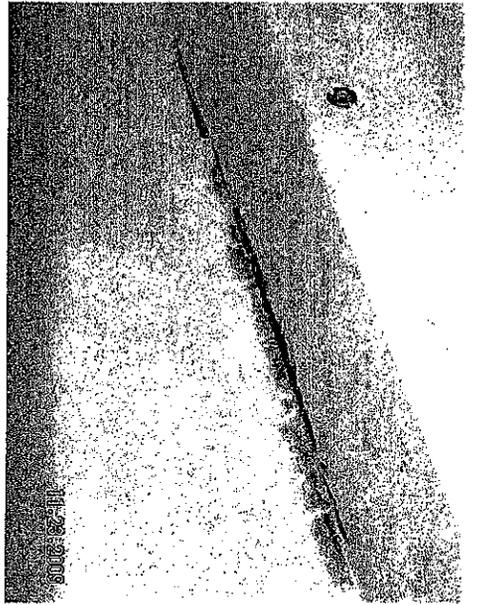
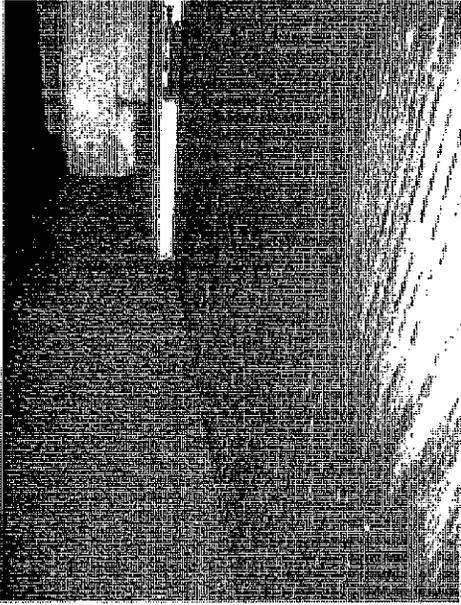
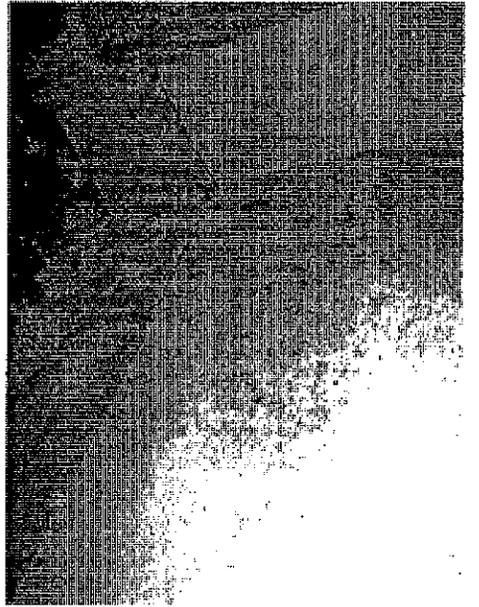
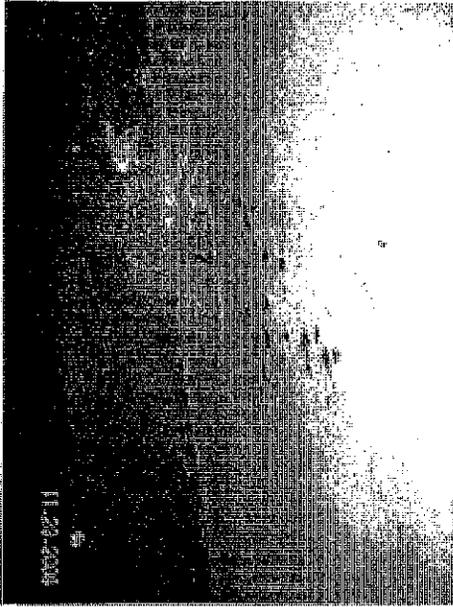
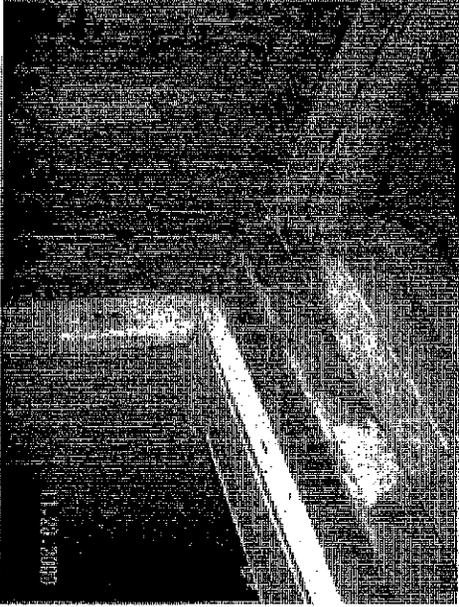
Marlene Bishop, CIB
Environmental Technician

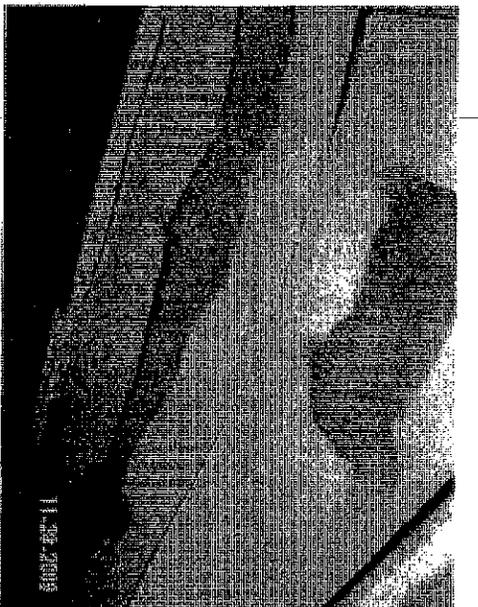
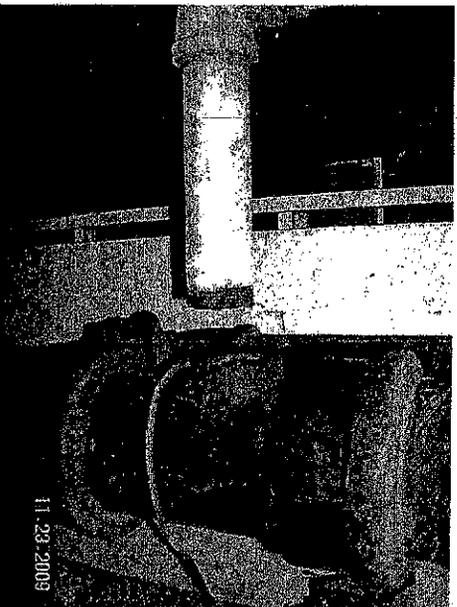
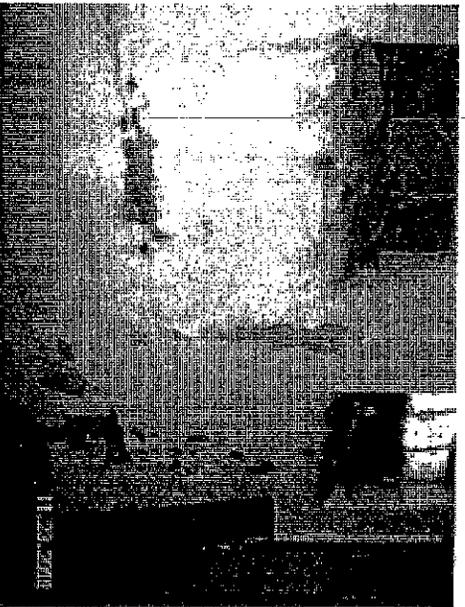
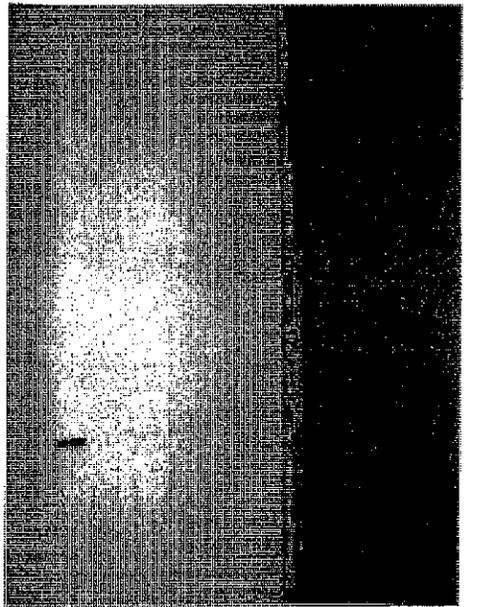
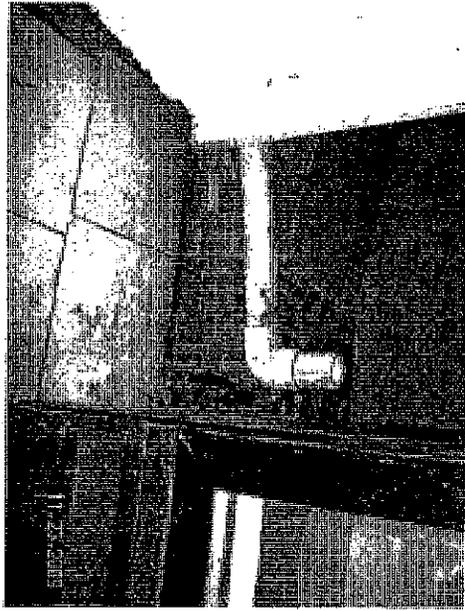
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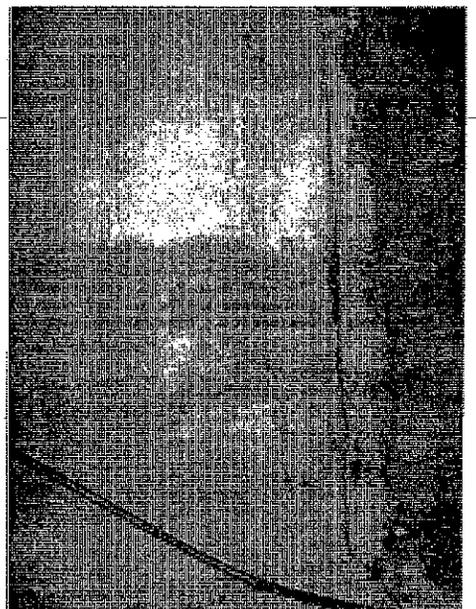
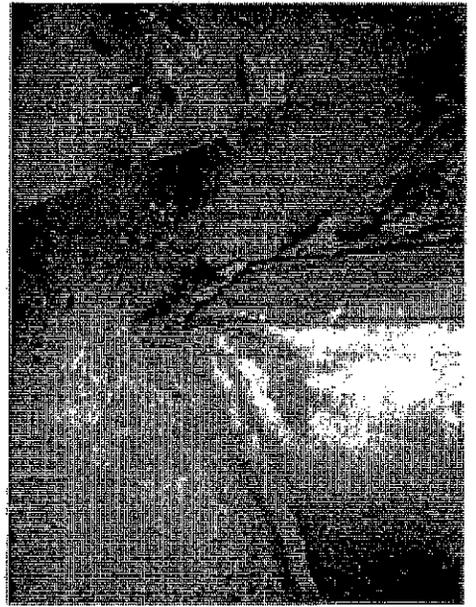
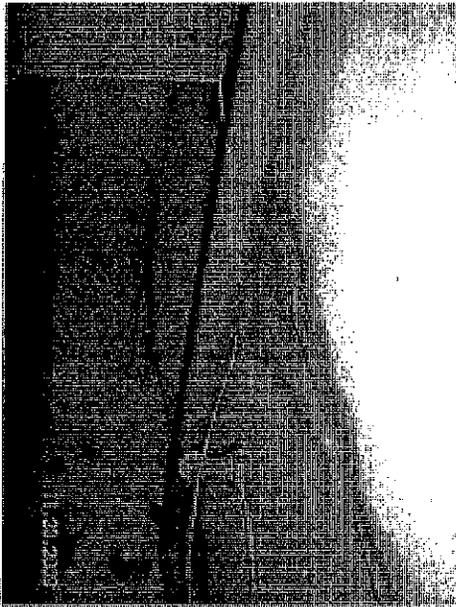
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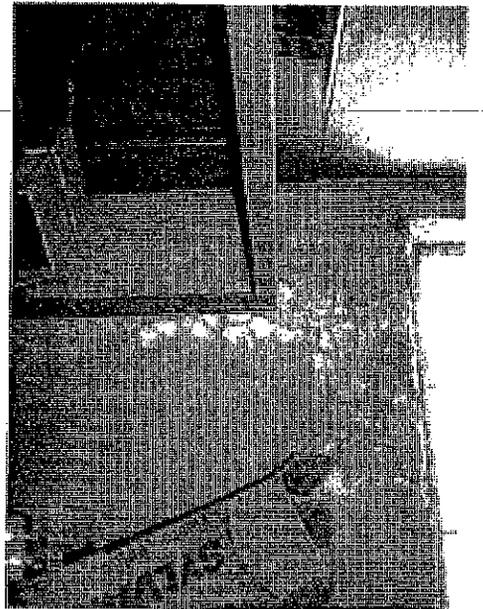
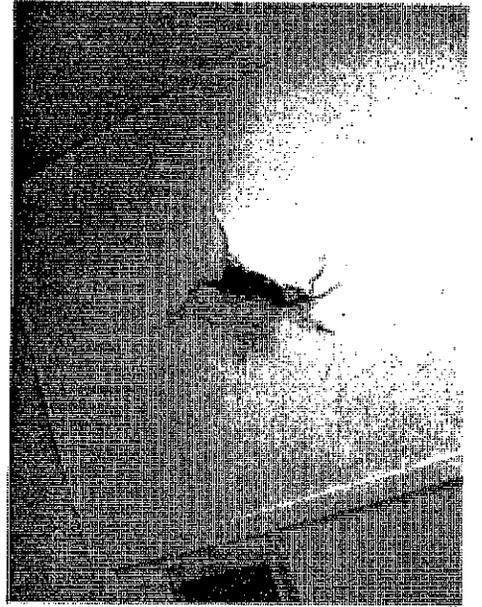
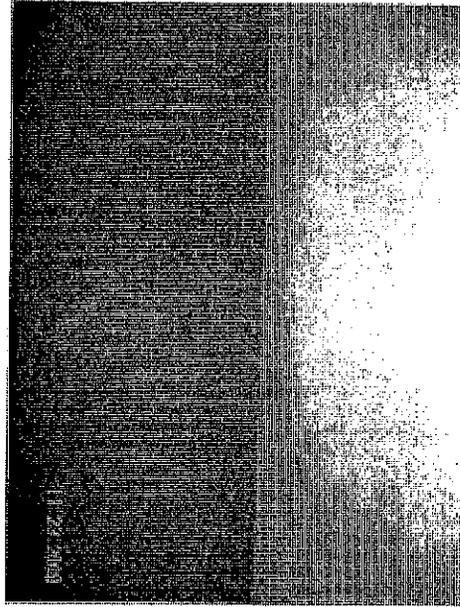
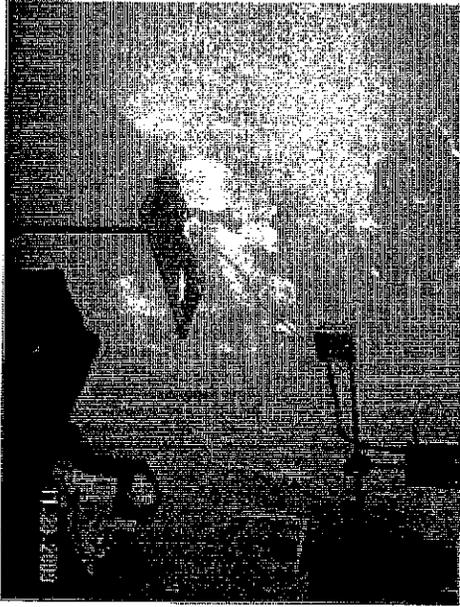
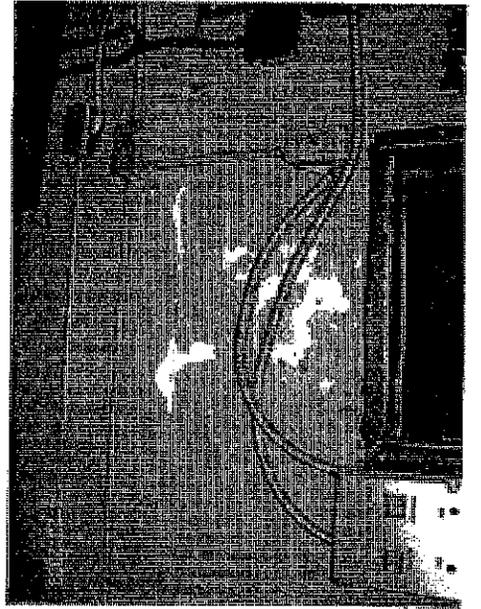
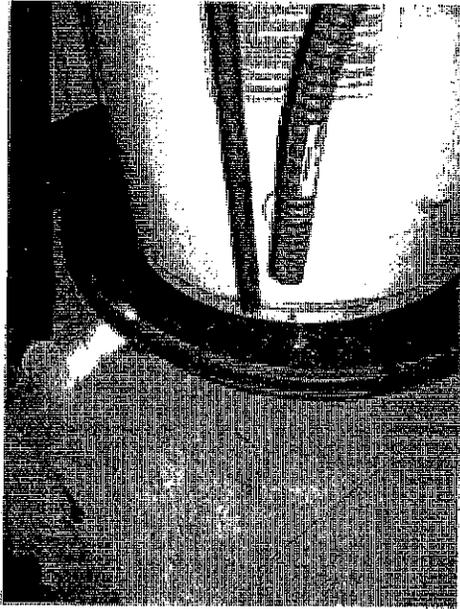
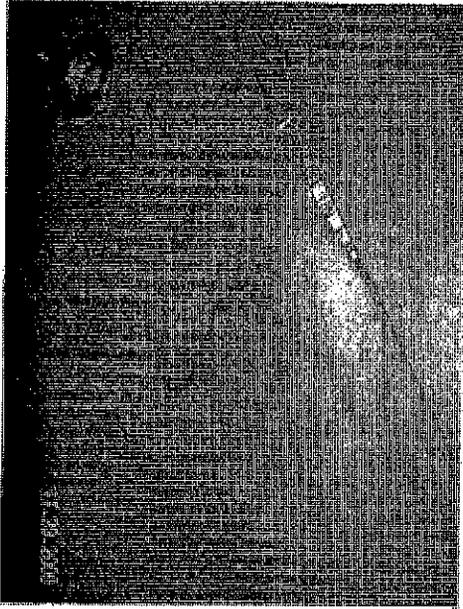
APPENDIX A
PHOTOGRAPHS











7 Dec 09
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**LIMITED PRE-REMEDATION INVESTIGATION
FOR ASBESTOS & LEAD CONTAINING MATERIALS
OF
THE STATE THEATRE
418 N. MAIN STREET
GARDEN CITY, KS 67846**

**PREPARED FOR
MR. KALEB KENTNER
PLANNING & COMMUNITY DIRECTOR
P.O. BOX 499
GARDEN CITY, KS 67846**

**PERFORMED BY
AMERICAN METROPOLITAN ENVIRONMENTAL, INC.
P.O. BOX 13196/2713 W. ESTHNER
WICHITA, KANSAS 67213**

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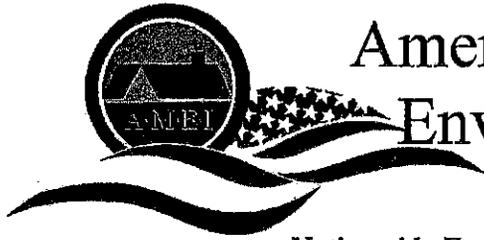
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APPENDIX A: PHOTOGRAPHS

APPENDIX B: SAMPLE RESULTS

Liability of Consultant

During the course of this evaluation, American Metropolitan Environmental Inc. relied upon certain information provided by the Client along with information gathered as a result of the inspections, surveys, the results of the study of the site, information gathered during the investigation by instrumentation, conversations with knowledgeable individuals associated with the subject site, the reports of analyses of samples obtained during the investigations, and the experiences of the investigator. AMEI shall not be held liable for the failure to discover any environmental condition which could not reasonably have been discovered through the use of the investigation means and processes employed by them and contracted for by the Client. In no event shall AMEI be held liable for the performance or nonperformance of its duties to the Client for an amount of damages in excess of AMEI fees. Our liability, if any, shall be actual damages only and shall not include any incidental or consequential damages. AMEI does not make any representations, expressed or implied, other than those contained in this report. AMEI does not agree to warrant that the subject property is free of all environmental problems, conditions or hazards.



American Metropolitan Environmental, Inc.

www.kansasmold.com

Nationwide Environmental Consulting Services Since 1995

December 3, 2009

Mr. Kaleb Kentner
Planning & Community Director
P.O. Box 499
Garden City, KS 67846

RE: Limited Pre-Remediation for Asbestos & Lead Containing Building Materials of The State Theatre, 418 N. Main Street, Garden City, KS 67846.

Dear Mr. Kentner,

Per your request, a limited pre-remediation investigation was conducted on November 23, 2009 to focus on identifying asbestos containing building materials (ACBM) and lead containing paint at the above referenced property. Several samples were collected at the property for the purpose of asbestos fiber and lead identification. The investigation was conducted during daily activity and all observations and findings pertain to the day(s) on which the site's conditions were observed.

1.0 - INVESTIGATION

1.1 - Background Information

Concerns have been raised by the client regarding the suspect presence of lead and asbestos fibers within building materials at the above referenced property. A background investigation consisting of discussions with the client was conducted prior to and during the survey to obtain a comprehensive building history.

Upon our limited inspection of the property, there were several building materials that were suspect to have the potential to contain asbestos fibers (*) which included floor tile, wallboard, ceiling tiles, sheetrock/drywall, vinyl sheet flooring, etc. and all accessible layers of paint were also evaluated for the potential presence of lead (#).

1.2 - ACBM Information

(*) A building material is classified as an asbestos containing building material when it contains than one (1) percent or more asbestos as determined using the analysis method specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy; EPA 600/M4-82-020.

There were twenty-one (21) samples collected for the purpose of asbestos fiber identification of which nine (9) were identified to contain greater than 1% asbestos fibers thus there are labeled as ACBM.

An EPA accredited inspector performed this survey, and sample analysis was performed by a NVLAP and AIHA accredited laboratory. All samples were analyzed using the Polarized Light Microscopy (PLM); EPA Method 600/R-93/116; Determination of Asbestos in Bulk Building Materials.

PLM is used for the analysis of bulk samples using 10X to 400X power magnification. Samples are first viewed with a stereo binocular microscope and sub-sample mounts are prepared and mounted on slides in a known refractive index oil. These mounts are analyzed using a Polarized Light Microscope (PLM). If no asbestos is found in a sample, a value of <1.0 (None Detected) is reported. If asbestos is found, the types of asbestos present and their relative percentages are recorded. Additional information about non-asbestos fibers and non-fibrous materials is also reported if present. If a sample consists of distinct layers, the results from each layer or distinct material are reported individually.

What is friable asbestos-containing material?

Friable ACM is any material containing more than one percent asbestos (as determined by Polarized Light Microscopy) that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure.

What is non-friable ACM?

Non-friable ACM is any material containing more than one percent asbestos (as determined by Polarized Light Microscopy) that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. Under the Asbestos NESHAP, non-friable ACM is divided into two categories. Category I non-friable ACM are asbestos-containing resilient floor coverings (commonly known as vinyl asbestos tile (VAT)), asphalt roofing products, packings and gaskets. These materials rarely become friable. All other non-friable ACM are considered category II non-friable ACM.

Must I remove category I non-friable material prior to demolition or renovation?

Under normal circumstances, category I non-friable materials need not be removed prior to demolition or renovation, because generally these materials do not release significant amounts of asbestos fibers, even when damaged. This is not, however, a hard and fast rule. If category I materials have become friable or are in poor condition, they must be removed. Also, if you sand, grind, abrade, drill, cut or chip any non-friable materials, including category I materials, you must treat the material as friable, if more than the jurisdictional amount is involved.

1.3 - Lead Information

(#) Lead-Based Paint (LBP) is a term used by Housing and Urban Development (HUD) and the EPA's Toxic Substances Control Act (TSCA) program. It defines paint with lead levels equal to or exceeding 1.0 milligram per square centimeter (1mg/cm²) or 0.5 percent by weight. The sample analysis method (EPA SW-846 Method 7420) determined the paint to be less than 0.5 percent by weight.

There were fourteen (14) paint samples collected for the purpose of lead identification of which eight (8) were identified to be lead containing greater than 0.5% per weight according to HUD & EPA criteria.

In the following sections, the results of the collected samples are detailed:

2.0 - HOMOGENOUS AREA SUMMARY

2.1 - Asbestos Containing Building Material (ACBM)

SAMPLE NUMBERS	LOCATION	MATERIAL DESCRIPTION	FRIABLE ACBM	NON-FRIABLE ACBM	NOT ACBM	AMOUNTS APPROX.
FT-001	Suite 422: Main Level	12" X 12" Red Floor Tile w/ mastic		X		450 sq ft
FT-002	Suite 422: Main Level	9" X 9" Beige Floor Tile w/ mastic (under red tile)		X		450 sq ft
WB-003	Suite 422: Main Level & Basement	Sheetrock/Drywall			X	N/A
WB-004	Suite 422: Main Level	Interlocking Ceiling Tile Above Grid			X	N/A
CT-005	Suite 422: Main Level	2' x 4' Ceiling Tile (Smooth Surface)			X	N/A
CT-006	Suite 422: Main Level	2' x 4' Ceiling Tile (Round Fissures)			X	N/A
CT-007	Suite 422: Main Level	2' x 4' Ceiling Tile (Straight Fissures)			X	N/A
VSF-008	Suite 422: Main Level	Vinyl Sheet Flooring in Entry w/ Mastic		X		16 sq ft

SAMPLE NUMBERS	GENERAL LOCATIONS	MATERIAL DESCRIPTION	FRIABLE ACBM	NON-FRIABLE ACBM	NOT ACBM	AMOUNTS APPROX.
CTx-009	Suite 422: Basement	Spray-On Acoustic Ceiling Texture			X	N/A
FT-010	Suite 418: Concessions	12" X 12" Black Floor Tile w/ Mastic		X		100 sq ft
FT-011	Suite 418: Concessions	9" X 9" Beige & Blue Floor Tile w/ Mastic		X		200 sq ft
VSF-012	Suite 418: Concessions Wash Room	Green Vinyl Sheet Flooring		X		16 sq ft
WB-013	Suite 418: Concessions Wash Room	Laminated Wallboard near Sink	X			2 - 4' X 8' Sheets
CT-014	Suite 418: Concessions	2' X 2' Ceiling Tile w/ Fissures			X	N/A
FT-015	Suite 418: Projector Room	9" X 9" Red Floor Tile w/ Mastic		X		150 sq ft
CTx-016	Suite 418: 2 nd Level Room	Acoustic Applied Ceiling Texture			X	N/A
CT-017	Suite 418: Main Theatre	2' X 4' Painted Ceiling Tiles			X	N/A
CT-018	Suite 418: Basement Mechanical Room	2' X 4' Ceiling Tile			X	N/A
WB-019	Suite 418: Basement Mechanical Room	Wallboard			X	N/A
MM-020	Suite 418: Basement Mechanical Room	Dampener Material on Boiler to Fan			X	N/A
MM-021	Suite 418: Basement Mechanical Room	Wrap Material on Brick Behind Boiler near Fan	X			1 - 2 sq ft

NOTE: IT IS RECOMMENDED THAT THE LICENSED ABATEMENT CONTRACTOR SHOULD VERIFY DIMENSIONS, TOTAL SURFACE AREAS, AND/OR QUANTITIES.

2.2 - Friable & Non-Friable ACBM Summary

FRIABLE ASBESTOS CONTAINING BUILDING MATERIAL (ACBM)

Laminated Wallboard near Sink in Concessions.....Approximate Identified Total: Two (2) 4' x 8' Sheets

Miscellaneous Piece(s) of Remaining Pipe wrap (near boiler).....Approximate Identified Total: 1 - 2 sq ft

NON-FRIABLE CATEGORY I ASBESTOS CONTAINING BUILDING MATERIALS

9"x9" Floor Tile: All Colors Located throughout Both Suites.....Approximate Identified Total: 800 sq ft

12"x12" Floor Tile: All Colors Located Throughout Both Suites Approximate Identified Total: 550 sq ft

Vinyl Sheet Flooring: All Colors Located in Suite 422 Approximate Identified Total: 50 sq ft

NOTE: SOME OF THE 9"x9" FLOOR IS LOCATED UNDERNEATH SECTIONS OF CARPET & CABINetry.

NON-FRIABLE CATEGORY II ASBESTOS CONTAINING BUILDING MATERIAL

No non-friable Category II asbestos Identified .

2.3 - Lead (Pb) Paint Analysis

SAMPLE NUMBERS	LOCATION	MATERIAL DESCRIPTION	LEAD (Pb) CONTAINING	LESS THAN 0.5% BY WEIGHT	AMOUNTS APPROX.
PS-001	Suite 422: Main Level	Olive Green Paint		X	N/A
PS-002	Suite 422: Main Level	White Paint on Walls & Wood Trim	X		Not Quantified
PS-003	Suite 422: Main Level HVAC Closet & Basement	Beige Paint on Walls	X		Not Quantified
PS-004	Suite 422: Main Level	Grey Paint on Floor	X		Not Quantified
PS-005	Suite 418: Concessions	White Paint Behind Wallpaper		X	N/A
PS-006	Suite 418: Main Theatre	Off White Paint on Walls	X		Not Quantified
PS-007	Suite 418: Main Theatre	Grey Paint on Floor		X	N/A
PS-008	Suite 418: Main Theatre	Black Paint on Wood near Stage		X	N/A
PS-009	Suite 418: Main Theatre	Yellow Paint around Exit Doorway	X		Not Quantified
PS-010	Suite 418: Stage	Purple Paint on Wood Flooring		X	N/A
PS-011	Suite 418: Above Stage in Storage Area	Olive Green Paint on Walls	X		Not Quantified
PS-012	Suite 418: Basement Mechanical	Grey Paint on Mechanical Systems	X		Not Quantified
PS-013	Suite 418: Basement Mechanical	White Paint on Foundation & Wallboard		X	N/A
PS-014	Suite 418: 2 nd Level Hallway, Offices, Etc.	Beige Paint on Walls	X		Not Quantified

NOTE: IT IS RECOMMENDED THAT THE LICENSED ABATEMENT CONTRACTOR SHOULD VERIFY DIMENSIONS, TOTAL SURFACE AREAS, AND/OR QUANTITIES.

3.0 - CONCLUSIONS & RECOMMENDATIONS

3.1 - Asbestos Containing Building Material (ACBM)

In order to minimize the possibility of asbestos fibers becoming airborne and therefore hazardous to health and the environment of building occupants, one or more of the following Governmental Agency Regulations regulates asbestos containing materials and the renovation/demolition work practices:

- ◆ KDHE K.A.R. 28-50-1 through 28-50-14. Kansas Asbestos Regulations.
- ◆ OSHA 29 CFR 1910.1001 Asbestos Industry Standard
- ◆ OSHA 29 CFR 1926.1101. Asbestos Construction Standard
- ◆ EPA 40 CFR 763.145 NESHAPS

The regulations are complex and quite lengthy. One regulation will govern a building owner, at one time, and then other regulations will govern at another time. For example, you are regulated under 29 CFR 1910.1001, OSHA Asbestos Industry

Standard until you begin a renovation of the building. As soon as the renovation begins, you are now regulated by 29 CFR 1926.1101, the OSHA Construction Standard. At times, you governed by multiple standards. For example, all of the above regulations apply to you once you begin renovation in an area, which contains asbestos.

It is the opinion of American Metropolitan Environmental, Inc. (AMEI) that the most appropriate course of action is to engage the services of a Certificated EPA/AHERA Inspector/Management Planner/Asbestos Project Designer to give advice on the actions that must be taken prior to this renovation. American Metropolitan Environmental, Inc. highly recommends the employing of an asbestos abatement contractor, licensed in the State of Kansas for the abatement of any ACM required to be removed prior renovation or demolition.

3.2 - Lead (Pb) Paint Containing Materials

According to currently recognized standards for commercial properties there are many options for the management of lead based paint. Therefore, it is highly recommended that a Licensed Lead Abatement Contractor should examine, evaluate, and determine the applicable course(s) of action for those paints identified to be lead containing within these structures.

4.0 - LIMITATIONS

American Metropolitan Environmental, Inc. has performed the tasks set forth above in a thorough and professional manner consistent with current recognized industry standards.

American Metropolitan Environmental, Inc. cannot guarantee and does not warrant that this limited assessment has revealed all possible adverse environmental conditions affecting the site.

During the performance of this project, American Metropolitan Environmental, Inc. performed activities and prepared this report for the exclusive use of the client in evaluating certain environmental issues.

American Metropolitan Environmental, Inc. assumes no obligation to advise you of any changes that may later be brought to American Metropolitan Environmental, Inc. attention.

The findings provided in this report are limited to the observed conditions, as stated herein, and found to exist at the time and date of the inspection.

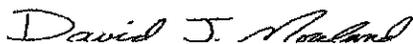
If no intrusive or destructive activities (i.e. removing fixtures, moving furniture, cutting into wall cavities, etc.) were requested or approved by the client during the investigation, or requested in the client's scope of services, conditions hidden from observation may be different than represented in the report.

American Metropolitan Environmental, Inc. agrees the report is confidential, and its contents will not be disclosed to third parties without the express written permission from the client(s).

This report shall not be duplicated, copied, edited or redistributed with out the expressed written or verbal consent of American Metropolitan Environmental Inc., the client, or other authorized parties.

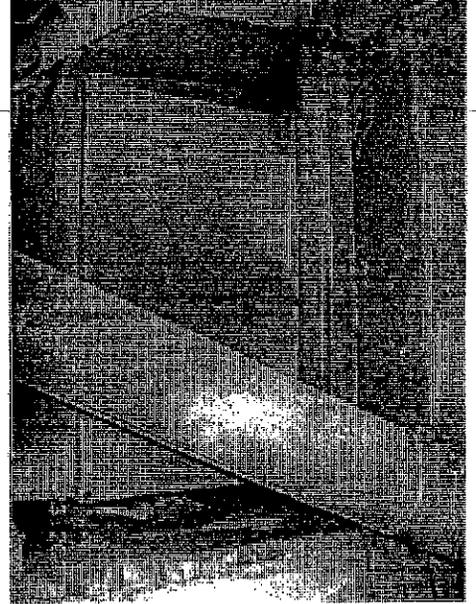
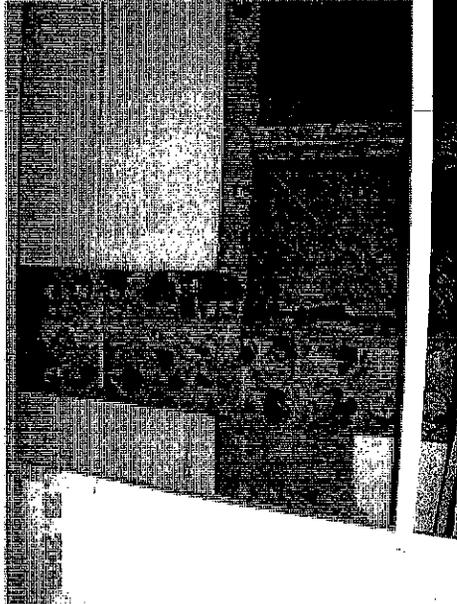
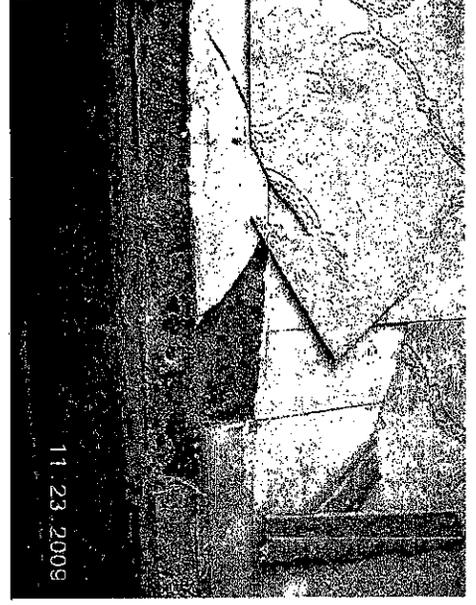
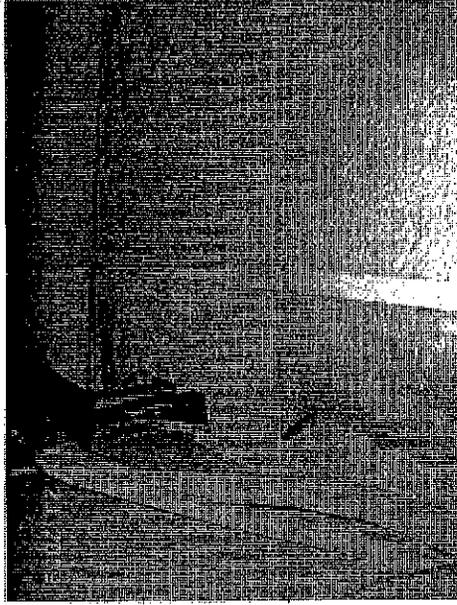
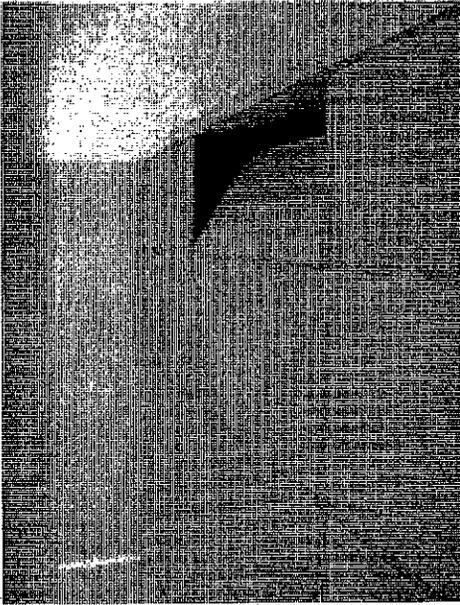
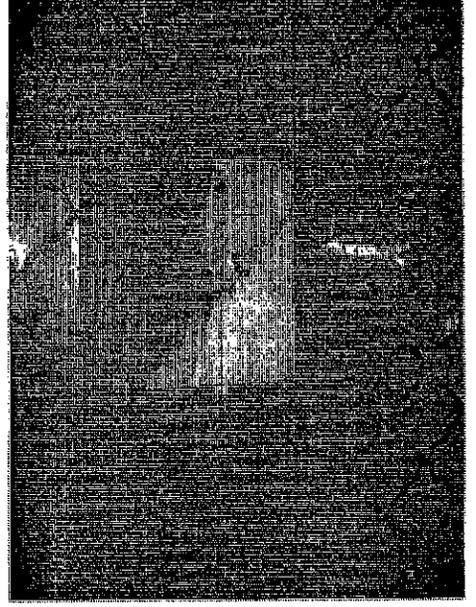
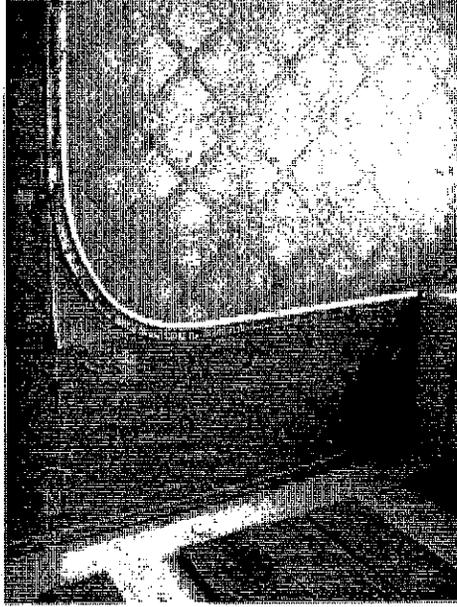
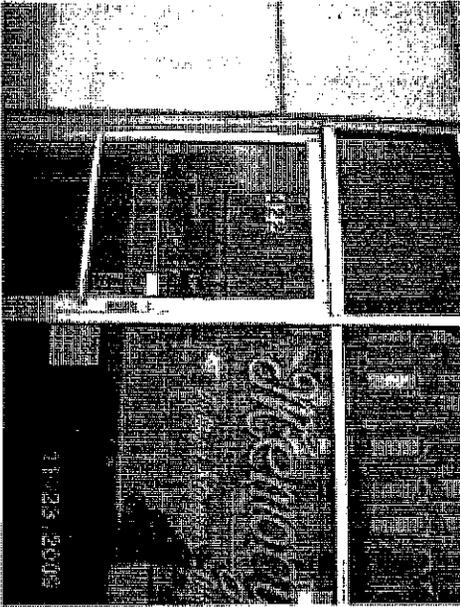
If you have any questions please feel free to call at (316) 942-6323.

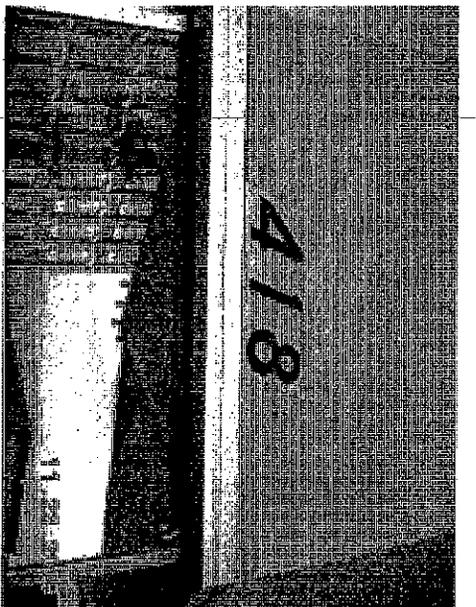
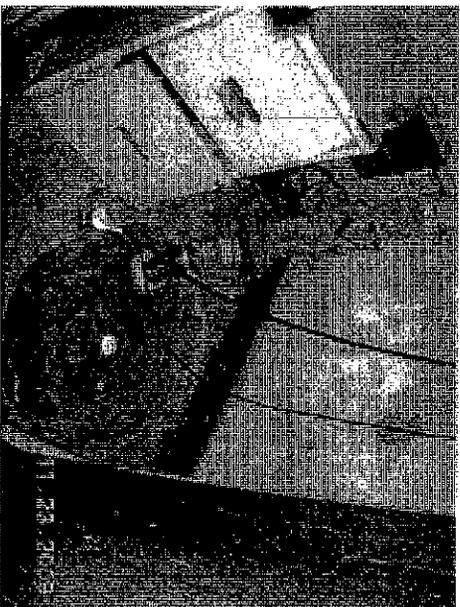
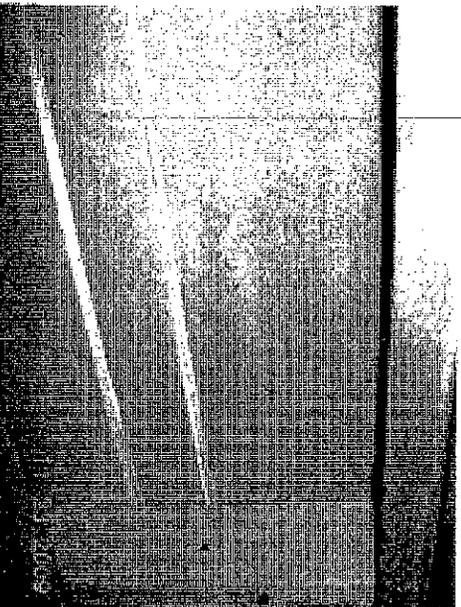
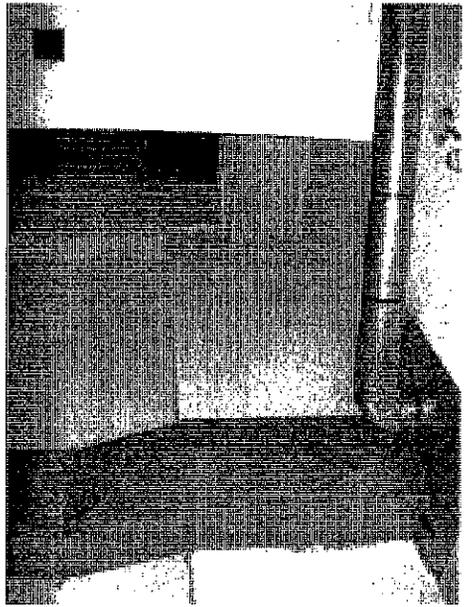
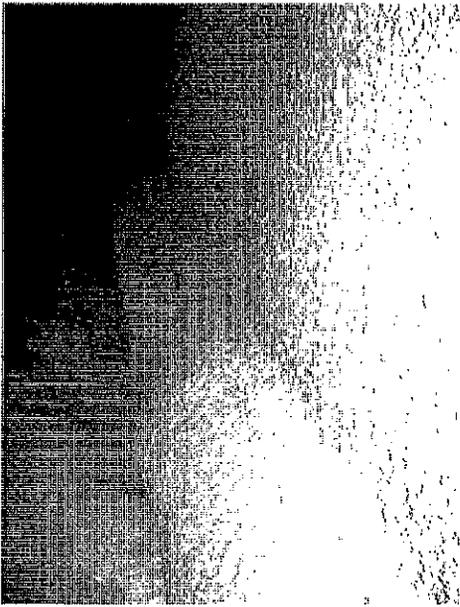
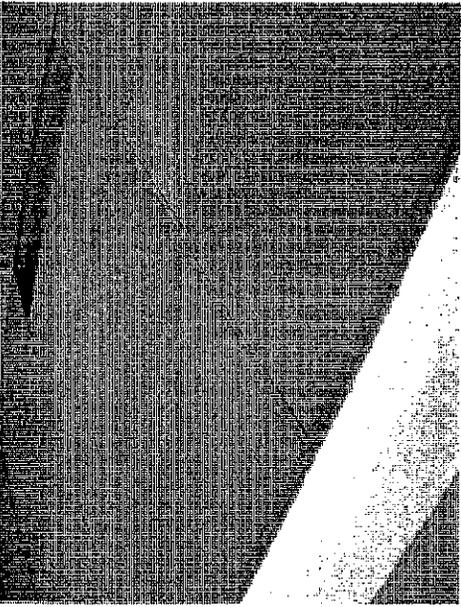
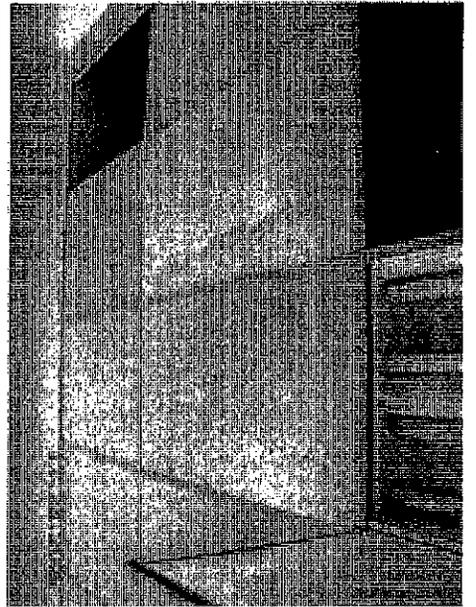
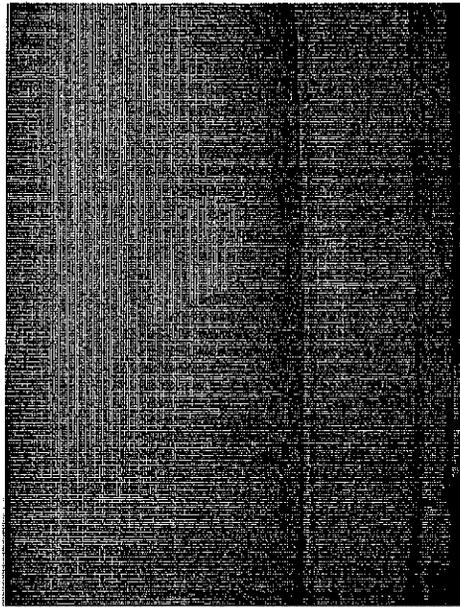
Respectfully,

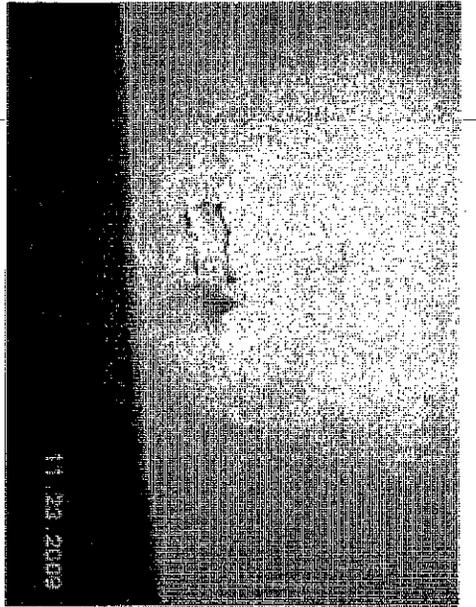
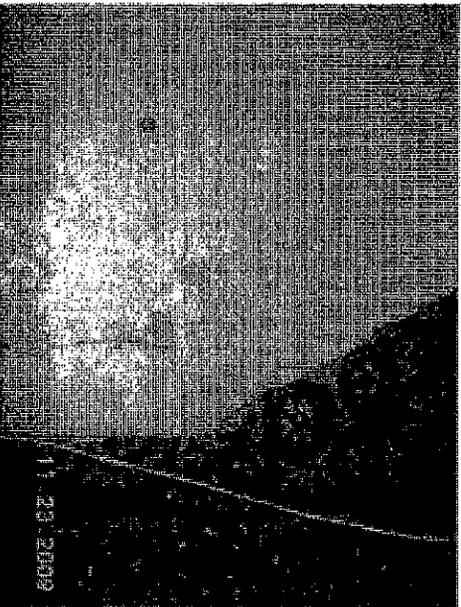
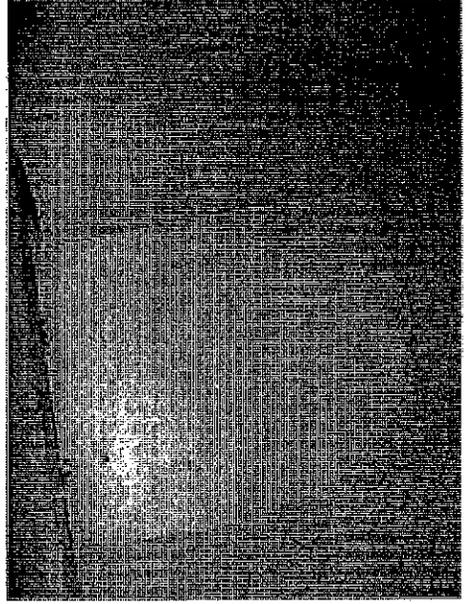
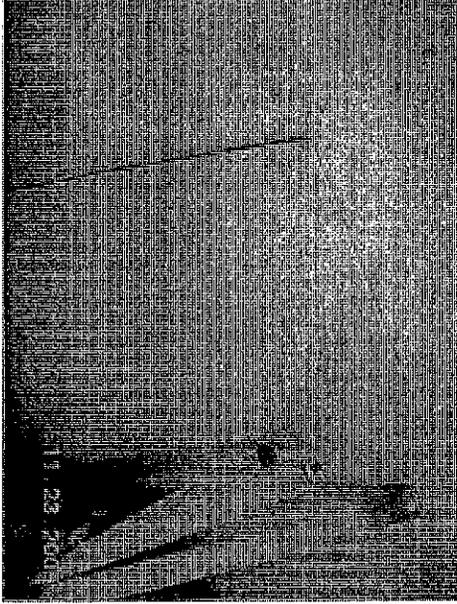
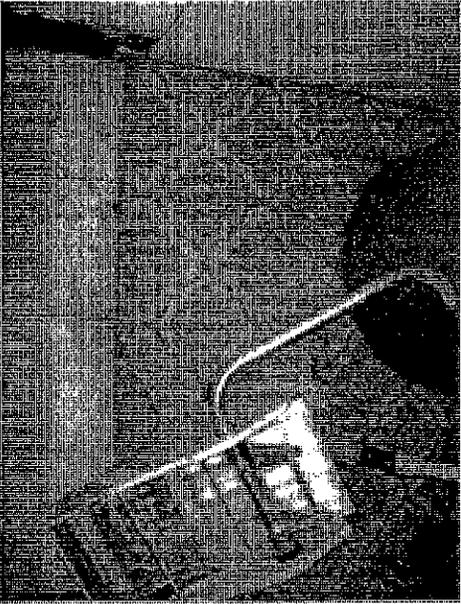
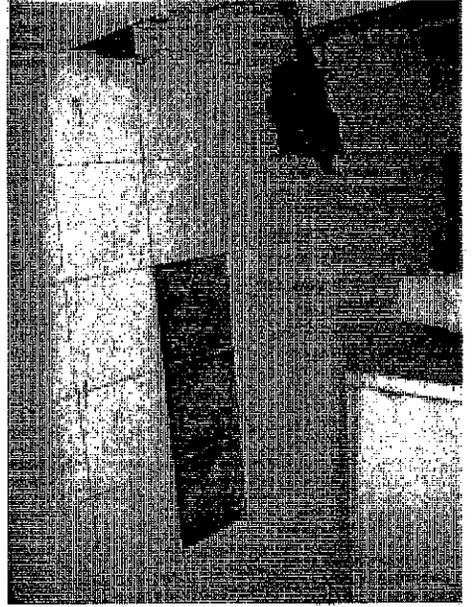
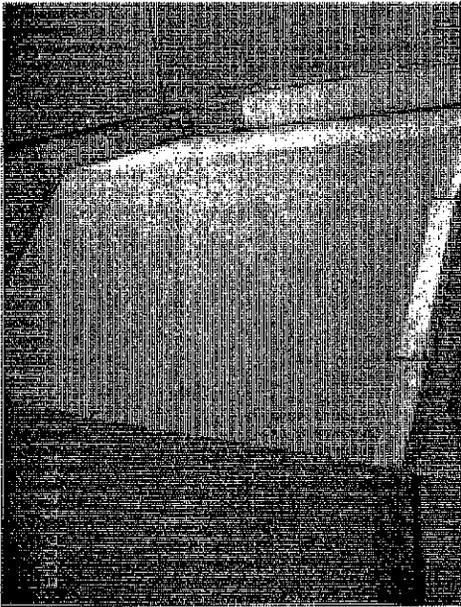


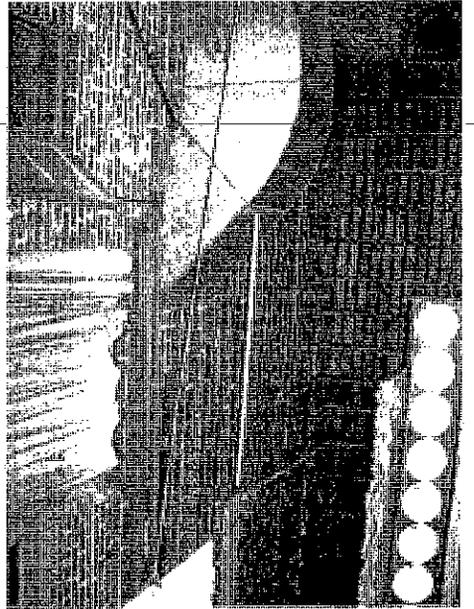
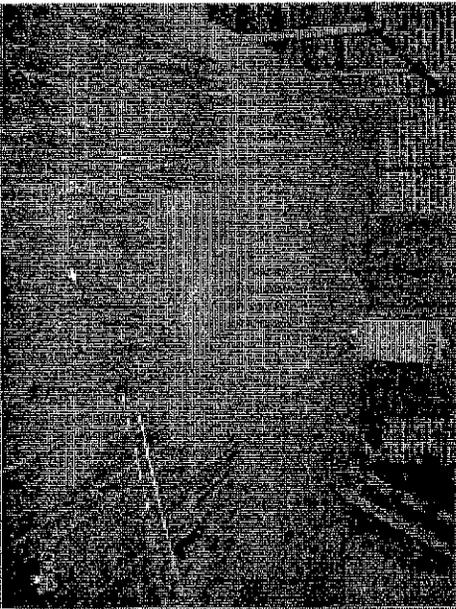
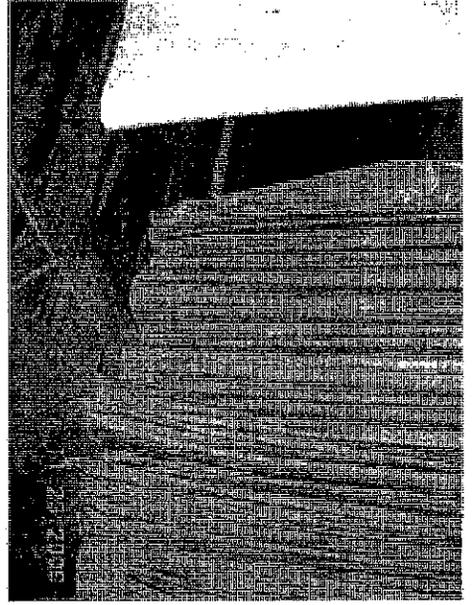
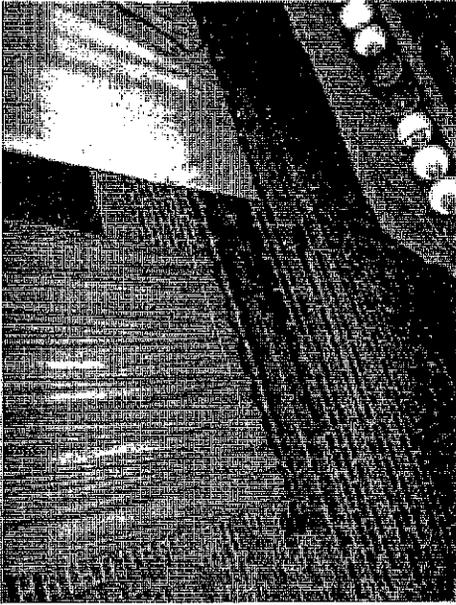
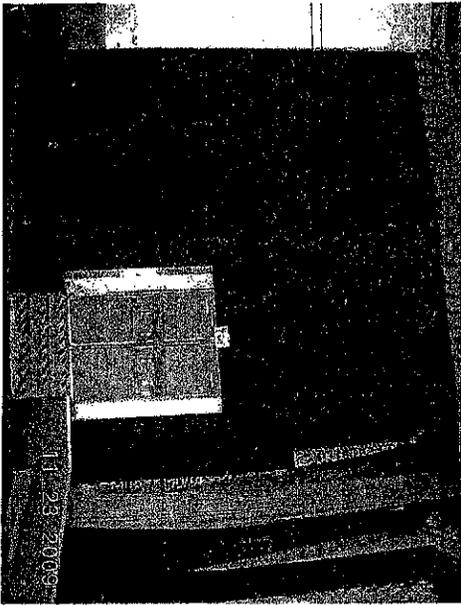
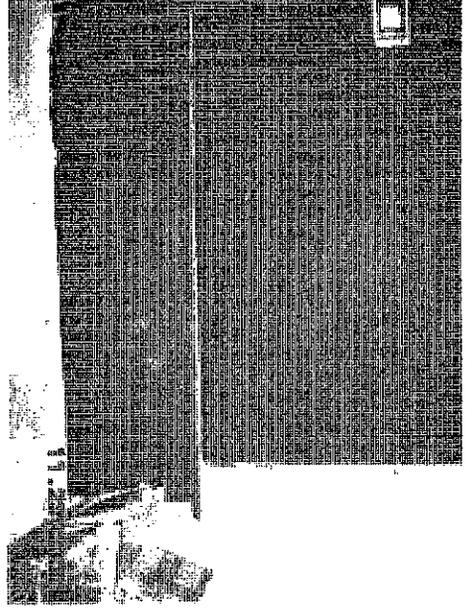
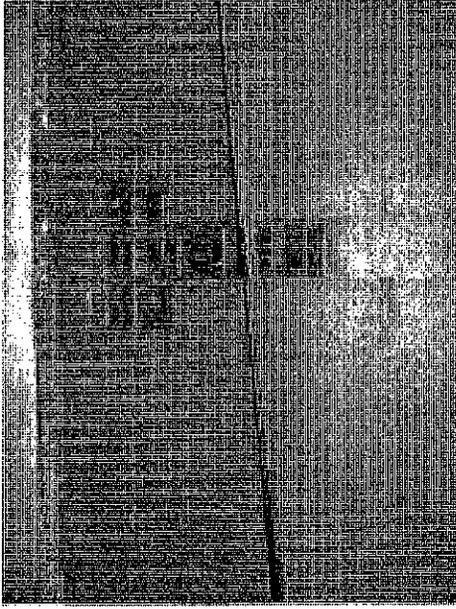
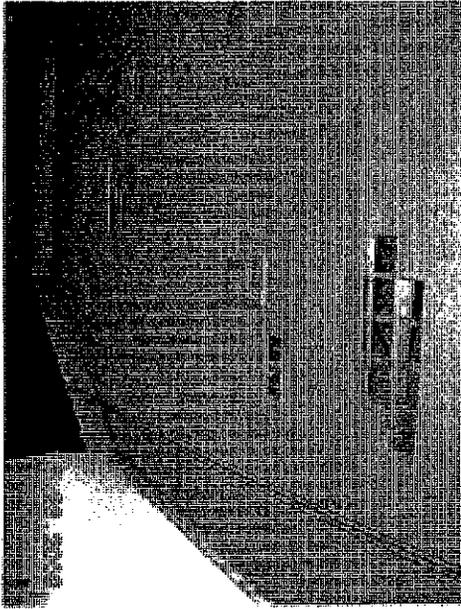
David J. Moreland, CIEC
Environmental Consultant
Certificate# 7ME12020804AIR0012

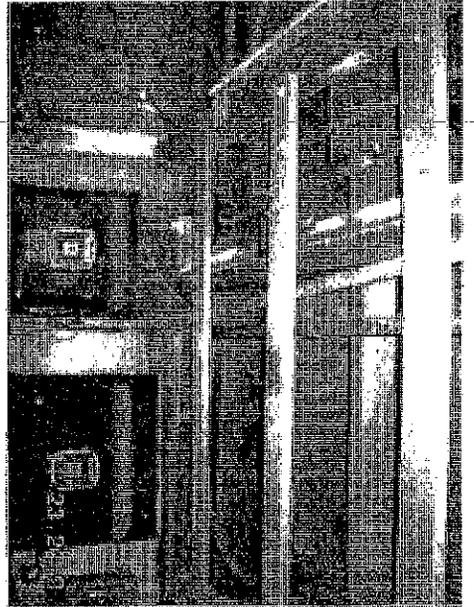
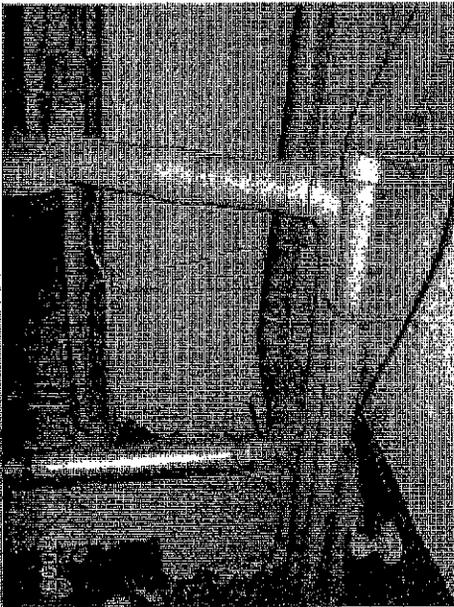
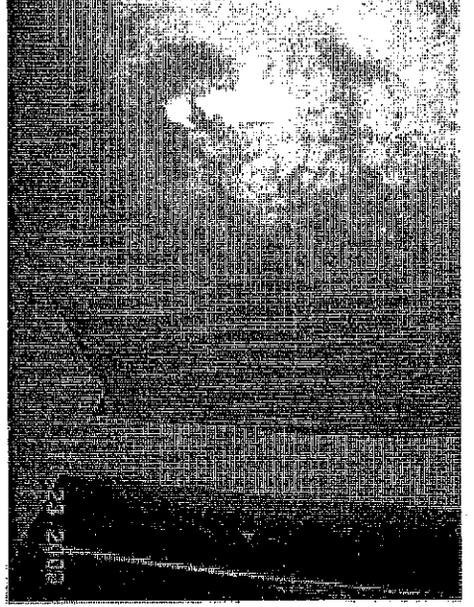
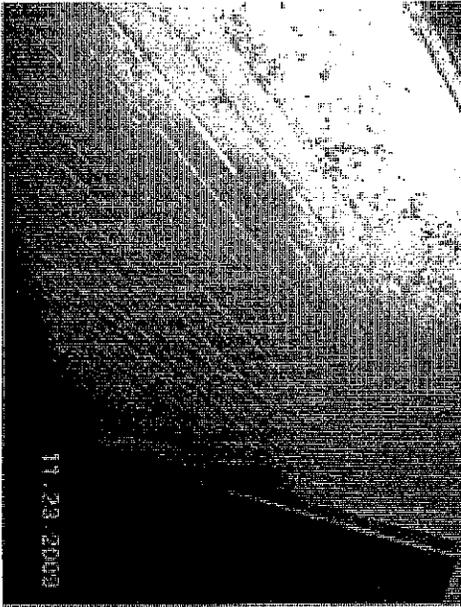
APPENDIX A
PHOTOGRAPHS

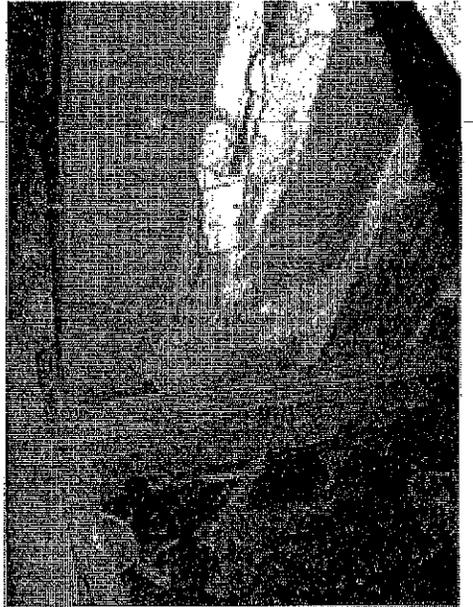
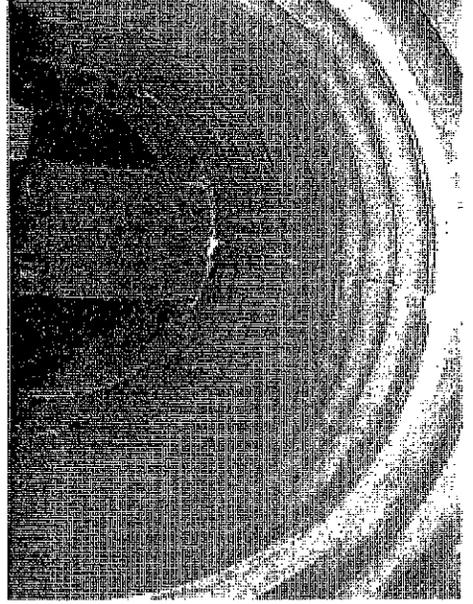
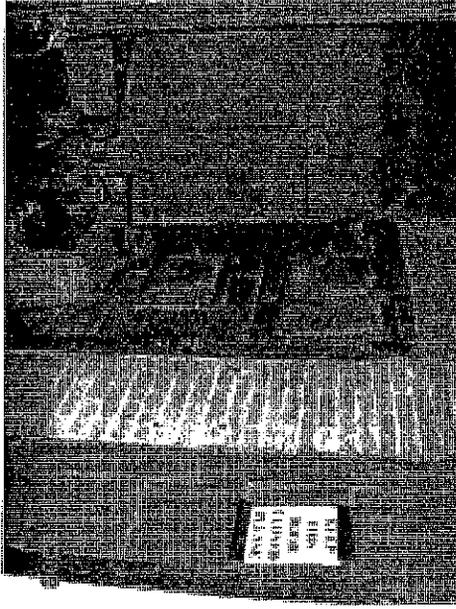












APPENDIX B

**LABORATORY
ANALYSIS
REPORT**

EMC LABS, INC.

Laboratory Report

0080646

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	AMERICAN METROPOLITAN ENV.	Job# / P.O. #:	
Address:	P.O. BOX 13196	Date Received:	11/25/2009
	WICHITA, KS 67213	Date Analyzed:	11/30/2009
Collected:	11/23/2009	Date Reported:	11/30/2009
Project Name/	STATE THEATRE	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	DAVE MORELAND
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0080646-001 FT-001		LAYER 1 12"x12" Floor Tile, Red	Yes	Chrysotile 10%	Carbonates Quartz Binder/Filler 90%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber Synthetic Fiber 1% Carbonates Quartz Binder/Filler 95%
0080646-002 FT-002		LAYER 1 9"x9" Floor Tile, Tan	Yes	Chrysotile 10%	Carbonates Quartz Binder/Filler 90%
		LAYER 2 Mastic, Black Note: Difficult to separate adjacent layers	Yes	Chrysotile 2%	Cellulose Fiber 2% Carbonates Quartz Binder/Filler 96%
0080646-003 WB-003		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 2% Gypsum Carbonates Mica Quartz 88%
		LAYER 2 Texture, Off White	No		Cellulose Fiber <1% Gypsum Mica Quartz Binder/Filler 99%
0080646-004 WB-004		LAYER 1 Ceiling Tile, Tan / White	No		Cellulose Fiber 85% Carbonates Quartz Binder/Filler 15%
		LAYER 2 Adhesive, Brown	No		Cellulose Fiber 3% Gypsum Quartz Binder/Filler 97%

EMC LABS, INC.

Laboratory Report

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
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Address:	P.O. BOX 13196	Date Received:	11/25/2009
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Collected:	11/23/2009	Date Reported:	11/30/2009
Project Name/	STATE THEATRE	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	DAVE MORELAND
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0080646-005 CT-005		2x4 Ceiling Tile, Tan / White	No		Cellulose Fiber 85% Carbonates Binder/Filler 15%
0080646-006 CT-006		2x4 Ceiling Tile, Tan / White	No		Cellulose Fiber 80% Carbonates Binder/Filler 20%
0080646-007 CT-007		2x4 Ceiling Tile, Brown/ White	No		Cellulose Fiber 90% Carbonates Binder/Filler 10%
0080646-008 VSE-008		LAYER 1 Vinyl Sheet Flooring, Lt. Brown/ White	Yes	Chrysotile 15%	Cellulose Fiber 10% Carbonates Gypsum Quartz Binder/Filler 75%
		LAYER 2 Mastic, Lt. Brown Note: Difficult to separate adjacent layers	Yes	Chrysotile 3%	Cellulose Fiber 2% Carbonates Quartz Binder/Filler 95%
0080646-009 CTx-009		Ceiling Texture, White/ Beige	No		Carbonates Mica Quartz Binder/Filler 100%
0080646-010 FT-010		LAYER 1 12"x12" Floor Tile, Black/ Beige	Yes	Chrysotile 5%	Carbonates Quartz Binder/Filler 95%
		LAYER 2 Mastic, Black	Yes	Chrysotile 8%	Carbonates Binder/Filler 92%

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Collected:	11/23/2009	Date Reported:	11/30/2009
Project Name/	STATE THEATRE	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	DAVE MORELAND
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0080646-011 FT-011		LAYER 1 9"x9" Floor Tile, Beige/ Dk. Blue	Yes	Chrysotile 3%	Carbonates Quartz Binder/Filler 97%
		LAYER 2 Mastic, Black/ Brown	No		Cellulose Fiber Synthetic Fiber 1% Carbonates Quartz Binder/Filler 97%
0080646-012 VSF-012		Vinyl Sheet Flooring, Lt. Brown/ White Note: No Mastic Present	Yes	Chrysotile 15%	Gypsum Carbonates Quartz Binder/Filler 85%
0080646-013 WB-013		LAYER 1 Laminated Wallboard, White/ Brown	No		Cellulose Fiber 95% Gypsum Binder/Filler 5%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 3% Carbonates Quartz Binder/Filler 97%
		LAYER 3 Compound, White	Yes	Chrysotile 2%	Carbonates Mica Binder/Filler 98%
0080646-014 CT-014		2'x2' Ceiling Tile, White/ Beige	No		Cellulose Fiber 50% Mineral Wool 30% Carbonates Perlite Binder/Filler 20%

EMC LABS, INC.

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Laboratory Report

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Project Name/	STATE THEATRE	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	DAVE MORELAND
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0080646-015 FT-015		LAYER 1 9"x9" Floor Tile, Red	Yes	Chrysotile 3%	Carbonates Quartz Binder/Filler 97%
		LAYER 2 Mastic, Yellow	No		Carbonates Binder/Filler 100%
0080646-016 CTx-016		Ceiling Texture, White/ Off White	No		Carbonates Mica Binder/Filler 100%
0080646-017 CT-017		Ceiling Tile, Olive Green	No		Cellulose Fiber 95% Carbonates Binder/Filler 5%
0080646-018 CT-018		2'x4' Ceiling Tile, Brown	No		Cellulose Fiber 95% Carbonates Binder/Filler 5%
0080646-019 WB-019		Wallboard, White/ Brown	No		Cellulose Fiber 95% Carbonates Binder/Filler 5%
0080646-020 MM-020		LAYER 1 Damper On Boiler, Gray	No		Cellulose Fiber 90% Synthetic Fiber <1% Carbonates Binder/Filler 9%
		LAYER 2 Paper, Brown	No		Cellulose Fiber 98% Carbonates 2%
0080646-021 MM-021		Wrap Material, White	Yes	Chrysotile 40%	Cellulose Fiber 45% Carbonates Binder/Filler 15%



9830 South 51st Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726
emclab@emclabs.com

LEAD (Pb) IN PAINT CHIP SAMPLES
EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420

EMC LAB #: L36649			DATE RECEIVED: 11/25/09		
CLIENT: American Metropolitan Environmental, Inc.			REPORT DATE: 11/30/09		
			DATE OF ANALYSIS: 11/30/09		
CLIENT ADDRESS: 2713 W. Esthner Wichita, KS 67213			P.O. NO.:		
PROJECT NAME: State Theatre			PROJECT NO.:		
EMC L36649	SAMPLE DATE/09	CLIENT SAMPLE #	DESCRIPTION	REPORTING LIMIT (Pb by weight)	%Pb BY WEIGHT
1	11/23	PS-001	Paint Sample-Green	0.010	0.125
2	11/23	PS-002	Paint Sample-White	0.010	0.985
3	11/23	PS-003	Paint Sample-Beige	0.100	1.40 [^]
4	11/23	PS-004	Paint Sample-Grey	0.012	0.817
5	11/23	PS-005	Paint Sample-White	0.017	BRL
6	11/23	PS-006	Paint Sample-Off White	0.100	4.82 [^]
7	11/23	PS-007	Paint Sample-Grey	0.010	0.214
8	11/23	PS-008	Paint Sample-Black on Wood	0.014	BRL

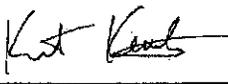
^A = Dilution Factor Changed ^{*} = Excessive Substrate May Bias Sample Results BRL = Below Reportable Limits [#] = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results.

These reports are for the exclusive use of the addressed client and are rendered upon the condition that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. Samples not destroyed in testing are retained a maximum of sixty (60) days.

ANALYST: 
Jason Thompson

QA COORDINATOR: 
Kurt Kettler



9830 South 51st Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726
emclab@emclabs.com

LEAD (Pb) IN PAINT CHIP SAMPLES
EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420

EMC LAB #: L36649		DATE RECEIVED: 11/25/09			
CLIENT: American Metropolitan Environmental, Inc.		REPORT DATE: 11/30/09			
		DATE OF ANALYSIS: 11/30/09			
CLIENT ADDRESS: 2713 W. Esthner Wichita, KS 67213		P.O. NO.:			
PROJECT NAME: State Theatre		PROJECT NO.:			
EMC # L36649	SAMPLE DATE /09	CLIENT SAMPLE	DESCRIPTION	REPORTING LIMIT (% Pb by weight)	%Pb BY WEIGHT
9	11/23	PS-009	Paint Sample-Yellow	1.0	11.6^^
10	11/23	PS-010	Paint Sample-Purple	0.010	0.021*
11	11/23	PS-011	Paint Sample-Green	1.0	30.4^^
12	11/23	PS-012	Paint Sample-Grey	0.010	0.669
13	11/23	PS-013	Paint Sample-White	0.010	0.095
14	11/23	PS-014	Paint Sample-Off White	0.010	1.31

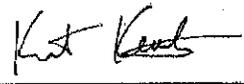
* = Dilution Factor Changed * = Excessive Substrate May Bias Sample Results BRL = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

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ANALYST: 
Jason Thompson

QA COORDINATOR: 
Kurt Kettler

New Business



Planning & Community Development Dept.
301 N. 8th Street - P.O. Box 499
Garden City, KS 67846
Phone: 620-276-1120

September 11, 2012

KANSAS TRUCK & TRAILER REPAIR INC
2509 N TAYLOR AVE
GARDEN CITY, KS 67846-2656

Dear KANSAS TRUCK & TRAILER REPAIR INC,

After review by the City of the activities and/or conditions on your property, it has been determined that your property is not in compliance with the Garden City Code. The following violation(s) exist:

Case # 12-002154

Location: 2509 North TAYLOR, Parcel #: 2611201001002000

Code: Sec 38-111

Description: GC-Weed to be Removed

Full Violation: It shall be unlawful for any owner, agent, lessee, tenant, or other person having legal title to, occupying, or having charge or control of any real property (properties) to permit weeds to remain upon the property or any area between the property lines of the property and the centerline of any adjacent street or alley, including but not specifically limited to sidewalks, streets, alleys, easements, right-of-way, and all other areas, public or private.

"Weeds" means any of the following:

- (a) Brush and woody vines shall be classified as weeds;
- (b) Vegetation and indigenous grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;
- (c) Vegetation which bears or may bear seeds of a downy or wingy nature;
- (d) Vegetation which is located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a menace to health, public safety, or welfare;
- (e) Vegetation and indigenous grasses on or about property which because of its height has a blighting influence on neighborhood. All such vegetation and indigenous grasses shall be presumed to be blighting if they exceed 12 inches in height.

Corrective Action: Conditions must be abated within ten (10) days of the date of this notice. Failure to abate the conditions or to request a hearing may result in prosecution under Section 38-138 and/or abatement of the condition by the City according to Section 38-139, with the costs assessed against the property under Section 38-142. Each and every day a violation continues to exist shall constitute a separate offense. You may request a hearing before the Governing Body of the City within ten (10) days of the date of this notice. Such request shall be in writing to the Community Development Department, Code Compliance Division.

Comments: OVERGROWN WEEDS/VEGETATION ON THE PROPERTY AND STREET & ALLEY RIGHT-OF-WAYS.

NOTE: ALL WEEDS MUST BE CUT/TRIMMED INCLUDING ANY AROUND POWER POLES, SIGNS, TREES, SHRUBS CENTER OF THE ALLEY, FENCES, ETC, PLUS ALONG THE BACK OF THE CURB, IN THE GUTTER AND TO THE CENTER OF THE RIGHT OF WAY. ALSO IT IS ILLEGAL TO ALLOW CUTTINGS TO FALL AND OR BE BLOWN IN TO THE CITY STREET RIGHT OF WAY.

NOTE: * * * PLEASE BE ADVISED that in accordance with Section 38-113 (f), THIS NOTICE IS THE ONLY NOTIFICATION YOU WILL RECEIVE CONCERNING WEED REMOVAL FOR THIS PROPERTY IN THIS CALENDAR YEAR. HEREAFTER, THE CITY OF GARDEN CITY WILL CAUSE REMOVAL OF WEEDS WITHOUT FURTHER NOTICE IN THIS CALENDAR YEAR. * * *

Required Compliance Date: 09/21/2012

Your cooperation is greatly appreciated. If you have any questions, please contact the Code Compliance Division at code@garden-city.org or (620) 276-1120.

Respectfully,

A handwritten signature in black ink that reads "Keith Denton". The signature is written in a cursive, flowing style.

Keith Denton



MEMORANDUM

TO: Governing Body
FROM: Sam Curran
DATE: September 24, 2012
SUBJECT: Solid Waste Rate Discussion

ISSUE

Staff is requesting Governing Body consideration on the proposed alternatives for rate increases for Solid Waste Fees.

BACKGROUND

During a pre-meeting held August 25, 2012, the Governing Body directed Staff to consider the following:

1. Conduct a Solid Waste Survey of the surrounding communities
2. Increase the Multi-Family Rate to the same rate as the Single Residential Rate
3. Consider one- or two-year increase for the Multi-Family Rate to match the Single Residential Rate
4. Set an annual rate increase for all customers
5. Maintain \$600,000 in reserves with the proposed rates

Staff has included the following information for your review:

1. Summary of proposed revenue balances and rate fees
2. Comparison of Solid Waste Rates Survey
3. Rate Analysis Budget Worksheets
 - a. Rate Analysis One
 - i. Customer Rate Increase in 2015 (Res. \$3.00, Multi. \$9.45, Com. \$3.25)
 - ii. Single Multi-Family Rate Increase
 - iii. Annual Customer Rate Increase \$0.50 in 2016
 - b. Rate Analysis Two
 - i. Customer Rate Increase in 2014 (Res. \$1.50, Multi. \$7.95, Com. \$2.25)
 - ii. Single Multi-Family Rate Increase
 - iii. Annual Customer Rate Increase \$0.60 in 2015
 - c. Rate Analysis Three
 - i. Multi-Family Rate Increase in 2013 (\$6.45)
 - ii. Customer Rate Increase in 2014 (\$1.45 Res., \$2.15 Com.)
 - iii. Annual Customer Rate Increase \$0.60 in 2015
 - d. Rate Analysis Four
 - i. Multi-Family Rate Increase in 2013 (\$3.20)
 - ii. Multi-Family Rate Increase in 2014 (\$3.25)
 - iii. Customer Rate Increase in 2015 (\$2.75 Res., \$3.25 Com.)
 - iv. Annual Customer Rate Increase \$0.50 in 2016

ALTERNATIVES

1. Alternative One – Use Rate Analysis One
 - a. Single rate increase making multi-family equivalent to single residential rates in 2015
 - b. Annual customer rate increase of \$0.50 in 2016
2. Alternative Two – Use Rate Analysis Two
 - a. Single rate increase making multi-family equivalent to single residential rates in 2014
 - b. Annual customer rate increase of \$0.60 in 2015
3. Alternative Three – Use Rate Analysis Three
 - a. Multi-Family rate increase of \$6.45 making it equivalent to residential fee in 2013
 - b. Single rate increase for all fees in 2014
 - c. Annual customer rate increase of \$0.60 in 2015
4. Alternative Four – Use Rate Analysis Four
 - a. Multi-Family rate increase of \$3.20 in 2013
 - b. Multi-Family rate increase of \$3.25 making it equivalent to residential fee in 2014
 - c. Single rate increase for all fees in 2015
 - d. Annual customer rate increase of \$0.50 in 2016
5. Alternative Five – Direct staff in another direction

RECOMMENDATION

This item has been generated for discussion only. Staff has no recommendation at this time.

**PUBLIC WORKS
COMPARISON OF SOLID WASTE RATES
Survey**

August 21, 2012

	Units	GARDEN CITY	DODGE	HAYS	HUTCHINSON	JUNCTION CITY	LIBERAL	NEWTON	SALINA	SCOTT CITY	ULYSSES
RESIDENTIAL											
What do you charge per month	3-yd	\$19.25	All Poly-Karts	All Poly-Karts	All Poly-Karts	All Poly-Karts	\$12.80	All Poly-Karts	All Poly-Karts	All Poly-Karts	\$16.82.
	Poly-karts	\$19.25 Additional \$9.60	\$17.25 Additional \$10.79	\$15.20	\$10.05	\$16.73 Additional \$8.36	\$12.80	\$19.87	\$13.25 Fees will increase	\$12.34	N/A
Number of pick ups per week		Twice	Once	Once	Once	Once	Once Twice for poly-karts	Once	Once	Once	Once
MULTI-FAMILY											
Are Multi-Family units charged the same as residential rates?		No \$12.80	Yes	Yes >3 Units Commercial Rate	Yes	Yes	Yes	Yes	Yes >3 Units Commercial Rate	No Private Hauler	No Commercial Rate
COMMERCIAL											
What do you charge per cubic yard, per pick up		\$12.00	Private Hauler	Private hauler	Private hauler	\$47.36 >2 pick ups goes Private	\$8.34	Private Hauler	Private Haulers	Private Hauler	\$7.45
YARD WASTE											
Do you allow yard waste in the container? If not, how do residents dispose of the yard waste?		Yes Poly-karts 6 additional bags	No Separate Container \$2.55	No Yard Tags at \$1.05/bag	Yes	No Bagged Large Quantity special pick up fee	Yes One Time Fee Poly-kart \$55 or Additional bags	No County site for free	No One time fee per kart (50% current kart cost)	No Bags =< 25 lbs	No Community Containers
TIPPING FEE											
Are you being charged a tipping fee	Per Ton	\$39.59	\$33.00	\$68.00	Not Provided	\$44.50	\$27.00	\$30.00	\$31.50	Not Provided	\$47.50
Who owns the landfill		Private	Ford County	Ellis County	Reno County	Geary County	Seward County	Harvey County to Reno County	City	Private	Grant County to Seward County

Summary for Proposed Rate Increases

Revenue - Cash Balance 12/31

Proposed Rate Plans Description	Year											
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Current Rates	\$ 1,075,348.00	\$ 854,213.66	\$ 374,618.78	\$ (187,445.03)	\$ (868,870.17)	\$ (1,675,592.02)	\$ (2,509,515.97)	\$ (3,459,648.41)	\$ (4,492,663.71)	\$ (5,610,862.26)	\$ (6,852,496.43)	\$ (8,183,625.00)
Annual Increase (2015)	\$ 1,075,348.00	\$ 854,231.66	\$ 374,618.78	\$ 457,823.11	\$ 505,473.19	\$ 511,800.62	\$ 575,067.22	\$ 606,434.08	\$ 639,394.53	\$ 671,816.18	\$ 665,614.86	\$ 654,899.68
Annual Increase (2014)	\$ 1,075,348.00	\$ 854,213.66	\$ 801,727.92	\$ 766,894.84	\$ 713,021.85	\$ 634,373.67	\$ 629,245.33	\$ 608,831.17	\$ 606,657.81	\$ 620,626.21	\$ 612,685.59	\$ 616,978.51
One Year Step (2014)	\$ 1,075,348.00	\$ 984,995.51	\$ 921,062.91	\$ 874,771.53	\$ 809,428.77	\$ 719,299.36	\$ 702,678.30	\$ 670,759.93	\$ 657,070.86	\$ 659,512.03	\$ 640,032.66	\$ 632,775.28
Two Year Step (2015)	\$ 1,075,348.00	\$ 919,097.68	\$ 570,415.43	\$ 627,832.55	\$ 649,669.64	\$ 630,158.26	\$ 667,560.22	\$ 673,036.57	\$ 680,080.62	\$ 686,559.95	\$ 654,390.37	\$ 617,680.96

NOTES: Planned Year for Landfill Rate Increase

Proposed Rates Description	Year												Total Increase	
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023		
Current Rates														
Residential	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ -
Multi-Family	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ -
Commercial	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ -
Increase in 2015 - Multi Family Paying Residential Rate - Annual Increase of \$0.50/year Starting 2016 for all Customers														
Residential	\$ 19.25	\$ 19.25	\$ 19.25	\$ 22.25	\$ 22.75	\$ 23.25	\$ 23.75	\$ 24.25	\$ 24.75	\$ 25.25	\$ 25.75	\$ 26.25	\$ 26.25	\$ 7.00
Multi-Family	\$ 12.80	\$ 12.80	\$ 12.80	\$ 22.25	\$ 22.75	\$ 23.25	\$ 23.75	\$ 24.25	\$ 24.75	\$ 25.25	\$ 25.75	\$ 26.25	\$ 26.25	\$ 13.45
Commercial	\$ 12.00	\$ 12.00	\$ 12.00	\$ 15.25	\$ 15.75	\$ 16.25	\$ 16.75	\$ 17.25	\$ 17.75	\$ 18.25	\$ 18.75	\$ 19.25	\$ 19.25	\$ 7.25
Increase in 2014 - Multi Family Paying Residential Rate - Annual Increase of \$0.60/year Starting 2015 for all Customers														
Residential	\$ 19.25	\$ 19.25	\$ 20.75	\$ 21.35	\$ 21.95	\$ 22.55	\$ 23.15	\$ 23.75	\$ 24.35	\$ 24.95	\$ 25.55	\$ 26.15	\$ 26.15	\$ 6.90
Multi-Family	\$ 12.80	\$ 12.80	\$ 20.75	\$ 21.35	\$ 21.95	\$ 22.55	\$ 23.15	\$ 23.75	\$ 24.35	\$ 24.95	\$ 25.55	\$ 26.15	\$ 26.15	\$ 13.35
Commercial	\$ 12.00	\$ 12.00	\$ 14.25	\$ 14.85	\$ 15.45	\$ 16.05	\$ 16.65	\$ 17.25	\$ 17.85	\$ 18.45	\$ 19.05	\$ 19.65	\$ 19.65	\$ 7.65
Multi-Family Increase in 2013 - Increase Rates 2014 - Annual Increase of \$0.60/year Starting 2015 for all Customers														
Residential	\$ 19.25	\$ 19.25	\$ 20.70	\$ 21.30	\$ 21.90	\$ 22.50	\$ 23.10	\$ 23.70	\$ 24.30	\$ 24.90	\$ 25.50	\$ 26.10	\$ 26.10	\$ 6.85
Multi-Family	\$ 12.80	\$ 19.25	\$ 20.70	\$ 21.30	\$ 21.90	\$ 22.50	\$ 23.10	\$ 23.70	\$ 24.30	\$ 24.90	\$ 25.50	\$ 26.10	\$ 26.10	\$ 13.30
Commercial	\$ 12.00	\$ 12.00	\$ 14.15	\$ 14.75	\$ 15.35	\$ 15.95	\$ 16.55	\$ 17.15	\$ 17.75	\$ 18.35	\$ 18.95	\$ 19.55	\$ 19.55	\$ 7.55
Multi-Family Increase in 2013 & 2014 - Increase Rates 2015 - Annual Increase of \$0.50/year Starting 2016 for all Customers														
Residential	\$ 19.25	\$ 19.25	\$ 19.95	\$ 22.00	\$ 22.50	\$ 23.00	\$ 23.50	\$ 24.00	\$ 24.50	\$ 25.00	\$ 25.50	\$ 26.00	\$ 26.00	\$ 6.75
Multi-Family	\$ 12.80	\$ 16.00	\$ 19.25	\$ 22.00	\$ 22.50	\$ 23.00	\$ 23.50	\$ 24.00	\$ 24.50	\$ 25.00	\$ 25.50	\$ 26.00	\$ 26.00	\$ 13.20
Commercial	\$ 12.00	\$ 12.00	\$ 12.00	\$ 15.25	\$ 15.75	\$ 16.25	\$ 16.75	\$ 17.25	\$ 17.75	\$ 18.25	\$ 18.75	\$ 19.25	\$ 19.25	\$ 7.25

BUDGET WORKSHEET
075 Solid Waste - Rate Analysis One

ALTERNATIVE ONE

	2009 Actual %	2010 Actual %	2011 Actual %	2012 Estimate %	2013 Estimate %	2014 Estimate %	2015 Estimate %	2016 Estimate %
RESIDENTIAL	\$ 14.90	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 22.25	\$ 22.75
Count	0	0	6868	6882	0.1% 6889	0.1% 6896	0.1% 6903	0.1% 6910
Billings	0	0	1,586,508	1,589,742	1,591,332	1,592,923	1,843,012	1,886,312
% of total billings	0.0	0.0	59.3	61.1	61.1	61.1	56.6	56.4
MULTI-FAMILY	\$ 9.90	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ 22.25	\$ 22.75
Count	0	0	1659	1688	0.1% 1690	0.1% 1691	0.1% 1693	0.1% 1695
Billings	0	0	254,822	259,277	259,536	259,796	452,049	462,670
% of total billings	0.0	0.0	9.5	10.0	10.0	10.0	13.9	13.8
COMMERCIAL	\$ 9.25	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 15.25	\$ 15.75
Count	0	0	5230	5235	0.1% 5240	0.1% 5245	0.1% 5251	0.1% 5256
Billings	0	0	753,120	753,840	754,594	755,348	960,882	993,379
% of total billings	0.0	0.0	28.1	29.0	29.0	29.0	29.5	29.7
Total Billings	2,036,749.00	2,606,934.00	2,676,559.00	2,600,000.00	2,605,461.66	2,608,067.12	3,255,943.33	3,342,361.09
Other Income	139,980.00	170,914.00	229,217.00	164,500.00	167,000.00	142,000.00	142,000.00	142,000.00
Cash Balance 1/1		0.00	1,104,809.00	1,282,348.00	1,075,348.00	854,213.66	374,618.78	457,823.11
Total Income	2,176,729.00	2,777,848.00	4,010,585.00	4,046,848.00	3,847,809.66	3,604,280.78	3,772,562.11	3,942,184.19
Operating Expenses	2,319,027.00	2,701,627.00	2,728,237.00	2,971,500.00	2,993,596.00	3,229,662.00	3,314,739.00	3,436,711.00
Cash Balance 12/31		1,104,809.00	1,282,348.00	1,075,348.00	854,213.66	374,618.78	457,823.11	505,473.19
LANDFILL								
Landfill Tipping Fee	\$ 39.59	\$ 39.59	0.0% \$ 39.00	0.0% \$ 39.59	4.0% \$ 41.17	0.0% \$ 41.17	0.0% \$ 41.17	4.0% \$ 42.82
Tonnages	18,768.78	21,313.97	0.2% 19,584.41	8% 21,246.54	0.2% 21,289.03	0.2% 21,331.61	0.2% 21,374.27	0.2% 21,417.02
Landfill Costs	\$ 743,056.00	\$ 843,820.07	\$ 763,792.00	\$ 841,150.49	\$ 876,546.10	\$ 878,299.19	\$ 880,055.79	\$ 917,088.54
			Assist w/HHW Facility		First Increase			Second Increase

Estimated year to adjust the rates.

BUDGET WORKSHEET
075 Solid Waste - Rate Analysis One

ALTERNATIVE ONE

	2017 Estimate	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	Increase
	%	%	%	%	%	%	%	Amount
RESIDENTIAL	\$ 23.25	\$ 23.75	\$ 24.25	\$ 24.75	\$ 25.25	\$ 25.75	\$ 26.25	\$ 7.00
Count	0.1% 6916	0.1% 6923	0.1% 6930	0.1% 6937	0.1% 6944	0.1% 6951	0.1% 6958	
Billings	1,929,698	1,973,168	2,016,723	2,060,363	2,104,088	2,147,899	2,191,796	
	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	
% of total billings	56.3	56.1	56.0	55.8	55.7	55.6	55.5	
MULTI-FAMILY	\$ 23.25	\$ 23.75	\$ 24.25	\$ 24.75	\$ 25.25	\$ 25.75	\$ 26.25	\$ 13.45
Count	0.1% 1696	0.1% 1698	0.1% 1700	0.1% 1702	0.1% 1703	0.1% 1705	0.1% 1707	
Billings	473,311	483,974	494,657	505,361	516,086	526,831	537,598	
	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	
% of total billings	13.8	13.8	13.7	13.7	13.7	13.6	13.6	
COMMERCIAL	\$ 16.25	\$ 16.75	\$ 17.25	\$ 17.75	\$ 18.25	\$ 18.75	\$ 19.25	\$ 7.25
Count	0.1% 5261	0.1% 5266	0.1% 5272	0.1% 5277	0.1% 5282	0.1% 5288	0.1% 5293	
Billings	1,025,939	1,058,564	1,091,253	1,124,007	1,156,825	1,189,707	1,222,654	
	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	
% of total billings	29.9	30.1	30.3	30.5	30.6	30.8	30.9	
Total Billings	3,428,948.43	3,515,705.60	3,602,632.86	3,689,730.45	3,776,998.64	3,864,437.68	3,952,047.82	
Other Income	142,000.00	142,000.00	142,000.00	142,000.00	142,000.00	146,000.00	146,000.00	
Cash Balance 1/1	505,473.19	511,800.62	575,067.22	606,434.08	639,394.53	671,816.18	665,614.86	
Total Income	4,076,421.62	4,169,506.22	4,319,700.08	4,438,164.53	4,558,393.18	4,682,253.86	4,763,662.68	
Operating Expenses	3,564,621.00	3,594,439.00	3,713,266.00	3,798,770.00	3,886,577.00	4,016,639.00	4,108,763.00	
Cash Balance 12/31	511,800.62	575,067.22	606,434.08	639,394.53	671,816.18	665,614.86	654,899.68	
LANDFILL								
Landfill Tipping Fee	0.0% \$ 42.82	0.0% \$ 42.82	4.0% \$ 44.53	0.0% \$ 44.53	0.0% \$ 44.53	4.0% \$ 46.31	\$ 46.31	
Tonnages	0.2% 21,459.86	0.2% 21,502.78	0.2% 21,545.78	0.2% 21,588.87	0.2% 21,632.05	0.2% 21,675.31	0.2% 21,718.67	
Landfill Costs	\$ 918,922.71	\$ 920,760.56	\$ 959,506.16	\$ 961,425.17	\$ 963,348.03	\$ 1,003,885.71	\$1,005,893.48	
			Third Increase			Four Increase		

BUDGET WORKSHEET
075 Solid Waste - Rate Analysis Two

ALTERNATIVE TWO

	2009 Actual %	2010 Actual %	2011 Actual %	2012 Estimate %	2013 Estimate %	2014 Estimate %	2015 Estimate %	2016 Estimate %
RESIDENTIAL	\$ 14.90	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 20.75	\$ 21.35	\$ 21.95
Count	0	0	6868	6882	0.1% 6889	0.1% 6896	0.1% 6903	0.1% 6910
Billings	0	0	1,586,508	1,589,742	1,591,332	1,717,047	1,768,463	1,819,981
						\$1.50	\$0.60	\$0.60
% of total billings	0.0	0.0	59.3	61.1	61.1	56.6	56.4	56.2
MULTI-FAMILY	\$ 9.90	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ 20.75	\$ 21.35	\$ 21.95
Count	0	0	1659	1688	0.1% 1690	0.1% 1691	0.1% 1693	0.1% 1695
Billings	0	0	254,822	259,277	259,536	421,153	433,764	446,400
						\$7.95	\$0.60	\$0.60
% of total billings	0.0	0.0	9.5	10.0	10.0	13.9	13.8	13.8
COMMERCIAL	\$ 9.25	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 14.25	\$ 14.85	\$ 15.45
Count	0	0	5230	5235	0.1% 5240	0.1% 5245	0.1% 5251	0.1% 5256
Billings	0	0	753,120	753,840	754,594	896,976	935,678	974,457
						\$2.25	\$0.60	\$0.60
% of total billings	0.0	0.0	28.1	29.0	29.0	29.6	29.8	30.1
Total Billings	2,036,749.00	2,606,934.00	2,676,559.00	2,600,000.00	2,605,461.66	3,035,176.26	3,137,905.92	3,240,838.01
Other Income	139,980.00	170,914.00	229,217.00	164,500.00	167,000.00	142,000.00	142,000.00	142,000.00
Cash Balance 1/1		0.00	1,104,809.00	1,282,348.00	1,075,348.00	854,213.66	801,727.92	766,894.84
Total Income	2,176,729.00	2,777,848.00	4,010,585.00	4,046,848.00	3,847,809.66	4,031,389.92	4,081,633.84	4,149,732.85
Operating Expenses	2,319,027.00	2,701,627.00	2,728,237.00	2,971,500.00	2,993,596.00	3,229,662.00	3,314,739.00	3,436,711.00
Cash Balance 12/31		1,104,809.00	1,282,348.00	1,075,348.00	854,213.66	801,727.92	766,894.84	713,021.85
LANDFILL								
Landfill Tipping Fee	\$ 39.59	\$ 39.59	0.0% \$ 39.00	0.0% \$ 39.59	4.0% \$ 41.17	0.0% \$ 41.17	0.0% \$ 41.17	4.0% \$ 42.82
Tonnages	18,768.78	21,313.97	0.2% 19,584.41	8% 21,246.54	0.2% 21,289.03	0.2% 21,331.61	0.2% 21,374.27	0.2% 21,417.02
Landfill Costs	\$ 743,056.00	\$ 843,820.07	\$ 763,792.00	\$ 841,150.49	\$ 876,546.10	\$ 878,299.19	\$ 880,055.79	\$ 917,088.54
			Assist w/HHW Facility		First Increase			Second Increase

Estimated year to adjust the rates.

BUDGET WORKSHEET
075 Solid Waste - Rate Analysis Two

ALTERNATIVE TWO

	2017 Estimate	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	Increase
	%	%	%	%	%	%	%	Amount
RESIDENTIAL	\$ 22.55	\$ 23.15	\$ 23.75	\$ 24.35	\$ 24.95	\$ 25.55	\$ 26.15	\$ 6.90
Count	0.1% 6916	0.1% 6923	0.1% 6930	0.1% 6937	0.1% 6944	0.1% 6951	0.1% 6958	
Billings	1,871,599	1,923,319	1,975,141	2,027,064	2,079,089	2,131,217	2,183,446	
	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	
% of total billings	56.0	55.8	55.6	55.5	55.3	55.2	55.0	
MULTI-FAMILY	\$ 22.55	\$ 23.15	\$ 23.75	\$ 24.35	\$ 24.95	\$ 25.55	\$ 26.15	\$ 13.35
Count	0.1% 1696	0.1% 1698	0.1% 1700	0.1% 1702	0.1% 1703	0.1% 1705	0.1% 1707	
Billings	459,061	471,747	484,458	497,193	509,954	522,740	535,550	
	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	
% of total billings	13.7	13.7	13.6	13.6	13.6	13.5	13.5	
COMMERCIAL	\$ 16.05	\$ 16.65	\$ 17.25	\$ 17.85	\$ 18.45	\$ 19.05	\$ 19.65	\$ 7.65
Count	0.1% 5261	0.1% 5266	0.1% 5272	0.1% 5277	0.1% 5282	0.1% 5288	0.1% 5293	
Billings	1,013,312	1,052,244	1,091,253	1,130,339	1,169,502	1,208,742	1,248,060	
	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	
% of total billings	30.3	30.5	30.7	30.9	31.1	31.3	31.5	
Total Billings	3,343,972.82	3,447,310.66	3,550,851.84	3,654,596.65	3,758,545.39	3,862,698.38	3,967,055.92	
Other Income	142,000.00	142,000.00	142,000.00	142,000.00	142,000.00	146,000.00	146,000.00	
Cash Balance 1/1	713,021.85	634,373.67	629,245.33	608,831.17	606,657.81	620,626.21	612,685.59	
Total Income	4,198,994.67	4,223,684.33	4,322,097.17	4,405,427.81	4,507,203.21	4,629,324.59	4,725,741.51	
Operating Expenses	3,564,621.00	3,594,439.00	3,713,266.00	3,798,770.00	3,886,577.00	4,016,639.00	4,108,763.00	
Cash Balance 12/31	634,373.67	629,245.33	608,831.17	606,657.81	620,626.21	612,685.59	616,978.51	
LANDFILL								
Landfill Tipping Fee	0.0% \$ 42.82	0.0% \$ 42.82	4.0% \$ 44.53	0.0% \$ 44.53	0.0% \$ 44.53	4.0% \$ 46.31	\$ 46.31	
Tonnages	0.2% 21,459.86	0.2% 21,502.78	0.2% 21,545.78	0.2% 21,588.87	0.2% 21,632.05	0.2% 21,675.31	0.2% 21,718.67	
Landfill Costs	\$ 918,922.71	\$ 920,760.56	\$ 959,506.16	\$ 961,425.17	\$ 963,348.03	\$ 1,003,885.71	\$1,005,893.48	
			Third Increase			Four Increase		

BUDGET WORKSHEET
075 Solid Waste - Rate Analysis Three

ALTERNATIVE THREE

	2009 Actual %	2010 Actual %	2011 Actual %	2012 Estimate %	2013 Estimate %	2014 Estimate %	2015 Estimate %	2016 Estimate %
RESIDENTIAL	\$ 14.90	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 20.70	\$ 21.30	\$ 21.90
Count	0	0	6868	6882	0.1% 6889	0.1% 6896	0.1% 6903	0.1% 6910
Billings	0	0	1,586,508	1,589,742	1,591,332	1,712,909	1,764,322	1,815,835
% of total billings	0.0	0.0	59.3	61.1	58.2	56.6	56.4	56.2
MULTI-FAMILY	\$ 9.90	\$ 12.80	\$ 12.80	\$ 12.80	\$ 19.25	\$ 20.70	\$ 21.30	\$ 21.90
Count	0	0	1659	1688	0.1% 1690	0.1% 1691	0.1% 1693	0.1% 1695
Billings	0	0	254,822	259,277	390,318	420,138	432,748	445,383
% of total billings	0.0	0.0	9.5	10.0	14.3	13.9	13.8	13.8
COMMERCIAL	\$ 9.25	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 14.15	\$ 14.75	\$ 15.35
Count	0	0	5230	5235	0.1% 5240	0.1% 5245	0.1% 5251	0.1% 5256
Billings	0	0	753,120	753,840	754,594	890,682	929,378	968,150
% of total billings	0.0	0.0	28.1	29.0	27.6	29.5	29.7	30.0
Total Billings	2,036,749.00	2,606,934.00	2,676,559.00	2,600,000.00	2,736,243.51	3,023,729.40	3,126,447.62	3,229,368.24
Other Income	139,980.00	170,914.00	229,217.00	164,500.00	167,000.00	142,000.00	142,000.00	142,000.00
Cash Balance 1/1		0.00	1,104,809.00	1,282,348.00	1,075,348.00	984,995.51	921,062.91	874,771.53
Total Income	2,176,729.00	2,777,848.00	4,010,585.00	4,046,848.00	3,978,591.51	4,150,724.91	4,189,510.53	4,246,139.77
Operating Expenses	2,319,027.00	2,701,627.00	2,728,237.00	2,971,500.00	2,993,596.00	3,229,662.00	3,314,739.00	3,436,711.00
Cash Balance 12/31		1,104,809.00	1,282,348.00	1,075,348.00	984,995.51	921,062.91	874,771.53	809,428.77
LANDFILL								
Landfill Tipping Fee	\$ 39.59	\$ 39.59	0.0% \$ 39.00	0.0% \$ 39.59	4.0% \$ 41.17	0.0% \$ 41.17	0.0% \$ 41.17	4.0% \$ 42.82
Tonnages	18,768.78	21,313.97	0.2% 19,584.41	8% 21,246.54	0.2% 21,289.03	0.2% 21,331.61	0.2% 21,374.27	0.2% 21,417.02
Landfill Costs	\$ 743,056.00	\$ 843,820.07	\$ 763,792.00	\$ 841,150.49	\$ 876,546.10	\$ 878,299.19	\$ 880,055.79	\$ 917,088.54
			Assist w/HHW Facility		First Increase			Second Increase

Estimated year to adjust the rates.

BUDGET WORKSHEET
075 Solid Waste - Rate Analysis Three

ALTERNATIVE THREE

	2017 Estimate	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	Increase
	%	%	%	%	%	%	%	Amount
RESIDENTIAL								
Count	\$ 22.50	\$ 23.10	\$ 23.70	\$ 24.30	\$ 24.90	\$ 25.50	\$ 26.10	\$ 6.85
Billings	0.1% 6916	0.1% 6923	0.1% 6930	0.1% 6937	0.1% 6944	0.1% 6951	0.1% 6958	
	1,867,449	1,919,165	1,970,983	2,022,902	2,074,923	2,127,046	2,179,271	
	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	
% of total billings	56.0	55.9	55.7	55.5	55.4	55.2	55.1	
MULTI-FAMILY								
Count	\$ 22.50	\$ 23.10	\$ 23.70	\$ 24.30	\$ 24.90	\$ 25.50	\$ 26.10	\$ 13.30
Billings	0.1% 1696	0.1% 1698	0.1% 1700	0.1% 1702	0.1% 1703	0.1% 1705	0.1% 1707	
	458,043	470,728	483,438	496,172	508,932	521,717	534,526	
	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	
% of total billings	13.7	13.7	13.7	13.6	13.6	13.5	13.5	
COMMERCIAL								
Count	\$ 15.95	\$ 16.55	\$ 17.15	\$ 17.75	\$ 18.35	\$ 18.95	\$ 19.55	\$ 7.55
Billings	0.1% 5261	0.1% 5266	0.1% 5272	0.1% 5277	0.1% 5282	0.1% 5288	0.1% 5293	
	1,006,999	1,045,925	1,084,927	1,124,007	1,163,163	1,202,397	1,241,708	
	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	
% of total billings	30.2	30.4	30.7	30.9	31.0	31.2	31.4	
Total Billings	3,332,491.59	3,435,817.95	3,539,347.63	3,643,080.93	3,747,018.16	3,851,159.63	3,955,505.63	
Other Income	142,000.00	142,000.00	142,000.00	142,000.00	142,000.00	146,000.00	146,000.00	
Cash Balance 1/1	809,428.77	719,299.36	702,678.30	670,759.93	657,070.86	659,512.03	640,032.66	
Total Income	4,283,920.36	4,297,117.30	4,384,025.93	4,455,840.86	4,546,089.03	4,656,671.66	4,741,538.28	
Operating Expenses	3,564,621.00	3,594,439.00	3,713,266.00	3,798,770.00	3,886,577.00	4,016,639.00	4,108,763.00	
Cash Balance 12/31	719,299.36	702,678.30	670,759.93	657,070.86	659,512.03	640,032.66	632,775.28	
LANDFILL								
Landfill Tipping Fee	0.0% \$ 42.82	0.0% \$ 42.82	4.0% \$ 44.53	0.0% \$ 44.53	0.0% \$ 44.53	4.0% \$ 46.31	\$ 46.31	
Tonnages	0.2% 21,459.86	0.2% 21,502.78	0.2% 21,545.78	0.2% 21,588.87	0.2% 21,632.05	0.2% 21,675.31	0.2% 21,718.67	
Landfill Costs	\$ 918,922.71	\$ 920,760.56	\$ 959,506.16	\$ 961,425.17	\$ 963,348.03	\$ 1,003,885.71	\$1,005,893.48	
			Third Increase			Four Increase		

BUDGET WORKSHEET
075 Solid Waste - Rate Analysis Four

ALTERNATIVE FOUR

	2009 Actual %	2010 Actual %	2011 Actual %	2012 Estimate %	2013 Estimate %	2014 Estimate %	2015 Estimate %	2016 Estimate %
RESIDENTIAL	\$ 14.90	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 19.25	\$ 22.00	\$ 22.50
Count	0	0	6868	6882	0.1% 6889	0.1% 6896	0.1% 6903	0.1% 6910
Billings	0	0	1,586,508	1,589,742	1,591,332	1,592,923	1,822,304	1,865,584
% of total billings	0.0	0.0	59.3	61.1	59.6	58.2	56.4	56.3
MULTI-FAMILY	\$ 9.90	\$ 12.80	\$ 12.80	\$ 12.80	\$ 16.00	\$ 19.25	\$ 22.00	\$ 22.50
Count	0	0	1659	1688	0.1% 1690	0.1% 1691	0.1% 1693	0.1% 1695
Billings	0	0	254,822	259,277	324,420	390,708	446,970	457,586
% of total billings	0.0	0.0	9.5	10.0	12.1	14.3	13.8	13.8
COMMERCIAL	\$ 9.25	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 15.25	\$ 15.75
Count	0	0	5230	5235	0.1% 5240	0.1% 5245	0.1% 5251	0.1% 5256
Billings	0	0	753,120	753,840	754,594	755,348	960,882	993,379
% of total billings	0.0	0.0	28.1	29.0	28.3	27.6	29.7	30.0
Total Billings	2,036,749.00	2,606,934.00	2,676,559.00	2,600,000.00	2,670,345.68	2,738,979.75	3,230,156.12	3,316,548.09
Other Income	139,980.00	170,914.00	229,217.00	164,500.00	167,000.00	142,000.00	142,000.00	142,000.00
Cash Balance 1/1		0.00	1,104,809.00	1,282,348.00	1,075,348.00	919,097.68	570,415.43	627,832.55
Total Income	2,176,729.00	2,777,848.00	4,010,585.00	4,046,848.00	3,912,693.68	3,800,077.43	3,942,571.55	4,086,380.64
Operating Expenses	2,319,027.00	2,701,627.00	2,728,237.00	2,971,500.00	2,993,596.00	3,229,662.00	3,314,739.00	3,436,711.00
Cash Balance 12/31		1,104,809.00	1,282,348.00	1,075,348.00	919,097.68	570,415.43	627,832.55	649,669.64
LANDFILL								
Landfill Tipping Fee	\$ 39.59	\$ 39.59	0.0% \$ 39.00	0.0% \$ 39.59	4.0% \$ 41.17	0.0% \$ 41.17	0.0% \$ 41.17	4.0% \$ 42.82
Tonnages	18,768.78	21,313.97	0.2% 19,584.41	8% 21,246.54	0.2% 21,289.03	0.2% 21,331.61	0.2% 21,374.27	0.2% 21,417.02
Landfill Costs	\$ 743,056.00	\$ 843,820.07	\$ 763,792.00	\$ 841,150.49	\$ 876,546.10	\$ 878,299.19	\$ 880,055.79	\$ 917,088.54
			Assist w/HHW Facility		First Increase			Second Increase

Estimated year to adjust the rates.

BUDGET WORKSHEET
075 Solid Waste - Rate Analysis Four

ALTERNATIVE FOUR

	2017 Estimate	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	Increase
	%	%	%	%	%	%	%	Amount
RESIDENTIAL								
Count	\$ 23.00 0.1% 6916	\$ 23.50 0.1% 6923	\$ 24.00 0.1% 6930	\$ 24.50 0.1% 6937	\$ 25.00 0.1% 6944	\$ 25.50 0.1% 6951	\$ 26.00 0.1% 6958	\$ 6.75
Billings	1,908,948 \$0.50	1,952,397 \$0.50	1,995,932 \$0.50	2,039,551 \$0.50	2,083,256 \$0.50	2,127,046 \$0.50	2,170,921 \$0.50	
% of total billings	56.1	55.9	55.8	55.7	55.5	55.4	55.3	
MULTI-FAMILY								
Count	\$ 23.00 0.1% 1696	\$ 23.50 0.1% 1698	\$ 24.00 0.1% 1700	\$ 24.50 0.1% 1702	\$ 25.00 0.1% 1703	\$ 25.50 0.1% 1705	\$ 26.00 0.1% 1707	\$ 13.20
Billings	468,222 \$0.50	478,879 \$0.50	489,557 \$0.50	500,256 \$0.50	510,976 \$0.50	521,717 \$0.50	532,478 \$0.50	
% of total billings	13.8	13.7	13.7	13.7	13.6	13.6	13.6	
COMMERCIAL								
Count	\$ 16.25 0.1% 5261	\$ 16.75 0.1% 5266	\$ 17.25 0.1% 5272	\$ 17.75 0.1% 5277	\$ 18.25 0.1% 5282	\$ 18.75 0.1% 5288	\$ 19.25 0.1% 5293	\$ 7.25
Billings	1,025,939 \$0.50	1,058,564 \$0.50	1,091,253 \$0.50	1,124,007 \$0.50	1,156,825 \$0.50	1,189,707 \$0.50	1,222,654 \$0.50	
% of total billings	30.1	30.3	30.5	30.7	30.8	31.0	31.1	
Total Billings	3,403,109.62	3,489,840.95	3,576,742.35	3,663,814.05	3,751,056.33	3,838,469.42	3,926,053.59	
Other Income	142,000.00	142,000.00	142,000.00	142,000.00	142,000.00	146,000.00	146,000.00	
Cash Balance 1/1	649,669.64	630,158.26	667,560.22	673,036.57	680,080.62	686,559.95	654,390.37	
Total Income	4,194,779.26	4,261,999.22	4,386,302.57	4,478,850.62	4,573,136.95	4,671,029.37	4,726,443.96	
Operating Expenses	3,564,621.00	3,594,439.00	3,713,266.00	3,798,770.00	3,886,577.00	4,016,639.00	4,108,763.00	
Cash Balance 12/31	630,158.26	667,560.22	673,036.57	680,080.62	686,559.95	654,390.37	617,680.96	
LANDFILL								
Landfill Tipping Fee	0.0% \$ 42.82	0.0% \$ 42.82	4.0% \$ 44.53	0.0% \$ 44.53	0.0% \$ 44.53	4.0% \$ 46.31	\$ 46.31	
Tonnages	0.2% 21,459.86	0.2% 21,502.78	0.2% 21,545.78	0.2% 21,588.87	0.2% 21,632.05	0.2% 21,675.31	0.2% 21,718.67	
Landfill Costs	\$ 918,922.71	\$ 920,760.56	\$ 959,506.16	\$ 961,425.17	\$ 963,348.03	\$ 1,003,885.71	\$1,005,893.48	
			Third Increase			Four Increase		

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 27 September 2012

RE: AMERICAN LEGION REQUEST FOR PROPOSALS FOR USE

ISSUE

Proposals were received today in response to the American Legion RFP.

BACKGROUND

On July 17th, the Governing Body authorized an RFP process for use of the American Legion Building. The RFP was issued on August 9th, with calling for submission of proposals on September 27th. I had anticipated getting 3 or 4 submittals; however, only one proposal was received.

CCS Properties, LLC – Candice Gamino and Carlos Gamino – propose to convert the building into four three bedroom apartments. Their proposal is attached.

ALTERNATIVES

- 1) The Governing Body may schedule a formal presentation by CCS Properties.
- 2) The Governing Body may reject the proposal and defer action to a later date.

RECOMMENDATION

Should the Governing Body desire a formal presentation from CCS Properties, staff will schedule the formal presentation on the date selected.

FISCAL

CCS Properties would pay \$1,000.00 for the property if all of the conditions can be worked out.

Steve Cottrell



Engineering Department

Steven F. Cottrell, P.E.,
City Engineer

Alex L. Mestdagh, P.E.
Assistant City Engineer

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1130
FAX 620.276.1137
www.garden-city.org

CCS Properties, LLC

**Proposal for the American Legion
Building**

9/27/12

Intended Use

To renovate the American Legion into a luxury apartment building comprising at least 4 three bedroom two bath units. Our intent is to keep the facade of the building as is, except for minor repairs and new windows that are similar to the style of the original design. Private off street parking will be provided in the parking lot to the north. The drawings submitted with this proposal are just preliminary but do provide an idea of how the space inside the building can be broken up to accommodate 2 units on each floor. The concept of making six units, 2 one bedrooms/efficiencies and 4 two bedrooms, is still another possibility under consideration

Parties Involved

CCS Properties

Contingencies

- i) approval of financing
- ii) appropriate rezoning
- iii) purchase of parking lot to the north
- iv) the city provides new water lines and sewer line if needed
- v) the building is structurally sound
- vi) sale of the building for \$1000

Financing

The project will be financed through a loan and private savings.

Project Time

The renovation will take approximately 6 months from the date of the approval of the site plans.

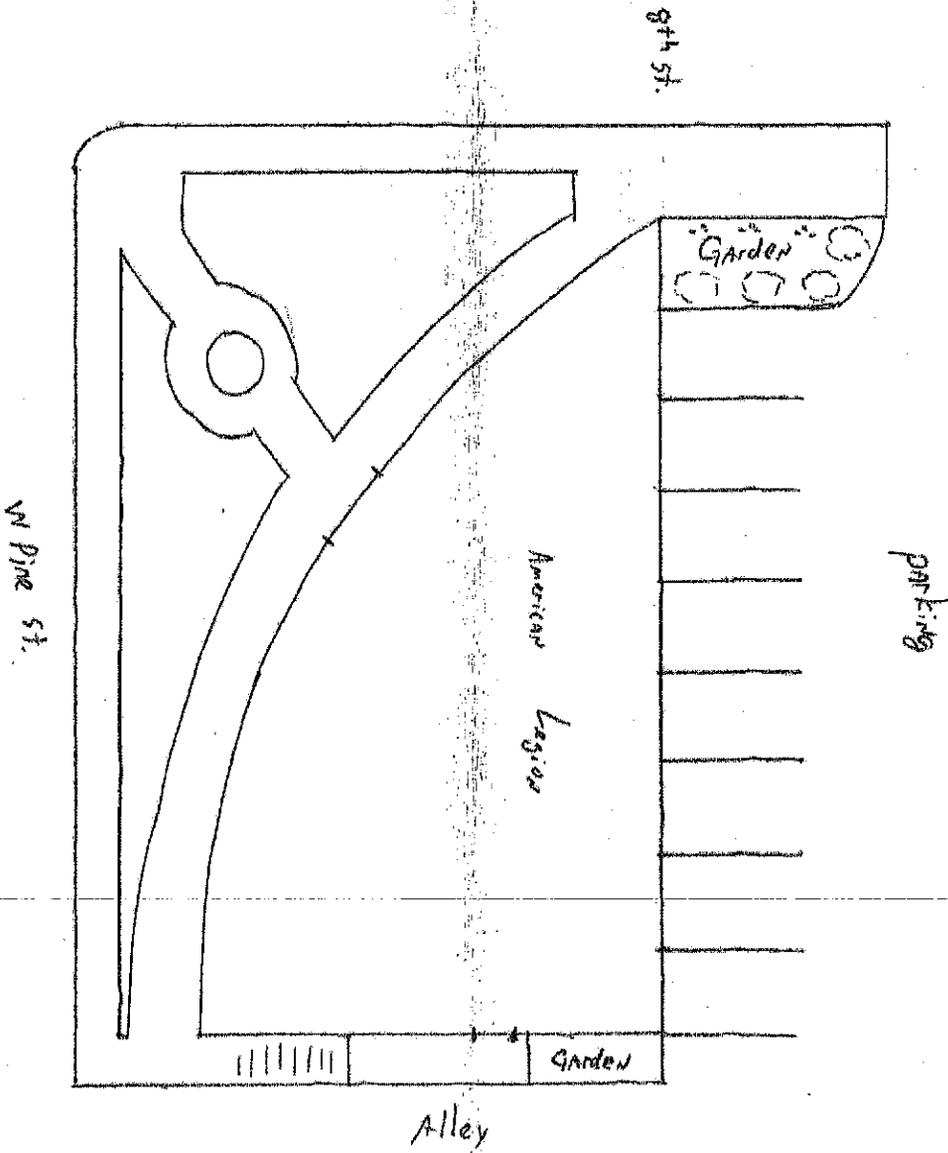
Miscellaneous

We invite the decision making body to visit the apartments located at 704 N Main to get a better understanding of what we intend to do with the American Legion.

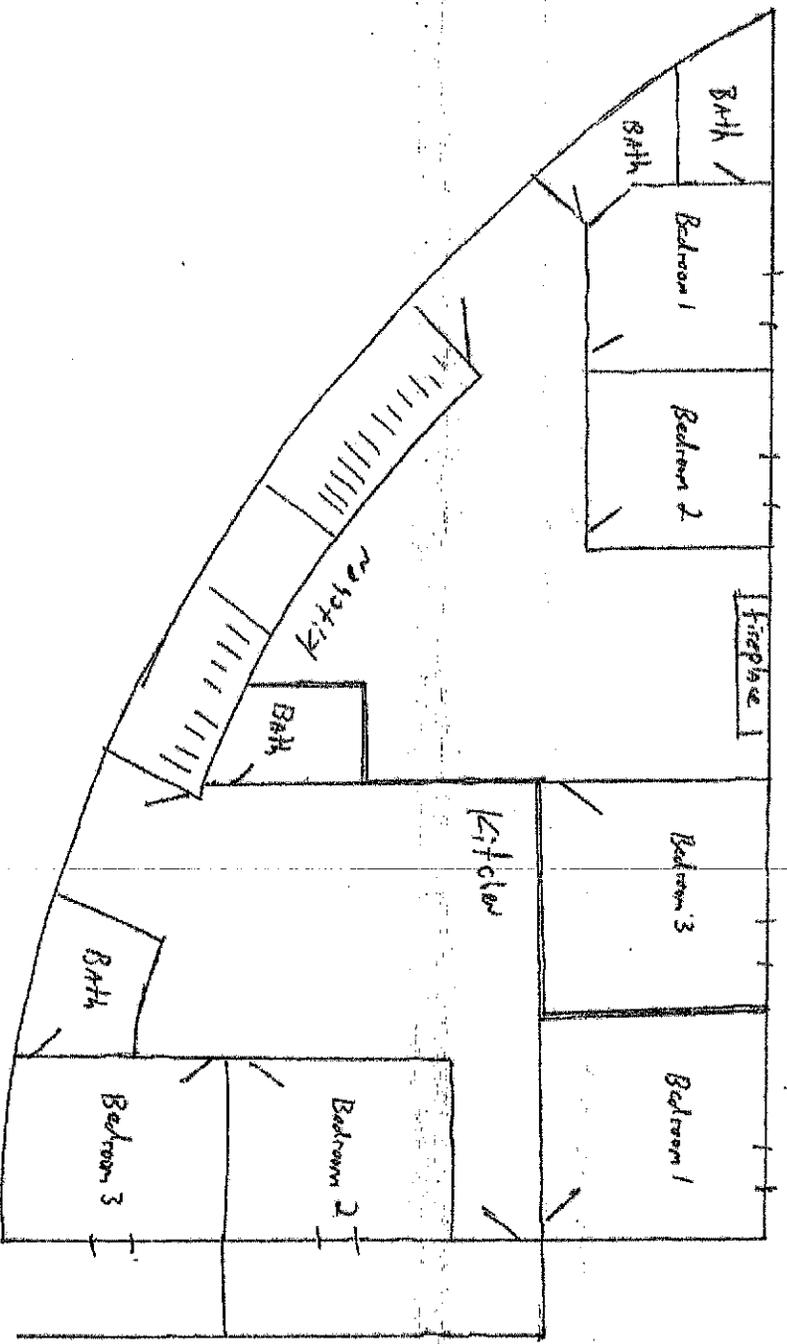
Contact Information

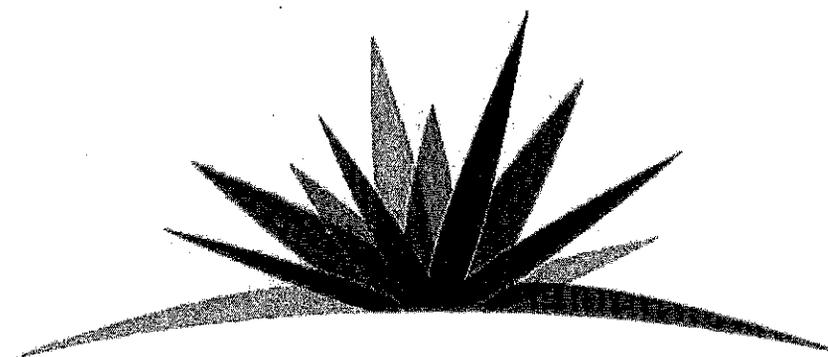
Carlos Gamino 703.408.2739
Candace Gamino 620.275.5337

losgamino@gmail.com
clgamino1115@gmail.com



Plan for Bath Floors





GARDEN CITY

— KANSAS —

**REQUEST FOR PROPOSALS
FOR USE OF THE
AMERICAN LEGION BUILDING**

2012

AMERICAN LEGION BUILDING USE REQUEST FOR PROPOSALS

The City of Garden City is requesting formal proposals for the use of the former American Legion building, 125 W. Pine Street. Proposals will be received at the City Engineer's Office, 301 N. 8th Street, Garden City, Kansas, until 2:00 p.m., September 27, 2012. Presentations to the City Commission will then be scheduled in October.

The proposal documents may be obtained from the City Engineer's Office. The proposals will be evaluated by the City Commission. The City reserves the right to reject any or all proposals and to accept the proposal deemed to be in the best interest of the City. The documents are also available electronically. Email steve.cottrell@gardencityks.us for further information.

The public may also offer suggestions to the City Commission for use of the American Legion Building. Suggestions may be submitted to the City Engineer until 2:00 p.m., September 27, 2012.

A pre-submittal information meeting will be held at 10:00 am, August 21, 2012 in the second floor meeting room at the City Administration Center, 301 N. 8th Street to explain the proposal process.



Steven F. Cottrell, P.E.
City Engineer

AMERICAN LEGION BUILDING USE PROPOSAL GENERAL

The City of Garden City is requesting formal proposals for the use of the former American Legion building, 125 W. Pine Street. Proposals will be received at the City Engineer's Office, 301 N. 8th Street, Garden City, Kansas, until 2:00 p.m., September 27, 2012. Presentations to the City Commission will then be scheduled in October.

A pre-submittal information meeting will be held at 11:00 am, August 21, 2012 in the second floor meeting room at the City Administration Center, 301 N. 8th Street to explain the proposal process.

A calendar for Selection is contained herein. Minor variations may occur due to conflicts.

Specific information on the property follows. Additional requirements also follow.

Evaluation criteria may include, but are not limited to, the following factors:

- Character and type of use
- Service or community organizations, individually or as co-tenants, that:
 - help our new residents become acclimated to life in Garden City and the United States and lead toward citizenship
 - arts or other civic based programs
- Financial capability to complete and operate the proposed use
- Timeline to complete the project
- Private financing vs. public financing
- Incentives requested
- Qualifications of the user and experience with the type of use proposed.

For access to the building, contact the City Engineer's office at 620-276-1130.

The City reserves the right to reject any or all proposals and to accept the proposal deemed to be in the best interest of the City.

**CITY OF GARDEN CITY
AMERICAN LEGION BUILDING USE PROPOSAL
SELECTION PROCEDURE**

A. INITIAL SUBMITTALS *(8 hard copies & PDF or other electronic files)*

1. *Submittals* for ranking proposals
 - A. Written description of the proposed use with sufficient detail to convey the intent for building and property use
 - B. Identification of the major parties involved
 - C. Preliminary drawings (11x17) with sufficient detail to convey the respondent's intent for building and property use
 - i. Floor plan sketches
 - ii. Conceptual site plan
 - D. Waivers, if any, requested from City development policies and regulations
 - E. Method of financing the project
 - i. Proof of commitment of funding to complete and operate the proposed use
 - ii. Private v. Public funding
 - iii. Incentives requested such as –
 - a. Acquisition of the property
 - b. Design and/or construction of interior remodeling
 - c. Waiver of permit fees
 - F. Projected schedule to complete the project *(specific dates are not required, use number of weeks or months)*

B. INITIAL RANKING

Depending on the number and quality of the Submittals received, the City Commission may rank the submittals and invite the top 3 to 5 to make presentations.

C. PRESENTATIONS *(8 hard copies & PDF or other electronic files of any new material or if different from initial submittal)*

D. FINAL RANKING

1. City Commission will re-rank submittals after presentations.
2. The City reserves the right to reject any or all proposals and to accept the proposal deemed to be in the best interest of the City.

E. LEASE/SALE

If the selected proposal is not from within the City of Garden City government, the entity will be required to execute a long term lease. If the entity requires fee simple ownership of the property, a sales contract will be prepared, which will include a revision clause should the project not be started and/or completed within a specified timeline.

FORMER AMERICAN LEGION BUILDING



Building History: the building was constructed in 1931 for the American Legion, and served that function until late 2011, when the American Legion moved to the former National Guard Armory. No building plans are available.

Building Size: 3,300 ± Sq. Ft. per floor.

Handicap Access: The building is not currently ADA accessible. The American Legion had started preliminary demolition in the west front stairway for an elevator that was not installed. Contact Kaleb Kentner in the Community Development Department with questions on ADA issues.

Types of use:

- Not for profit agency, as a single tenant or multiple agencies as co-tenants
- For profit use consistent with existing Zoning.

Parking: The property does not have any associated off street parking. Parking is available at the City parking lot on the south side of Pine Street.

Utilities: (Water, Sewer and Electric and Black Hills Energy billing histories are attached)

Water – 1" service from the existing 4" main in 8th Street, meter is at NW corner of building. A 1" irrigation meter is in the landscaped area in front.

Sewer – service connected to the existing 8" main in Pine Street

Electric – 400a, 120/240v, service (Demand Meter) on east side of building.

Solid Waste – dumpster on east side of building

Gas – service at NW corner of building

Phone – service entrance east side of building

Cable TV – service entrance east side of building

Current Zoning: C-3, Central Business, see attached. Rezoning may be possible.

Floodplain: The site is not in the existing and proposed floodplain.

**AMERICAN LEGION BUILDING USE PROPOSAL
SCHEDULE FOR SELECTION**

Advertise & distribute RFP	August 10, 2012
Pre-submittal Meeting at the City Administrative Center	August 21, 2012, 10:00 am
Submit Proposals, City Engineer's Office	September 27, 2012, 2:00 pm
Review and rank Initial Submittals – completed by	October 5, 2012
Schedule presentations to City Commission	October 9, 2012
Presentations to City Commission	October 16 <i>or</i> 30, 2012
City Commission decision	November 6, 2012
Negotiate Lease	November, 2012
City Commission Approval of Lease	December 4, 2012

5 September 2012

FROM: Steve Cottrell, City Engineer

RE: AMERICAN LEGION RFP

Q & A

Is the paved lot just north of the building available?

The lot is owned by Paul Kornechuk, Key Office. He is not interested in selling only a portion of his property, he would sell it all.

How deep is the sewer in the street – can the elevated restrooms in the lower level be put back to floor elevation?

The sewer is approximately 7 feet deep in Eighth Street. We have not surveyed the restroom elevation in relation to the sewer.

When was the fire in the building?

The fire was in 1978, we do not have any information as to how the building repairs were accomplished.

Will the base valuation of the property start at what it is appraised at now, and will the improvements be added on top of that?

The County Appraiser's Office is reevaluating the property and will likely lower the valuation soon. The building would be reappraised after the remodeling.

OTHER

A KSU Architecture student has expressed an interest in working on the American Legion project for his graduate studio thesis.

Garrett Kilbride
Master of Architecture Graduate Student
224-522-5849
kilbride@ksu.edu



**Engineering
Department**

Steven F. Cottrell, P.E.
City Engineer

Alex L. Mestdagh, P.E.
Assistant City Engineer

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1130
FAX 620.276.1137
www.garden-city.org

Printed for transactions between 8/1/2010 and 7/31/2012
 125 W PINE

Trans Date	Transaction	Entry Description	Debits	Credits	Consumption
	Account Name		Balance		
	060356-001	AMERICAN LEGION HALL	\$0.00		
08/12/10	Charge Penalty		\$50.94		
08/20/10	Billed Demand		\$421.40		39.00
08/20/10	Customer Charge		\$15.00		
08/20/10	Drainage Trill		\$3.00		
08/20/10	ECA Charge		\$117.69		
08/20/10	Elec City Tax		\$7.71		
08/20/10	Elec County Tax		\$8.86		
08/20/10	Elec State Tax		\$48.55		
08/20/10	Energy		\$208.50		5360.00
08/20/10	Security Lights		\$8.00		
08/20/10	Sewer		\$30.00		
08/20/10	Solid Waste		\$144.00		2.00
08/20/10	Water City Tax		\$0.15		
08/20/10	Water County Tx		\$0.17		
08/20/10	Water State Tax		\$0.95		
08/20/10	Water(Comm)		\$15.06		45.00
08/20/10	Wtr Prot Fee		\$0.14		45.00
09/13/10	Charge Penalty		\$51.46		
09/20/10	Billed Demand		\$425.70		
09/20/10	Customer Charge		\$15.00		40.00
09/20/10	Drainage Trill		\$3.00		
09/20/10	ECA Charge		\$96.73		
09/20/10	Elec City Tax		\$7.10		
09/20/10	Elec County Tax		\$8.17		
09/20/10	Elec State Tax		\$44.75		
09/20/10	Energy		\$164.94		4240.00
09/20/10	Security Lights		\$8.00		
09/20/10	Sewer		\$30.00		
09/20/10	Solid Waste		\$144.00		2.00
09/20/10	Water City Tax		\$0.15		
09/20/10	Water County Tx		\$0.18		
09/20/10	Water State Tax		\$0.97		47.00
09/20/10	Water(Comm)		\$15.40		47.00
09/20/10	Wtr Prot Fee		\$0.15		29.00
10/25/10	Billed Demand		\$250.56		
10/25/10	Customer Charge		\$15.00		
10/25/10	Drainage Trill		\$3.00		
10/25/10	ECA Charge		\$73.07		
10/25/10	Elec City Tax		\$4.64		
10/25/10	Elec County Tax		\$5.34		
10/25/10	Elec State Tax		\$29.26		
10/25/10	Energy		\$117.87		3160.00
10/25/10	Security Lights		\$8.00		
10/25/10	Sewer		\$30.00		
10/25/10	Solid Waste		\$144.00		2.00
10/25/10	Water City Tax		\$0.12		
10/25/10	Water County Tx		\$0.14		

Printed for transactions between 8/1/2010 and 7/31/2012
 125 W PINE

Trans Date	Transaction	Entry Description	Debits	Credits	Consumption
10/25/10	Water State Tax		\$0.77		
10/25/10	Water(Comm)		\$12.20		28.00
10/25/10	Mtr Prot Fee		\$0.09		28.00
11/15/10	Charge Penalty		\$34.70		
11/23/10	Billed Demand		\$132.24		15.00
11/23/10	Customer Charge		\$15.00		
11/23/10	Disconnect Notice - Green				
11/23/10	Drainage Util		\$3.00		
11/23/10	BCA Charge		\$40.93		
11/23/10	Elec City Tax		\$2.62		
11/23/10	Elec County Tax		\$3.01		
11/23/10	Elec State Tax		\$16.49		
11/23/10	Energy		\$65.65		1760.00
11/23/10	Security Lights		\$8.00		
11/23/10	Sewer		\$30.00		2.00
11/23/10	Solid Waste		\$144.00		
11/23/10	Water City Tax		\$0.12		
11/23/10	Water County Tx		\$0.13		
11/23/10	Water State Tax		\$0.74		
11/23/10	Water(Comm)		\$11.70		25.00
11/23/10	Mtr Prot Fee		\$0.08		25.00
12/16/10	Charge Penalty		\$23.69		
12/20/10	Billed Demand		\$107.88		12.00
12/20/10	Customer Charge		\$15.00		
12/20/10	Disconnect Notice - Green				
12/20/10	Drainage Util		\$3.00		
12/20/10	ECA Charge		\$50.51		
12/20/10	Elec City Tax		\$2.63		
12/20/10	Elec County Tax		\$3.03		
12/20/10	Elec State Tax		\$16.60		2200.00
12/20/10	Energy		\$82.06		
12/20/10	Security Lights		\$8.00		
12/20/10	Sewer		\$30.00		2.00
12/20/10	Solid Waste		\$144.00		
12/20/10	Water City Tax		\$0.11		
12/20/10	Water County Tx		\$0.12		
12/20/10	Water State Tax		\$0.68		20.00
12/20/10	Water(Comm)		\$10.86		20.00
12/20/10	Mtr Prot Fee		\$0.06		14.00
01/20/11	Billed Demand		\$119.71		
01/20/11	Customer Charge		\$15.00		
01/20/11	Drainage Util		\$3.00		
01/20/11	ECA Charge		\$54.71		
01/20/11	Elec City Tax		\$2.87		
01/20/11	Elec County Tax		\$3.30		
01/20/11	Elec State Tax		\$18.08		2400.00
01/20/11	Energy		\$89.52		
01/20/11	Security Lights		\$8.00		
01/20/11	Sewer		\$30.00		2.00
01/20/11	Solid Waste		\$144.00		
01/20/11	Water City Tax		\$0.13		

Printed for transactions between 8/1/2010 and 7/31/2012
 125 W PINE

Trans Date	Transaction	Entry Description	Debits	Credits	Consumption
01/20/11	Water County Tx		\$0.15		
01/20/11	Water State Tax		\$0.83		
01/20/11	Water(Comm)		\$13.21		34.00
01/20/11	Wtr Prot Fee		\$0.11		34.00
02/10/11	Charge Penalty		\$25.13		
02/18/11	Billed Demand		\$182.70		21.00
02/18/11	Customer Charge		\$15.00		
02/18/11	Disconnect Notice - Green				
02/18/11	Drainage Dtl1		\$3.00		
02/18/11	ECA Charge		\$63.74		
02/18/11	Elec City Tax		\$3.74		
02/18/11	Elec County Tax		\$4.30		
02/18/11	Elec State Tax		\$23.55		
02/18/11	Energy		\$104.44		2800.00
02/18/11	Security Lights		\$8.00		
02/18/11	Sewer		\$30.00		
02/18/11	Solid Waste		\$144.00		2.00
02/18/11	Water City Tax		\$0.16		
02/18/11	Water County Tx		\$0.18		
02/18/11	Water State Tax		\$0.98		48.00
02/18/11	Water(Comm)		\$15.56		48.00
02/18/11	Wtr Prot Fee		\$0.15		15.00
03/25/11	Billed Demand		\$128.06		
03/25/11	Customer Charge		\$15.00		
03/25/11	Drainage Dtl1		\$3.00		
03/25/11	ECA Charge		\$65.66		
03/25/11	Elec City Tax		\$3.24		
03/25/11	Elec County Tax		\$3.73		
03/25/11	Elec State Tax		\$20.42		
03/25/11	Energy		\$107.42		2880.00
03/25/11	Security Lights		\$8.00		
03/25/11	Sewer		\$30.00		
03/25/11	Solid Waste		\$144.00		2.00
03/25/11	Water City Tax		\$0.16		
03/25/11	Water County Tx		\$0.19		
03/25/11	Water State Tax		\$1.02		52.00
03/25/11	Water(Comm)		\$16.24		52.00
03/25/11	Wtr Prot Fee		\$0.17		16.00
04/20/11	Billed Demand		\$136.76		
04/20/11	Customer Charge		\$15.00		
04/20/11	Drainage Dtl1		\$3.00		
04/20/11	ECA Charge		\$57.33		
04/20/11	Elec City Tax		\$3.10		
04/20/11	Elec County Tax		\$3.56		
04/20/11	Elec State Tax		\$19.50		2480.00
04/20/11	Energy		\$92.50		
04/20/11	Security Lights		\$8.00		
04/20/11	Sewer		\$18.00		
04/20/11	Solid Waste		\$144.00		2.00
04/20/11	Water City Tax		\$0.15		
04/20/11	Water County Tx		\$0.18		

Trans Date	Transaction	Entry Description	Debits	Credits	Consumption
04/20/11	Water State Tax		\$0.97		
04/20/11	Water(Comm)		\$15.37		46.00
04/20/11	Mtr Prot Fee		\$0.15		46.00
05/20/11	Billed Demand		\$196.97		23.00
05/20/11	Customer Charge		\$15.00		
05/20/11	Drainage Util		\$3.00		
05/20/11	ECA Charge		\$54.55		
05/20/11	Elec City Tax		\$3.61		
05/20/11	Elec County Tax		\$4.15		
05/20/11	Elec State Tax		\$22.75		
05/20/11	Energy		\$86.54		2320.00
05/20/11	Security Lights		\$8.00		
05/20/11	Sewer		\$18.00		
05/20/11	Solid Waste		\$144.00		4.00
05/20/11	Water City Tax		\$0.15		
05/20/11	Water County Tx		\$0.17		
05/20/11	Water State Tax		\$0.96		
05/20/11	Water(Comm)		\$15.20		45.00
05/20/11	Mtr Prot Fee		\$0.14		45.00
06/21/11	Billed Demand		\$324.22		30.00
06/21/11	Customer Charge		\$15.00		
06/21/11	Drainage Util		\$3.00		
06/21/11	ECA Charge		\$74.04		
06/21/11	Elec City Tax		\$5.46		
06/21/11	Elec County Tax		\$6.28		
06/21/11	Elec State Tax		\$34.38		
06/21/11	Energy		\$124.48		3200.00
06/21/11	Security Lights		\$8.00		
06/21/11	Sewer		\$18.00		
06/21/11	Solid Waste		\$144.00		4.00
06/21/11	Water City Tax		\$0.15		
06/21/11	Water County Tx		\$0.17		
06/21/11	Water State Tax		\$0.95		
06/21/11	Water(Comm)		\$15.02		44.00
06/21/11	Mtr Prot Fee		\$0.14		44.00
07/20/11	Billed Demand		\$421.40		39.00
07/20/11	Customer Charge		\$15.00		
07/20/11	Drainage Util		\$3.00		
07/20/11	ECA Charge		\$101.92		
07/20/11	Elec City Tax		\$7.19		
07/20/11	Elec County Tax		\$8.27		
07/20/11	Elec State Tax		\$45.30		
07/20/11	Energy		\$172.72		4440.00
07/20/11	Security Lights		\$8.00		
07/20/11	Sewer		\$18.00		
07/20/11	Solid Waste		\$144.00		4.00
07/20/11	Water City Tax		\$0.16		
07/20/11	Water County Tx		\$0.18		
07/20/11	Water State Tax		\$0.99		
07/20/11	Water(Comm)		\$15.71		48.00
07/20/11	Mtr Prot Fee		\$0.15		48.00

Printed for transactions between 8/1/2010 and 7/31/2012
 125 W PINE

Trans Date	Transaction	Entry Description	Debits	Credits	Consumption
08/22/11	Billed Demand		\$420.11		39.00
08/22/11	Customer Charge		\$15.00		
08/22/11	Drainage Dfll		\$3.00		
08/22/11	ECA Charge		\$114.98		
08/22/11	Elec City Tax		\$7.54		
08/22/11	Elec County Tax		\$8.67		
08/22/11	Elec State Tax		\$47.51		
08/22/11	Energy		\$196.06		5040.00
08/22/11	Security Lights		\$8.00		
08/22/11	Sewer		\$18.00		
08/22/11	Solid Waste		\$144.00		4.00
08/22/11	Water City Tax		\$0.33		
08/22/11	Water County Tx		\$0.38		
08/22/11	Water State Tax		\$2.09		
08/22/11	Water(Comm)		\$33.15		150.00
08/22/11	Wtr Prot Fee		\$0.48		150.00
09/13/11	Charge Penalty		\$50.96		
09/21/11	Billed Demand		\$408.50		38.00
09/21/11	Customer Charge		\$15.00		
09/21/11	Drainage Dfll		\$3.00		
09/21/11	ECA Charge		\$100.84		
09/21/11	Elec City Tax		\$7.02		
09/21/11	Elec County Tax		\$8.07		
09/21/11	Elec State Tax		\$44.22		
09/21/11	Energy		\$169.60		4360.00
09/21/11	Security Lights		\$8.00		
09/21/11	Sewer		\$18.00		
09/21/11	Solid Waste		\$144.00		4.00
09/21/11	Water City Tax		\$0.65		
09/21/11	Water County Tx		\$0.74		
09/21/11	Water State Tax		\$4.08		
09/21/11	Water(Comm)		\$64.78		335.00
09/21/11	Wtr Prot Fee		\$1.07		335.00
10/20/11	Billed Demand		\$206.02		24.00
10/20/11	Customer Charge		\$15.00		
10/20/11	Drainage Dfll		\$3.00		
10/20/11	ECA Charge		\$57.33		
10/20/11	Elec City Tax		\$3.77		
10/20/11	Elec County Tax		\$4.34		
10/20/11	Elec State Tax		\$23.77		
10/20/11	Energy		\$91.01		2440.00
10/20/11	Security Lights		\$8.00		
10/20/11	Sewer		\$18.00		
10/20/11	Solid Waste		\$144.00		4.00
10/20/11	Water City Tax		\$0.52		
10/20/11	Water County Tx		\$0.60		
10/20/11	Water State Tax		\$3.28		
10/20/11	Water(Comm)		\$52.13		261.00
10/20/11	Wtr Prot Fee		\$0.84		261.00
11/17/11	Billed Demand		\$87.00		
11/17/11	Customer Charge		\$0.45		

060356-001
 125 W PINE
 Printed for transactions between 8/1/2010 and 7/31/2012

Trans Date	Transaction	Entry Description	Debits	Credits	Consumption
11/17/11	Drainage Util		\$0.09		
11/17/11	Elec City Tax		\$0.88		
11/17/11	Elec County Tax		\$1.01		
11/17/11	Elec State Tax		\$5.52		
11/17/11	Security Lights		\$0.24		
11/17/11	Water State Tax		\$0.01		
11/17/11	Water (Comm)		\$0.23		
			Debits	Credits	
			\$11,090.99		
					Consumption
					51971.16

American Legion

Position cursor or ENTER screen value to select
 PRMBH BILLING SUBSYSTEM 07/23/12
 CBIHPRQ PREMISE HISTORY - SUMMARY 10:05:04 Demand >
 Premise: 3856262193 125 W PINE/GARDEN CY,KS

Read Dt	USA	RC	Days	\$ Amount	Usage	Demand	Customer
06/16/2010	GC-SV	R	30	64.48	44.00		
05/17/2010	GC-SV	R	31	106.88	93.00		
04/16/2010	GC-SV	R	30	169.21	169.00		
03/17/2010	GC-SV	R	29	340.77	362.00		
02/16/2010	GC-SV	R	32	584.91	600.00		
01/15/2010	GC-SV	R	30	546.41	589.00		
12/16/2009	GC-SV	R	33	449.59	517.00		
11/13/2009	GC-SV	R	29	114.35	109.00		
10/15/2009	GC-SV	R	29	88.86	84.00		
09/16/2009	GC-SV	R	30	57.52	44.00		
08/17/2009	GC-SV	R	32	62.38	48.00		
07/16/2009	GC-SV	R	30	57.46	43.00		
06/16/2009	GC-SV	R	32	56.69	44.00		
05/15/2009	GC-SV	R	29	77.14	72.00		

*Premise: 3856262193 USA Type: _____ Show Customer's Name: _____
 Nbr Of Days To Sum: _____ - or - Seg Start Dt: 00 00 0000 thru 00 00 0000
 *Tran: _____ Act: _____ Key: _____
 Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10---PF11---PF12---
 help quit retrn main LOOK LINES top frwrM READ left right UUC

American Legion

Position cursor or ENTER screen value to select
 PRMBH BILLING SUBSYSTEM 07/23/12
 CBIHPRQ PREMISE HISTORY - SUMMARY 10:04:58 Demand >
 Premise: 3856262193 125 W PINE/GARDEN CY,KS

Read Dt	USA	RC	Days	\$ Amount	Usage	Demand	Customer
07/18/2011	GC-SV	R	32	53.20	30.00		
06/16/2011	GC-SV	R	30	67.28	46.00		
05/17/2011	GC-SV	R	29	85.75	67.00		
04/18/2011	GC-SV	R	32	130.34	127.00		
03/17/2011	GC-SV	R	29	230.86	272.00		
02/16/2011	GC-SV	R	30	359.92	436.00		
01/17/2011	GC-SV	R	33	346.67	425.00		
12/15/2010	GC-SV	R	33	229.88	285.00		
11/12/2010	GC-SV	R	29	52.99	34.00		
10/14/2010	GC-SV	R	29	56.13	36.00		
09/15/2010	GC-SV	R	30	62.60	42.00		
08/16/2010	GC-SV	R	28	62.69	39.00		
07/19/2010	GC-SV	R	33	65.10	43.00		
06/16/2010	GC-SV	R	30	64.48	44.00		

*Premise: 3856262193 USA Type: _____ Show Customer's Name: _____
 Nbr Of Days To Sum: _____ - or - Seg Start Dt: 00 00 0000 thru 00 00 0000
 *Tran: _____ Act: _____ Key: _____
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T. City of CC
American Legion

Read Dt	USA	RC	Days	\$ Amount	Usage	Demand	Customer
07/17/2012	GC-SV	R	33	44.56	28.00		
06/14/2012	GC-SV	R	29	43.39	28.00		
05/16/2012	GC-SV	R	30	46.11	31.00		
04/16/2012	GC-SV	R	32	52.12	39.00		
03/15/2012	GC-SV	R	30	137.17	174.00		
02/14/2012	GC-SV	R	29	234.86	321.00		
01/16/2012	GC-SV	R	32	211.48	279.00		
12/15/2011	GC-SV	R	30	199.28	253.00		
11/15/2011	GC-SV	R	29	99.66	103.00		
10/17/2011	GC-SV	R	3	2.69			
10/14/2011	GC-SV	R	29	58.40	38.00		
09/15/2011	GC-SV	R	30	60.54	39.00		
08/16/2011	GC-SV	R	29	61.42	39.00		
07/18/2011	GC-SV	R	32	53.20	30.00		

*Premise: 3856262193 USA Type: _____ Show Customer's Name: _____
 Nbr Of Days To Sum: _____ - or - Seg Start Dt: 00 00 0000 thru 00 00 0000
 *Tran: _____ Act: _____ Key: _____
 Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10---PF11---PF12---
 help quit retrn main LOOK LINES top frwrM READ left right UUC

ARTICLE 16

“C-3” CENTRAL BUSINESS DISTRICT

SECTIONS:

16.010	Purpose And Intent
16.020	Permitted Uses
16.030	Conditional Uses
16.040	Height Regulations
16.050	Yard Requirements
16.060	Parking Requirements
16.070	Sign Regulations
16.080	Supplemental Development Standards

16.010 PURPOSE AND INTENT. The Central Business District is established to provide a District of concentrated retail commercial and service uses that are intended to service the needs of the local trade area. The “C-3” District is intended to be located only in the downtown area of the City and to be expanded out from that central area in an orderly and progressive manner as demand for additional commercial land is generated.

16.020 PERMITTED USES. The following uses and structures, and no others, are permitted in the “C-3” District.

1. Amusement places.
2. Antique shops, providing all merchandise be enclosed in or building.
3. Apparel and accessory stores.
4. Artist studios and art shops.
5. Apartments above ground floor level.
6. Automobile supply accessory stores.
7. Auditorium.
8. Bakery and pastry shops (retail only).
9. Banks and other savings and lending institutions.
10. Barber shops, beauty shops, chiropody, massage, or similar personal service shops.
11. Bicycle shops (sales and repair).
12. Boarding and Lodging Houses.
13. Books and stationery stores or shops.
14. Business or commercial schools, including dancing and music academies.
15. Business machine repair, sales, and services.
16. Cigar and tobacco stores.

17. Clothing and costume rental.
18. Commercial recreation uses.
19. Convenience store. (Ord. #1687, 2/10/88)
20. Custom dressmaking, millinery, tailoring and similar trades.
21. Delicatessens and catering establishments.
22. Department stores.
23. Drug stores.
24. Dry goods and notion shops.
25. Dry cleaning establishments.
26. Electric repair shops.
27. Fire stations, police stations, and other public buildings.
28. Fix-it, radio or television repair shops.
29. Florist or gift shops.
30. Furniture and home furnishing shops and stores.
31. Garages for storage of motor vehicles.
32. Government administration buildings.
33. Grocery, fruit, and vegetable stores.
34. Hardware stores and shops.
35. Hobby shops.
36. Hotels and motels.
37. Household appliance stores.
38. Interior decorator shops.
39. Jewelry and metal craft stores and shops.
40. Laundries and laundrettes.
41. Leather goods and luggage stores.
42. Libraries and museums.
43. Lock and key shops.
44. Mail order catalogue stores.
45. Medical and dental clinics.
46. Medical and orthopedic equipment stores.
47. Meeting halls and auditoriums.
48. Messenger and telegraph service stations.
49. Milk and milk products distribution stations.

50. Music and music instrument stores and studios.
51. Newspaper offices.
52. Newsstands.
53. Newsprint, job printing, and printing supplies stores.
54. Offices and office buildings.
55. Office supply and equipment stores.
56. Pet shops.
57. Photographic equipment and supply stores.
58. Photographic studios.
59. Post office and court buildings.
60. Picture frame shops.
61. Package liquor stores.
62. Parking lots and garages (commercial, public and private).
63. Paint stores.
64. Pawn shops.
65. Plumbing, heating, and air conditioning shops when the entire operation is conducted entirely within the building.
66. Prescription shops.
67. Private clubs fraternities, sororities, and lodges.
68. Public and private parking lots for temporary storage of automobiles.
69. Radio and TV stores.
70. Radio and television studios.
71. Railway, taxi, and bus passenger stations.
72. Restaurants and tea rooms.
73. Sporting goods stores.
74. Service stations (gas and oil).
75. Shoe stores and repair shops.
76. Tailor shops.
77. Taverns.
78. Theaters.
79. Toy shops.
80. Travel bureaus.
81. Utility company offices.

82. Stores and shops, for the conduct of retail business, similar to the uses enumerated above.

16.030 CONDITIONAL USES. The following uses and structures may be permitted only after they have been reviewed and approved as required by Article 29.

- (A) Towers. (Ord. # 2074, 10/27/98)
- (B) Garages and auto repair shops, but not including auto body and fender work and auto painting.

16.040 HEIGHT REGULATIONS. A building may be erected to any height not in conflict with other ordinances.

16.050 YARD REQUIREMENTS.

- (A) Front Yard:
 - (1) No front yard is required for structures in this district except to conform to the building code, fire code, and other City ordinances.
- (B) Side Yard:
 - (1) No side yard is required for structures in this district except to conform to the building code, fire code, and other City ordinances.
- (C) Rear Yard:
 - (1) No rear yard is required for structures in this district except to conform to the building code, fire code, and other City ordinances. For all new construction or major additions there shall be required a rear yard of ten (10) feet.

16.060 PARKING REQUIREMENTS. None required.

16.070 SIGN REGULATIONS. See Article 23.

16.080 SUPPLEMENTAL DEVELOPMENT STANDARDS. See Article 22.

MEMORANDUM

TO: Governing Body

THRU: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: October 2, 2012

RE: KMEA Generation Study

ISSUE:

The City has requested the assistance of KMEA in studying generation and transmission options for a commercially reasonable power supply for the City and its residents.

BACKGROUND:

Staff continues to explore various options for municipal power generation as a cost savings tool for our customer base. City Staff and KMEA believe that it is in the best interest of the City to:

- (a) Retain Segal, Inc. to assist in the study of available generation and purchase options for such power supply; and
- (b) Apply for the addition of Garden City as a delivery point under KMEA's Network Integration Transmission Service (NITS) with the Southwest Power Pool (collectively, the "Generation Study").

ALTERNATIVES:

1. Approve agreement for generation study with KMEA.
2. Do not approve agreement for generation study with KMEA.

RECOMMENDATION:

Staff recommends the Governing Body authorize the mayor sign the generation study agreement with KMEA.

FISCAL NOTE:

Costs associated with this study will be covered within the 2013 Electric Utility budget. The estimated cost is \$75,000.00.



KANSAS KANSAS
MUNICIPAL MUNICIPAL
ENERGY GAS
AGENCY AGENCY

6300 West 95th Street
Overland Park, Kansas 66212-1431
(913) 677-2884
(913) 677-0804 FAX

September 14, 2012

Mr. Mike Muirhead
Public Utilities Director
301 N 8th Street
P.O. Box 998
Garden City, KS 67846

RE: Power Supply Plan for Garden City

Dear Mike:

I want to update you regarding your email to Bob Poehling on August 21, in reference to your request for the Kansas Municipal Energy Agency (KMEA) to assist you in determining your power supply options for Garden City. KMEA is developing a power supply plan that will allow Garden City to transition from its current arrangement with Wheatland Electric Cooperative to Garden City's own power supply plan beginning January 1, 2014.

KMEA proposes to provide Garden City the necessary technical, financial and contractual arrangements for peaking and baseload resources to implement Garden City's power supply plan. KMEA stands ready to manage Garden City's resources in the power supply plan to achieve lowest costs available and to take advantage of the Southwest Power Pool (SPP) Integrated Marketplace (day 2 market) for the benefit of Garden City.

Power Supply Plan

As discussed in our recent meeting in Russell, the power supply plan for Garden City involves KMEA developing a portfolio of new and currently available power supply resources to serve Garden City's capacity and energy requirements. In summary, new combustion turbine generators would be installed in Garden City and utilized within KMEA's Energy Management Project (EMP) 2 Network Integrated Transmission Service (NITS) with SPP for delivery of baseload and market energy to Garden City. The EMP2 group includes the cities of Ashland, Beloit, Hoisington, Lincoln, Osborne, Pratt, Russell, Sharon Springs, Stockton and Washington.

The new combustion turbine generators will be used to provide Garden City's load requirements during peak periods as well as during periods of emergencies and power outages of the transmission system serving Garden City. Based on KMEA's review, we believe the combustion turbines can be timely and cost-effectively installed and that such generating units are suitable and appropriate for Garden City's applications. In discussions with Sawvel and Associates, it has been determined that the installation of two combustion turbine generators totaling 25 MW of capacity should be installed to meet peaking energy requirements.

The combustion turbine generators installed could also be used to supply thermal energy to the ethanol plant located nearby the proposed site in Garden City. Providing thermal energy

to the ethanol plant would require the installation of additional facilities. Doing so could increase fuel efficiency resulting in lower fuel costs to generate electricity and to produce thermal energy while improving the economics associated with installing the combustion turbine generators. This would be a separate evaluation that Garden City could have as part of the initial installation or the City could wait until after the generating units are installed and operating before considering such an option.

In addition to the two generating units installed to meet peaking energy requirements, an additional three combustion turbines could be installed to meet capacity requirements if necessary. KMEA plans to meet with Sunflower Electric to discuss modifications to, or early termination of, the Load Following Agreement for the EMP2 Cities that could impact the number of additional generating units that would need to be installed in Garden City to meet the city's capacity obligations for its load requirements. However, KMEA believes that adequate capacity can be installed in a timely manner in the event that discussions with Sunflower Electric are un-productive. If additional generating units are installed, KMEA will investigate other locations and applications for the units that will provide the highest value when firm transmission service is obtained from SPP for the delivery of other power supply resources to the City.

KMEA will investigate the SPP system impact study requirements for installation of the combustion turbine generators behind the meter and interconnected to Garden City's electric system.

KMEA will look into providing baseload energy from currently available EMP2 Cities' baseload resources through 2018. This will allow Garden City time to evaluate and select other power supply resources identified by the KMEA Power Supply Committee (i.e. Whelan Energy Center Unit No. 2, Dogwood Energy Center, etc.) from beyond 2018. This allows time to put in requests to SPP for firm transmission service for the resources selected by Garden City for delivery commencing in 2019.

The power supply plan includes the delivery of Garden City's Western Area Power Administration (WAPA) allocation beginning October 1, 2013 using point-to-point transmission that KMEA currently has available. KMEA will make market purchases when economical and cost effective to do so. KMEA will, to the extent possible, manage Garden City's portfolio in conjunction with the EMP2 Cities' resources to achieve maximum economic value of pooling loads and power supply resources under the KMEA's NITS with SPP for the EMP2 Cities.

The power supply plan involves adding Garden City as a delivery point under KMEA's NITS with SPP for the EMP2 Cities. KMEA will make a Delivery Point Transfer (DPT) request to SPP to add Garden City's load to the network transmission service arrangement. The SPP DPT process is much easier considering that we are initially requesting transfer of Garden City's load. The estimated cost for the DPT on behalf of Garden City is between \$1,000 and \$5,000. The DPT study can take SPP up to 3 months to complete so we would recommend considering submitting this request as soon as possible.

KMEA may need to retain legal expertise if it determines it is necessary to assure timely action and accurate results on issues or other important matters that may be raised by SPP or others (Sunflower Electric) relating to KMEA's DPT request or the installation of the combustion turbine generators.

Implementation and Next Steps

KMEA, with Garden City's approval, would like to proceed with the initial steps to implement by January 1, 2014, the power supply plan for Garden City. Delaying implementation of the power supply plan beyond then would be economically disadvantageous to Garden City and the EMP2 Cities. This will require initiating certain activities as soon as possible to allow timely implementation of the above power supply plan for Garden City.

These activities include:

- Meet with KMEA's Power Supply Committee, Executive Committee and meet with the EMP2 Cities to discuss Garden City's power supply plan and their involvement, assistance and support to implement Garden City's power supply plan.
- Meet with Sunflower Electric to determine their level of interest and cooperation on:
 - Discuss SPP's Delivery Point Transfer (DPT) transmission study process and SPP's Definitive Interconnection System Impact Study (DISIS) for generation behind the meter in Garden City.
 - Eliminating restrictions, if any, in KMEA's EMP2 Load Following Agreement by contract modification or early termination to allow Garden City's use of EMP2 Cities' baseload resources and perhaps peaking resources for capacity requirements that are currently available to mitigate the number of generating units that would need to be installed in Garden City.
 - Opportunities to purchase power from or participate in projects with Sunflower Electric.
- Submit to SPP the Delivery Point Transfer (DPT) transmission study process and the Definitive Interconnection System Impact Study (DISIS) for generation process for installing the generation behind the meter in Garden City.
- Retain a reputable design engineering firm to conduct an on-site visit and to prepare preliminary engineering and permitting work for the combustion turbine generators. The scope of this effort will include preparation of a general layout of the generating units and site configuration, cost estimates, and time schedule for permitting and construction including the expected capital cost drawdown schedule.
- Coordinate with WAPA and SPP the delivery of Garden City's WAPA allocation beginning October 1, 2013 utilizing KMEA's point-to-point transmission service.

Because time is of essence, the above activities will be targeted for implementation within the next 45 days so that the power supply plan can be firmed up and finalized by the end of October. This will allow time for Garden City's consideration of its power supply options and termination of its contract with Wheatland Electric.

Funding the Development of Garden City's Power Supply Plan

KMEA estimates the following engineering and legal fees will be incurred between now and the end of October:

- SPP Delivery Point Transfer (DPT) study – estimated cost of \$1,000 to \$5,000.
- SPP Definitive Interconnection System Impact Study (DISIS) for generation – KMEA will submit a request as an Affecting Systems Generator for Non-Jurisdictional Utilities with an estimated cost of \$5,000 to \$10,000. It will be important that we meet with Sunflower Electric to discuss this process before submitting to SPP.

- Preliminary engineering and permitting work on the combustion turbine generators – estimated cost of \$66,900.

KMEA will retain and pay for the engineering and legal firms, and other fees and expenses, to perform such activities. If possible and desired by Garden City, those costs would be included with the costs of this project if it goes forward and recovered with all other project costs. If the project doesn't go forward beyond October, Garden City will reimburse KMEA, including interest, over a time frame mutually agreeable between Garden City and KMEA.

If after October, Garden City wishes to proceed with the above power supply plan and enter into the appropriate contractual arrangements with KMEA, KMEA is committed to arrange and handle the funding of the costs incurred to implement Garden City's power supply plan including putting a down payment on the combustion turbine generators to hold the generating units for Garden City.

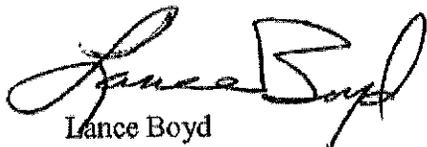
Building 115 kV Interconnect

Independent of the above power supply plan, it is our understanding that Garden City may consider by-passing delivery service from Wheatland Electric by constructing transmission facilities deliveries directly from Sunflower Electric's 115 kV transmission system. If Garden City elects to do so, KMEA can provide assistance including registration and compliance reporting matters with the North American Electric Reliability Corporation (NERC) and SPP relating to Garden City's 115 kV interconnect facilities. KMEA is already providing such assistance to the cities of Coffeyville, Gardner, and Ottawa.

Next Step

KMEA would like to meet with you to discuss more particulars of the proposed power supply plan described in more detail. Our goal is to help Garden City get the lowest cost long-term power supply resource(s) available while also maintaining the highest level of reliability. The power supply plan proposed in this letter will enable Garden City to have more control of its future resources with the backing of KMEA and Member Cities regarding ownership of future resources.

Sincerely,



Lance Boyd
Managing Director, Electric Operations

Cc: Greg DuMars, President
Bob Poehling, General Manager
Joe Herz, Sawvel & Associates

AGREEMENT FOR GENERATION STUDY
BY AND BETWEEN
CITY OF GARDEN CITY, KANSAS
AND
KANSAS MUNICIPAL ENERGY AGENCY

This Agreement for Generation Study is entered into between the City of Garden City, Kansas (the "City") and the Kansas Municipal Energy Agency ("KMEA") as of October ____, 2012.

The City has requested the assistance of KMEA in studying generation and transmission options for a commercially reasonable power supply for the City and its residents.

The City and KMEA have determined that it is in the best interest of the City to (i) retain Sega, Inc. to assist in the study of available generation and purchase options for such power supply and (ii) apply for the addition of Garden City as a delivery point under KMEA's Network Integration Transmission Service (NITS) with the Southwest Power Pool (collectively, the "Generation Study").

In requesting the Generation Study, the City acknowledges that the City will be responsible for all costs incurred by KMEA, KMEA's consultants, the City and the City's consultants during the Generation Study. KMEA will invoice the City for all of KMEA's costs incurred during the Generation Study. The City agrees to reimburse or pay KMEA for such costs within sixty (60) days of receipt of an invoice for such costs.

The City approves the actions of KMEA in commencing the Generation Study as described in the "Implementation and Next Steps" section of a letter dated September 14, 2012 from Lance Boyd, KMEA's Managing Director of Electric Operations, to Mike Muirhead, the City's Public Utilities Director. The City agrees to pay or reimburse KMEA for all services described in the "Funding the Development of Garden City's Power Supply Plan" in the September 14, 2012 letter. A copy of the referenced letter is attached hereto and incorporated herein. All other costs to be incurred by KMEA that are subject to reimbursement by the City shall be approved by the City's Public Utilities Director by e-mail, facsimile or other written confirmation in advance of KMEA incurring such costs.

KMEA would appreciate your confirmation of this understanding by executing and returning one of the duplicate originals of this letter to the undersigned.

CITY OF GARDEN CITY, KANSAS

KANSAS MUNICIPAL ENERGY AGENCY

By: _____
David Crase
Mayor

By: _____
Robert Poehling
General Manager

(SEAL)

ATTEST:

By: _____
City Clerk

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 28 September 2012

RE: FLEMING & MARY PROPERTY – OFFERS TO PURCHASE

ISSUE

The Governing Body authorized posting of a For Sale sign on the surplus property at Fleming & Mary Streets next to the Labrador Fire Station. We have two written offers for Governing Body consideration.

BACKGROUND

On July 17th, the Governing Body discussed several pieces of surplus City property, including the lot adjacent to the Labrador Fire Station. On August 27th, we posted a For Sale sign on the property, with the City Engineer's office phone number.

We have two offers for the property.

- Marshall Woodberry, \$35,000.00 (\$1.21/sq.ft.) with a \$3,500.00 deposit in escrow with Regan & Co. Mr. Woodberry was the developer of the office building at 2501 N. Campus Drive.
- Ken Green, Mid-America Millwright Service, Inc., \$36,500.00 (\$1.26/sq.ft.)

For reference, we had a cash offer of \$65,100.00 (\$2.25/sq.ft.) in 2009.

ALTERNATIVES

- 1) The Governing Body may accept one of the offers.
- 2) The Governing Body may reject the offers and see if additional offers come in.

RECOMMENDATION

Should the Governing Body desire a formal presentation from CCS Properties, staff will schedule the formal presentation on the date selected.

FISCAL

The fiscal impact would be one-time revenue from the sale of the property, with the property going on the tax rolls.

Steve Cottrell



Engineering Department

Steven F. Cottrell, P.E.,
City Engineer

Alex L. Mestdagh, P.E.
Assistant City Engineer

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1130
FAX 620.276.1137
www.garden-city.org



Garden City Board of Realtors

COMMERCIAL AND INDUSTRIAL REAL ESTATE SALE CONTRACT

1. PARTIES: This Contract ("Contract") dated as of the effective date as hereinafter defined is by and between:

City of Garden City

SELLER,

Marshall Woodbury

BUYER,

and is effective as of the date and time of acceptance on the signature page of this Contract (the "Effective Date").

2. PROPERTY: Seller agrees to sell and Buyer agrees to purchase the following real estate, together with all improvements thereon including, if any, all mechanical systems, fixtures and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor covering, storm windows and doors, screens and awnings, keys, and

all of which is commonly known and numbered as Per city in the City of Garden City in Finney County, State of Ks. legally described as follows: The West 174.5 Ft. (Approximately) of Lot 6, Block 11, Labrador Ridge Subdivision Third Addition (to be determined by Survey). Cost of Survey to be split between buyer and seller.

Such real estate and other property shall be collectively referred to in this Contract as the "Property".

3. EXCEPTIONS: The property shall be subject, however, to the permitted exceptions (as defined in paragraph 7 of this Contract), zoning or other land use rules, regulations, ordinances or laws and, unless otherwise provided, free and clear of tenancies.

4. PURCHASE PRICE: The purchase price is \$ 35,000.00 which Buyer agrees to pay as follows: \$ 3,500.00 at the signing of this contract as Earnest Money to be deposited upon execution of this contract in the insured trust or escrow account of First American Title ("Escrow Agent") as part of the consideration of the sale; balance to be paid at closing. \$ 31,500.00 in guaranteed funds or cashier's check (as defined in this Contract), adjusted at Closing for prorations, closing costs and other agreed expenses, and (state other payment or financing terms). In the event Buyer is unable to obtain financing on or before NA the Buyer shall promptly notify the broker in writing. If the Buyer cannot obtain the required financing, the earnest money, less accrued expenses, shall be refunded to the Buyer, and this transaction shall be null and void.

Purchase of this Property is contingent upon Buyer obtaining a loan.

5. CLOSING DATE: Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place on or before 10-19-2012 and possession shall be delivered at recordation of the deed unless otherwise provided.

6. PRORATIONS: Seller shall pay all general real estate taxes and all installments of special assessments attributable to the Property for the years prior to the calendar year of Closing. All such taxes, installments of special assessments becoming due, accruing or attributable to the calendar year of Closing and rents shall be prorated between Seller and Buyer on the basis of each calendar year, as of the date of Closing. All deposits shall be transferred to buyer at closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount of the preceding year's tax and special assessment, if any. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

7. Title Evidence to be paid by Buyer Seller or Buyer-Lenders policy, Seller-owners policy
TITLE EVIDENCE: TITLE EVIDENCE: The Seller shall cause to be furnished to Buyer at least three days prior to closing a title insurance company's written commitment "title binder" to issue after closing a title insurance policy in an amount equal to the full purchase price naming Buyer as the insured. The title binder shall show marketable title vested in Seller, subject to: Easements, mineral rights and reservations of record, if any, encroachments which would be disclosed by survey, rights-of-way of record, trees, plantings and fences thereon; restrictions and protective covenants of record, provided no forfeiture provisions are contained therein; unmatured special assessments, zoning laws, ordinances and regulations; rights of tenants in possession; the liens, if any, described herein; and those exceptions which are standard in the title company's Form B as specified herein. A copy of the title binder will be furnished to lender and/or Buyer's attorney as promptly as possible.

In the event the Contract is for new construction, the Builder/Seller may receive a Builder discount if any. Buyer Seller shall pay for any lender's/mortgagee's/instrument-holder's title insurance coverage. The Seller shall be responsible to use due diligence to resolve any title defects at Seller's expense subject to the foregoing exceptions. Should the Seller be unable to furnish marketable title subject to the foregoing exceptions, and should this Contract be terminated due to same, then the Earnest Money shall be refunded promptly to the Buyer and the Seller shall reimburse to the Buyer the cost of Buyer's accrued loan costs, attorneys fees for examining title, and title insurance cancellation fees, and all parties shall be released from any further liability thereunder.

Title to be held: Joint Tenancy Tenants in Common Other As: to be determined

8. INSPECTIONS: Seller shall, for a period of thirty (30) days after full execution of this contract ("the inspection period") grant Buyer reasonable access to the Property after the Effective Date of this Contract for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections or surveys as Buyer may reasonably require. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. If Buyer determines that the physical condition of the Property is not suitable for Buyer, Buyer shall deliver written notice, within five (5) days after the inspection period, to Seller that this Contract is terminated. In the absence of such termination notice, this inspection condition shall be deemed satisfied, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in paragraph 12 of the Contract.

9. REPRESENTATIONS: Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract.

There are are not addenda attached to this contract

Buyer's Initials MM Date 9-24-12

Seller's Initials _____ Date _____

10. APPRAISAL: If the contract price or cost exceeds the reasonable value of the property established by an appraisal, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein.
Waived _____

11. REAL ESTATE BROKER: Seller and Buyer agree that Regan and Co. Real Estate, Broker(s), identified in the Real Estate Agency Disclosure(s) included in this Contract, is (are) the only real estate broker(s) negotiating this sale, and Seller agrees to pay a sales commission of 7% of the purchase price pursuant to the agreement between Seller and Broker(s). Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

12. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver at closing a General Warranty Deed, a Bill of Sale for any non-realty portion of the Property, funds and such other documents reasonably necessary to complete the Closing. The General Warranty Deed shall convey to Buyer marketable fee simple title to the Property, subject to the Permitted Exceptions. Seller and Buyer shall deliver at closing a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the General Warranty Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust have been recorded and the title company can issue said title policy.

13. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may re-inspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

14. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

15. TERMINATION: If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

16. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 16 of this Contract:

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money shall be returned to Buyer.

(b) If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer and, at Seller's option, either retain the Earnest Money as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine), or pursue any other remedy and damages available at law or in equity.

If as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorney's fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

17. EARNEST MONEY: The Buyer does hereby deposit with First American Title, (Company Name), in a Trust Account, Earnest Money in the form of Check and in the amount of \$ 3,600.00, as a guarantee that the terms and conditions of this Contract shall be fulfilled by the Buyer. Buyer acknowledges that Earnest Money shall be deposited immediately upon acceptance of Contract. Buyer and Seller agree that the Escrow Agent or Listing Broker may retain any interest earned on escrowed funds. If transfer of funds is necessary to provide Earnest Money, said Earnest Money shall be deposited on 48 hours of acceptance (date), or before if Buyer authorizes same, in writing. Said EARNEST MONEY shall be applied to the purchase price at closing. In the event Buyer shall fail for any reason to fulfill any of Buyer's obligations hereunder, Seller may, at Seller's option, cancel this Contract, and thereupon the said deposit shall become the property of Seller. In the event the Earnest Money is forfeited as hereinabove stated, all expenses of the sale incurred to date by Seller and the broker, including, but not limited to, title, insurance, appraisals, credit reports, and surveys shall be paid for prior to any remaining funds being released to Seller. Pursuant to Kansas Statute 58-3061 (g), the broker can only disburse earnest money 1) pursuant to written authorization of buyer and seller; 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the parties.

In the event the Seller is unable to provide merchantable title as herein provided or otherwise defaults, the Earnest Money shall be returned in full to the Buyer. In addition to forfeiture of Earnest money to Seller or return of Earnest Money to Buyer, Buyer and Seller shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by law or equity.

Notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money deposit, the parties understand that applicable Kansas real estate laws prohibit the Broker/Escrow Agent from distributing the Earnest Money deposit, without consent of all parties to this Contract. Buyer and Seller agree that failure by either to respond in writing to a certified letter from broker within seven (7) days of receipt thereof or failure to make written demand for return or forfeiture of any Earnest Money deposit within thirty (30) days of notice of cancellation of this agreement shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as demanded by the other party hereto. If a dispute arises over disposition of funds or documents deposited with the Escrow Agent or the Listing Broker, Seller and Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the Escrow Agent and any Broker in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Escrow Agent or Listing Broker.

Buyer's Initials

Seller's Initials

Date 8-21-72

Date _____

Date _____

Date _____

18. **ENTIRE AGREEMENT AND MANNER OF MODIFICATION:** This Contract, and any attachments or addenda hereto, constitute agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in the Contract or by written agreement.

19. **NOTICES:** All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to paragraph #16 of this Contract) shall be in writing and shall be served by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

20. **DEADLINE FOR ACCEPTANCE:** Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (1) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn, or (2) 9-18-2012 (Date).

20. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

21. **ADDITIONAL TERMS:** It is the Buyers intent to construct a professional office/retail store at this site.
Buyer and Seller agree to split the cost of any closing fee charged by First American Title in an amount not to exceed \$125.00 each.
City of Garden City agree to waive building permit fee's. City agrees to make any street repairs due to any utility connections.

22. **BROKERAGE RELATIONSHIPS DISCLOSURE:** Seller and Buyer acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, or transaction brokers. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. **INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER.** Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be an agent of the Seller. **INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER.** Licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interests of either party.

Listing Licensee is functioning as: (check one) Seller's Agent or Designated Seller's Agent (Supervising Broker acts as Transaction Broker) or Transaction Broker, or N/A, Seller(s) is (are) representing themselves.

Selling Licensee is functioning as: (check one) Seller's Agent or Buyer's Agent or Designated Seller's Agent (Supervising Broker acts as Transaction Broker) or Designated Buyer's Agent (Supervising Broker acts as Transaction Broker) or Transaction Broker, or N/A, Buyer(s) is (are) representing themselves.

IN WITNESS WHEREOF, Seller and Buyer execute this Contract on the date(s), and at the time(s), indicated below their respective signatures.

(SELLER) City of Garden City (BUYER) Marshall Woodbury

(SELLER) _____ (BUYER) _____
SS/Fed I.D.# _____ SS/Fed I.D.# _____

Date: _____ Time: _____ Date: 9-24-12 Time: _____

Mailing Address: _____ Mailing Address: _____

Telephone: _____ Telephone: 480 390 8103

Date of Acceptance, the Effective Date, is _____

FOR INFORMATION ONLY - NOT PARTIES TO THE CONTRACT

Listing Broker/Agent _____

Selling Broker/Agent Bob Rodriguez, Regan and Co. Real Estate

Escrow Agent First American Title Closing Agent First American Title

PRAIRIE SKY LLC.

1303

480-390-8103
1810 OVERLOOK DR
SALINA, KS 67401

DATE 8-24-12

40-54/101
481

PAY
TO THE
ORDER OF

First American Title
Thirty five hundred ⁰⁰/₁₀₀

\$ 3,500

DOLLARS



Commerce Bank^{NA}

Garden City, KS 67840
www.commercebank.com

4092

FOR

earnest money

[Signature]

⑈001303⑈ ⑆10100540⑆ 758000195⑈

ORIGINAL CONTRACT,
ON BACK



2720 N. 11TH • P.O. Box 2243 • Garden City, KS 67846
620-275-6796 • Fax 620-275-6797

September 28, 2012

City of Garden City
301 North 8th ST.
Garden City, Ks. 67846

To whom it may concern,

Mid America Millwright Service, Inc. would appreciate your consideration for the Sale of the property located at the Northeast corner of Fleming St. and Mary St. we propose an offer of \$36,500.00 for approximately 28,886 square feet for unknown future development. Thank you for your time and consideration.

Sincerely,

Ken J. Green

Consent Agenda



Memo

To: City Commission
 From: Kaleb Kentner
 CC: File
 Date: September 28, 2012
 Re: GC2012-057: Preliminary and Final Plat, Maggie's Addition

COMMUNITY
 DEVELOPMENT
 DEPARTMENT
 SERVING
 GARDEN CITY
 HOLCOMB
 AND
 FINNEY COUNTY
 620-276-1170

INSPECTIONS
 620-276-1120
inspection@garden-city.org

CODE COMPLIANCE
 620-276-1120
code@garden-city.org

PLANNING AND
 ZONING
 620-276-1170
planning@garden-city.org

Background: A Preliminary and Final Plat application have been filed at the Community Development Department on behalf of Raylene Dick. The Planning Commission is asked to review and consider the Plats for the property located at approximately the 700 Block of Anderson St. (Mac St. & Anderson St.), Garden City, KS.

With this plat, it is proposed that the property yield 6 new lots, and extend Davis Street southward, Mac Street westward with a 50' right-of-way (ROW), and the alley parallel to Davis Street (between Anderson and Davis) southward with a 20' ROW. Furthermore, the applicant is dedicating 10' Public Utility Easements along the front and side of the new lots, 8' PUE along the street front of the properties and an additional 7' on the east side of Lot 2, Block 2 for Street ROW. Please refer to the plat for details on the easements and ROW dedications.

The city engineer has stated that Subdivider/Developer will be required to agree to a development agreement to define a timeline when such improvements will be completed. Both the Preliminary and Final Plats will be reviewed at the site plan review session to identify any issues pertaining utilities. Site Plan Review was performed on September 12, 2012.

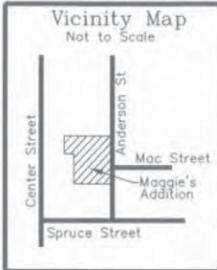
In general, land dedicated or reserved for open space is required on the basis of eight hundred seventy (870) square feet per lot; otherwise, where the reservation of land required pursuant to this section does not equal the total land required to be reserved, the Planning Commission shall require, the Subdivider/Developer to pay, or the Subdivider/Developer may elect to pay, as a condition of final plat approval, a cash-in-lieu payment instead of land dedication. The amount to be deposited shall be charged at the rate of two hundred dollars (\$200) per lot for each lot. (**Sec. 70-2: 9.130, Garden City Subdivision Regulations**)

Recommendation: Staff recommends approval of the Preliminary Plat and approval of the Final Plat provided that the applicant agrees to a development agreement approved by the city which includes the open space requirement or a cash-in-lieu payment.

Planning Commission: Approval of Preliminary Plat and Final Plat.
 Present- 7

Preliminary Plat	Final Plat
Yea- 7	Yea - 7
Nay- 0	Nay - 0

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



Final Plat of Maggie's Addition to Garden City, Kansas

A replat of of Lot 3 of Block 1 of the Swensson Addition to Garden City, Kansas.
Located in the Northwest quarter of Section 17, T24S, R32W



Setbacks
 Front Yard: 25 Feet
 Rear Yard: Least of 25 Feet or 20% of Depth
 Sideyard: 6 Feet
 Sideyard by Alley: 8 Feet

Area of Maggie's Addition = 2.956 Acres

Legal Description of Original Parcel
 Lot 3, of the Swensson Addition to Garden City, Finney County, Kansas.

North

Legend

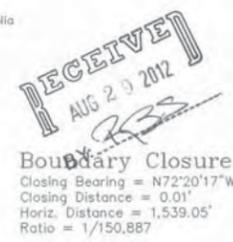
- = Found monument as described
- = Set 1/2" capped rebar stamped "MLS 1114"
- PUE = Public Utility Easement
- 0.00' = Measured Distance or Bearing
- (0.00') = Record Distance or Bearing
- MLS = Matthews Land Surveys
- C/R = Capped Rebar
- (OU) = Origin Unknown

SURVEYOR'S CERTIFICATE
 State of Kansas) ss:
 County of Finney)
 I, hereby certify, that the above described property was surveyed and subdivided by me, subdivided by me, and that all of the subdivision exterior corner monuments actually exist and that their positions are correctly shown to the best of my knowledge and belief, and that I am a duly licensed Land Surveyor in the State of Kansas.

David J. Matthews, LS # 1114

CERTIFICATION OF COUNTY SURVEYOR
 This map has been examined this _____ day of _____, 2012, for compliance with the requirements of the Act Concerning Land Surveys in the State of Kansas.

Vernon L. Cress, Finney County Surveyor



OWNERS CERTIFICATION,
 State of Kansas) ss
 County of Finney)
 We, the undersigned owners and proprietors of the property described herein, have caused the same to be surveyed and subdivided, and hereby dedicate all streets, easements and setbacks as set forth and defined herein for public use.

Gary D. Dick
 1805 East Mary Street, Suite "B"
 Garden City, KS 67846
 (620) 275-1806

Raylene J. Dick
 1805 East Mary Street, Suite "B"
 Garden City, KS 67846
 (620) 275-1806

NOTARY'S CERTIFICATE
 State of Kansas) ss
 County of Finney)
 This dedication was acknowledged before me, by Gary D. Dick and Raylene J. Dick, this _____ day of _____, 2012.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION
 State of Kansas) ss:
 County of Finney)
 The plat described herein has been reviewed and considered by the Holcomb-Garden City-Finney County Area Planning Commission at its regular meeting held this _____ day of _____, 2012, and the same is hereby recommended for final approval.

Chairman: Bill King
 Kaleb Ketner, Secretary

CITY OF GARDEN CITY
 State of Kansas) ss:
 County of Finney)
 This plat and dedication approved by the Garden City City Commission this _____ day of _____, 20____.

Mayor: David Crase
 Attest: City Clerk: Celyn Hurtado

REGISTER OF DEEDS
 State of Kansas) ss:
 County of Finney)
 This document was filed for record this _____ day of _____, 2012, at _____ .M., in envelope number _____.

Finney County Register of Deeds

Final Plat of Maggie's Addition

Matthews Land Surveys
 5630 Railroad Avenue, Holcomb, Kansas 67851
 (Telephone = 620-277-2002)

Project No 2012-079 Drawing No 2012-079FinalPlat.dwg Date: 8-28-2012

EASEMENT

In consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned,

FANSHER, INC.

its successors and assigns, hereby grants to the City of Garden City, Kansas (City), its successors, assigns, lessees, agents, franchisees, and all others granted the right to use or occupy a City right-of-way or easement, the right, privilege, and authority to construct, erect, maintain, repair, reconstruct, operate, or remove a line or lines for all City operated, franchised, or otherwise authorized, utilities, including but not limited to electric, water, sanitary sewer, gas, and telecommunications lines and ancillary equipment, on, over, and under the surface of the following described real estate:

A tract of land lying in the Southeast Quarter (SE ¼) of Section 9, Township 24 South, Range 32 West of the 6th Principal Meridian, all in Finney County, Kansas, and being more particularly described as follows:

Commencing at the Southwest (SW) corner of the East Half (E ½) of said Southeast Quarter (SE ¼); thence N-01°30'03"-E along the West line of said East Half (E ½), a distance of 40.00 feet to the point of BEGINNING; thence S-88°17'12"-E parallel to the South line of said East Half (E ½), a distance of 871.97 feet; thence N-01°35'55"-E parallel to the East line of said Southeast Quarter (SE ¼), a distance of 10.00 feet; thence N-88°17'12"-W parallel to the South line of said East Half (E ½), a distance of 871.98 feet to the West line of said East Half (E ½); thence S-01°30'03"-W along the West line of said East Half (E ½), a distance of 10.00 feet to the POINT OF BEGINNING; said tract contains 0.20 acres or 8,719 square feet, more or less

together with the rights and privileges therein necessary for the full enjoyment thereof, including the right of ingress and egress. This Easement shall run with the land.

It is expressly understood that the undersigned, in granting the use herein specified, have done so without divesting themselves of the use and enjoyment of the described premises, subject only to the rights of the City, its successors, assigns, lessees, agents, and franchisees to use the same for the purposes herein specified.

~~IN WITNESS WHEREOF, the Grantor has caused this Easement Agreement to be signed this~~
14 day of September, 2012.

FANSHER, INC.

By Stanley B. Fansher
Stanley B. Fansher, President

Attest:

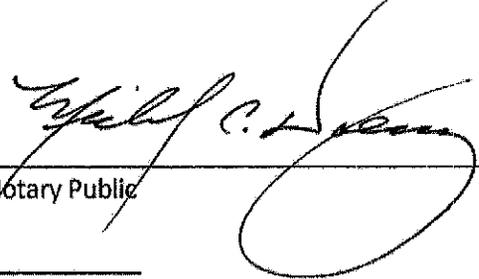
Brad D. Fansher
Brad D. Fansher, Secretary

[Acknowledgment Appears on Following Page]

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the 14th day of September, 2012, before me, a Notary Public in and for the County and State aforesaid, came Stanley B. Fansher and Brad D. Fansher, who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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



Notary Public

My Commission Expires: 6-18-2013



WARRANTY DEED

FANSHER, INC.

CONVEYS AND WARRANTS TO

The City of Garden City, Kansas, a municipal corporation,

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

A tract of land lying in the Southeast Quarter (SE ¼) of Section 9, Township 24 South, Range 32 West of the 6th Principal Meridian, all in Finney County, Kansas, for the use of Permanent Road Right of Way, and being more particularly described as follows:

BEGINNING at the Southwest (SW) corner of the East Half (E ½) of said Southeast Quarter (SE ¼); thence N-01°30'03"-E along the West line of said East Half (E ½), a distance of 40.00 feet; thence S-88°17'12"-E parallel to the South line of said East Half (E ½), a distance of 871.97 feet; thence S-01°35'55"-W parallel to the East line of said Southeast Quarter (SE ¼), a distance of 40.00; thence N-88°17'12"-W along the South line of said East Half (E ½), a distance of 871.90 feet to the POINT OF BEGINNING.

The above described tract contains a gross area of 0.80 acres or 34,877 square feet, and provides a net of 0.20 acres or 8,719 square feet of new right-of-way, more or less.

For the sum of \$10.00 and other good and valuable consideration.

RESERVING UNTO the Grantor, its successors and assigns, all vested water rights and rights to appropriate water appurtenant to the above-described property.

EXCEPT AND SUBJECT TO: Easements, restrictions, reservations, and leases of record.

Dated Sept. 14, 2012.

FANSHER, INC.

By Stanley B. Fansher
Stanley B. Fansher, President

Attest:

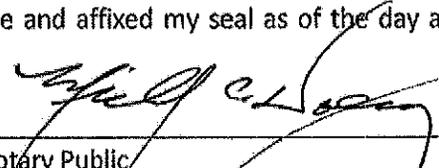
Brad D. Fansher
Brad D. Fansher, Secretary

[Acknowledgment Appears on Following Page]

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the 14th day of September, 2012, before me, a Notary Public in and for the County and State aforesaid, came Stanley B. Fansher and Brad D. Fansher, who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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



Notary Public

My Commission Expires: 6-18-2013

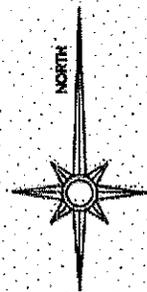
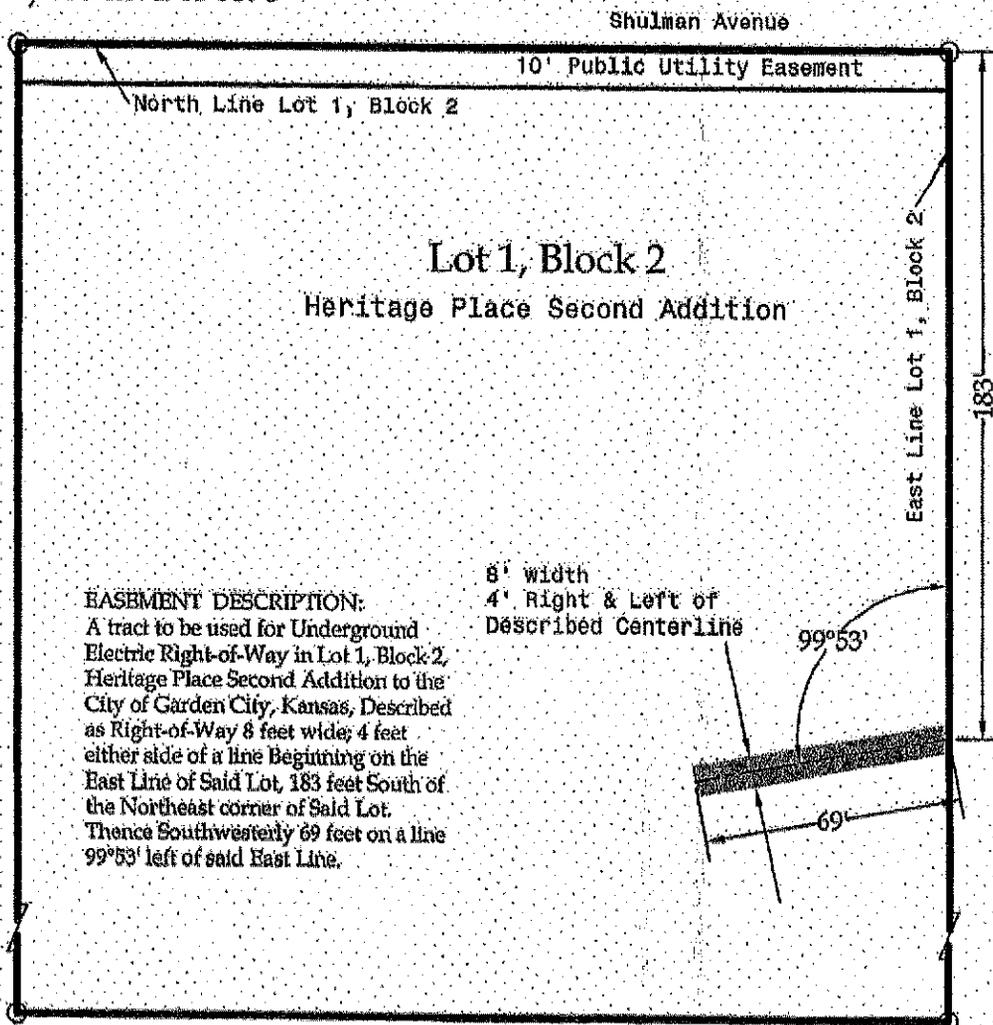


EASEMENT SKETCH

ROGER SWART
20151 Michaelis Rd.
Wilson, Kansas 67490
(785) 658-2572 or 5378

September 7, 2012

Sheet 1 of 1



Scale 1"=50'
0 25 50

■ New Easement
○ Corner Found

EASEMENT DESCRIPTION:
A tract to be used for Underground Electric Right-of-Way in Lot 1, Block 2, Heritage Place Second Addition to the City of Garden City, Kansas, Described as Right-of-Way 8 feet wide; 4 feet either side of a line Beginning on the East Line of Said Lot, 183 feet South of the Northeast corner of Said Lot. Thence Southwesterly 69 feet on a line 99°53' left of said East Line.

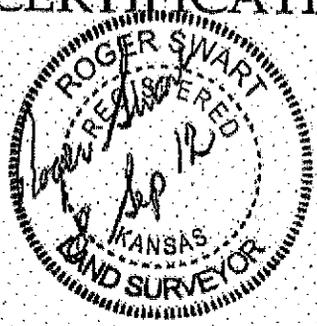
8' width
4' Right & Left of
Described Centerline

99°53'

69'

CERTIFICATION

SURVEYOR:
I, Roger Swart, do hereby certify that I am a Registered Land Surveyor in the State of Kansas and that the easement described hereon was surveyed by me and contains a existing underground electrical utility.



EASEMENT

In consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned,

MOSAIC

their successors and assigns, hereby grant to the City of Garden City, Kansas (City), its successors, assigns, lessees, agents, franchisees, and all others granted the right to use or occupy a City right-of-way or easement, the right, privilege, and authority to construct, erect, maintain, repair, reconstruct, operate, or remove a line or lines for all City operated, franchised, or otherwise authorized, utilities, including but not limited to electric, water, sanitary sewer, gas, and telecommunications lines and ancillary equipment, on, over, and under the surface of the following described real estate:

Utility easement on Lots 38, Block 2, Heritage Place Second Addition as shown on the attached Easement Sketch prepared by Roger Swart, LS, dated September 7, 2012.

together with the rights and privileges therein necessary for the full enjoyment thereof, including the right of ingress and egress. This Easement shall run with the land.

It is expressly understood that the undersigned, in granting the use herein specified, have done so without divesting themselves of the use and enjoyment of the described premises, subject only to the rights of the City, its successors, assigns, lessees, agents, and franchisees to use the same for the purposes herein specified.

IN WITNESS WHEREOF, the Grantors have caused this Easement Agreement to be signed this 13th day of September, 2012.

MOSAIC

[Signature]
VP of Fixed Asset

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



BE IT REMEMBERED, that on the 13th day of September, 2012, before me, a Notary Public in and for the County and State aforesaid, came Dolores Banger who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

[Signature]
Notary Public

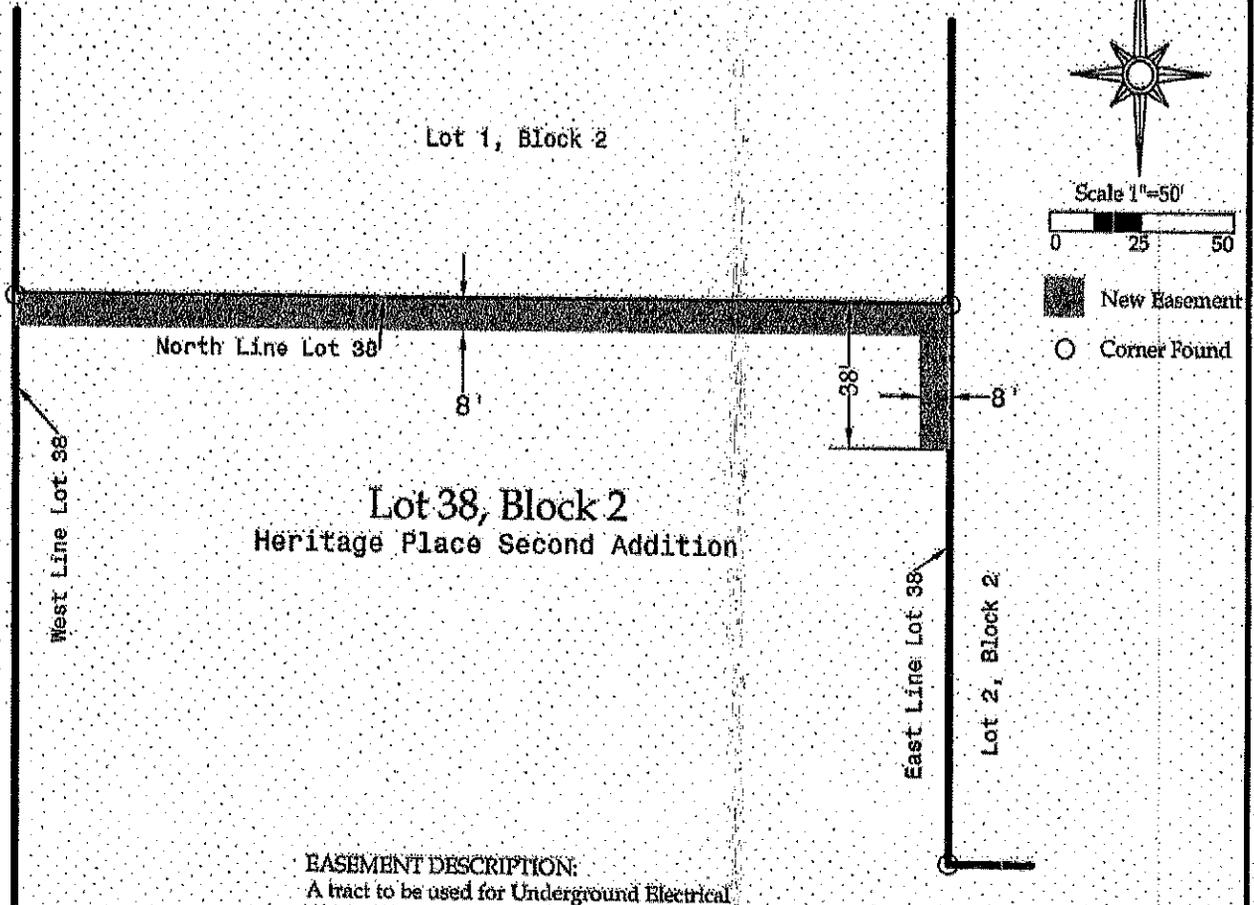
My Commission Expires:
May 12th 2013

EASEMENT SKETCH

ROGER SWART
20151 Michaelis Rd.
Wilson, Kansas 67490
(785) 658-2572 or 5378

September 7, 2012

Sheet 1 of 1

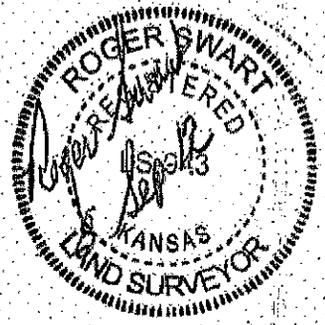


Lot 38, Block 2
Heritage Place Second Addition

EASEMENT DESCRIPTION:
A tract to be used for Underground Electrical Right-of-Way in Lot 38, Block 2, Heritage Place Second Addition to the City of Garden City, Kansas, Described as Right-of-Way 8 feet wide, Being the Northerly 8 feet of Said Lot; and the Northerly 38 feet of the Easterly 8 feet of Said Lot.

CERTIFICATION

SURVEYOR:
I, Roger Swart, do hereby certify that I am a Registered Land Surveyor in the State of Kansas and that the easement described hereon was surveyed by me and contains a existing underground electrical utility.



EASEMENT

In consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned,

APOSTOLIC FAITH TABENACLE OF GC

their successors and assigns, hereby grant to the City of Garden City, Kansas (City), its successors, assigns, lessees, agents, franchisees, and all others granted the right to use or occupy a City right-of-way or easement, the right, privilege, and authority to construct, erect, maintain, repair, reconstruct, operate, or remove a line or lines for City electric lines and ancillary equipment, on, over, and under the surface of the following described real estate:

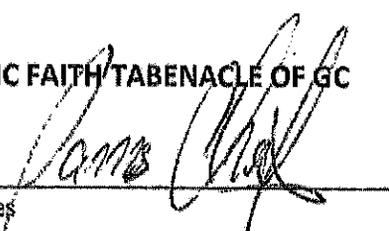
Two separate easements for electric lines on Lot 2, Block 2, Heritage Place Second Addition as shown on the attached Easement Sketch prepared by Roger Swart, LS, dated September 7, 2012.

together with the rights and privileges therein necessary for the full enjoyment thereof, including the right of ingress and egress. This Easement shall run with the land.

It is expressly understood that the undersigned, in granting the use herein specified, have done so without divesting themselves of the use and enjoyment of the described premises, subject only to the rights of the City, its successors, assigns, lessees, agents, and franchisees to use the same for the purposes herein specified.

IN WITNESS WHEREOF, the Grantors have caused this Easement Agreement to be signed this 21st day of September, 2012.

APOSTOLIC FAITH TABENACLE OF GC

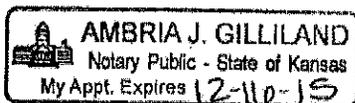


James Charles

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the 21st day of September, 2012, before me, a Notary Public in and for the County and State aforesaid, came James Charles who is personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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





Notary Public

My Commission Expires:
12-11-15

EASEMENT SKETCH

ROGER SWART
 20151 Michaelis Rd.
 Wilson, Kansas 67490
 (785) 658-2572 or 5378

September 7, 2012

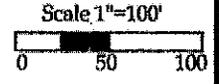
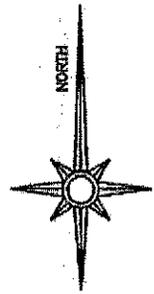
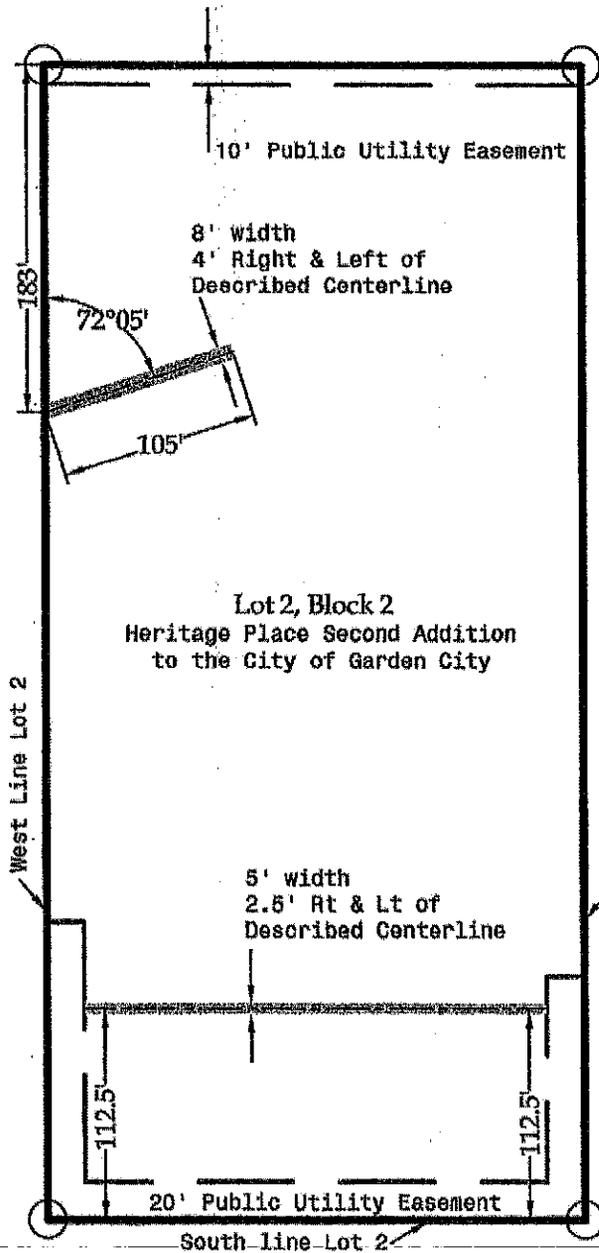
Sheet 1 of 1

EASEMENT DESCRIPTION:

A tract to be used for Underground Electric Right-of-Way in Lot 2, Block 2, Heritage Place Second Addition to the City of Garden City, Kansas, Described as Right-of-Way 8 feet wide; 4 feet either side of a line Beginning on the West Line of Said Lot, 183 feet South of the Northwest corner of Said Lot, Thence Northeasterly 105 feet on a line 72°05' right of said West Line.

EASEMENT DESCRIPTION:

A tract to be used for Underground Electric Right-of-Way in Lot 2, Block 2, Heritage Place Second Addition to the City of Garden City, Kansas, Described as Right-of-Way 5 feet wide; 2.5 feet either side of a line Beginning at a point 20 feet East and 112.5 feet North of the Southwest Corner of Said Lot, thence easterly, parallel with the South Line of Said Lot, to a point 20 feet West of the East Line of Said Lot.

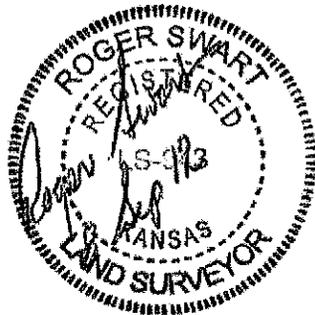


- New Easement
- Corner Found

CERTIFICATION

SURVEYOR:

I, Roger Swart, do hereby certify that I am a Registered Land Surveyor in the State of Kansas and that the easement described hereon was surveyed by me and contains a existing underground electrical utility.



WARRANTY DEED

ASPEN DEVELOPMENT, INC.

CONVEYS AND WARRANTS TO

The City of Garden City, Kansas, a municipal corporation,

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

A tract of land lying in the Northeast Quarter (NE ¼) of Section 16, Township 24 South, Range 32 West of the 6th Principal Meridian, all in Finney County, Kansas, for the use of Permanent Road Right of Way, and being more particularly described as follows:

The north ten (10.00) feet of Lot 5, Block 2 of Heritage Place Second Addition, containing 0.03 acres or 1,102 square feet, more or less, and the north ten (10.00) feet of Lot 6, Block 3 of Heritage Place Second Addition, containing 0.03 acres or 1,150 square feet, more or less, and the north ten (10.00) feet of Lot 7, Block 3 of Heritage Place Second Addition, containing 0.03 acres or 1,150 square feet, more or less, and the north ten (10.00) feet of Lot 6, Block 4 of Heritage Place Second Addition, containing 0.03 acres or 1,150 square feet, more or less.

For the sum of \$10.00 and other good and valuable consideration. (~~10~~ 10,242⁰⁰) *AM*

RESERVING UNTO the Grantor, its successors and assigns, all vested water rights and rights to appropriate water appurtenant to the above-described property.

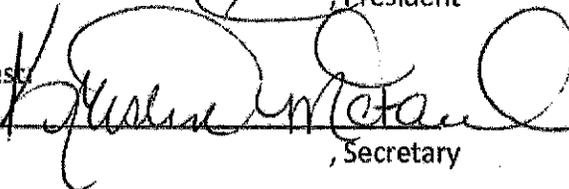
EXCEPT AND SUBJECT TO: Easements, restrictions, reservations, and leases of record.

Dated Sept. 12, 2012.

ASPEN DEVELOPMENT, INC.



President

Attest: 

Secretary

STATE OF WYOMING)
) ss.
COUNTY OF Sheldon

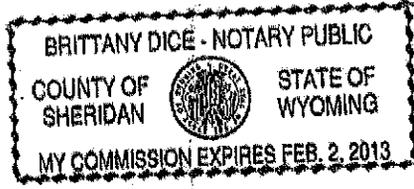
BE IT REMEMBERED, that on the 12th day of September, 2012, before me, a Notary Public in and for the County and State aforesaid, came Andrew McTaul and

Kristin McFaul who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Brittany Dice
Notary Public

My Commission Expires:
Feb 2, 2013



Other Entities Minutes



**Finney County
Economic Development Corporation**

The regular meeting of the Board of the Finney County Economic Development Corporation was held at The City of Garden City Commissioner Chambers in the first floor conference room on August 22 at 7:30 a.m. with the following Board Members present: Ray Purdy (RP), Ron Schwartz (RS), Bob Kreutzer (BK), Cathy McKinley (CM) and Tom Walker (TW). Staff: Lona Duvall (LD), Allison Medina (AM) and Sandra Garcia (SG). Public: Ashley Freburg, Beverly Schmitz Glass and Shajia Ahmad.

MEETING CALLED TO ORDER: Chairman, Tom Walker (TW), welcomed all to the FCEDC Public Board Meeting and called the meeting to order at 7:30 a.m.

AGENDA, MINUTES AND FINANCIAL DOCUMENTS: TW requested board members to look at the consent agenda, minutes and financials. Motion presented to approve the agenda, minutes, and financial documents made by BK and the motion was seconded by RP. All board members were in favor and motion passed.

COMMENTS FROM THE CHAIR: TW welcomed all to the FCEDC Board Meeting and stated that he was glad to have everyone in attendance.

PUBLIC COMMENTS: Beverly Schmitz Glass stated that the 2012 Downtown Vision Fall Fest would be held on September 15th and the Banner Art Preview would be held on August 30th.

PRESIDENT/BUSINESS RETENTION UPDATE: Given by LD

Prospects:

Prospect 06-11-B: Has been in recent communication with prospect. Potential building site is not available. Prospect is interested in building to suit within the next couple of months.

Prospect 09-11-D.: No new activity.

Prospect 11-11-1B: Developers were in Garden City on Monday and the investors are lined up and ready to begin work.

Prospect 12-11-2A: Prospect is working with the City at this time to negotiate lease rates.

Prospect 1-12-1: Previously stated that the prospect will be inactive, but was recently contacted by the prospect. Prospect has stated that they are still interested in the Garden City area. No new activity.

Prospect 1-12-2D: Prospect is currently working on contracts for operations. Prospect must make a decision before October 2012, if a decision is not reached by this October the prospect will begin discussions for the following October 2013.

Prospect 1-12-3: Environment studies have been completed for this prospect. Prospect has stated that they are close to being operational.

Prospect 1-12-4: Prospect is still attempting to secure property.

Prospect 1-12-5C: No new activity. Prospect has requested information and FCEDC has provided all information requested.

Prospect 3-12-3A: Prospect is dependent on another prospect at this time. Still attempting to find a suitable facility.

Prospect 7-12: Met with prospect yesterday and identified several potential sites. Four sites were visited and prospect would like to be operational immediately (40-60 days).

Prospect 8-12: Received a request from the State for proposal for prospect. The request was received on Monday and the report was submitted to the State on Friday for review.

Holcomb Retail: The City of Holcomb has approved the bond for sewer for the area and also for an adjacent area which will hold multifamily housing. The developer has brought in investors to look at the site and is ready to move forward.

Prospect 3-12: FCEDC has been working with KDHE and the current land owner to have the property available in the late summer or early fall. Alternative sites have been located if current site does not work out.

Airport Industrial: Lease rates and a site plan are now completed. All plans must be filed with FHA and are awaiting approval.

BUSINESS ASSISTANCE: Met with local business who provides specialized services to employers to assist them with growth ideas, met with local hotelier looking to build additional hotel property, and met with local hotelier regarding opportunities to market to growth-oriented industries in an effort to maintain high occupancy rates.

ONGOING INITIATIVES: Development of additional industrial property in Finney County, Cooperation in creating worker housing to fill immediate needs, Workforce development, Dairy Expansion, Housing Solutions, Legislative Missions: Finney County, wKREDA, & KEDA.

AUGUST MEETINGS: Holcomb City Council, Economic Lifelines reception, Lions Club presentation, SW Kansas Roundtable, County Commission, Lions Club, Kansas Main Street Quarterly Training, NW Planning Commission, and City Commission.

SEPTEMBER MEETINGS: Workforce One Director, wKREDA Quarterly, Great Plains Capital Conference /E-community Statewide Meeting, Kansas Energy Conference, and FCEDC Board Meeting.

ADDITIONAL PROJECTS: Collaborating with the City and County as well as funding partners to bid on lease space for the Kansas Department of Agriculture in response to their request for bids (identified potential sites and package has been submitted to KDA). No additional news to report.

FCEDC has retained Gerald Schultz to assist in streamlining the tax abatement process and to review changes to Tax Abatement Policy for Finney County. Creating a more user friendly policy that will be easier to understand.

The Convention and Visitors Bureau has a booth at the State Fair in Hutchinson and all board members and staff are welcome to attend and assist with their booth.

RP thanked Beverly Schmitz Glass and LD for the Rotary presentation. RP stated that it was truly appreciated that Bev and LD took time out of their busy schedules to make the presentation.

UPCOMING EVENTS: Finney County Job Fair on 09/11/2012 at the Clarion Inn in conjunction with the Media fair. Garden City Farm and Ranch Show/Dairy Summit on 01/24/2013 through 01/26/2013

NEW BUSINESS:

Finney County Job Fair: The Finney County Job Fair will be held on September 11, 2012 from noon to 6:00 pm at the Clarion Inn and Conference Center. Vendors are still signing up for booths and preparations are being made for job seeker packets as well as vendor packets. This year the CVB will hold a Media Fair in conjunction with the Finney County Job Fair. The Media Fair will consist of different media companies in the area that would like to reach potential business customers.

OLD BUSINESS:

Alternative Funding Sources: TW stated that FCEDC needs to continue the discussion regarding alternative funding sources. There are several different methods that can still be considered for review, such as the sales tax for voters to approve. TW stated that there may not be room on the ballot this year for an increased sales tax, but it can continue to be an option in the future.

BK stated that he would like to look at different scenarios and outcomes within a specified time period. By October ideas need to be presented and by November situations need to be identified.

TW stated that he would like a packaged put together of possible alternative funding sources and their effect on the organization.

Tax Abatement: BK stated that he would like for this topic be kept on the agenda and an update given with a timeline included. TW stated that he would continue to work with LD on necessary changes presented from Schultz.

UPCOMING MEETINGS:

September 26, 2012

October 24, 2012

November 28, 2012

*The September 26th Board Meeting has been moved to Thursday, September 27th.

Adjournment: TW announced entering into executive session to discuss client confidentiality until 8:35 a.m. Motion to adjourn by RP and seconded by RS at 8:05 a.m. No action will be taken in executive session.

11:34 AM

09/24/12

Finney County Economic Development Corporation
Reconciliation Summary
ASB Checking Acct, Period Ending 08/31/2012

	<u>Aug 31, 12</u>
Beginning Balance	12,343.95
Cleared Transactions	
Checks and Payments - 24 Items	-17,128.62
Deposits and Credits - 2 Items	15,001.06
Total Cleared Transactions	<u>-2,127.56</u>
Cleared Balance	<u>10,216.39</u>
Uncleared Transactions	
Checks and Payments - 11 Items	-3,188.50
Deposits and Credits - 11 Items	1,078.53
Total Uncleared Transactions	<u>-2,109.97</u>
Register Balance as of 08/31/2012	<u>8,106.42</u>
Ending Balance	8,106.42

Finney County Economic Development Corporation
Reconciliation Detail
ASB Checking Acct, Period Ending 08/31/2012

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						-121.21
Cleared Transactions						
Checks and Payments - 18 items						
Check	8/1/2012	2191	HARRINGTON HE...	X	-481.30	-481.30
Paycheck	8/10/2012		DuVall, Lona	X	-1,879.75	-2,361.05
Paycheck	8/10/2012	ACH	Medina, Allison K	X	-1,182.57	-3,543.62
Paycheck	8/10/2012	ACH	Garcia, Sandra	X	-952.82	-4,496.44
Check	8/13/2012	ACH	Visa Commerce Bank	X	-346.50	-4,842.94
Check	8/17/2012	2196	Verizon Wireless	X	-150.19	-4,993.13
Check	8/22/2012	2195	RDG Planning & De...	X	-3,300.00	-8,293.13
Check	8/23/2012	2198	COX COMMUNICA...	X	-176.13	-8,469.26
Check	8/23/2012	2197	Lincoln National Lif...	X	-73.19	-8,542.45
Check	8/23/2012	ACH	VSP	X	-49.97	-8,592.42
Paycheck	8/24/2012	ACH	DuVall, Lona	X	-1,879.75	-10,472.17
Paycheck	8/24/2012	ACH	Medina, Allison K	X	-1,182.57	-11,654.74
Paycheck	8/24/2012	ACH	Garcia, Sandra	X	-952.82	-12,607.56
Check	8/24/2012	2201	Great Plains Capital...	X	-125.00	-12,732.56
Check	8/24/2012	ACH	Black Hills	X	-27.90	-12,760.46
Check	8/28/2012	2200	HARRINGTON HE...	X	-481.30	-13,241.76
Check	8/28/2012	ACH	City of Garden City	X	-226.67	-13,468.43
Check	8/31/2012			X	-24.00	-13,492.43
Total Checks and Payments					-13,492.43	-13,492.43
Deposits and Credits - 2 items						
Transfer	8/22/2012			X	15,000.00	15,000.00
Deposit	8/31/2012			X	1.06	15,001.06
Total Deposits and Credits					15,001.06	15,001.06
Total Cleared Transactions					1,508.63	1,508.63
Cleared Balance					1,508.63	1,387.42
Uncleared Transactions						
Checks and Payments - 5 items						
Liability Check	8/31/2012	ACH	US Treasury - Amer...		-2,482.13	-2,482.13
Liability Check	8/31/2012	ACH	KS Dpt of Revenue		-432.00	-2,914.13
Check	8/31/2012				-24.00	-2,938.13
Check	8/31/2012				-24.00	-2,962.13
Check	8/31/2012				-24.00	-2,986.13
Total Checks and Payments					-2,986.13	-2,986.13
Deposits and Credits - 5 items						
Check	8/30/2012	2199	Pitney Bowes - Pur...		0.00	0.00
Deposit	8/31/2012				0.31	0.31
Deposit	8/31/2012				1.06	1.37
Deposit	8/31/2012				1.06	2.43
General Journal	8/31/2012	LHD07			1,073.69	1,076.12
Total Deposits and Credits					1,076.12	1,076.12
Total Uncleared Transactions					-1,910.01	-1,910.01
Register Balance as of 08/31/2012					-401.38	-522.59
Ending Balance					-401.38	-522.59

11:54 AM
09/24/12
Accrual Basis

Finney County Economic Development Corporation
Balance Sheet
As of August 31, 2012

	<u>Aug 31, 12</u>
ASSETS	
Current Assets	
Checking/Savings	
ASB Checking Acct	8,106.42
ASB Money Market Acct	103,352.63
Petty Cash	50.00
Total Checking/Savings	<u>111,509.05</u>
Accounts Receivable	
Accounts Receivable	70,879.98
Total Accounts Receivable	<u>70,879.98</u>
Total Current Assets	182,389.03
Fixed Assets	
Fixed Assets	29,744.66
Accumulated Depreciation	-26,424.00
Total Fixed Assets	<u>3,320.66</u>
TOTAL ASSETS	<u><u>185,709.69</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	
Kansas Unemployment Tax	-301.63
Federal Unemployment	19.27
Payroll Liabilities - Other	425.52
Total Payroll Liabilities	<u>143.16</u>
Total Other Current Liabilities	<u>143.16</u>
Total Current Liabilities	<u>143.16</u>
Total Liabilities	143.16
Equity	
Retained Earnings	213,289.01
Net Income	-27,722.48
Total Equity	<u>185,566.53</u>
TOTAL LIABILITIES & EQUITY	<u><u>185,709.69</u></u>

11:50 AM

09/24/12

Finney County Economic Development Corporation
Reconciliation Summary
ASB Money Market Acct, Period Ending 08/31/2012

	<u>Aug 31, 12</u>
Beginning Balance	107,095.71
Cleared Transactions	
Checks and Payments - 1 item	-15,000.00
Deposits and Credits - 1 item	19.92
Total Cleared Transactions	<u>-14,980.08</u>
Cleared Balance	<u>92,115.63</u>
Uncleared Transactions	
Deposits and Credits - 3 items	11,237.00
Total Uncleared Transactions	<u>11,237.00</u>
Register Balance as of 08/31/2012	<u>103,352.63</u>
Ending Balance	<u>103,352.63</u>

Finney County Economic Development Corporation
Reconciliation Detail
ASB Money Market Acct, Period Ending 08/31/2012

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						0.00
Cleared Transactions						
Checks and Payments - 1 item						
Transfer	8/22/2012			X	-15,000.00	-15,000.00
Total Checks and Payments					-15,000.00	-15,000.00
Deposits and Credits - 1 item						
Deposit	8/31/2012			X	19.92	19.92
Total Deposits and Credits					19.92	19.92
Total Cleared Transactions					-14,980.08	-14,980.08
Cleared Balance					-14,980.08	-14,980.08
Uncleared Transactions						
Deposits and Credits - 3 items						
Deposit	8/20/2012				11,150.00	11,150.00
Deposit	8/21/2012				67.08	11,217.08
Deposit	8/31/2012				19.92	11,237.00
Total Deposits and Credits					11,237.00	11,237.00
Total Uncleared Transactions					11,237.00	11,237.00
Register Balance as of 08/31/2012					-3,743.08	-3,743.08
Ending Balance					-3,743.08	-3,743.08

10:33 AM

09/25/12

Accrual Basis

Finney County Economic Development Corporation Profit & Loss vs. Budget January through August 2012

	Jan - Aug 12	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
INCOME				
City of Holcomb	11,000.00	11,000.00	0.00	100.0%
Finney County	71,385.52	127,175.60	-55,790.08	56.1%
GCCC	0.00	11,750.00	-11,750.00	0.0%
Interest Income	271.04	1,855.98	-1,584.94	14.6%
Miscellaneous	369.33			
Total INCOME	83,025.89	151,781.58	-68,755.69	54.7%
REIMBURSED INCOME				
E-Communities Income	6,666.65			
GCCC - Reimbursed Income	10,000.02			
Total REIMBURSED INCOME	16,666.67			
Total Income	99,692.56	151,781.58	-52,089.02	65.7%
Gross Profit	99,692.56	151,781.58	-52,089.02	65.7%
Expense				
Reconciliation Discrepancies	-1,073.67			
PRIMARY GOAL EXPENSES				
Retention/Recruitment				
Workforce Retraining/SCHLRSHIP	0.00	5,000.00	-5,000.00	0.0%
Employee Recruitment				
Job Fair Clearing Account				
Job Fair Income	-150.00			
Total Job Fair Clearing Account	-150.00			
Employee Recruitment - Other	0.00	3,000.00	-3,000.00	0.0%
Total Employee Recruitment	-150.00	3,000.00	-3,150.00	-5.0%
Total Retention/Recruitment	-150.00	8,000.00	-8,150.00	-1.9%
Marketing				
Special Projects	3,300.00	15,000.00	-11,700.00	22.0%
Education	245.42			
Meals	2,522.17	3,000.00	-477.83	84.1%
Direct Mail	793.89	2,000.00	-1,206.11	39.7%
Trade Publications Advertisement	668.59	4,500.00	-3,831.41	14.9%
Printing/Supplies/Advertisement	1,599.36	4,500.00	-2,900.64	35.5%
Dues & Subscriptions	4,294.06	3,000.00	1,294.06	143.1%
Travel	8,725.09	30,000.00	-21,274.91	29.1%
Sponsorships	308.57	2,000.00	-1,691.43	15.4%
Total Marketing	22,457.15	64,000.00	-41,542.85	35.1%
Total PRIMARY GOAL EXPENSES	22,307.15	72,000.00	-49,692.85	31.0%
FIXED EXPENSES				
Insurance				
Business Owners	1,002.00	2,000.00	-998.00	50.1%
Directors & Officers Liability	700.00	700.00	0.00	100.0%
Total Insurance	1,702.00	2,700.00	-998.00	63.0%

10:33 AM

09/25/12

Accrual Basis

Finney County Economic Development Corporation
Profit & Loss vs. Budget
 January through August 2012

	Jan - Aug 12	Budget	\$ Over Budget	% of Budget
Depreciation Expense	0.00	3,000.00	-3,000.00	0.0%
Employee Salaries	69,100.15	135,000.00	-65,899.85	51.2%
Employee Tax & Liabilities	6,188.64	18,000.00	-11,811.36	34.4%
Staffing and Benefits				
Health Insurance	1,191.86	6,000.00	-4,808.14	19.9%
VSP vision Insurance	399.76	1,200.00	-800.24	33.3%
Simple IRA Employer Contributio	0.00	3,000.00	-3,000.00	0.0%
Staff Life Insurance	460.76	1,200.00	-739.24	38.4%
Staffing and Benefits - Other	0.00			
Total Staffing and Benefits	2,052.38	11,400.00	-9,347.62	18.0%
Phone/Internet	4,078.47	7,000.00	-2,921.53	58.3%
Rent/Utilities				
Office Maintenance & Cleaning	150.00			
Rent/Utilities - Other	15,884.90	19,000.00	-3,115.10	83.6%
Total Rent/Utilities	16,034.90	19,000.00	-2,965.10	84.4%
Professional Fees/Computer/Acct	3,954.57	3,500.00	454.57	113.0%
Copier Lease & Maintenance	1,489.33	2,000.00	-510.67	74.5%
Penalties Non Deductible	0.00	200.00	-200.00	0.0%
Office Expenses				
Marketing	1,332.95			
Bank Service Fees	300.00			
Supplies	1,725.49	3,500.00	-1,774.51	49.3%
Total Office Expenses	3,358.44	3,500.00	-141.56	96.0%
Total FIXED EXPENSES	107,958.88	205,300.00	-97,341.12	52.6%
Total Expense	129,192.36	277,300.00	-148,107.64	46.6%
Net Ordinary Income	-29,499.80	-125,518.42	96,018.62	23.5%
Other Income/Expense				
Other Expense				
GCCC - Payroll Expense	-1,777.32			
Total Other Expense	-1,777.32			
Net Other Income	1,777.32	0.00	1,777.32	100.0%
Net Income	-27,722.48	-125,518.42	97,795.94	22.1%



**Finney County
Economic Development Corporation**

**Board Meeting
Thursday, September 27, 2012 7:30 a.m.
Garden City Commissioners' Chambers**

AGENDA

1. Call meeting to order
2. Consent Agenda
 - a. Agenda: September 27, 2012
 - b. Minutes: August 22, 2012
 - c. Financials: August 2012
3. Public Comments
 - a. Time limited to 10 minutes unless extended by Board
4. Update from Lona DuVall, President
 - a. Prospect Update
 - b. Schedule and Meetings
5. New Business
 - a. Finney County Job Fair Report
 - b. Board Retreat
6. Old Business
 - a. Alternative Funding Sources – Finance Committee Report
 - b. Tax Abatement Report
7. Executive Session
8. Future Meeting Dates
 - a. FCEDC Board Meeting: October 23, 2012
 - b. FCEDC Board Meeting: November 28, 2012
 - c. FCEDC Board Meeting: December 26, 2012



**Finney County
Economic Development Corporation**

The special meeting of the Board of the Finney County Economic Development Corporation was held at Tatro Plumbing Company on September 12 at 11:00 a.m. with the following Board Members present: Ray Purdy (RP), Bob Kreutzer (BK), Cathy McKinley (CM) and Tom Walker (TW). Staff: Lona Duvall (LD), Allison Medina (AM) and Sandra Garcia (SG). Public: None in attendance.

MEETING CALLED TO ORDER: Chairman, Tom Walker (TW), welcomed all to the FCEDC Special Board Meeting and called the meeting to order at 11:02 a.m.

NEW BUSINESS:

Industrial Park Development: Last Monday, LD and TW met with City Officials and the JBS developers. The JBS Developers would like to develop the JBS project as well as the Industrial Airport project. On October 2nd or 3rd a final decision will be made regarding the progress on this issue.

ADJOURNMENT:

TW announced entering into executive session to discuss client confidentiality. Motion to adjourn by BK and seconded by RP. No action will be taken in executive session.

ADDITIONAL DISCUSSION:

Mosaic Housing Development: Mosaic contacted FCEDC regarding a housing developer out of Omaha interested in developing housing for Mosaic as well as general housing in the area. The meeting will take place September 27th or 28th.

Holcomb Development Project: Everett Miller has signed the letter of intent allowing the Holcomb project to move forward.

Industrial Manufacturer Prospect: FCEDC received a call from Billy Brenton regarding a developer interested in a project in Finney County that would require rail access. The Industrial Manufacturer Company contacted FCEDC and provided utility information rate requests as well as tax rates and rail access information requests. The new prospect information will be presented to the County Commission on Monday to be included in FCEDC's quarterly update.

Alternative Funding Sources: The FCEDC Board Members have been reviewing potential alternative funding sources and have recently required reporting and additional information on this topic in order to move forward. The Finance Committee has recently been exploring the proposal of requesting a percentage of the transient guest tax be used to fund FCEDC. This request will need to be made to the County Commission and will be included in the quarterly update given on Monday.

TW stated that alternative funding sources topic has come up in previous meetings and a suggestion was made about a year ago by a County Commissioner to research the procedures for utilizing the transient guest tax funds. In recent years due to the increase from 4% to 6% and also increased activity the transient guest tax fund has provided additional funds that could fund both organizations without structural changes necessary. The County has the authority to distribute the transient guest tax funds. FCEDC would be requesting that if the County approved a percentage split that a reserve fund be created that the County would control for FCEDC. This reserve fund would aid in funding special projects and FCEDC would make official requests for use of

these funds. The goal of this move would not be to defund CVB and FCEDC is only requesting that the extra funds that do not disrupt the CVB's operations be distributed.

BK stated that there is enough money to fund both entities and it is common in other communities to utilize the funds in this manner. When looking at the formatting of the two entities CVB will have money for operating expenses and incentives and FCEDC would maintain operating funds as is and request additional as a reserve account. This would mean that there would be no taxpayer funds needed and no property tax increase needed. LD stated that both Matt Allen and Randy Partington have been informed and are in support of the request to the County Commission.

BK stated that Economic Development is a huge generator of bed tax (transient guest tax) funds. Both organizations are working to increase those funds and the goals of both organizations end up in the same place. BK stated that he felt when making the request to the County Commissioners that FCEDC stay away from requesting half or a percentage amount. It is important to state that there are enough funds to fully fund both organizations and the additional funds can be allocated as the County feels fit. This will also be a benefit to the County and City because FCEDC will not be competing on the ballot for a sales tax increase.

LD will contact Gary Newman and Bob Tempel so that they are aware of the request being made to the County Commission. LD will also inform Board Members of the specific time that FCEDC will be presenting to the County Commission. LD & TW will meet with Randy Partington to confirm the time on the agenda and to get the FCEDC packet included.

Adjournment: Motion to adjourn executive session by CM and seconded by BK at 11:37 a.m.

**Garden City Recreation Commission
Minutes
Monday, August 27, 2012**

I. Call Meeting to Order

Vice Chairperson Maria Hardwick call the meeting to order at 5:15 p.m. GCRC Board members present were Holly Chandler, David DuVall and Anna Urrutia. GCRC Staff present were Superintendent John Washington, Assistance Superintendent Donna Gerstner and Fitness Coordinator Meghan McFee.

II. Approval of Agenda

John asked to add to the agenda under New Business – 5. Items removed from Fixed Assets and 6. Meghan McFee - Purchase of a GPS Timing Device.
Motion by David DuVall to approve the amended agenda, seconded by Holly Chandler.
Motion carried with all in favor.

III. Consent Agenda

The following shall stand approved/accepted as presented unless action is taken to remove an item from the consent agenda.

- a. **Minutes of Regular Meeting Monday, June 25, 2012.**
- b. **Minutes of Special Meeting Monday, July 16, 2012.**
- c. **Minutes of Regular Meeting Monday, July 30, 2012 (No Quorum).**
- d. **Financial Reports for June 2012.**
- e. **Financial Reports for July 2012.**
- f. **Staff Reports (June & July).**
- g. **Participation Reports (June & July).**

David asked if the pool vacuum cleaner was purchased. John said it was delivered by the first week in August. It made a huge difference in the way we cleaned the pool bottom but we still need to figure out ways to create water flow in the gutters. A motion was made by David DuVall to approve the consent agenda, seconded by Holly Chandler. Motion carried with all in favor.

IV. Superintendent Report

- **Covered in July Agenda-** Southwest Kansas Rec Golf tournament went well, 16 teams. KRPA hosted its quarterly meeting in Dodge City so we had several new KRPA members participate from NE and SE Kansas.
- **Spray ground addition at the Big Pool** – Spray ground was held up due to equipment delivery dates. Equipment was made by companies overseas and might take into September to receive the majority of the apparatuses. Once the equipment arrives, Gary Dick thanks they would be finished within 45 days.
- **NRPA Congress and Exposition in Anaheim, California, October 16-18, 2012-** If any Board Members would like to go to the NRPA Conference, please let John know. John, Donna and Joan will be going to the NRPA Conference in Anaheim, California.
- **KRPA East Golf Tournament** – If any Board Member would like to go to the KRPA East Golf tournament please let John know and he will get the information to you.

V. New Business

1. **2012-2018 Capital Improvement-Discussions will be developed from our current Master Plan and staff recommendations for future Recreational Capital Outlay and**

City Recreation Facilities. - John explained on how to get funds for projects, by using Mill Levies. John also explained how the City's CIP process works and how projects are ranked as listed by their departments. It requires no more than 8 hours over the course of 3 months to complete the CIP process. Mr. David asked how people are chosen to be on CIP Committee. John explained the process. Holly explained how the process went for her year's CIP Committee. Discussion but (No Action Required.)

2. **Benefit Summary for Recreation Employees-Superintendent recommendations for the Employee contribution Fund. Benefit Summary-General Policy 8.4.1 and 8.4.2 indicates that portions of the premium to be paid by the Garden City Recreation Commission for commission-sponsored insurance programs will be determined by the Superintendent, in consultation with the Garden City Recreation Commission, and may be subject to change at any time and without prior notice. In conclusion, the terms and conditions of the commission-sponsored insurance programs are subject to change by the agency or by the insurance carriers at any time and without prior notice. In the event of any changes to these programs all eligible employees will be notified of such changes as soon as possible. Superintendent recommends that the Recreation Commission accept the attached terms of the insurance summary of benefit plan for 2012-13.** – John explained to the Board that added to the employee contribution would be the dental cost. Need to figure on raising the cost. John explained that 4 mills are needed to handle the Employee Benefit Fund.

3. **Fansler Field Master Plan-Facility reconfiguration into a youth baseball field.** - Maria would like to have a tour of facilities. Holly not sure if monies should be put into Fansler Field if we don't need it. David would someone be able to fund the Master Plan with City matching? It was talked about what the original Master Plan was.

4. **Clint Lightner Stadium Master Plan – Renovation work to the grandstands, batting cages, dugouts and lights.** – Will start work on Clint Lightner this fall. Putting a wall up 4 feet with City. Trails behind Tangeman next week will be started.

5. **Fixed Asset List Removal of Items-** Maintenance Superintendent Brian Knight is requesting items to be removed from the Fixed Asset list to be sold at the City's Auction. The list is:
 - Precor Treadmill Model C956 220 power
 - Precor Treadmill Model C956i 220 power
 - Precor Elliptical Model EFX544 110 power
 - Precor Elliptical Model EFX544 110 power
 - Precor Elliptical Model EFX544 110 power
 - Precor Elliptical Model EFX546 110 power
 - 1992 GMC Sierra 1500 VIN# 2GTEC19K6N1539998
 - 1990 Ford 10 Passenger Van VIN# 1FTJE34H4LHA55385

Motion by Holly Chandler to approve the removal of items listed above from the Fixed Asset List to be sold at the City's Auction. The motion was seconded by Anna Urrutia. Motion carried with all in favor.

6. **Timing Device Purchases** - Fitness Coordinator Meghan McFee is requesting to purchase a Jaguar Bronze Race Timing System with upgrade to Jaguar 7000 antenna to be used for runs. The chip is in the amount of \$13,843.00 from Innovative Timing Systems in St. Louis, Mo. Motion by Holly Chandler to approve the purchase of the Jaguar Bronze Race Timing System with upgrade to jaguar 7000 antenna in the amount of \$13843.00. The motion was seconded by Anna Urrutia. Motion carried with all in favor.

VI. Old Business

- VII. Executive Session-Recreation board will go into executive sessions for the purpose of discussing Real Property and/or Personnel at _____. The Recreation Board will reconvene into open session upon completion at _____.**

John requested to go into executive session for the purpose of discussing a personnel issue for 5 minutes. Motion was made by Holly Chandler to go into executive session for 5 minutes for the discussion personnel. The motion was seconded by Anna Urrutia. Motion carried with all in favor.

Went into executive session at 6:23 p.m.

Out of executive session at 6:27 p.m.

No Action was Taken.

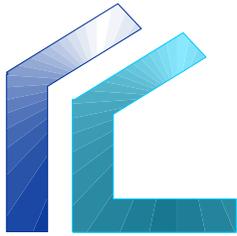
Garden City Recreation Commission Questions and Comments

- VIII. Adjournment**

Motion by Holly Chandler to adjourn the meeting. The motion was seconded by Anna Urrutia. The meeting adjourned at 6:28 p.m.

Donna Gerstner
Assistant Superintendent

Approved September 24, 2012



Garden City Recreation

310 N. 6th, Garden City, Kansas 67846 – Phone: 620-276-1200 Fax: 620-276-1203 – email: grec@garden-city.org

AGENDA - Garden City Recreation
Regular Meeting
Monday – September 24, 2012, 5:15 p.m.
Garden City Recreation Center, 310 N. 6th Street

- I. Call Meeting to Order**
- II. Approval of Agenda**
- III. Consent Agenda-The following shall stand approved/accepted as presented unless action is taken to remove an item from the consent agenda.**
 - a. Minutes from August 27, 2012 Meeting
 - b. Financial Reports from August 2012
 - c. Staff Reports from September 2012
 - d. Participation Reports from August 2012
- IV. Superintendent Report**
 - City approved \$200,000 for Spray ground addition at the Big Pool. The remainder of the funding is coming from the following; \$10,000 grant from Start Smart of SW Kansas and \$25,000 from the Finnup Foundation.
 - 25th Annual KRPA Golf Tournament, Friday, October 5, 2012 at Iron Horse Golf Club in Leawood, KS
 - NRPA Congress October 15th-20th in Anaheim, CA (John, Donna and Joan)
 - Office Remodel – Converting the Board Room into two offices that will house Jared Rutti into one office and Amber/Salvador (Chava) into the other.
 - Image/Logo change update.
 -
- V. New Business**
 1. 2013-2017 Capital Improvement-Discussions will be developed from our current Master Plans and staff recommendations for future Recreation Capital Outlay and City Recreation Facilities.
 2. Sports Director, Jared Rutti is requesting for approval the 2012-2013 Picture Bids.
 3. Superintendent is requesting for approval for a cash advance in the amount of \$300 for travels expense for the 2012 NRPA Congress.
 4. GCRC Southside/Mid Town Facilities Tour. Completion of facilities will occur during the October Staff Meeting...
 - 5.
- VI. Old Business**
- VII. Executive Session-Recreation board will go into executive session for the purpose of discussing Real Property and/or Personnel at _____. The Recreation Board will reconvene into open session upon completion at _____.
Recreation Commission Questions and Comments**
- VIII. Adjournment**

Next Meeting
October 29, 2012 @ 5:15 p.m.
Activity Center
310 N 6th St, Class Room II