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NLC SERVICE LINE WARRANTY PROGRAM



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USP is an NLC Enterprise Programs Partner

November 2011

City Stakeholder FAQs

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City Stakeholder FAQs

Service Line Warranties of America (“SLWA”) & National League of Cities (“NLC”) Background

Who is Service Line Warranties of America?

SLWA is a private company that provides optional water and/or sewer service line warranties to homeowners. SLWA is proud to have been selected by the NLC as an Enterprise Programs Partner. After almost a decade in business, SLWA has an A+ rating with the Better Business Bureau. The NLC, representing over 218 million Americans, is the nation’s oldest and largest organization devoted to strengthening and promoting cities as centers of opportunity, leadership and governance.

The program is offered at no cost to the City and no public funds are used to promote or operate the program. Importantly, SLWA is solely responsible for the administration and service of the warranty programs.

Who is the NLC?

The NLC is an organization dedicated to helping city leaders build better communities. Working in partnership with the 49 state municipal leagues, the NLC serves as a resource to and an advocate for the more than 19,000 cities, villages and towns it represents.

Why did the NLC select a single company to introduce these warranties?

The NLC recognized the need for these warranties and realized that there were economies of scale that could be achieved through the aggregation of potential homeowners that would result in a lower cost to the homeowner. They also realized that warranties are only as good as the company offering them and after a careful review of providers, it was determined that SLWA had the history and proven track record of providing the superior customer service required for this program.

Is SLWA a member of the Better Business Bureau?

Yes. SLWA has been a member of the Better Business Bureau since 2003 and they are very proud of their exemplary record. SLWA is also approved by the appropriate state regulatory body to operate in the states where it provides coverage.

What happens if Service Line Warranties of America goes out of business? What happens to money paid in premiums?

All of SLWA contracts are month to month and SLWA must legally maintain adequate reserves to satisfy all claims filed. Furthermore, SLWA has filed an application and received state approval in all states in which it operates. Each state has different requirements to ensure consumer protection and SLWA is compliant in maintaining the legally required financial reserves in the form of bonds, funded cash reserves or other financial security depending on the jurisdiction’s requirements. Should some unforeseeable event cause undue financial hardship on the company, the rules established by the various state agencies ensures that SLWA customers are provided with adequate protection that their claims would be paid.

Where can I go to find out more about this program?

Please visit SLWA’s web site at www.utilitylineprotection.com or call them directly at 1-800-000-0000.

City Stakeholder FAQs

City Participation

Is this really a letter from the City?

Yes, the City worked with Service Line Warranties of America (SLWA) to make you aware of a program that could potentially save you a lot of money.

Why is my City sending this letter to me?

The National League of Cities recognized homeowner water/sewer line warranty services as something many homeowners have expressed interest in. It came to their attention that several state leagues had already endorsed and were already working with SLWA. For this reason, they carefully reviewed SLWA and determined Service Line Warranties of America to be the best option of those companies providing these types of warranties.

Your City Council simply wanted to share the results of the NLC research with its homeowners. So, letters were mailed out by SLWA for the sole purpose of providing program information. Homeowners who wish to learn more about this program or want to enroll are encouraged to contact SWLA directly at the number provided in your letter. Homeowners who are not interested in these services may disregard the letter entirely.

If you choose to enroll in this program, please do so with the understanding that your City in no way warrants or is liable for the work or performance of Service Line Warranties of America. We are only making you aware of the availability of this product since water and sewer line repairs can be very expensive.

Why is the City endorsing this program?

In these difficult economic times, the City felt it was important to educate residents that they are responsible for the service lines on their property and to also inform you that there was a program offered through a reputable company that could potentially save you a lot of money.

Why is the City working with Service Line Warranties of America for this program?

This program was brought to the City through an Enterprise Program of the National League of Cities administered by Service Line Warranties of America. SLWA was selected by the NLC because of their high customer service and quality ratings. SLWA has been in business for nearly 10 years and has an A+ rating from the Better Business Bureau. In addition, SLWA was also unanimously selected by the North Central Texas Council of Governments (NCTCOG) as a shared service provider after a careful review and full vetting by a panel of independent cities.

Did the City pay for this mailing?

No. SLWA pays for all aspects of the program including marketing, customer service and repairs.

Does anyone in my City have an ownership position in SLWA or benefit personally from this program?

No. SLWA is independently owned and operated and no City official, employee or relative receives any personal compensation whatsoever. In other words, no one in your City is participating for personal gain.

What is in this Program for the City?

This program provides several benefits for the City. First, it educates residents of their service line responsibility. Secondly, SLWA only uses qualified local contractors so repair dollars stay within the community, which helps us all. Lastly, the City can be assured that all repairs are performed to code and that all appropriate permitting is pulled. This saves the City money because it encourages residents to report water and sewer leaks in a timely manner. Timely water line repairs conserve water and reduce water loss for the City. Timely sewer line repairs minimize wastewater pollution.

AGENDA
CITY COMMISSION MEETING
Tuesday, November 6, 2012
1:00 P.M.

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., located in the large meeting room at the City Administrative Center to review and discuss The National League of Cities Service Line Warranty Program. 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. Governing Body consideration and approval to authorize the Mayor to proclaim November 16, 2012 as GCHS Blue Ribbon Day.
 - B. Governing Body consideration and approval to authorize the Mayor to proclaim November 6, 2012 as Brad Springston Day.
 - C. In honor of Veteran’s Day, staff at the Lee Richardson Zoo requests Governing Body consideration and approval to offer complimentary vehicle admission on November 10 and 11, 2012 to active and inactive military personnel and veterans of any branch of the service presenting identification or proof of service.
 - D. Mr. Wolf Zon, Director of Operations and Chief Pilot of DWTA Helicopters, requests Governing Body consideration of authorizing a landing within the City limits on Saturday, November 10, 2012, as part of the American Legion’s Veteran’s Day Celebration Activities. Specifically, the Governing Body is asked to waive Section 14-71 and grant approval of the restricted height of aircraft within the corporate limits of the City.
 - E. Governing Body consideration and approval of Ms. Bonnie Bribiesca recognition as a “Local Business” on the application for an Itinerant Merchant license at 201 W. Kansas.
- VII. **REPORT OF THE CITY MANAGER.**
 - A. City Manager Allen is very proud to announce that City of Garden City employees raised \$26,219.18 in donations and pledged gifts for the 2013 Finney County United Way Campaign. This represents over an 18% increase from last year’s drive. “Congratulations” to our United Way committee on another successful year. “Thank you” to City of Garden City employees for their generous support of those in need in the community.

- B. The City has received correspondence from Cox Communication regarding Plus Package pricing changes and a line-up change.
- C. Staff has provided the enclosed information regarding the 2012 Fall Clean-up program.
- D. The City has received franchise payments from Black Hills Corporation for the month of September 2012 in the amount of \$44,935.60 and from AT&T for the month of September 2012 in the amount of \$6,388.30
- E. Staff has provided several items of information for Governing Body review including the following: from Finance Director Hitz the monthly City and County sales tax report; from Fire Chief Shelton the monthly activity report and from Assistant City Engineer Mestdagh the monthly construction report.
- F. Meetings of note:
 - ✓ November 3, 2012 – Banner Art Auction at Clarion Inn Ballroom at 7:00 p.m.
 - ✓ November 7, 8, 10 & 11, 2012 – “Guys & Dolls” at GCHS at 7:00 p.m.
 - ✓ November 8, 2012 – 2012 Kansas Main Street Awards reception at 5:30 p.m. at Las Margaritas’ Celebration Room.
 - ✓ November 9, 2012 – “Annie Oakley” presented by Wichita Children’s Theater at Clifford Hope Auditorium-Horace Good Middle School at 7:00 p.m.
 - ✓ November 10, 2012 – Veteran’s Day Parade at 2:00 p.m.
 - ✓ November 10, 2012 – Hanging of the lights at Stevens Park at 9:00 a.m.
 - ✓ November 11, 2012 – “Veterans Day 11.11.11” at the State Theater presented by Garden City Rec & Kansas Honor Flight at 3:00 p.m.
 - ✓ November 13, 2012 – “Masters of Motown” presented by Southwest Kansas Live on Stage at Clifford Hope Auditorium at 7:30 p.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.
 - ✓ December 8, 2012 – Commerce Bank’s Tuba Christmas on Grant Avenue at 3:00 p.m.
 - ✓ December 8, 2012 – Burtis Motors Evening Christmas Parade at 6:00 p.m.
 - ✓ GCRC, “A Christmas Carol”, December 21 & 22, 2012 at 7:30 p.m. & December 23 at 2:30 p.m.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2327-2012A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. Ordinance No. _____-2012, an ordinance rezoning land from R-1 Single Family Residential District to R-3 Multiple Family Residential District in the City of Garden City, Kansas; amending the district zoning map of the City of Garden City, Kansas; repealing the current district zoning map; all to the Code of Ordinances of the City of Garden City, Kansas. (approximately 700 Block of Anderson Street)
- B. Ordinance No. _____-2012, an ordinance amending the Comprehensive Plan of the City of Garden City, Kansas; repealing the current Comprehensive Plan; all to the Code of

Ordinances of the City of Garden City, Kansas. (800, 900 and 1000 block of Main Street between Kansas Avenue and Walnut Street)

- C. Ordinance No. _____-2012, an ordinance amending the zoning regulations for the City of Garden City, Kansas; adopting new zoning regulations to regulate Licensed Care Centers and Homes; amending zoning regulation Section 16.030; amending Ordinance No. 2528-2011; repealing in its entirety current Zoning Regulation Section 16.030; all to the Code of Ordinances of the City of Garden City, Kansas.
- D. 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. (711 N. First Street – miscellaneous items)
- E. Bond Counsel Mary Carson has provided a resolution related to the 2012 Temporary Financing of the improvements in the Taylor North Addition -- Joe McGraw Street and watermain improvements.
 - 1. Resolution No. _____-2012, a resolution providing for the issuance of temporary notes of the City of Garden City, Kansas, in the total principal amount of \$555,000 to temporarily finance the costs of certain improvements in the City; and providing the terms, details, form and conditions of such notes.
- F. Ordinance No. _____-2012, an ordinance regulating the conduct of persons and animals in the City of Garden City, Kansas; creating new Code Section 10-65; all to the Code of Ordinances of the City of Garden City, Kansas (animal bite violations).
- G. Ordinance No. _____-2012, an ordinance granting to Wildflower Telecommunications, LLC, its successors and assigns, a contract franchise to construct, operate and maintain a telecommunications system in the City of Garden City, Kansas; all pursuant to K.S.A. 12-2001 ET SEQ.

X. OLD BUSINESS.

- A. 2:30 p.m. Presentation by CSS Properties, LLC, on their proposal received by the Governing Body on October 2, 2012 for use of the American Legion Building.

XI. NEW BUSINESS.

- A. The Kansas Department of Transportation is soliciting Transportation Enhancement project requests for 2013. City Engineer Cottrell has provided a memorandum concerning potential projects.
- B. The Sunflower Foundation is accepting Trail Grant applications for walking trail grants. City Engineer Cottrell has provided a memorandum outlining some possible projects for Governing Body consideration.
- C. Governing Body consideration and approval of an application for the second half of 2012 KDOT funding under the fund exchange program is requested. City Engineer Cottrell has provided a memorandum.

- D. Governing Body consideration and approval of changes to the 2013 Workers' Compensation Insurance Coverage.
- E. Governing Body consideration and approval to authorize staff to finalize a contract for the Mayor's signature to be presented at a later meeting for irrigation system improvements at Buffalo Dunes Golf Course.
- F. 2:00 p.m. Dr. Beverly Schmitz-Glass, Executive Director of Downtown Vision, Inc. will be present to review the quarterly report.
- G. 2:30 p.m. Lona DuVall, Finney County Economic Development Corporation will be present to review the quarterly report.
- H. **Consent Agenda for approval consideration:** (The items listed under this "consent agenda" are normally considered in a single motion and represent items of routine or prior authorization. Any member of the Governing Body may remove an item prior to the vote on the consent agenda for individual consideration.)
 - 1. Governing Body consideration and approval of the Preliminary and Final Plat for the property located at approximately 3002 N. Campus Drive, Garden City, Kansas – Pioneer Road Estate.
 - 2. Governing Body consideration and approval of a grant agreement for \$300,000 for MIH at Pioneer Road Estates between the City of Garden City, Kansas and Kansas Housing Resources Corporation.
 - 3. Governing Body consideration and approval of the an Administrative agreement and a Business Associate agreement between the City of Garden City, Kansas and Surency Life & Health Insurance Company for the City's cafeteria plan.
 - 4. Governing Body consideration and acceptance of the 2012 Emergency Shelter Grant award from the Kansas Housing Resources Corporation.
 - 5. Governing Body consideration and acceptance of bids received November 1, 2012 and November 2, 2012 and authorization for the Mayor and City Clerk to execute the contracts, for the following projects:
 - a) Safe Routes to School Project
 - b) Parking Lot Expansion at Garden City Regional Airport
 - 6. Quit Claim Deed from Heir of Rosie I. Surface transferring Space 1, Lot: 86, Zone: A, of Valley View Cemetery to Corly Matthews.
 - 7. Permission for Patti &/or Danny Steinwand to reserve Spaces 3 & 4, Lot 22, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
 - 8. Permission for Ascencion Rodriguez to reserve Space 8, Lot 38, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

9. Permission for Robert S. &/or Audrey M. Law to reserve Spaces 5, 6, 7; Lot 52; Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
10. Permission for Herbert &/or Joan Livingston to reserve Space 3, Lot 32, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

11. Licenses:

(2012 New)

- a) Hentzen Contractors, Inc. Class B General
- b) Precision Electrical Contractors, LLC Class D-E
- c) Johnson Plumbing, LLC Class D-P

(2013 Renewal)

- d) Kwik Shop, Inc. Cereal Malt Beverage
- e) Western Steel & Automation, Inc. Class A General
- f) JAG Construction Company, Inc. Class A General
- g) Dick Construction, In. Class A General
- h) Building Solutions, LLC Class A General
- i) Brian Barlow Construction Class B General
- j) Ron Roth Construction Class B General
- k) S & S Enterprises Class B General
- l) Diamond Roofing Class B General
- m) Tim Fuller Construction Class B General
- n) Conant Construction Class B General
- o) Byerly Construction Class B General
- p) Richard Wright Construction Class B General
- q) J. Scott III Class B General
- r) Dunlap Construction Company, Inc. Class B General
- s) Whartons Class B General
- t) Kerry Spanier Construction Class B General
- u) Ed Barb Construction Class B General
- v) Bob's Handyman Service Class B General
- w) Woodbridge Home Exteriors of Kansas, Inc. Class C General
- x) HCS Petroleum Equipment, Inc. Class E-Soc Specialized
- y) P.B. Hoidale Company, Inc. Class E-Soc Specialized
- z) Westhusing's, Inc. Class E-Soc Specialized
- aa) J's Fencing & Ironworks, LLC Class E-Soc Specialized
- bb) Continental Fire Sprinkler Company Class E-Soc Specialized
- cc) Klotz Sand Company, Inc. Class E-Soc Specialized
- dd) Sign Source, LLC Class D-SI Sign Installation
- ee) Dreiling Rentals Class E-L Landlord
- ff) McDaniel Company, Inc. Class E-BF Backflow
- gg) A-R Roofing, LLC Class D-R Roofing
- hh) Austin Pools, LLC Class D-USP Unlimited Swimming
- ii) ALTA Refrigeration, Inc. Class D-M Mechanical
- jj) Energy Management Systems Class D-M Mechanical
- kk) Interstates Construction Services, Inc. Class D-E Electrical

XII. CITY COMMISSION REPORTS.

A. Commissioner Law

B. Commissioner Cessna

C. Mayor Crase

D. Commissioner Doll

E. Commissioner Fankhauser

XIII. ADJOURN.

City Stakeholder FAQs

Is the City receiving any compensation from SLWA?

SLWA does offer the City itself compensation for allowing the use of the City seal on the letter. Why? The support of the City alerts residents of the legitimacy of the program resulting in more enrollments, which in turn allows SLWA to offer a lower price to the City's residents because of the increased participation.

Is there a minimum participation necessary for a City to stay in the program?

No, there is no minimum participation required.

Marketing Letters

A resident is upset because they did not receive the letter. Why didn't they?

SLWA purchases a list of city homeowners based on the city boundary map from an independent list vendor, Infogroup. Infogroup is an active member of the Direct Marketing Association and adheres to all industry guidelines and government laws regarding responsible use and distribution of personal information. Therefore, the resident may have at one time requested they be placed on a "Do Not Solicit" list which both Infogroup and SLWA would have to honor. Conversely, the US post office enforces that each address be registered as deliverable – the resident may have fallen off the list during the USPS "cleansing" which occurs before the letter can be put in the mail.

A resident is upset that the letter arrived in the name of their deceased spouse. Why did this happen?

SLWA purchases a list of city homeowners based on the city boundary map from an independent list vendor, Infogroup. Chances are that the source files used by this vendor have not been updated yet to reflect this change. If the resident elects to enroll, all future correspondence from SLWA to the resident will be corrected. SLWA cannot legally submit the requested name change to The Direct Mail Association (DMA), which is a national, non-profit organization, due to privacy laws.

A resident does not want to receive any solicitations. How can this be accomplished?

Contacting SLWA at 1-800-000-0000 will ensure that SLWA will not contact this resident again (keep in mind however that if the request comes in before the 2nd letter is sent, the customer will in fact receive the second letter because there is not an opportunity to pull it from the post office). If the customer does not want to receive any solicitations from anyone ever again, they will need to go directly to the Direct Mail Association (DMA), which is a national, non-profit organization which keeps a national repository of "DNS" requests. Neither SLWA nor Infogroup is legally allowed to submit the residents name to the DMA due to privacy laws.

What should a resident do if they want more information and did not get the letter?

The resident can call SLWA directly at 1-800-000-0000 to request information or get a copy of the letter sent to them. They can also visit SLWA's web site at www.utilitylineprotection.com to view the details and enroll.

Warranty Products

Utility Line Responsibility

Isn't my city or utility company responsible for my lines? If not, doesn't my Homeowner's Insurance cover this type of Repair?

Typically no. Most homeowners are surprised to learn that they are responsible for the repair and replacement of their broken or leaking utility lines, and most homeowners policies will pay to repair the damage created by failed utility lines but not for the repair itself. We encourage you to call your insurance company to determine your actual coverage. If you live in a condominium or duplex dwelling, we encourage you to contact your homeowners association to determine if you need this coverage prior to enrollment.

City Stakeholder FAQs

What part of my water or sewer line am I responsible for maintaining?

Homeowner responsibility varies greatly across the U.S. In some areas, the utility is responsible for the sewer lateral that runs from the main line to the right-of-way, property line or sewer clean-out near the curb. In other areas, the utility is not responsible for any portion of the lateral line that runs beyond the main line. For water service lines, the utility generally only covers the portion of the line from the main to the curb stop valve or water meter at the edge of the property. Regardless of these local differences, SLWA will provide coverage for the portion of the service line for which you are responsible.

Coverage

What causes cracks, holes or leaks in utility lines?

Time.

Wear and tear over time. It can be that simple. Over time, fittings can fail, pipes can corrode and your house can shift and settle. A small crack or pinhole develops and leads to a leak. Next thing you know, your utility line has failed.

Weather.

Freezing, thawing; rain, snow; each change of seasons brings with it a different challenge to your utility lines, and the potential for cracks and leaks.

Landscaping.

We all admire the beauty of a landscape graced with trees and shrubbery, but tree roots are not friends of your utility lines. Wrapping themselves around your lines, they will eventually cause cracks, leaks and clogs.

What items are included as part of the warranty?

The external water and/or sewer line warranty covers the underground service line from the foundation of your home to the point where the line becomes the utility's responsibility. If any part of the line is broken and/or leaking, SLWA will repair or replace the line in order to restore the service (including clearing tree roots from the water or sewer line).

What items are excluded as part of the warranty?

The water line warranty does not cover the costs of repairs to the meter or meter vault nor does it cover branch lines to sprinklers, pools, hot tubs, etc. The sewer line warranty does not cover septic systems. The warranties are designed to ensure that the homeowner has utility service to the primary residence for purposes of drinking, cooking and cleaning. Repairs for damages caused by the homeowner, a third party, natural disaster, act of God or by other insurable causes are also not covered. Complete Terms and Conditions for your residence can be viewed by visiting www.utilitylineprotection.com. You will be asked to enter your zip code to ensure the correct version is displayed.

Does the warranty include the inside of the house?

No. The external water and sewer line warranties do not provide coverage for inside the house.

Who replaces landscaping if damaged?

SLWA will provide basic restoration to the site. This includes filling in the holes, mounding the trench (to allow for settling) and raking and seeding the affected area. Restoration does not include replacing trees or shrubs or repairing private paved/concrete surfaces.

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Is soil movement due to ground shifting covered?

Yes, ground shifting is one of the major causes for water and sewer line breaks. If the line is broken and leaking, the repair is covered under the warranty.

Is tree root damage covered?

Yes, invasive tree roots are another major cause for water and sewer line failures. If the line is broken, leaking or clogged, the repair is covered under the warranty.

Will the company inspect the lines for residents?

While SLWA reserves the right to inspect lines for pre-existing conditions, they generally do not inspect lines for residents to look for leaks or other problems. SLWA responds to customers who report a claim for a line leak, clog or other failure from normal wear and tear.

When does my warranty start?

Coverage begins 30 days after enrollment unless otherwise noted through a promotional letter.

The Coverage Cap looks adequate but does SLWA have an annual or lifetime restriction on how much they will pay to repair?

No. Unlike some other warranties available, SLWA provides you with the full coverage per incident. They will pay up to your coverage amount each and every time you need them. SLWA does not deduct prior repair expenses from your coverage cap or limit the amount they will pay annually.

What are the event caps for the warranty? What are the annual caps per household?

Coverage caps listed in the Terms & Conditions are per occurrence as follows:

Water — \$4,000 plus an additional \$500 for public sidewalk cutting, if necessary

Sewer — \$4,000 plus an additional \$4,000 for public street cutting, if necessary

There are no annual or lifetime caps for coverage. Coverage is provided on a per incident basis and all work is warranted for one year. It has been SLWA's experience that these coverage caps will more than adequately provide coverage 99.9% of the time. In the rare instance that the repair is greater than the coverage provided, SLWA will work closely with the contractor to provide the homeowner the additional work at SLWA's discounted cost.

If more than \$4,000 is required for repairs or public street cutting, does the resident cover the cost?

In the rare case that the repair exceeds \$4,000 the resident will be responsible for the difference. SLWA works very closely with its local contractors to avoid this situation and in the unlikely event this should occur, the customer enjoys pricing that would not otherwise be available from the contractor.

I cannot find my Terms and Conditions. How can I get another copy?

You may either call SLWA at 1-800-000-0000 to request another copy or visit www.utilitylineprotection.com and follow the navigation prompts under "Manage Account" to log in. Once logged-in, select "View Terms & Conditions" from the home screen. The warranty product(s) that are active on your account will be displayed. Once you make your selection, your Terms & Conditions will display as a .pdf. You can print or save them at this time in addition to viewing them online.

City Stakeholder FAQs

Eligible Dwelling Types

Is the program just for residents, or can businesses participate?

This program is only available for residential dwellings.

I live in a condominium. Am I responsible for my water or sewer line?

Please contact your homeowners association to determine if you are personally responsible for your water or sewer service line. If you are responsible and you have a single service line serving your dwelling, you are eligible to enroll. If you are served by a shared line, please contact SLWA at 1-800-000-0000 to determine eligibility.

Can my condominium association enroll in this program?

Yes. Because coverage issues can vary widely between associations, please call 1-800-000-0000 to speak with an employee who specializes in this custom coverage program.

Repairs

What do I do if I need a repair?

Simply call SLWA's 24-hour hotline number at 1-800-000-0000 to speak with one of their claim representatives. There are no forms or paperwork for you to complete. Once you report a claim, their contractor must call you within an hour to schedule an onsite visit, which typically occurs within 24 hours, but on a rare occasion could take as much as 48 hours - including holidays and weekends.

The vast majority of repairs are completed within 1–2 days of receiving the claim. Claims taking longer than a day are those which usually require utility line marking to prevent accidental damage to other lines on the property. At the completion of your repair, you will be sent a satisfaction survey. Results of these surveys are used to continually improve SLWA service levels and processes. SLWA has consistently enjoyed a 96% customer satisfaction rating (excellent and good categories).

What codes will SLWA adhere to? The current code? The original code at the time of installation?

If the line is broken and leaking, SLWA will repair or replace the leaking portion of the line according to the current code.

Who will do the repair work?

SLWA only employs qualified contractors from the local area who have the desire and ability to meet the high standards established by SLWA.

Contractors

How selective is SLWA when choosing contractors to conduct repairs?

SLWA is very particular when it comes to selecting contractors into their network. SLWA's objective is to provide the highest levels of customer service, and all SLWA contractors understand the importance of their role. SLWA works with local contractors that have both the desire and ability to meet their high customer service standards.

How many plumbers is SLWA going to work with in my City?

The number of plumbers depends on the number of households in the City. Generally, SLWA starts with a minimum of two contractors for the smallest cities, and adds one additional contractor for each 10,000 households of population.

What if the plumber does poor work?

SLWA screens local contractors to ensure that they have the desire and ability to meet the high standards

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established. All work is guaranteed for one year. Any work that fails to meet the warranty or quality standards will be re-performed by the contractor or another contractor at no cost to the homeowner.

Billing

How will I be billed?

The choice is yours. SLWA can invoice you monthly, charge your card or deduct the monthly amount automatically from your checking account. You can make payments monthly or annually.

Is this a long-term commitment?

No. The contract is monthly and you may cancel your warranty at any time. If you have prepaid your contract and decide to cancel before the end of the term, you will be refunded the unused portion of your premium.

Am I able to pay my bill online?

Yes. Simply login to SLWA's web site (www.utilitylineprotection.com) and follow the navigation prompts under "Manage Account" to log in. Once logged-in, if you have already received an invoice, you can go online to pay your bill. Select "Make a Payment" from the home screen. You can choose to pay by credit card or bank draft, and you can choose to make a onetime payment or set your account up for recurring charges or drafts. You will receive an electronic receipt in your email after your transaction is complete. *If you have not yet received your first invoice but would like to prepay on your warranty service, please call Customer Service at 1-800-000-0000 to assist you.*

Can I set up recurring payments online?

Yes. Please visit www.utilitylineprotection.com and follow the navigation prompts under "Manage Account" to log in. Once logged-in, select "Update Payment Method" from the home screen. You will select the warranty products that you want to set up on a recurring payment method on the next screen. Follow the prompts to choose your new payment method (you can choose between Recurring Credit Card, Recurring Bank Account Withdrawal, and if you are already set up on a recurring payment method, you can also switch back to Invoice) and to provide the details on that payment method. You will receive an electronic receipt in your email after your transaction is complete.

Additional Questions?

This document contains answers to the most commonly asked questions you may encounter regarding the National League of Cities Service Line Warranty Program introduction. However, rest assured that Utility Service Partners is available to assist you at any time. For assistance, simply call (toll free) 1-800-000-0000 or email us at Partnerships@utilitysp.net and we would be happy to help.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
October 16, 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, October 16, 2012 with all members present. Commissioner Fankhauser opened the meeting with the Pledge of Allegiance to the Flag and Invocation. The minutes of the last meeting were approved.

Ms. Lois Henkle was present and voiced her concern on volume of the live music that came from Jax's Bar & Grill on October 6 until midnight.

Mr. Thomas Kaufmann, Andrew Mills Photos, presented the Mayor with a photograph of the members of the Garden Police Department's bike patrol.

Ms. Kay Gillespie was present and asked the Governing Body if a decision had been made on the material on Trap-Neuter-Return (TNR) program for feral cats that was presented at the October 2, 2012 meeting. Commissioner Cessna stated that the Police Department has not had enough time to investigate the issue and that it will be brought to the Governing Body at a later date.

Commissioner Fankhauser moved to approve and authorize the Mayor to proclaim October 16, 2012 as Linda Doll Day on the occasion of her thirtieth anniversary of service to the Lee Richardson Zoo. 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

The FAA annual inspection of Garden City Regional Airport was conducted on September 20, 2012. The inspection report was provided.

The City received notification from the Kansas Housing Resource Corporation of a \$300,000 award for a Moderate Income Housing project proposed by GC Residential Builders, LLC.

Detective Clint Brock was present and discussed the next Neighborhood Improvement Project set for October 27, 2012.

Staff provided several items of information for Governing Body review including the following: from Director of Aviation Powell, the monthly enplanement reports; from Zoo Director Sexson the monthly zoo report; from Community Development Director Kentner the building and code enforcement reports; from Public Works Director Curran the City Link Ridership report and CIP schedule; from Police Chief Hawkins the monthly police activity report; from Assistant Engineer Mestdagh the monthly construction update and from Finance Director Hitz the monthly financial reports.

Meetings of note:

- ✓ October 18, 2012 – Garfield Early Childhood Center Dedication – 4:00 p.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 21, 2012 – Grand Opening/Ribbon Cutting for the African Spurred Tortoise exhibit from 2:00 p.m. – 4:00 p.m. at the Tortoise exhibit between the aviary and elephant exhibits.
- ✓ October 23, 2012 – FCEDC Annual Board Retreat at approximately 9:00 a.m. at the City Administrative Center, 2nd Floor Meeting Room.
- ✓ 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 2:00 p.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.

Appropriation Ordinance No. 2326-2012A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$4,477,704.79,” was read and considered section by section. Commissioner Fankhauser moved to approve and pass Appropriation Ordinance No. 2326-2012A. Mayor Crase 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

1:15 p.m. Mr. Chuck Bouilly of George K. Baum & Company, the City’s Financial Advisor, was present and reviewed with Governing Body the recommendation for accepting bids for the sale of \$925,000 in General Obligation Bonds of the City.

Ordinance No. 2568-2012, “AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, AUTHORIZING ISSUANCE OF THE CITY’S GENERAL OBLIGATION BONDS, SERIES B, 2012, IN THE PRINCIPAL AMOUNT OF \$925,000; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; AUTHORIZING OTHER DOCUMENTS AND ACTS AND MAKING COVENANTS WITH RESPECT TO THE BONDS”, was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2568-2012. 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. 2503-2012, “A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF GENERAL OBLIGATION BONDS, SERIES B, 2012, IN THE PRINCIPAL AMOUNT OF \$925,000, OF THE CITY OF GARDEN CITY, KANSAS, AS AUTHORIZED BY ORDINANCE NO. 2503-2012 OF THE CITY; MAKING COVENANTS AND AGREEMENTS AND AUTHORIZING CERTAIN OTHER DOCUMENTS REGARDING THE BONDS”, was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2503-2012. Mayor Crase 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 Cessna moved to approve the Bond Purchase Agreement between George K. Baum & Co and the City of Garden City. Mayor Crase 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

Commisison Cessna moved to approve the Post Issuance Compliance Policy. 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

Resolution No. 2504-2012, “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”, (2315 Tonio Avenue –

white GMC Suburban) was read and considered section by section. Commissioner Doll moved to approve Resolution No. 2504-2012. Commissioner Fankhauser 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

Resolution No. 2505-2012, “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.” (2203 N. 8th Street), was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2505-2012. 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

Ordinance No. 2569-2012, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “R-R” RURAL RESIDENTIAL DISTRICT TO “R-1” SINGLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE ZONING ORDINANCE, THE COMPREHENSIVE PLAN OF THE CITY, AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE, COMPREHENSIVE PLAN, AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS”, (the Hamptons – 2815 N. Jennie Barker Road) was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2569-2012. Commissioner Doll 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. 2570-2012, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “C-2” GENERAL COMMERCIAL DISTRICT TO “R-2” SINGLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE COMPREHENSIVE PLAN OF THE CITY, AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT COMPREHENSIVE PLAN, AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS”, (1008 N. Main Street) was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2570-2012. Commissioner Fankhauser 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. 2571-2012, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “C-2” CENTRAL BUSINESS DISTRICT TO “R-3” SINGLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE COMPREHENSIVE PLAN OF THE CITY, AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT COMPREHENSIVE PLAN, AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS”, was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2571-2012. 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

Resolution No. 2506-2012, “A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF GARDEN CITY, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF

REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICTS WITHIN THE CITY”, was read and considered section by section. Commissioner Law moved to approve Resolution No. 2506-2012. 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

Commissioner Cessna moved to accept and approve an offer from Marshall Woodbury for the amount of \$70,000 for the lot at Mary & Fleming Streets, adjacent to the Labrador Fire Station. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Nay	Yea	Yea

Commissioner Cessna moved to reject all proposals on new entrance signage and directed staff to create a new Request for Proposals. Mayor Cruse 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

Continuation of hearing and discussion regarding right-of-way maintenance and a nuisance violation at 2509 N. Taylor Avenue was held. This was continued from which began at the October 2, 2012 City Commission Meeting. City Counselor Grisell stated that the nuisance had been taken care of in particular, and that his review of statutes and City Code placed the responsibility of right-of-way maintenance upon the adjacent property owner, not upon the City.

The scheduled 4:00 p.m. presentation by CSS Properties LLC on their proposal received by the Governing Body on October 2nd for use of the American Legion building was rescheduled for the November 6, 2012 Governing Body meeting.

Mayor Cruse stepped down from the bench and recused himself due to his position on the Finney County Preservation Alliance Board.

Commissioner Doll moved to approve a Letter of Intent regarding RHID and CID financing with GC Windsor Developers, LLC. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Absent	Yea	Yea	Yea

Mayor Cruse returned to the bench.

Mayor Cruse moved to approve a Memorandum of Understanding from Siemens Industry to develop and obtain a preliminary analysis of potential energy and operation savings of City facilities. Commissioner Fankhauser 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

Commissioner Fankhauser moved to approve a \$10,000 payment to Southwest Kansas Coalition and approved the proposal from Pinegar, Smith & Associates for lobbyist services for one year. 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

Commissioner Law moved to approve the Traffic Advisory Boards recommendation to install pavement markings to visually narrow Spruce Street at its intersection with Fleming Street. Commissioner Fankhauser 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

Commissioner Doll moved to approve and appoint Mr. Jedidiah Mayes, Mr. Keith Collins and Ms. Julie Christner to the Traffic Advisory Board for three-year terms beginning November 2013 and ending December 2016. 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

Commissioner Cessna moved to approve the following 2013 pay and benefits recommendations from the Compensation Committee. Commissioner Law seconded the motion.

- 1. Increase employee health contributions 10% (Wellness and Wellness Pass Rates):** The Compensation Committee advises continued commitment to employer and employee contribution increases until the funds are healthy. With no increase in 2013 there is a greater chance that Fund 56 will be depleted by the end of the year. Revenue will increase by \$45,616.00 in 2013. The recommended employee contribution levels(Wellness Rates) for 2013 are as follows:

2012 Employee Contributions (Wellness Rates) per month/bi-weekly	Recommended 2013 Employee Contributions (Wellness Rates) per month/bi-weekly
Single: \$71.50/\$33.00	Single: \$78.65/\$36.30
Employee plus one: \$131.09/\$60.50	Employee plus one: \$144.20/\$66.55
Employee plus two/three: \$166.84/\$77.00	Employee plus two/three: \$183.52/\$84.70
Employee plus four/five: \$202.59/\$93.50	Employee plus four/five: \$222.85/\$102.85
Employee plus six plus: \$238.34/\$110.00	Employee plus six plus: \$262.17/\$121.00

2012 Wellness Pass¹ rates per month/bi-weekly	Recommended 2013 Wellness Pass rates per month/bi-weekly
Single: \$30.00/\$13.85	Single: \$33.00/\$15.23
Employee plus one: \$50.00/\$23.08	Employee plus one: \$55.00/\$25.38
Employee plus two/three: \$75.00/\$34.62	Employee plus two/three: \$82.50/\$38.08
Employee plus four/five: \$100.00/\$46.15	Employee plus four/five: \$110.00/\$50.77
Employee plus six plus: \$125.00/\$57.69	Employee plus six plus: \$137.50/\$63.46

- 2. Increase employee Non-Wellness Rates by 20%:** Increase the non-wellness rates by 20% to encourage participation in the Grow Well Clinic and wellness program. Employees that select the non-wellness rate can still use the Grow Well clinic. Revenue will increase by \$3,131.88 in 2013. The recommended employee contribution (non-wellness rates) for 2013 are as follows:

2012 Non-wellness rates per month/bi-weekly	Recommended 2013 Non-wellness rates per month/bi-weekly
Single: \$107.25/\$49.50	Single: \$128.70/\$59.40
Employee plus one: \$196.63/\$90.75	Employee plus one: \$235.96/\$108.90
Employee plus two/three: \$250.26/\$115.50	Employee plus two/three: \$300.31/\$138.60

¹ The Wellness Pass is an option available to employees or family members who are not on the City's health insurance policy, but want to make use of the Grow Well Clinic.

Employee plus four/five: \$303.88/\$140.25	Employee plus four/five: \$364.66/\$168.30
Employee plus six plus: \$357.51/\$165.00	Employee plus six plus: \$429.00/\$198.00

3. **Increase retiree health insurance contributions by 10%.** This keeps the relationship between retiree and employee contributions the same. Revenue will increase by \$1896.00.
4. **Grow Well Clinic Sick Visits:** Employees will not need to use sick leave when visiting the clinic during working hours. The HRA Follow-Up/Wellness Tracking forms will be completed for all Grow Well Clinic sick visits. The form will be revised.
5. **2013 Pay Grades:** Increase the maximum of each grade by 2.5% in 2013. This will have a corresponding impact on the midpoint for each grade.
6. **Surency AdvantagePlus Flexible Spending Option:** The City will maintain the current flexible spending program and offer employees the option of enrolling in Surency. Employees will be responsible for paying the monthly fee. The City will pay the one time annual fee of \$200 for the organization's enrollment in the plan and the annual renewal fee of \$100.

The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to authorize and appoint Ms. Stephanie Hahn to the Housing Authority for a three-year term beginning November 2013 and ending December 2016. 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

Commissioner Fankhauser moved to approve the following:

1. Governing Body accepted a utility easement from Stone Creek Development LLC on a portion of Lot 2, Block 1, Stone Creek Addition, as related to the Schulman Crossing project.
2. Governing Body accepted bids received October 9, 2012 for the 2013 Crack Sealing Project and on October 11, 2012 for the 2012 Watermain Construction project.

CITY OF GARDEN CITY, KANSAS PUBLIC WORKS DEPARTMENT		SUMMARY OF BIDS October 9, 2012 10:00 AM	
Crack Sealing 2013 Project Cycle 6			
BIDDER	Unit Cost Per Pound	Total Cost 196,000 Pounds	COMMENT
B&H Paving, Inc. Scott City	\$ 0.92	\$ 180,320.00	LOW
Interstate Sealant & Concrete, Inc. Waukesha, WI	\$ 1.10	\$ 215,600.00	

CITY OF GARDEN CITY, KANSAS ENGINEERING DEPARTMENT		TABULATION OF BIDS October 11, 2012 10:00 AM		
2012 WATERMAIN CONSTRUCTION				
BIDDER	BASE BID	ALTERNATE # 1	GRAND TOTAL	COMMENT
ENGINEER'S ESTIMATE	\$ 164,939.00	\$ 63,056.00	\$ 227,995.00	
Dreiling Construction, LLC Garden City	\$ 116,956.30	\$ 46,309.60	\$ 163,265.90	LOW
Lee Construction, Inc. Garden City	\$ 176,838.64	\$ 55,698.40	\$ 232,537.04	
Smoky Hill, LLC Salina	\$ 196,756.00	\$ 74,760.00	\$ 271,516.00	
			\$ -	
			\$ -	
			\$ -	

3. Governing Body accepted a Lease Extension made and entered into on October 16, 2012, by and between City of Garden City, Kansas and Enterprise Leasing Company-Southwest.
4. Governing Body accepted a Lease Extension made and entered into on October 16, 2012, by and between City of Garden City, Kansas and Wheat Lands, Inc. (d/b/a Hertz).
5. Governing Body accepted the KDOT Agreement No. 128-12, for the FY2012 Federal Fund Exchange Program. Project No. 28-U-0051-12 is for the reconstruction of the north block of Chainey Street.
6. Licenses:

(2012 New)

 - a) Dave Tabor Construction.....Class B General
 - b) Eugene Hoffman.....Class B General
 - c) Stareck Construction.....Class B General
 - d) Starr Construction.....Class B General
 - e) Ed's Handyman Service.....Class E-SOC Specialized
 - f) A-M Russell Excavating.....Class E-SOC Specialized
 - g) Solida Tree Service, Inc.Class E-SOC Specialized

- h) Pro-Cut Tree Services, Inc.....Class E-SOC Specialized
- i) Towns & Sons Enterprises.....Class E-SOC Specialized
- j) A-1 Sign Source..... Class D-S1 Sign Installation
- k) Jonathan T. Tran Class E-L Landlord
- l) Bounnhang Phitsanoukanh..... Class E-L Landlord
- m) Weber Refrigeration and Heating Class D-M Mechanical
- n) Simpson Bros. Electric, Heat, A/C Class D-M Mechanical
- o) Weber Refrigeration and Heating Class D-E Electrical
- p) Simpson Bros. Electric, Heat, A/C Class D-E Electrical
- q) Quality Electric Class D-E Electrical
- r) Baier Electric Class D-E Electrical
- s) Weber Refrigeration and Heating Class D-P Plumbing w/ Gas

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 Cessna moved that the City Commission go into executive session pursuant to K.S.A. 75-4319(b)(2) for 20 minutes for the purpose of consultation with City legal counsel on matters which are privileged in the attorney/client relationship which if discussed in open session would waive that privilege and that the City Commission reconvene into open session in the City Commission Chambers at 3:40 p.m. Mayor Crase 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

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

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

Commissioner Fankhauser thanked Black Hills Energy for the luncheon and presentation. Commissioner Fankhauser stated that compressed gas is something that we will see in the future and should be considered for the City’s fleet.

Commissioner Law thanked Black Hills Energy for the luncheon and presentation.

Commissioner Cessna thanked Black Hills Energy for the luncheon and presentation. Commissioner Cessna asked the status of the airport construction and lighting.

Mayor Crase thanked Black Hills Energy for the luncheon and presentation. Mayor Crase reported that he had recently flown out of Garden City and the flight was delayed due to the de-icing truck not working properly. Mayor Crase asked if purchasing a new truck is something the City needs to look into. Director of Aviation Powell stated that the FBO has a truck and a cart for de-icing. Both pieces of equipment failed, which caused the delay. Director of Aviation Powell reported that it is very abnormal for both pieces of equipment to fail and the FBO has taken precautionary measures to prevent another incident. Director Powell stated that 87% of all flights at GCRA are on schedule. Mayor Crase suggested that possibly the Fire Department handle the de-icing of the planes. Director of Aviation Powell strongly advised against the City purchasing de-icing equipment and performing de-icing duties as it would be very expensive and become a major liability for the City.

Commissioner Doll also thanked Black Hills Energy. Commissioner Doll reminded everyone of Downtown Vision's Third Thursday and the Calf Fry at the American Legion.

Petitions

PROCLAMATION

WHEREAS, Garden City High School has been named a 2012 National Blue Ribbon School; and

WHEREAS, The National Blue Ribbon Schools award honors public and private elementary, middle, and high schools where students perform at very high levels or where significant improvements are being made in students' levels of achievement; and

WHEREAS, Garden City High School was one of only 269 schools nationwide and one of six schools in the state of Kansas recognized by U.S. Secretary of Education Arne Duncan for this honor in 2012; and

WHEREAS, In its 30-year history, the National Blue Ribbon Schools Program has bestowed this coveted award on approximately 7,000 of America's schools;

NOW, THEREFORE, I, DAVID D. CRASE, as Mayor of the City of Garden City, Kansas, hereby proclaim November 16, 2012 as

GCHS BLUE RIBBON DAY

in this community and urge all residents to join in recognizing this outstanding achievement.

Signed this 6th day of November, 2012.

Dan Fankhauser, Vice Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

PROCLAMATION

WHEREAS, Mr. Brad Springston has been honored by the Kansas Association of Secondary School Principals (KASSP) as the KASSP Area 6 Middle School Principal honoree for outstanding and exemplary leadership in the organization and to the profession; and

WHEREAS, Mr. Springston was appointed principal of Abe Hubert Middle School, now Horace J. Good Middle School in 2009; served as an associate principal at GCHS, overseeing the New Outlook Academy and The Option and the principal in charge at the Southwest Juvenile Detention Center and the Therapeutic Education Program; served as an Administrative Dean at GCHS from 2004-06 and various other leadership roles at the high school; and

WHEREAS, Mr. Springston has been a member of the district's Student Assistance Team and began his career as a history teacher at GCHS in 1995 and coached several sports at the school; and

WHEREAS, KASSP is an organization of over 400 secondary school principals from across the state of Kansas; Mr. Springston was nominated and selected by peer principals and evaluated on his school leadership, school improvement, dedication, professionalism and service to students;

NOW, THEREFORE, I, DAVID D. CRASE, as Mayor of the City of Garden City, Kansas, hereby proclaim November 6, 2012 as

BRAD SPRINGSTON DAY

in this community and urge all our residents to join in honoring faithful and dedicated service to the school district and this community.

SIGNED this 6th day of November, 2012.

DAN FANKHAUSER, Vice Mayor

ATTEST:

CELYN N. HURTADO, City Clerk



312 Finnup Drive • Garden City, KS 67846-0499

MEMORANDUM

November 1, 2012

To: Governing Body

Cc: Matt Allen, City Manager

From: Kathy Sexson, Zoo Director

Ref: Free vehicle admission to zoo for Active Military and Veterans Nov 10-11, 2012

Issue: The Lee Richardson Zoo would like to honor area members of the Armed Forces by offering free vehicle admission on November 10 and 11 to Active, Inactive or Veteran members of any branch of the service presenting identification or proof of service.

Background: The zoo is free to pedestrians, with free vehicle admission for zoo members, and a \$10/day fee for non-member vehicles. This offer of free admission would encourage visitation by members of our Armed Forces community who might not normally visit the zoo.

Options:

1. Approve the request for complimentary admission as proposed.
2. Amend the proposal to better suit the Governing Bodies wishes in this matter.
3. Decline the proposal.

Recommendation: Zoo Staff recommends approval of this proposal.

Fiscal Notes: None.

NON-LOCAL ITINERANT MERCHANT LICENSE APPLICATION



Date: 11/1/12

1. Name of Business
Graphic Stitching

2. Names and birth dates of all who will be working under this license. Please provide copies of Driver's Licenses or State issued ID's. (continue on back if needed)

Name	DOB	Dr License #
Bonnie Bribiesca	12/1/68	K00-69-5223

2. Have any of the above mentioned been convicted of a felony? If yes, explain.
NO

3. Address of applicant
PO Box 33; Holcomb, KS 67851

4. Kansas State Sales Tax # (must attach copy)
004-K13341738 F01

5. Briefly describe the nature of the business.
monogramming hats, shirts, jackets

6. Location where business will be conducted. (Must provide written permission from property owner.)
201 W. Kansas, Garden City KS 67846

7. Trade references (past customers)

Name	Address
Finney Co. Transit	Garden City, KS
First National Bank of Holcomb	Holcomb, KS

8. Period of time for which license is to be issued:
Nov 23, 2012 - Dec

9. Fee (\$300 per day/\$900 per month)
requesting lower fee

Applicant signature Bribiesca Date 11/1/12

For office use only

Receipt #	City Clerk
License#	Police Dept.
Dates Valid	

CITY COMMISSION
DAVID D. CRASE,
Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

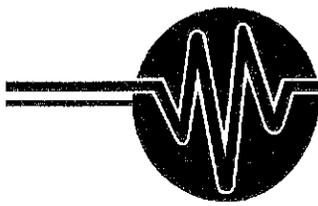
CHRIS LAW

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



TEAM ELECTRONICS

Since 1950, "Our Service is the Difference."

10-31-12

To whom it may concern:

Graphics Stitching has my permission to temporarily locate their business on the vacant lot just west of Team Electronics from 11/23/12 to 12/31/12.

Frank Schmale
Team Electronics

Frank Schmale

Report of the City Manager



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

October 24, 2012

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

Dear Mr. Allen,

On or after Friday, Nov. 30, the following Cox cable channel will officially launch on the Garden City and Dodge City lineup, although it will be available as a Special Preview on or after Tuesday, Oct. 30:

- MeTV (KUPK, Garden City) – channel 669

A subscription to Cox TV Starter and a digital receiver or CableCARD is required for MeTV (KUPK, Garden City).

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

Best Regards,

Coleen Jennison
Government Affairs Director
Cox Communications



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

October 18, 2012

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

Dear Mr. Allen,

Effective Monday, Nov. 19, Cox Communications will be making the following change to Plus Package pricing:

The \$5 Plus Package fee will apply only to customers who have Cox Whole Home DVR with the Trio Program Guide. All other customers with the Trio Program Guide will no longer have this charge.

We are truly grateful for the opportunity to serve your community. If you have any questions regarding these changes, please contact me at (785) 215-6720 or coleen.jennison@cox.com.

Best Regards,

Coleen Jennison
Government Affairs Director
Cox Communications



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

MEMORANDUM

TO: Governing Body
FROM: Bill Matheson, Street Department Superintendent
DATE: October 16, 2012
SUBJECT: Fall Clean-up 2012 Report

ISSUE

Staff is providing information regarding the 2012 Fall Clean-up program.

BACKGROUND

The 2012 Fall Clean-up which started on October 1, 2012 and completed October 12, 2012 was successfully completed. The crews hauled 170 loads of debris to the landfill. A little more effort was required this year because the landfill operator required the City to separate the mattresses and the railroad ties from the rest of the debris. Even with the additional requirements, the clean-up stayed within the two week scheduled time frame for this event. The cost of the clean-up was 16,897.94.

Staff would like to thank the Street Department employees for their efforts during this event. We also appreciate the assistance from the Traffic Division personnel. A big thanks goes to Waste Connection, Finney County and Nick at Juaritos' Tire Shop for their continued support year after year for allowing us to dump at the landfill during the spring and fall clean-ups at reduced rates and for the reduced price for breaking down tires from rims.

Included for your review is a comparison spreadsheet of five years of clean-ups with quantities and costs.

RECOMMENDATION

No recommendation, information only.

**CITY OF GARDEN CITY
SPRING AND FALL CLEAN-UPS**

	2012		2011		2010		2009		2008	
	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring
Labor - Hours	870	928	908	835	882	919	861	923	940	1,215
Fuel - Quantity	921	694	925	586	1,136	1,028	825	811	1,069	1,279
Appliances (loads)	-	-	-	-	-	-	-	1	-	12
Trees (loads)	109	86	177	40	209	52	35	88	-	122
Tires - Quantity	313	303	185	173	296	407	312	261	158	229
Rim Removal	37	18	22	21	14	22	57	48	29	35
Loads to Landfill	140	165	154	119	138	165	122	155	144	197
Tonnage	137	183	165	111	136	170	160	165	143	212
INCURRED EXPENSES FOR THE CITY										
Labor	\$ -	\$ 12,168	\$ 11,263	\$ 9,365	\$ 10,966	\$ 10,784	\$ 10,831	\$ 10,572	\$ 11,696	\$ 13,915
Fuel	\$ 3,839	\$ 2,794	\$ 3,346	\$ 2,341	\$ 3,363	\$ 2,996	\$ 2,032	\$ 1,649	\$ 3,668	\$ 4,615
Passenger Tires	\$ 873	\$ 909	\$ 555	\$ 519	\$ 825	\$ 864	\$ 864	\$ 729	\$ 474	\$ 672
Truck Tires	\$ 210	\$ 180	\$ 220	\$ 126	\$ 114	\$ 678	\$ 114	\$ 54	\$ 12	\$ 6
Tractor Tires	\$ 31	\$ 32	\$ 31	\$ 31	\$ 32	\$ 186	\$ 80	\$ 144	\$ 64	\$ 64
Rim Removal	\$ 111	\$ 38	\$ 115	\$ 57	\$ 53	\$ 77	\$ 171	\$ 144	\$ 73	\$ 88
Regular Tonnage	\$ 170	\$ 165	\$ 177	\$ 128	\$ 151	\$ 188	\$ 319	\$ 165	\$ 147	\$ 232
White Goods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Late Tonnage	\$ -	\$ -	\$ -	\$ 24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Late White Goods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue for White Goods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (547)
TOTAL EXPENSES:	\$ 5,234	\$ 16,286	\$ 15,706	\$ 12,591	\$ 15,503	\$ 15,773	\$ 14,411	\$ 13,457	\$ 16,134	\$ 19,045
LOST REVENUES FOR WASTE CONNECTIONS										
Regular Tonnage	\$ 5,424	\$ 7,261	\$ 6,419	\$ 4,336	\$ 4,903	\$ -	\$ 5,763	\$ 5,969	\$ 5,167	\$ 7,660
LOST REVENUES FOR FINNEY COUNTY										
Regular Tonnage	\$ 137	\$ 183	\$ 165	\$ 111	\$ 136	\$ 170	\$ 160	\$ 165	\$ 143	\$ 212



BLACK HILLS/KANSAS GAS UTILITY CO., LLC
FRANCHISE TAXES
September-12

GARDEN CITY

Attn: Melinda Hitz
CITY OF GARDEN CITY
PO Box 998
GARDEN CITY KS 67846

DUE DATE: GARDEN CITY

TAX CALCULATION:

TOTAL GAS REVENUE	\$1,448,265.73		
EXEMPT REVENUE	\$ 301,081.23		
GAS TAX CALCULATION	\$1,147,184.50	X	4.0% = \$ 45,887.38
TOTAL TAX			\$ 45,887.38
(WRITE OFFS)/RECOVERIES			\$ (951.78)
TOTAL PAYMENT:			\$ 44,935.60

OCTOBER 2012 FRANCHISE TAX PAYMENT
BASED ON REV FOR JULY - SEPTEMBER 2012

When your city approves an annexation or city boundary change, please send the information to Black Hills Energy, Attention: Property Tax Dept., PO Box 1400 Rapid City, SD 57709, or send an email to paula.brinker@blackhillscorp.com.

For questions regarding this payment or any changes to your address, please contact Fran Rinehart at Black Hills Energy, PO Box 1400, Rapid City, SD 57709. Phone (605) 721-2417 Email fran.rinehart@blackhillscorp.com

Thank you.

KS

Kansas, Garden City Municipal Fee (AT&T)

Reporting Period: September 1, 2012 to September 30, 2012

FEIN: 430529710
Southwestern Bell Telephone Company
AT&T

3100 Cumberland Boulevard, Suite 700
Atlanta, GA 30339
877-829-4141 - Phone
770-956-0700 - Fax

Tax Identification Number

43-0529710

Return Due: 10/15/2012

Total Fee Due:	\$6,388.30
Adjustments:	\$0.00
Uncollectibles:	\$0.00
Admin Fees:	\$0.00

Net Fee Amount to be Remitted: **\$6,388.30**

Remit To:

City Treasurer
City of Garden City
P.O. Box 998
Garden City, KS 67846

Tax Payer:



Steven Shashack, Assistant Vice President - Tax

10/11/2012

Date

I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.

Tax Preparer:



Jade Wade, Manager

10/11/2012

Date

I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.

Staff Reports

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

MONTH RECEIVED	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
JANUARY	100,753	110,613	98,895	82,749	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675
FEBRUARY	97,772	116,101	102,071	135,771	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136
MARCH	63,174	76,790	57,317	111,517	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616
APRIL	88,011	106,447	123,837	110,045	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191
MAY	76,170	68,320	97,870	111,720	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621
JUNE	98,943	101,351	82,439	99,148	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406
JULY	69,728	111,185	110,519	111,647	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698
AUGUST	106,018	99,497	103,623	113,844	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006
SEPTEMBER	97,303	80,911	99,996	84,773	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008
OCTOBER *	67,150	91,376	107,914	129,697	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819
NOVEMBER	106,905	82,002	82,861	103,094	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	0
DECEMBER	<u>58,085</u>	<u>73,954</u>	<u>75,058</u>	<u>97,466</u>	<u>89,406</u>	<u>101,296</u>	<u>96,993</u>	<u>94,616</u>	<u>88,792</u>	<u>94,570</u>	<u>109,693</u>	<u>114,846</u>	<u>160,409</u>	<u>161,622</u>	<u>196,711</u>	<u>0</u>
TOTAL RECEIPTS	<u>1,030,010</u>	<u>1,118,546</u>	<u>1,142,399</u>	<u>1,291,473</u>	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>1,974,176</u>
PERCENTAGE CHANGE	3.74%	8.60%	2.13%	13.05%	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	

*REFLECTS HERE & THEREAFTER THE NET AMOUNT OF COUNTY-WIDE SALES TAX.
CITY REIMBURSES TO COUNTY THE DEDICATED 1/4 CENT FOR FAIRGROUNDS PROJECT.

(1) REFLECTS HERE & THEREAFTER INCREASE IN COUNTY TAX FROM .75¢ TO 1¢

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	468,586
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>4,627,309</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%	

GARDEN CITY FIRE DEPARTMENT MONTHLY ACTIVITY REPORT

Oct-12

ACTIVITIES

CATEGORY	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
ARFF/Airport Duty Trips	67	72	843
CPR & First Aid Classes	7	6	89
Public Education and Service	93	54	254
Station Tours	40	5	53
TOTAL	207	137	1239

TRAINING CLASSES RECEIVED

CATEGORY	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Administrative			1
Fire Operations	67	68	675
HAZMAT Team		1	2
USART Team		1	34
Honor Guard			9
Academy Training			14
TOTAL	67	70	735

INSPECTIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Childcare Centers	1	0	10
Company Business Inspections	30	27	536
License Inspections	3	0	10
Sprinkler system Inspections		0	11
K-12 Schools		0	1
TOTAL	34	27	568
Inspection Violations Discovered	10	4	299

HYDRANT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Flow Tests	207	389	1032
Inspections	103	27	121
TOTAL	310	416	1153

INCIDENTS

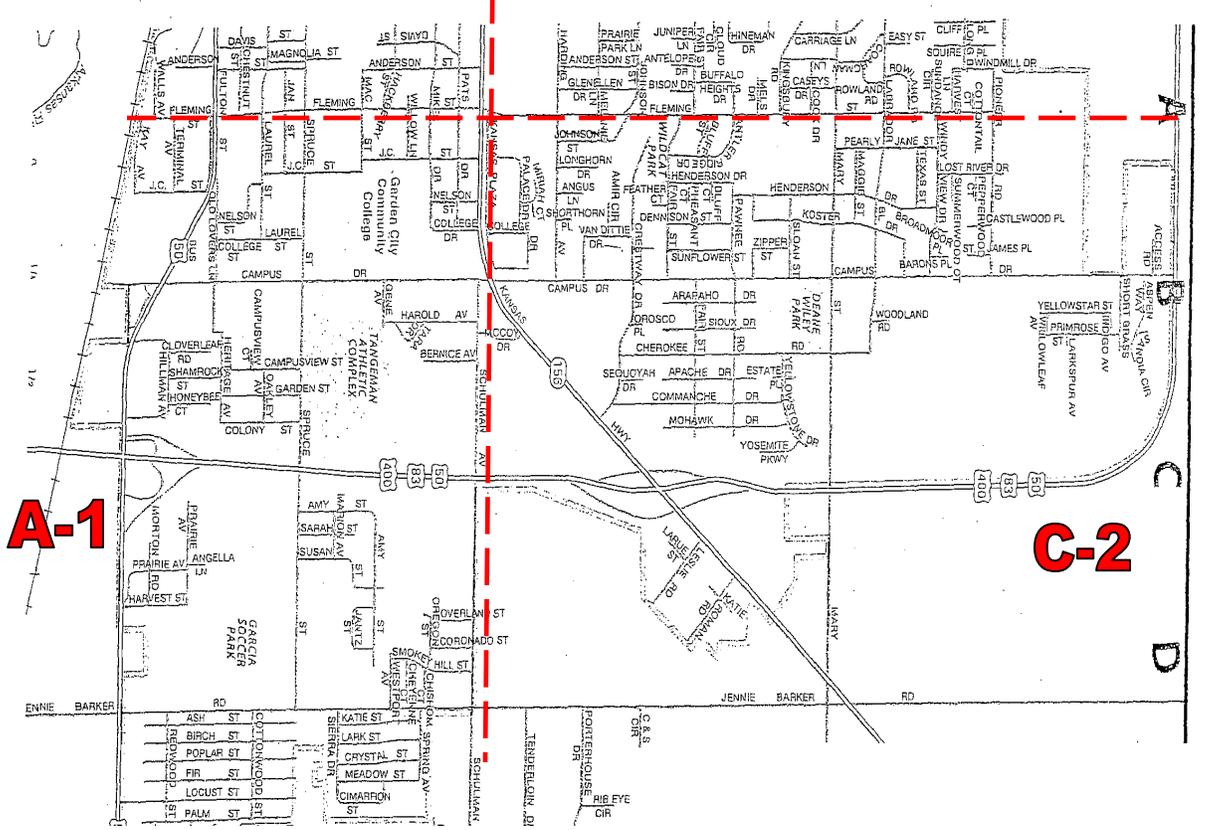
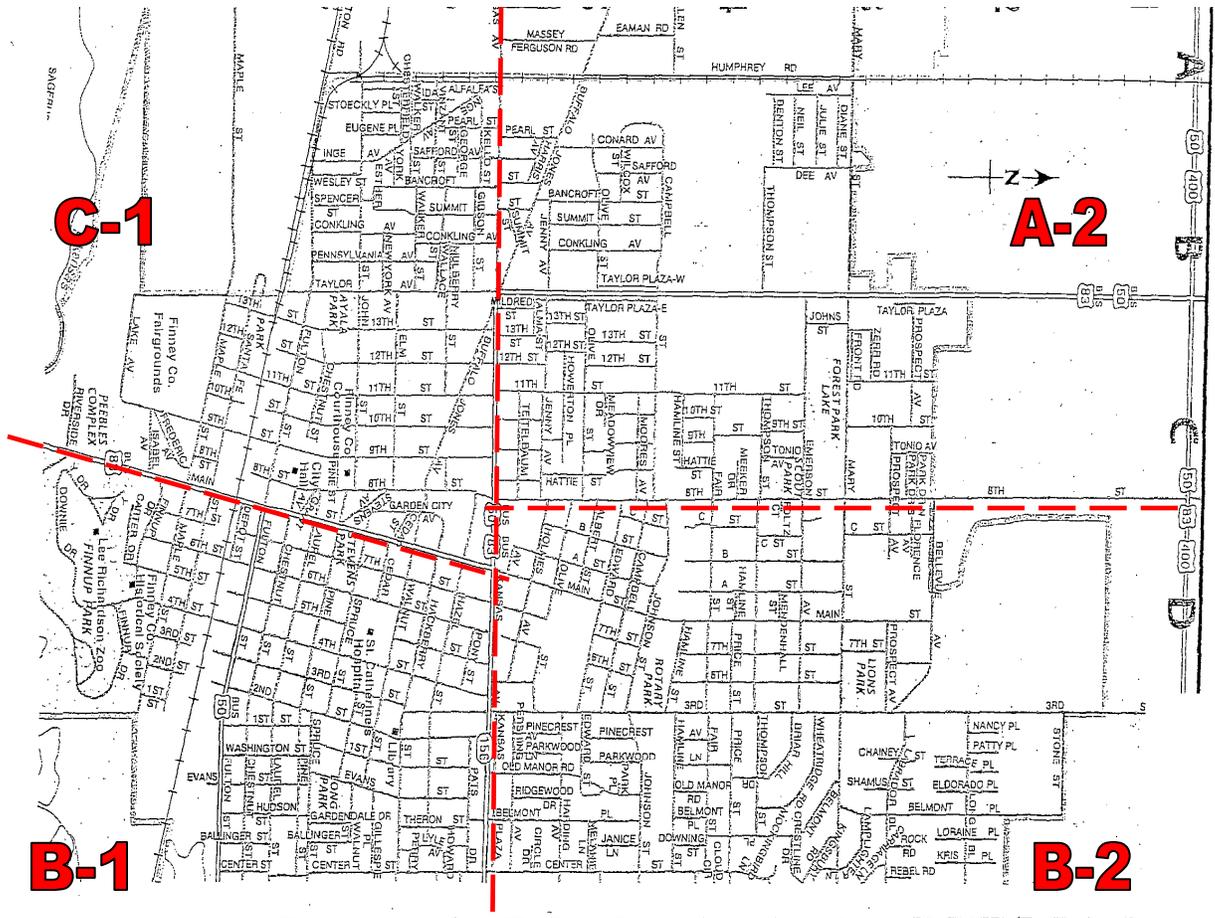
DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Fire	7	11	142
Over pressure, Rupture, Explosion, Overheat. (No Fire)	1	1	4
Rescue & EMS Incident	26	18	160
Hazardous Condition (No Fire)	6	6	94
Service Call	2	2	34
Good Intent Call	11	16	128
False Alarm	16	17	119
TOTAL	69	71	681

INCIDENT ZONE TRACKING

ZONE (SEE ATTACHED MAP)	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
A-1	5	6	62
A-2	1	4	44
B-1	11	9	89
B-2	9	7	89
C-1	8	9	53
C-2	9	9	71
AIRPORT		0	2
OUTSIDE CITY LIMITS	26	27	410
TOTAL	69	71	891

RESPONSE TIME AVERAGE

DESCRIPTION	ZONES	AREAS	MINUTES
Building Fires	A-1		00:05:00
	A-2		
	B-1		00:02:00
	B-2		
	C-1		
	C-2		
	OUT		00:15:00
All Incident Responses		Inside City	00:04:05
		Rural	00:09:47





MEMORANDUM

DATE: November 1, 2012
TO: Governing Body
FROM: Alex Mestdagh
RE: Construction Update

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

**Engineering
Department**

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

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

Schulman Crossing

The concrete paving for the northbound lanes of proposed Lareu Road was completed last week, along with the westbound lanes of the east half of Schulman Avenue. The southbound lanes of Lareu Road are scheduled to be poured this week along with the eastbound lanes of Schulman Avenue. The proposed watermains and sanitary sewer lines for the new development have been completed. The proposed storm sewer is largely complete on Lareu and the east half of Schulman.

Schulman Road remains 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. When the east half of Schulman has been completed, the road will be reopened at Jennie Barker and closed at US-50/83/400. Local access will be maintained via Jennie Barker.

The second portion of roadway construction, the proposed US-50/83/400 Bypass improvements, was advertised last week, and bids will be opened for the project on November 15.

Joe McGraw Street

The new roadway curb and gutter and pavement serving the Preferred Cartage property are complete, and construction of the watermain extension is ongoing. The watermain should be in service this week, and property entrances should be completed shortly thereafter.

South Main Street Reconstruction (Fulton to Maple)

Pavement removal operations are underway on the center 26 feet of the roadway from the railroad south to Maple. One lane of traffic in each direction is being maintained on the outsides. Access to Sante Fe Street will be maintained as much as possible during this phase of construction. After completion of this phase, work will shift to the outside lanes in this same area while traffic is maintained on the newly constructed center lanes. Construction will move north of the railroad in early 2013.

Jennie Barker Utility Extension

This extension of a City watermain is nearing completion, and work is ongoing on the sewer extension. This project is scheduled to be completed later this year.

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

CONSIDERATION OF APPROPRIATION ORDINANCE

Ordinances & Resolutions

STAFF REPORT

**GC2012-064: Rezoning from "R-1" Single Family Residential to "R-3" Multiple Family Residential District
Lots 1, 2 & 3 of Block 3 of Maggie's Addition, Garden City, KS (Raylene Dick)**

GENERAL INFORMATION

Staff Report Date:	September 27, 2012	Jurisdiction:	Garden City
Owner:	Gary D. & Raylene J. Dick		
Applicant:	Gary D. & Raylene J. Dick		
Requested Action:	Rezone Lots 1, 2 & 3 of Block 3 of Maggie's Addition from "R-1" Single Family Residential District to "R-3" Multiple Family Residential District		
Purpose:	Build multiple family units (duplexes)		
Location address:	Approx. 700 Block of Anderson St.		
Comprehensive Plan:	Proposed land use is consistent with the Comprehensive Plan		
Sites Existing Zoning:	"R-1" Single Family Residential District		
Surrounding Zoning:	North	"R-1" Single Family Residential District	
	South	"R-C" Condominium - Townhouse District	
	East	"R-3" Multiple Family Residential District	
	West	"R-1" Single Family Residential District	
Land Area:	Contains 1.12 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

1. On September 19, 2012, the planning commission recommended approval of the Preliminary and Final Plats, creating six (6) lots. Maggie's Addition. The applicant is requesting to rezone Lots 1, 2 & 3 of Block 3 to "R-3" Single Family Residential District. The Planning Commission recommended approval 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.
2. There currently are multiple family dwelling units abutting the south side of the property, and Garden Valley Retirement Village is located east of the property.
3. The Plat was run through site plan on September 12, 2012, and in general, the City is working with the applicant to address drainage, water, sewer, solid waste and electrical services. Black Hills Energy is working with the applicant to provide gas. Furthermore, the following are the issues which will be required from the applicant to address:
 - a. **OPEN SPACE** - 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**)
 - b. **DEVELOPMENT AGREEMENT** – The developer will be required to agree to a development agreement with the City of Garden City to define a timeline when such improvements will be completed.
 - c. **SIDEWALKS** – The applicant will be required to identify location and size of proposed sidewalk with the development and provide connectivity to existing sidewalks.
 - d. **FIRE** – The fire marshal has requested to have a fire hydrant on the SW corner of the intersection at Mac St and Anderson St.
4. The applicant shall comply with all regulations regarding "R-3" Multiple Family Residential District in the Garden City Zoning Regulations outlined in Article 7, including but not limited to building height and signage requirements.

RECOMMENDATION

Staff recommends approval contingent upon meeting items (1), (3) & (4).

PLANNING COMMISSION RECOMMENDATION: Recommends approval. (18/Oct/2012)

Members Present - 6

**Vote:
REZONING**

Yea – 6
Nay – 0



Case Number: GC2012-64
 Applicant: Raylene Dick
 Address: 700 Block of Anderson Street
 Request: Rezone from "R-1" to "R-3"





Property Site Picture – Looking at the east side of the property from Mac St. & Anderson St.



Property Site Picture – Looking at the north side of the property from Davis St.



Property Site Picture – Looking at the neighboring properties to the north of the site on Davis St.



Property Site Picture – Looking at the neighboring properties to the north of the site on Davis St.



Property Site Picture – Looking at the neighboring properties to the east of the site on Anderson St.



Property Site Picture – Looking at the neighboring properties to the east of the site on Anderson St.

ORDINANCE NO. _____

AN ORDINANCE REZONING LAND FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT IN THE CITY OF GARDEN CITY, KANSAS; AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GARDEN CITY, KANSAS; REPEALING THE CURRENT DISTRICT ZONING MAP; 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. The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2528-2011 with all amendments thereto, is hereby amended as follows:

The boundary of the R-3 Single Family Residential District is hereby amended to include the following described real property:

Lots 1, 2 & 3 of Block 3 of Maggie's Addition to the City of Garden City, Finney County, Kansas.

SECTION 2. The District Zoning Map referred to in the Zoning Regulations Article 3, Section 3, of Garden City, Kansas, adopted by Ordinance No. 2528-2011, as previously existing and amended, is hereby amended, to be consistent with the amendments set forth herein.

SECTION 3. The current Zoning Ordinance and District Zoning Map of the City of Garden City, Kansas, as previously existing and amended, are repealed, to be replaced as amended in this ordinance.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 6th day of November, 2012.

DAN FANKHAUSER, Vice Mayor

ATTEST:

CELYN N. HURTADO,
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL,
City Counselor



Memo

To: Garden City Commission
From: Kaleb Kentner
CC: File
Date: October 30, 2012
Re: GC2012-062: City of Garden City Zoning Regulations Amendment to the City of Garden City Comprehensive Plan of the 800, 900 and 1000 Block of Main Street (between Kansas Ave. and Walnut St.) to allow residential uses

Background: During the September 19, 2012 Planning Commission meeting, the Planning and Community Development staff was asked to revise and amend the City of Garden City Comprehensive Plan, of the 800, 900 and 1000 Block of Main Street (between Kansas Ave. and Walnut St.) to allow residential uses. There have been several instances within the past couple of years, where neighboring property owners have requested to be rezoned. Amendment to the Comprehensive Plan has to be performed prior to allowing rezoning for residential use.

Several properties have been identified to have a residential use within the subject area. Amending the Comprehensive Plan will greatly simplify the process for these property owners to rezone, either for refinancing, obtaining a loan, or selling properties.

ALTERNATIVES:

1. The Commission may recommend making no changes to the Comprehensive Plan.
2. The Commission may elect to amend the Comprehensive Plan for the 800, 900 and 1000 Blocks of Main Street to allow for Commercial / Residential Future Land Use.
3. The Commission may recommend additional changes to the Comprehensive Plan.

RECOMMENDATION: After review of the purpose and intent, staff recommends amendment the Comprehensive Plan as outline on item 2.

PLANNING COMMISSION: Recommends approval. (18/Oct/2012)

Members Present: 6
Yea - 6
Nay - 0

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

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF GARDEN CITY, KANSAS; REPEALING THE CURRENT COMPREHENSIVE PLAN; 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. The Future Land Use Map of the City of Garden City, Kansas, adopted by Ordinance No. 2469-2010 with all amendments thereto, is hereby amended as follows:

The boundary of the Commercial / Residential Potential overlay is hereby amended to include the following described real property:

Lots 1, 2, 3, 4, 5 & 6 of Block One (1); Lots 1, 2, 3, 4, 5, & 6 of Block Twenty-Four (24) and Lots 1, 2, 3, 4, 5, 6 & 7 of Block Thirty-Six (36), all located in Stevens 2nd Addition of the City of Garden City, Finney County, Kansas; and

The West half of Blocks Three (3), Ten (10) and Eleven (11) of Stevens J. A. Addition of the City of Garden City, Finney County, Kansas.

SECTION 2. The Future Land Use Map adopted by Ordinance No. 2469-2010, as previously existing and amended, is hereby repealed, to be replaced as amended in this ordinance.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 6th day of November, 2012.

DAN FANKHAUSER, Vice Mayor

ATTEST:

CELYN N. HURTADO,
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL,
City Counselor



Memo

To: Garden City Commission
From: Kaleb Kentner
CC: File
Date: October 30, 2012
Re: GC2012-065: City of Garden City Zoning Regulations Amendment for Day Cares in the "C-3" Central Business District

COMMUNITY
 DEVELOPMENT
 DEPARTMENT

SERVING
 GARDEN CITY
 HOLCOMB
 AND
 FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

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CODE COMPLIANCE

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PLANNING AND ZONING

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The Planning and Community Development Department has been asked to revise and amend the City of Garden City Zoning Regulations, regarding Licensed Day Care Homes, Group Day Care Homes, and Child Care Centers, in the "C-3" Central Business District.

Background: On August 2012, the First Christian Church submitted a wavier application from the Zoning Regulations to allow a Day Care Center at their property located in the "C-3" District. Day Care Centers are not a permitted use in the "C-3" Central Business District.

In the first half of 2012, regulations regarding Licensed Day Care Homes, Group Day Care Homes, and Child Care Centers were amended to make them uniform with the Kansas Department of Health and Environment and are now an allowed use in the "C-O", "C-1" and "C-2" Commercial Districts, only after they have been approved with a Conditional Use Permit.

The owner was notified of the issues involved to allow a Day Care Center with a Conditional Use Permit, including submitting a site plan stamped by an engineer or architect registered in the State of Kansas, and that the zoning regulations would have to be amended to allow the use with a CUP.

ALTERNATIVES:

1. The Commission may recommend making no changes to the zoning regulations.
2. The Commission may elect to amend the regulation to allow Licensed Day Care Homes, Group Day Care Homes, and Child Care Centers in the "C-3" District with a Conditional Use Permit.
3. The Commission may recommend additional changes to the zoning regulations.

RECOMMENDATION: After review of the purpose and intent, the permitted uses in "C-3" Districts, and the use intensity, staff is unable to recommend approval.

PLANNING COMMISSION: Recommended approval to amend the "C-3" District regulations to allow Licensed Day Care Homes, Group Day Care Homes, and Child Care Centers in the "C-3" District with a Conditional Use Permit. (18/Oct/2012)

Members Present: 6
 Yea - 6
 Nay - 0

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ORDINANCE NO. _____-2012

AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; ADOPTING NEW ZONING REGULATIONS TO REGULATE LICENSED CARE CENTERS AND HOMES; AMENDING ZONING REGULATION SECTION 16.030; AMENDING ORDINANCE NO. 2528-2011; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION SECTION 16.030; 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 16.030 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

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.
- (B) Garages and auto repair shops, but not including auto body and fender work and auto painting.
- (C) Licensed Day Care Home, Group Day Care Home or Child Care Center.

SECTION 2. The Zoning Regulations for the City of Garden City, Kansas, Sections 16.030, as previously existing, are hereby repealed, to be replaced as specified in this ordinance. All Zoning Regulation Sections not specifically amended or deleted herein shall remain in full force and effect.

SECTION 3. Ordinance No. 2528-2011, subject to the amendments set forth herein, shall remain in full force and effect.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 6th day of November, 2012.

DAN FANKHAUSER, Vice Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL
City Counselor

(Published in The Garden City Telegram on the _____ day of _____, 2012)

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:

711 N. First-couch, scrap metal stakes, old door, tree branches, 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 6th day of November, 2012.

Dan Fankhauser, VICE MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK





TRIPLETT, WOOLF & GARRETSON, LLC

RESOLUTION NO. ____ - 2012

OF

THE CITY OF GARDEN CITY, KANSAS

NOVEMBER 6, 2012

RESOLUTION NO. ____- 2012

A RESOLUTION PROVIDING FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY OF GARDEN CITY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$555,000 TO TEMPORARILY FINANCE THE COSTS OF CERTAIN IMPROVEMENTS IN THE CITY; AND PROVIDING THE TERMS, DETAILS, FORM AND CONDITIONS OF SUCH NOTES

WHEREAS, the governing body of the City of Garden City, Kansas (the "City"), under the authority of K.S.A. 12-6a01 *et seq.* (the "Act") has adopted Resolution No. 2483-2012 Resolution No. 2484-2012 on June 5, 2012 (collectively, the "Authorizing Resolution"), which authorize the following improvements in the City:

A. construction of a 12" water main, fire hydrants and appurtenances on Joe McGraw Street in Taylor North Addition, from Taylor Avenue west 1,500 feet, at a total estimated cost of \$119,000; and

B. construction of street improvements consisting of curb and gutter, 6" base, 7" concrete pavement on Joe McGraw Street in Taylor North Addition, from Taylor Avenue west 1,500 feet, at a total estimated cost of \$436,000 (collectively, the "Improvements").

WHEREAS, the City is authorized by the Act to pay final costs of the Improvements by issuing general obligation bonds of the City, and, pursuant to K.S.A. 10-123, is further authorized to issue temporary notes to temporarily finance costs of the Improvements during construction; and

WHEREAS, the governing body of the City finds it necessary to authorize the issuance of temporary notes of the City pursuant to the authority of the Act and the Authorizing Resolution, in the amount of \$555,000 to pay costs of the Improvements and costs of issuing the temporary notes.

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

SECTION 1. Authority for the Notes; Security. The City's Temporary Notes, Series 2012-C, in the principal amount of \$555,000 (the "Notes") are authorized and directed to be issued to temporarily finance the costs of the Improvements. In all matters relating to the issuance, registration and delivery of the Notes, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically K.S.A. 10-123, as amended.

The full faith, credit and resources of the City are hereby pledged to secure the payment of the principal of and interest on the Notes as and when the same become due and payable in accordance with their terms. The Notes are payable as to principal and interest from special assessments levied on the properties benefiting from the Improvements, from the proceeds of

general obligation bonds of the City issued for that purpose and/or from current revenues of the City legally available for such purposes. If not so paid, the Notes are payable as to principal and interest from unlimited ad valorem taxes that may levied upon all the taxable tangible property within the City.

SECTION 2. Details of the Notes; Payment of Principal and Interest. The Notes shall be designated "City of Garden City, Kansas, Temporary Notes, Series 2012-C" and be dated November 26, 2012. The Notes will mature November 1, 2013 (the "Maturity Date"), or upon such date as the aggregate principal amount of the Notes has been paid or provision is made for such payment as provided in this Resolution.

The Notes shall be issued as a single fully registered certificate, numbered R-1, in the denomination of \$555,000. The Notes shall bear interest from their dated date (computed on the basis of a 360-day year of twelve 30-day months) at the rate of 4.00% per annum, with interest payable semiannually on May 1 and November 1 of each year the Notes remain outstanding, beginning May 1, 2013 (the "Interest Payment Dates").

The principal amount of the Notes shall be payable to the registered owner of the Notes in lawful money of the United States of America by check or draft of the Paying Agent (defined in Section 4 below) upon the presentation of the Notes for payment and cancellation at the Paying Agent's principal office in the City of Garden City, Kansas. Interest on the Notes at the rate stated above, computed on the basis of a 360-day year of twelve 30-day months from the date of authentication of the Notes by the Bond Registrar and thereafter from most recent Interest Payment Date for which interest has been paid or provided for, is payable on the Interest Payment Date to the Owners of the Notes whose names appear on the books maintained by the Note Registrar (defined in Section 4 below) as of the fifteenth day of each month preceding the Interest Payment Dates of each year the Notes remain outstanding (the "Record Date").

If a scheduled payment of principal of or interest the Notes occurs on a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State of Kansas on which the Paying Agent is not scheduled to be open to conduct its business, then such payment may be made on the next succeeding business day with the same force and effect as if made on the scheduled payment date, and no interest shall accrue for the period after such scheduled payment date.

SECTION 3. Redemption of Notes. At the option of the City, the Notes may be called for redemption and payment before maturity, in whole or in part, on any date, at the redemption price of the principal amount thereof plus the accrued and unpaid interest thereon, to the date of such redemption. When less than all of the Notes are to be redeemed and paid before maturity, the Notes will be redeemed in the manner determined by the City. If the City elects to redeem the Notes, the City shall give written notice of its intention by first class mail to the owners of the Notes and the Treasurer of the State of Kansas, mailed not less than 15 days before the date selected for redemption. Notice of redemption may be waived by an owner of the Notes and the City hereby elects to waive such notice while it is the owner of the Notes. The City shall also give such additional notice of its election to redeem the Notes as may be required by the laws of the State of Kansas in effect at the time of the giving of such notice, including K.S.A. 10-129, to

the extent applicable. Upon any election by the City to prepay the Notes and the giving of notice as described above and the payment in full on the date so elected of the principal amount of and all accrued and unpaid interest on the Notes called for redemption, interest on such Notes shall cease to accrue from and after the date elected for redemption and such Notes shall no longer be entitled to the protection, benefits and security of this Resolution.

SECTION 4. Designation of Paying Agent. The City, acting through the office of its Finance Director, is designated and appointed as the Registrar and Paying Agent (the “Paying Agent” or “Note Registrar”) for the Notes and the Finance Director is authorized and directed to perform the necessary duties of Paying Agent and Registrar for the Notes.

SECTION 5. Form of Notes. The Notes shall be in the usual and customary form and shall contain recitals as required by law, including a recital that they are issued under the authority of K.S.A. 10-123. The City’s Bond Counsel, Triplett, Woolf & Garretson, LLC, is authorized and directed to prepare the form and text of the certificates for the Notes, and to cause the same to be prepared as the definitive certificates for the Notes.

SECTION 6. Registration of Ownership. The Note Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Notes (the “Registration Books”); and the person(s) in whose name any Notes are registered as shown on the Registration Books shall be deemed the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Notes shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Notes, including the interest thereon, to the extent of the sum or sums so paid.

SECTION 7. Transfer and Exchange of Notes. The Notes may be transferred and exchanged only on the Registration Books. Upon surrender of any Note at the office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any authorized denomination and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner’s duly authorized agent. In all cases in which the privilege of transferring or exchanging the Note is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Resolution generally. The City shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Note or Notes provided for by this Resolution. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Note.

The Note Registrar shall not be required to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent and during the period of fifteen (15) days next preceding the date of mailing of such notice of redemption.

SECTION 8. Cancellation and Destruction of Note upon Payment. All Notes that have been paid or redeemed or that otherwise are surrendered to the Paying Agent shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate describing the Note so cancelled or destroyed and shall file an executed counterpart of such certificate with the City Clerk.

SECTION 9. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by them, then, in the absence of notice to the City or the Paying Agent that such Note has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the City, in its discretion may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the City may require the payment of the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Resolution.

SECTION 10. Execution of the Notes. The Notes shall be executed by the manual signature of the Mayor, shall have the City's official seal impressed on them, and shall be attested by the manual signature of the City Clerk; and when so executed, the Notes shall be registered in the office of the City Clerk and in the Office of the Treasurer of the State of Kansas as required by law. After registration in the Office of the State Treasurer, the Notes shall be countersigned by the manual signature of the City Clerk, attested by the City's official seal. If any officer of the City or of the State whose signature appears on the Notes shall cease to be that officer before the actual delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Notes shall be valid or obligatory for any purpose unless and until the Certificate of Authentication on the Notes is duly executed by the Note Registrar and a duly executed Certificate of Authentication on any Note shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication on any Note is duly executed by the Note Registrar when manually signed by an authorized officer or signatory of the Note Registrar. It is not necessary that the same officer or signatory of the Note Registrar manually sign the Certificate of Authentication on all of the Notes issued under this Resolution.

SECTION 11. Payment of Costs. The City shall pay out of the proceeds of the Notes all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the Notes except (a) the reasonable fees and expenses of replacing a Note or Notes which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Notes.

SECTION 12. Creation and Use of Funds and Accounts; Disposition and Use of Note Proceeds. There is created within the Treasury of the City the following funds and accounts:

(A) 2012 Notes Improvement Fund (the “Improvement Fund”); and

(B) Principal and Interest Account for the City of Garden City, Kansas Temporary Notes Series 2012-C (the “Series 2012-C Notes Principal and Interest Account”).

The proceeds from the sale of the Notes shall be deposited into the Treasury of the City for the credit of the funds and accounts created above as follows:

(C) Accrued interest on the Notes, if any, shall be credited to the Series 2012-C Notes Principal and Interest Account; and

(D) The balance of the proceeds of the Notes shall be credited to the Improvement Fund.

The Improvement Fund and Series 2012-C Notes Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Notes as follows.

Principal and Interest Account. Moneys in the Series 2012-C Principal and Interest Account shall be used and expended solely to pay the principal, premium, if any, and interest on the Notes when due and usual and customary fees and expenses of the Paying Agent. The Series 2012-C Notes Principal and Interest Account may be created as a sub-account of the City’s Bond and Interest Fund.

Improvement Fund. Moneys in the Improvement Fund shall be used to pay costs of the Improvements, and costs of issuance associated with the issuance of the Notes or issuance of any general obligation bonds ultimately issued to retire such Notes. Any surplus in the 2012 Improvement Fund after completion of the Improvements shall be transferred to the Series 2012-C Notes Principal and Interest Account, for the payment of principal of, or interest on the Notes as due.

SECTION 13. Delivery of Notes. The Mayor and City Clerk are authorized and directed to prepare and execute the Note in the form and manner provided by this Resolution, including a reasonable inventory quantity of Note certificates for transfer, exchange and replacement in accordance with the provisions of this Resolution, and to cause the registration and

countersignature of the Notes, all without unnecessary delay. The Notes are authorized to be sold to the City of Garden City, Kansas, Garden City, Kansas, (the “Original Purchaser”), and shall be delivered to the Original Purchaser upon receipt by the City of the full purchase price of the Notes.

SECTION 14. Sale of the Notes. The Notes shall be sold to the Original Purchaser at a price equal to the principal amount of the Notes on the date of authentication by the Note Registrar and delivery to the Original Purchaser.

SECTION 15. Resolution Constitutes Contract, Remedies of Owner. The provisions of this Resolution and all of the covenants and agreements made herein shall constitute a contract between the City and the owners of the Notes (the “Owner”), and the Owner shall have the right:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce its rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas,

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust, and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owner.

SECTION 16. Limitation on Actions by Owner; Remedies Cumulative; Delay or Omission Not Waiver. The Owner shall have no right in any manner whatsoever by its action to affect, disturb or prejudice the security granted and provided for by this Resolution, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the benefit of the Owner of the Notes. Nothing in this Resolution or in the Notes shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Notes to the Owner thereof or affect or impair the right of action of the Owner to enforce payment of the Notes held by it, or to reduce to judgment its claim against the City for payment of the principal and interest on the Notes. No remedy herein conferred upon the Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No delay or omission of the Owner to exercise any right or power accruing hereunder shall be construed as acquiescence in default, and every right, power and remedy given by this Resolution to the Owner, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by the Owner on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the

Owner shall be restored to its former position and right hereunder, and all rights remedies, powers and duties of the Owner shall continue as though no such proceedings had been taken.

SECTION 17. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owner, or (ii) to grant or confer upon the Owner any additional rights, remedies, powers or security, or (iii) to more precisely identify the Improvements or (iv) to conform this Resolution to the any federal or state law concerning obligations such as the Notes. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of 51% of the Owners, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of 100% of the Owners:

- (A) Extend the maturity of any payment of principal or interest due upon the Notes, or
- (B) Effect a reduction in the amount which the City is required to pay by way of principal or interest on the Notes.

Any and all modifications made in the manner described above shall become effective when a copy of the resolution of the City authorizing the modifications, duly certified, is filed with the City Clerk, along with proof of consent to such modification by the Owners as required in this Section. It shall not be necessary to note on the outstanding Notes any reference to such amendment or modification.

SECTION 18. Exemption from Continuing Disclosure. The City represents that in connection with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “Rule”) that the Notes are issued as part of an offering of less than \$1,000,000, in denominations of \$100,000 or more, and are being sold to the City as the sole Original Purchaser. The City represents that it reasonably believes the Notes have been sold in a transaction exempt from the Rule.

SECTION 19. Severability. If any section, paragraph, clause or provision of this Resolution is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution.

SECTION 20. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas on November 6, 2012.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
David D. Crase, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

ORDINANCE NO. _____-2012

AN ORDINANCE REGULATING THE CONDUCT OF PERSONS AND ANIMALS IN THE CITY OF GARDEN CITY, KANSAS; CREATING NEW CODE SECTION 10-65; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. New Section 10-65, of the Code of Ordinances of the City of Garden City, Kansas, is hereby added, to read as follows:

Sec. 10-65. – Animal bite violations.

(a) No person who owns, possesses, harbors or otherwise exercises control over any animal shall permit or allow the animal to attack or bite any person or domestic animal.

(b) Any person who owns, possesses, harbors or otherwise exercises control over an animal that has bitten a person or domestic animal shall comply with the impoundment requirements of section 10-66(b).

(c) For purposes of this section, the word “permit” shall mean allow or let happen. Knowledge or intention on the part of the person who owns, possesses, harbors or otherwise exercises control over the animal shall not be elements of this offense.

(d) The provisions of this section shall not apply to any law enforcement officer who uses an animal while engaged in law enforcement activities, nor to any owner, keeper or harbinger of any animal which attacks or bites a person engaged in physically attacking or striking such owner, possessor, or harbinger.

SECTION 2. That this ordinance shall be in full force and effect 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 6th day of November, 2012.

DAN FANKHAUSER, VICE MAYOR

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

ORDINANCE NO. _____-2012

AN ORDINANCE GRANTING TO WILDFLOWER TELECOMMUNICATIONS, LLC, ITS SUCCESSORS AND ASSIGNS, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF GARDEN CITY, KANSAS; ALL PURSUANT TO K.S.A. 12-2001 ET SEQ.

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number.

a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.

b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.

c. "Access line fee" - means a fee in an amount determined by the City, up to a maximum as set out in K.S.A. 12-2001 and amendments thereto, to be used by Grantee in calculating the amount of access line remittance.

d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the access line fee, as determined by the City, by the number of access lines served by Grantee within the City for each month in that calendar quarter.

- e. "City" - means the City of Garden City, Kansas.
- f. "Communications System" or "System" means the cables, wires, lines, optic fiber, and any associated converters, equipment, or other facilities designed, constructed or occupied by Grantee or others for the purpose of producing, receiving, amplifying or distributing communications service to or from locations within the City.
- g. "Contract franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide telecommunications services within the City.
- h. "Facilities" means any portion of a system located in, along, over, upon, under, or through the right-of-way.
- i. "Grantee" - means Wildflower Telecommunications, LLC, a competitive telecommunications local exchange service provider providing local exchange service within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- j. "Gross receipts" - shall mean only those receipts collected from within the corporate boundaries of the City and which are derived from the following: (1) recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) local directory assistance revenue; (4) line status verification/busy interrupt revenue; (5) local operator assistance revenue; (6) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (7) revenue received by Grantee from resellers or others which use Grantee's facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included with the definition of gross receipts, such services shall be included from the date of the offering of such services within the City.
- k. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the Kansas Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- l. "Right-of-way" means the surface and space on, above and below every municipal street, alley, road, highway, lane or City right-of-way dedicated or commonly

used now or hereafter for utility purposes, including but not limited to overhead lighting facilities, and including utility easements wherein the City now or hereafter acquires the right and authority to locate or permit the location of utilities consistent with communications facilities. This term shall not include any county, state, or federal right-of-way or any property owned or controlled by any person or agency other than the City, except as provided by applicable laws or pursuant to an agreement between the City and any such person or agency. Right-of-way shall not include property owned or held by City and not typically considered right-of-way such as City parks and City buildings.

m. "Telecommunication services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

a. There is hereby granted to Grantee this nonexclusive contract franchise to construct, maintain, extend and operate its facilities along, across, upon or under any public right-of-way for the purpose of supplying telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this contract franchise, subject to the terms and conditions of this contract franchise.

b. The grant of this contract franchise by the City shall not convey title, equitable or legal, in the public right-of-way, and shall give only the right to occupy the public right-of-way, for the purposes and for the period stated in this contract franchise. This contract franchise does not:

(1) Grant the right to use facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;

(2) Grant the authority to construct, maintain or operate any facility or related appurtenance on property owned by the City outside of the public right-of-way, specifically including, but not limited to, parkland property, any City building or structures, or public works facility property; or

(3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its facilities on the facilities owned or controlled by the City or a third-party.

c. As a condition of this contract franchise ordinance, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by an appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) or the Kansas Corporation Commission (KCC). Grantee shall provide City with copies of required permits. Grantee shall also comply with all applicable laws, statutes and/or ordinances.

d. This authority to occupy the public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this contract franchise, Grantee shall have the right to construct, maintain and operate its facilities along, across, upon and under the public right-of-way. Such facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

b. Grantee's use of the public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the public right-of-way, including, but not limited to the City's ordinance for communications services regulating the use and occupancy of the public right-of-way and amendments thereto, as may be amended from time to time.

c. Upon the request of City, and no more than once every twelve (12) months, Grantee shall provide City, in an electronic format mutually agreeable to both parties, maps identifying the location of Grantee's facilities.

d. City and Grantee will enter into a utility pole attachment agreement to cover issues specific to utility pole use by Grantee.

e. Grantee shall participate in the Kansas One Call utility location program.

SECTION 4. COMPENSATION TO THE CITY.

Compensation made pursuant to this contract franchise ordinance shall be paid on a quarterly basis without invoice or reminder from the City and paid not later than forty-five (45) days after the end of the remittal period. Said compensation shall be a sum equal to a five percent (5%) fee per access line, pursuant to K.S.A. 12-2001(j) and amendments thereto, for local exchange service, and a five percent (5%) fee on the gross receipts of any dark fiber maintenance fees rendered wholly within the City. Any increased access line fee shall be in compliance with the public notification procedures set forth in K.S.A. 12-2001.

SECTION 5. RECORD REVIEW.

The City shall have the right to examine, upon written notice to Grantee, no more than once per calendar year, those records necessary to verify the correctness of the compensation paid pursuant to this contract franchise ordinance.

SECTION 6. RESOLD SERVICES.

Grantee shall collect and remit compensation as described in Section 4 on those access lines that have been resold to another telecommunications local exchange service provider.

SECTION 7. INDEMNITY AND HOLD HARMLESS.

a. It shall be the responsibility of Grantee to take adequate measures to protect and defend its facilities in the public right-of-way from harm or damage. If Grantee fails to accurately or timely locate facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their gross negligence. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's facilities.

b. Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining facilities in the public right-of-way.

c. Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the public right-of-way.

SECTION 8. INSURANCE REQUIREMENT AND PERFORMANCE BOND.

a. During the term of this contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:

(1) Workers' compensation as provided for pursuant to the laws of the state of Kansas with an employers' liability limit equal to the amount required by law.

(2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with an aggregate limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. Upon request, the City shall be included as an additional insured with respect to liability arising from Grantee's operations under this contract franchise.

b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City with a non-revocable Letter of Credit that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.

SECTION 9. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this contract franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this contract franchise, the City shall abide by the requirements of K.S.A. 12-2001 which requires reasonable notice and an opportunity for a public hearing before the City governing body before a contract franchise ordinance may be revoked.

SECTION 10. RESERVATION OF RIGHTS.

a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.

b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its home rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

d. In entering into this contract franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the contract franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

SECTION 11. FAILURE TO ENFORCE.

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this contract franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

SECTION 12. TERM AND TERMINATION DATE.

a. This contract franchise shall be effective for a term of five (5) years from the effective date of this contract franchise ordinance. Thereafter, this contract franchise will renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate or renegotiate the contract franchise at least one hundred eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this contract franchise and not as a new franchise or amendment.

b. Upon written request of either the City or Grantee, this contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the contract franchise granted to Grantee or the compensation to be received by the City hereunder.

c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire contract franchise. In the event of such invalidity, if Grantee is required by law to enter into a contract franchise with the City, the parties agree to act in good faith in promptly negotiating a new contract franchise.

d. Amendments under this section, if any, shall be made by contract franchise ordinance as prescribed by statute. This contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.

e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this contract franchise upon the termination date of this contract franchise, the parties by written mutual agreement may extend the termination date of this contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this contract franchise and not as a new contract franchise ordinance or amendment.

f. Pursuant to K.S.A.12-2001 under no circumstances shall this contract franchise ordinance exceed twenty (20) years from the effective date of the contract franchise ordinance.

SECTION 13. POINT OF CONTACT AND NOTICES

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Manager and/or the Director of Public Utilities. All other notices between the parties shall be in writing and shall be made by personal delivery or by depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this section shall mean Monday through Friday, City observed holidays excepted.

City:

Matthew C. Allen
City Manager
301 North Eighth
P. O. Box 998
Garden City, KS 67846
(620) 276-1160
matt.allen@gardencityks.us

Grantee:

Daniel P. Friesen, President
102 N. Main
Buhler, KS 67522
(620) 543-2580
Daniel@ideatek.biz

or to replacement addresses that may be later designated in writing.

SECTION 14. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 *et seq* and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this contract franchise.

SECTION 15. COMPETITIVE NEUTRALITY.

The City agrees that under K.S.A.12-2001, and other state and federal laws, this contract franchise ordinance must be competitively neutral and may not be unreasonable or discriminatory to any telecommunications local exchange operating in the City. In entering into this contract franchise ordinance, the City specifically recognizes it must ensure all other telecommunications local exchange services providers operating in the City are subject to a substantially similar contract franchise ordinance within a timely manner not to exceed one hundred and eighty (180) days from either the time this contract franchise ordinance becomes effective, or from the date a telecommunications local change service provider beings to offer local exchange service in the City. It is the City's sole responsibility to identify the telecommunications local exchange service providers operating in City, and utilize all available legal means, if necessary, to ensure all such telecommunications local exchange service providers are subject to a substantially similar contract franchise ordinance.

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this contract franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire contract franchise invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the contract franchise.

SECTION 17. FORCE MAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

SECTION 18. CONTROLLING LAW.

The contract franchise granted herein, and this ordinance, are subject to the laws of the State of Kansas.

SECTION 19. This ordinance shall take effect and be in force from and after its approval, and publication in the official City newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the _____ day of _____, 2012.

DAN FANKHAUSER, Vice Mayor

ATTEST:

CELYN N. HURTADO
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL
City Attorney

Old Business

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.

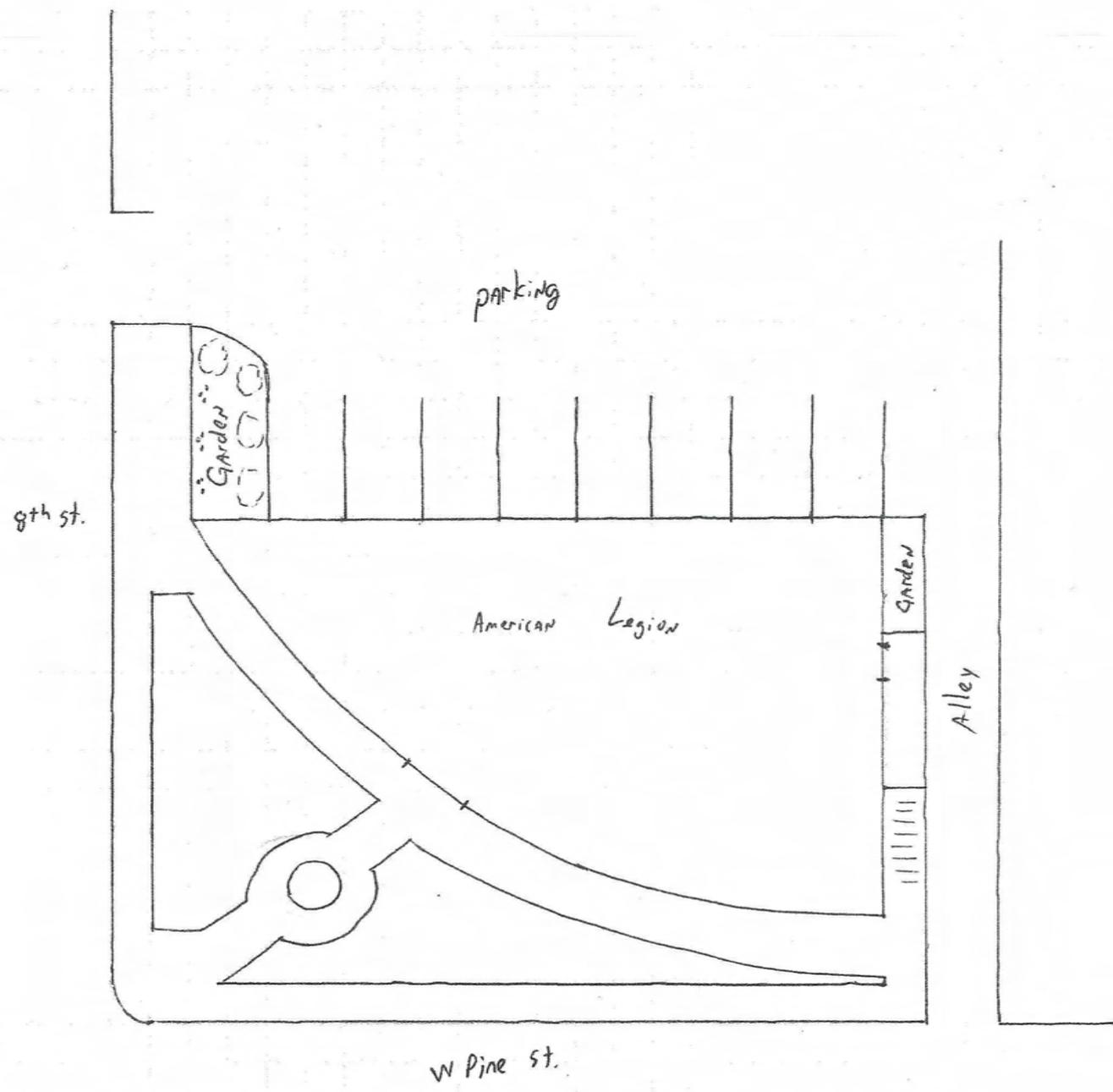
Miscellaneous

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.

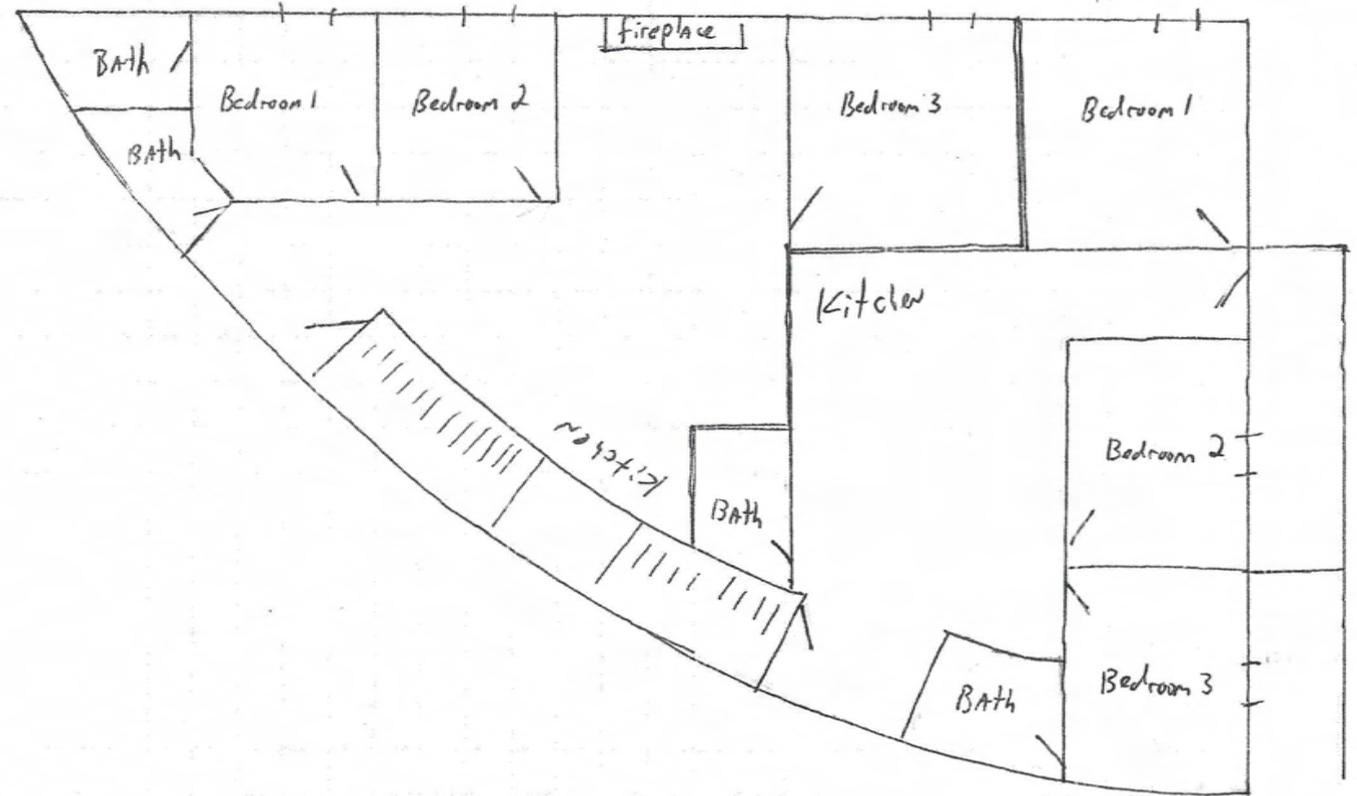
Contact Information

Carlos Gamino 703.408.2739
Candace Gamino 620.275.5337

losgamino@gmail.com
clgamino1115@gmail.com



Plan for Both floors



New Business

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 30 October 2012

RE: KDOT TRANSPORTATION ENHANCEMENT PROJECTS

ISSUE

KDOT has announced the application process for the transportation enhancement projects (historic, scenic & environmental and bicycle/pedestrian facilities) for FY 2013.

BACKGROUND

The applications being solicited are identical to past years, and are 80% federal and 20% local. Applications are due February 15, 2013.

We currently have no active transportation enhancement projects – the South Main Street Urban Landscaping and Pathway project completed in 2010 was our most recent TE project.

The following were unsuccessful applications in past years or have been suggested as CIP projects.

1. Scenic & Environmental Category –
 - 5-Points Landscaping
 - Taylor Avenue drainage ditch to Mary Landscaping
 - E. Highway 50 Landscaping
 - Bypass Landscaping from Mary to Schulman
 - Fulton from Main to Fleming Landscaping
 - Buffalo Jones west of Five Points Landscaping

2. Historic Category –
 - Brick street restoration
 - “Silk Stocking Row” – street & sidewalk rehabilitation
 - Windsor Hotel (the Historic Preservation Alliance could request City sponsorship for a Windsor Hotel project depending upon the status of the GC Windsor Developers funding)

3. Pedestrian & Bicycle Facilities Category –
 - Kansas Avenue Pathway from Campus Drive to Leslie Road
 - Spruce Street Pathway from Tangeman complex west to Long Park
 - Finnup Park to Southwind



Engineering Department

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

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

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301 N. 8TH
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www.garden-city.org



**Engineering
Department**

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

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

ALTERNATIVES

- 1) Direct Staff to begin preliminary work on Commission identified projects.
- 2) Entertain additional project suggestions through the CIP process and advisory boards.
- 3) Defer action until a later date.

RECOMMENDATION

Direction from the Governing Body is requested. Staff will prepare the necessary application(s) for Governing Body review prior to submittal to KDOT.

FISCAL

The City share of any funded application would need to be included in the 2013 GO Bond issue, most likely in the major trafficway category.

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

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MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 29 October 2012

RE: SUNFLOWER FOUNDATION TRAIL GRANT APPLICATION

ISSUE

The Sunflower Foundation has announced their next application cycle for trail grants. Should the City submit an application?

BACKGROUND

The City has received two trail grants from the Sunflower Foundation, the first in 2009 was for Phase 1 of the Finnup Drive Walking Trail, in Finnup Park, and the second was in 2011 for Phase 2 of the Wiley Park Walking Trail.

The Sunflower Foundation is accepting applications until December 31st. The grant would provide \$30,000.00 for construction, with a \$30,000.00 local match. An additional \$25,000 in grant funding, requiring equal matching funds, is available for enhancements such as design and safety, lighting, signage and trees.

The Sunflower Foundation focus is on Community-based (building trails in a community setting) recreational walking trails, although multi-use trails will also be considered. Trail grant requirements are:

- Trails are generally expected to be at least ½ mile in length.
- The width of the trail will depend on the scope of the project, though a minimum of 5'– 6' is expected.
- Public access to the walking trail is required.

ALTERNATIVES

Possible projects fitting the grant parameters include (maps attached):

- Wiley Park Walking Path Phase 3 – could include additional pathway at Garden City High School (they are applying for a 2012 Sunflower grant).
- Finnup Drive Walking Trail Phase 2

RECOMMENDATION

Governing Body direction on a grant application is requested. Staff will prepare the application for the selected project.

FISCAL

If we are awarded a grant, we would find the required local match within the 2013 budget.



Engineering Department

Steven F. Cottrell, P.E.,
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Sunflower Trails Grant
2013 Application
City of Garden City

Wiley Park
Walking Trail
Phase 3
Segment # 3
690' x 8'

Sunflower Trails Grant
2012 Application
USD 457

- 8' Concrete Path
- ⋯ 8' Asphalt Path
- Existing Walk/Path
- ⋯ Future 8' Path
- - - 10' Sidewalk (Spring 2013)

Wiley Park
Walking Trail
Phase 3
Segment # 1
585' x 8'

Wiley Park
Walking Trail
Phase 3
Segment # 2
1165' x 8'

DEANE WILEY PARK

Cherokee Road

Yellowstone

LABRADOR BLVD

505' x 8'

1040' x 8'

8' asphalt path \$7960
8' concrete walk \$11545

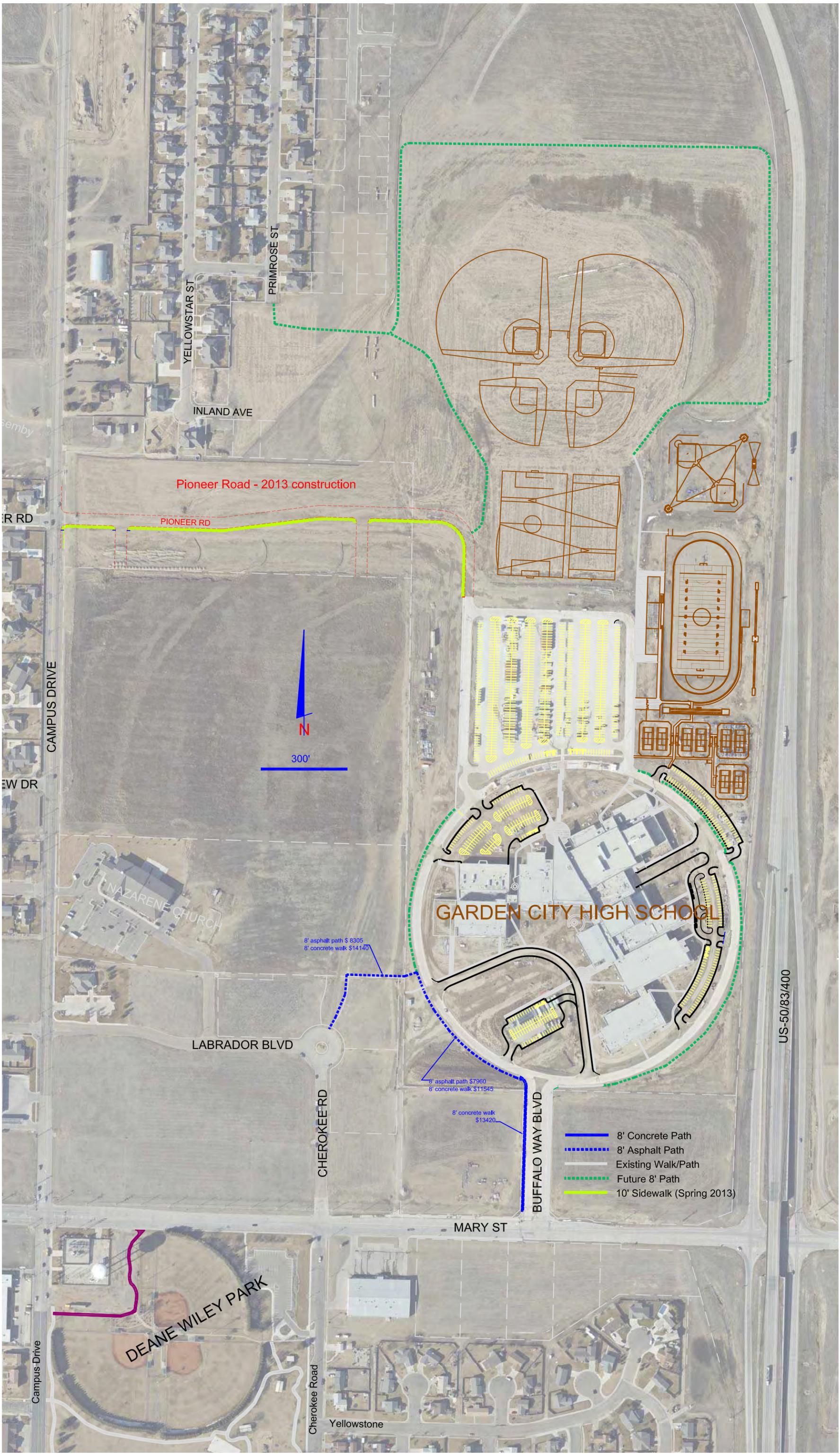
8' concrete walk
\$13420

BUFFALO WAY BLVD

MARY ST

Campus Drive

Alley



Pioneer Road - 2013 construction

PIONEER RD

CAMPUS DRIVE



300'

NAZARENE CHURCH

GARDEN CITY HIGH SCHOOL

LABRADOR BLVD

CHEROKEE RD

BUFFALO WAY BLVD

MARY ST

DEANE WILEY PARK

Campus Drive

Cherokee Road

Yellowstone

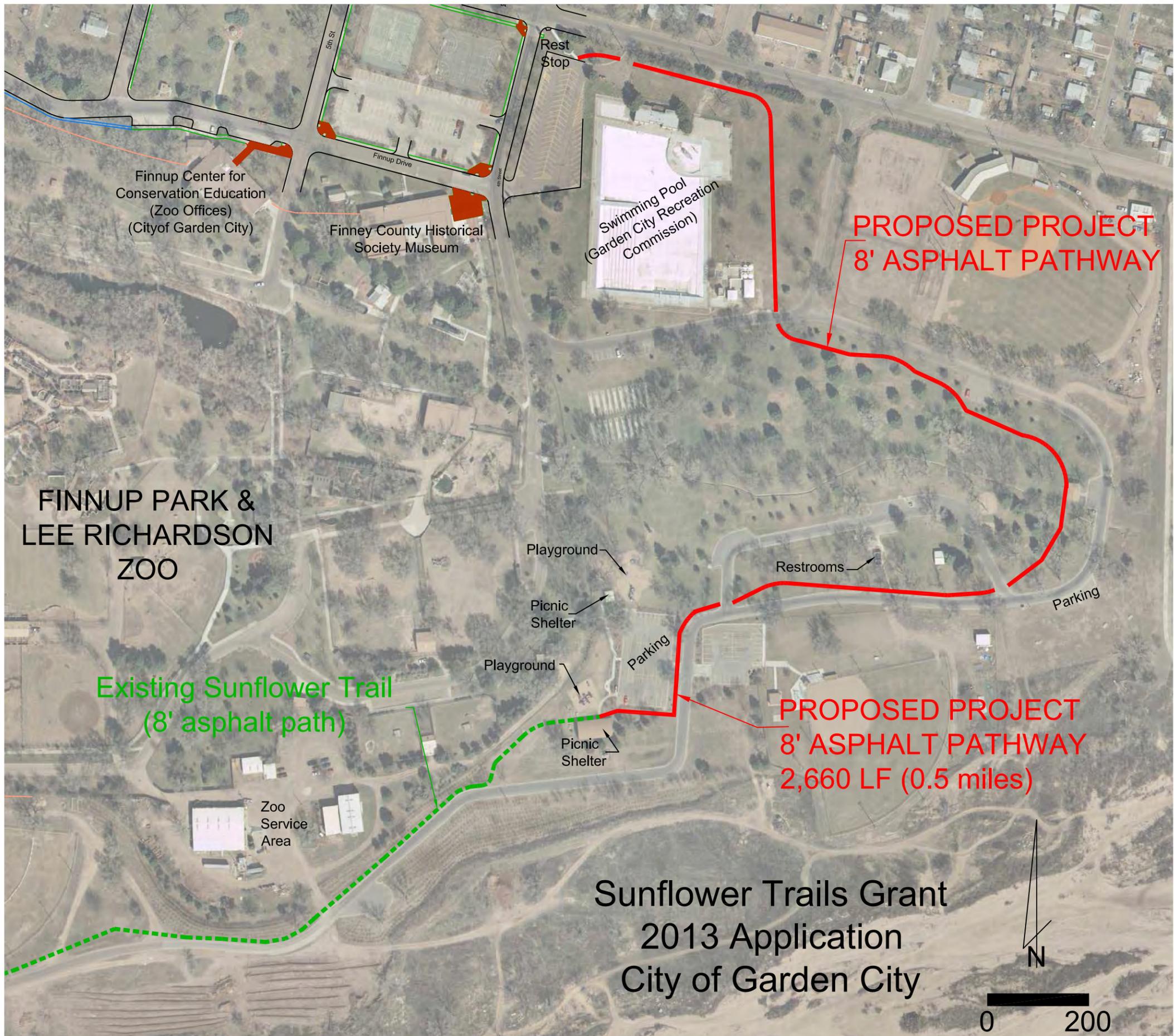
US-50/83/400

- 8' Concrete Path
- ⋯ 8' Asphalt Path
- Existing Walk/Path
- ⋯ Future 8' Path
- 10' Sidewalk (Spring 2013)

8' asphalt path \$ 8305
8' concrete walk \$14140

8' asphalt path \$7960
8' concrete walk \$11545

8' concrete walk \$13420



MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 30 October 2012

RE: KDOT FUND EXCHANGE PROGRAM

ISSUE

KDOT has requested applications for the second half of 2012 fund exchange program, where we can exchange the federal funds for state funds and have more flexibility with projects. Staff is requesting direction from the Governing Body relating to an application for state funding.

BACKGROUND

This is the second year of the fund exchange program, which replaced the old STP project rotational process. The federal to state funds exchange rate is 90% and a local match is not required. After a State and City fund exchange agreement is executed, the project is developed as a standard city project – we design and let the project to bid, award a construction contract, and start the work. On a monthly basis, we invoice KDOT for reimbursement of our expenses.

The City is required to use the state funds for specific types of road or bridge improvement projects. Acceptable projects include, but are not limited to, the following:

- Roadway construction, reconstruction, or rehabilitation.
- Pavement preservation including mill/overlay, sealing, patching, or crack sealing.
- Safety improvements including traffic signals or installation of turn lanes.
- Construction or reconstruction of sidewalks, ADA ramps, or pedestrian signals.
- Replacement of deteriorated curb and gutter.
- Storm sewer repairs to restore or enhance positive drainage.
- Bridge construction, replacement, rehabilitation, repair, or removal.

The state funds may be used for all phases of a project – design engineering, right-of-way acquisition, utility relocations, construction, and construction inspection. Funds can be “stockpiled” for up to three years, to cover more expensive projects. Applications are due by November 23rd.

In FFY 2011, the Garden City was eligible for \$395,410 in federal funds, which made \$355,869 in state funds available. Our 2011 project for sidewalk



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Assistant City Engineer

construction and street reconstruction has been completed, and cost \$200,134.65, leaving a carryover balance of \$155,734.48.

KDOT advised that Garden City would be eligible for \$113,539 in the first half of FFY 2012, and second half funds of \$137,487 are now available for a 2012 total of \$225,924 in state exchange funds, which makes a combined total of \$381,658 with the carry over. Earlier this year, the Governing Body selected Chainey Street, north of Labrador Boulevard at an estimated cost of \$97,600 for use of the first half funding; this leaves \$284,085 available for additional work.

In the 2012 – 2018 Capital Improvement Program, there are several street reconstruction projects for Governing Body consideration. Since the City received \$250,000 in Safe Routes to School funding for sidewalk construction, we do not recommend using any of the 2012 fund exchange program for additional sidewalks.

Local Street Reconstruction Program – a multi-year program proposed to begin in 2012. The following streets are in the worst condition:

- Rock Road, north of Labrador Boulevard \$120,000
- Chainey Street, south of Labrador Boulevard \$105,000
- Bellevue Avenue, Main to Third Streets \$225,000

ALTERNATIVES

- 1) Submit an application for Rock Road and Chainey Street.
- 2) Submit an application for Bellevue Avenue.
- 3) Defer action on the remainder of 2012 funding, and carry over the balance for a larger project in 2013

RECOMMENDATION

Direction from the Governing Body is requested. Staff will prepare the necessary application for submittal to KDOT prior to the November 23rd deadline.

FISCAL

The fund exchange program can allow the City to avoid debt financing or do additional projects. The City will have to borrow funds from the Community Trust Fund until repaid by monthly reimbursements from KDOT.

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

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



To: City Commission
Date: November 1, 2012
From: Michelle Stegman
RE: 2013 City of Garden City Workers' Compensation Insurance Recommendation

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**

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Issue

In advance of the start of the 2013 Budget Year, Staff is seeking City Commission consideration and approval of a specific recommendation for implementing changes to our workers' compensation insurance coverage during the adoption of the 2013 budget.

Background

The City of Garden City's workers' compensation plan has been self-insured with the State of Kansas since January 1, 1993. In this arrangement, a third party administrator (Alternative Service Concepts Risk – Nashville, Tennessee) processes our claims, issues payment vouchers and coordinates with staff on claims administration. The City pays the cost of each claim "out of pocket" as they are incurred instead of paying a fixed premium to an insurance carrier. We purchase excess coverage in the event a claim(s) reaches a specific (Self-Insured Retention) or aggregate amount. In the last few years, the SIR amounts that the excess coverage carriers will offer have increased. These amounts also require State of Kansas approval. For the 2012 policy year our SIR for the Electric Department is \$400,000 and all other employees is \$300,000.

Since 2006 the average annual expense to Workers' Compensation Fund (35) has equated to \$203,086.48. In 2010, total fund expenses were \$320,417.00 which included a large claim settlement. We attribute our low claims expense to safe work practices of City employees and departments, our Safety Committee and safety training programs.

For our 2013 renewal, Rutter Cline Associates solicited five excess workers' compensation coverage quotes and one fully insured estimate. The premium quote (Option 316588302) from Safety National, our current excess carrier, increased from \$45,184 to \$54,383 per year with a SIR of \$500,000 for all employees. Midwest Employers provided three quote options that ranged in SIR and higher premiums. The fully insured estimate from Traveler's insurance ranged from \$460,000 to \$515,000 per year.

The City also received a received a fully insured quote from Kansas Municipal Insurance Trust in the amount of \$327,858.00 for 2013. ("Fully insured" may be a bit of a misnomer because if losses exceeded the financial ability of the Trust to cover, assessments would be levied against the members. This has not happened since their inception in 1994). The final quote could change some (not substantially) if the State rates or the City's experience modifier (loss experience) change. KMIT provides workers' compensation insurance coverage to 146 cities. The cities contribute approximately \$3.7 million in annual premiums. KMIT is governed by an 11-member Board of Trustees who are elected by the membership. IMA (Insurance Management Associates) of Wichita provides claims management and loss control services for KMIT.

While the self-funded workers' compensation model has served the City of Garden City very well, in the current markets it is the analysis of the staff that to continue to remain self-funded is an unnecessary financial risk given the affordability of the KMIT proposal. Our current Workers' Compensation Reserve Fund (36) balance is at \$433,651.00. In 2013, we have budgeted \$388,000



CITY COMMISSION

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Finance Director

RANDALL D. GRISELL
City Counselor

for all expenses in Workers' Compensation Fund (35). If our organization has a claim that reaches the either the current SIR or the \$500,000 quoted by Safety National in 2013, the reserve fund balance will not be sufficient to cover the claim(s).

Following review and discussion of the quotes and estimates, Staff has assembled a recommendation for the Governing Body's consideration and approval.

Alternatives

1. Approve the recommendation to accept the KMIT proposal as presented, understanding the final numbers will change based on State of Kansas rates and the City's experience modifier.
2. Continue to remain self-insured as an organization. Select Safety National Option 316588302 (best self-insured option) which is \$54,383 per year with a SIR of \$500,000 for all employees.

Recommendation

Staff recommends the City Commission approve the following change to the workers' compensation insurance coverage authorized in the 2013 budget.

1. Select Kansas Municipal Insurance Trust for our workers' compensation insurance provider beginning 2013. With this switch, the City would be responsible for any current open claims (17). Currently, ASC Risk has determined we have \$262,651.58 in outstanding reserves year to date, which is the additional expense they expect to be paid on these claims. Ongoing payments to cover these expenses would come from the Workers' Compensation Reserve Fund (36). KMIT will assist the City on administration of these open claims. If selected, joining KMIT will require Governing Body approval of a Resolution authorizing the Mayor to execute Bylaws and Interlocal Agreement.

Fiscal Note

The recommendation would result in the addition of a new line item expense in the amount of \$327,858 to Workers' Compensation Fund (35) in 2013. This expense would replace the existing budgeted line items 5201.1, 5225.01, and 5310.05 in the same fund which total \$385,500. On-going open claims expenses are anticipated to impact the Workers' Compensation Reserve Fund (36) in the amount of \$262,651.58 over time and that Fund balance will be maintained accordingly.

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035 - WORKERS COMPENSATION

		2013 Approved	2013 Requested	2012 Revised Budget	2012 Budget	2011 Actual	2010 Actual
CASH BALANCE 1/1		26,500		35,069			
Income							
TRANSFER-CITY DEPARTMENTS	3250	361,500	361,500	361,431	361,250	361,260	0
TRANSFER-GENERAL FUND	4010.07	0	0	0	0	0	175,000
TRANSFER-WORKERS COMP RESV	4010.09	0	0	0	0	0	65,000
TRANSFER-UTILITY FUNDS	4010.13	0	0	0	0	0	70,000
Total Income		361,500	361,500	361,431	361,250	361,260	310,000
TOTAL AVAILABLE		388,000		396,500			
Expenses							
Other Expenses							
ADMINISTRATIVE FEE	5201.01	60,000	60,000	47,116	95,000	80,133	65,842
CLAIMS PAYMENT	5225.01	265,500	265,500	275,000	344,750	182,644	254,077
INSURANCE-EXCESS WORKERS COMP	5310.05	60,000	60,000	45,384			
SUPPLIES-OFFICE	5565.01	1,000	1,000	1,000	1,000	0	0
SUPPLIES-SAFETY	5565.06	1,500	1,500	1,500	1,500	427	498
TRANSFER-WORK COMP RESV	7052	0	0	0	0	60,000	0
Total Other Expenses		388,000	388,000	370,000	442,250	323,204	320,417
Total Expenses		388,000	388,000	370,000	442,250	323,204	320,417
CASH BALANCE 12/31		0		26,500			

036 - WORKERS COMPENSATION RESERVE

		2013 Approved	2013 Requested	2012 Revised Budget	2012 Budget	2011 Actual	2010 Actual
CASH BALANCE 1/1		434,000		433,202			
Income							
INTEREST INCOME	3435	1,000	1,000	798	1,000	536	1,194
TRANSFER-WORKERS COMPENSATION	4010.19	0	0	0	0	60,000	0
Total Income		1,000	1,000	798	1,000	60,536	1,194
TOTAL AVAILABLE		435,000		434,000			
Expenses							
Other Expenses							
TRANSFER-WORKERS COMPENSATION *	7016	435,000	435,000	0	0	0	65,000
Total Other Expenses		435,000	435,000	0	0	0	65,000
Total Expenses		435,000	435,000	0	0	0	65,000
CASH BALANCE 12/31		0		434,000			

*Cash Carryover to 2014

**City of Garden City Workers' Compensation Expenses
2006 - 2012**

	2006	2007	2008	2009	2010	2011	2012 YTD	2012 Budgeted	2013 Budget
Administrative Fee	\$63,809.65	\$67,372.02	\$73,064.14	\$68,144.66	\$65,842.00	\$80,133.00	\$36,450.00	\$47,116.00	\$60,000.00
Claims Payment	\$84,808.57	\$162,202.31	\$90,206.54	\$74,046.33	\$254,077.00	\$182,644.00	\$70,932.16	\$275,000.00	\$265,500.00
Insurance Excess	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Workers' Comp							\$45,384.00	\$45,384.00	\$60,000.00
Supplies - Office	\$0.00	\$0.00	\$26.90	\$573.43	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Supplies - Safety	<u>\$149.42</u>	<u>\$0.00</u>	<u>\$616.92</u>	<u>\$467.31</u>	<u>\$498.00</u>	<u>\$427.00</u>	<u>\$157.00</u>	<u>\$1,500.00</u>	<u>\$1,500.00</u>
Total Expenses	\$148,767.64	\$229,574.33	\$163,914.50	\$143,231.73	\$320,417.00	\$262,777.00	\$152,923.16	\$370,000.00	\$388,000.00

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	CORPORATE RISK SERVICES LLC	ATTN:	Ms. Donna Meckfessel
PHONE:	(479) 271-7475	FAX:	(479) 271-7141
FROM:	Susan Huckfeldt	DATE:	10/29/2012

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: CITY OF GARDEN CITY
Account: 6006901 Previous Policy Number: AGC4045215
Specific & Aggregate Excess

Contract Terms	Option 322780592	Option 316588302
Liability Period	01/01/2013 - 01/01/2014	01/01/2013 - 01/01/2014
Payroll Reporting Period	01/01/2013 - 01/01/2014	01/01/2013 - 01/01/2014
Payroll	\$ 13,989,810	\$ 13,989,810
Manual Premium	\$ 494,480	\$ 494,480
Experience Modification Factor	1.000	1.000
Standard Premium	\$ 494,480	\$ 494,480
Self-Insured Retention	All Other 7539	\$ 500,000 \$ 650,000
Specific Limit	Statutory	Statutory
Employers Liability Limit	Per Occ \$ 1,000,000	Per Occ \$ 1,000,000
Loss Fund Rate	Rate % Std Premium 250.00 %	Rate % Std Premium 250.00 %
Estimated Loss Fund	\$ 1,236,200	\$ 1,236,200
Minimum Loss Fund	Est. x 100.00 % \$ 1,236,200	Est. x 100.00 % \$ 1,236,200
Aggregate Excess Limit	\$ 1,000,000	\$ 1,000,000
Loss Limitation	All Other 7539	\$ 500,000 \$ 500,000
Premium Rate	Rate % Std Premium 10.00 %	Rate % Std Premium 11.00 %
Deposit Premium	\$ 49,448	\$ 54,393
Minimum Premium	\$ 49,448	\$ 54,393
Pay Plan	ANNUAL PAYMENT	ANNUAL PAYMENT

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	CORPORATE RISK SERVICES LLC	ATTN:	Ms. Donna Meckfessel
PHONE:	(479) 271-7475	FAX:	(479) 271-7141
FROM:	Susan Huckfeldt	DATE:	10/29/2012

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

General Endorsements applicable to all quote options:

XWC 0291 00 0708 VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION
XWC 0321 00 0808 AGGREGATE EXCESS INSURANCE LOSS LIMITATION
XWC 0339 00 0908 SAME COMMUNICABLE DISEASE - SPECIFIC EXCESS & AGGREGATE EXCESS
KANSAS MANDATORY ENDORSEMENT(S), IF APPLICABLE
XWC 1061 10 1207 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Option 322780592

KANSAS MANDATORY ENDORSEMENT(S), IF APPLICABLE
XWC 0577 00 0395 SELF-INSURED RETENTION PER OCCURRENCE
XWC 1061 10 1207 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Contingencies:

The quote is subject to the following:

Option 316588302

1. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

Comments:

1. Included in our quote are the MAP Client Services. These resources consist of both risk control and claim services including: Safety Essentials On-line; Workers' Comp Kit; Safety Training Source; and Best Doctors Catcare and Ask Best Doctors programs - which provide in-depth case review by world renowned doctors.

Safety National at a Glance



Company History and Background

- Specialists in Workers' Compensation since 1942
- Licensed and admitted in all 50 states, the District of Columbia and Canada
- Exclusive distribution through brokers and agents
- Longest continual provider of Excess Workers' Compensation in America
- Leading provider of Excess Workers' Compensation with more than 30% domestic market share
- High level of dedication, knowledge, experience and quality service distinguish us in the marketplace
- Named one of the "Best Places to Work" by Business Insurance magazine

Financial Strength and Stability*

- Policyholders' surplus - \$895 million (13.9% increase over 6/11) and \$3.1 billion in assets
- A.M. Best Rating "A" (Excellent) Financial Size Category XI
- Standard & Poor's "A" (Strong)
- A wholly-owned subsidiary of Tokio Marine Holdings, with approximately \$216 billion in assets and A.M. Best Rating "A++" (Superior), Financial Size Category XV

Products and Services

- Excess Workers' Compensation
 - Specific and Aggregate Excess Coverage for individual or group self-insureds
 - Monoline Aggregate Coverage
- Self-Insurance Bonds
- Loss Portfolio Transfers (LPT)
- TEXcess®- Texas Non Subscriber Program
- Treaty Reinsurance
- Public Entity Multi-Line Coverage
- Large Casualty Program
 - Large Deductible Workers' Compensation
 - Auto and General Liability
- Alternative Risk Programs
- MAP Client Services
 - Risk Control Services
 - Best Doctors partnership

** as of June 30, 2012*



Excess Workers Compensation Quotation Sheet

Insured: City of Garden City, Kansas
 Policy #:

Policy Effective Date: 01/01/2013
 Quote Date: 10/26/2012
 Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS					
	0172323	0172195	0172321			
State(s)	KS	KS	KS			
<u>SPECIFIC:</u>						
Specific Limit	STATUTORY	STATUTORY	STATUTORY			
Specific Retention	\$450,000	\$500,000	\$550,000			
Specific Retention - 7720	\$500,000	NA	NA			
Specific Retention - 7539	\$500,000	NA	NA			
Specific Retention - 7710	\$500,000	NA	NA			
<u>EMPLOYERS LIABILITY:</u>						
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000			
Employers Liability Retention	See Specific	See Specific	See Specific			
<u>AGGREGATE:</u>						
Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000			
Rate as a % of Normal Premium	212.15%	216.78%	216.78%			
Estimated Aggregate Retention	\$1,081,430	\$1,105,032	\$1,105,032			
Minimum Aggregate Retention	\$1,059,802	\$1,082,931	\$1,082,931			
Aggregate Loss Limit	\$450,000	\$500,000	\$500,000			
<u>RATING BASE:</u>						
Est. Annual Payroll	\$13,989,810	\$13,989,810	\$13,989,810			
Est. Annual Manual Premium	\$509,748	\$509,748	\$509,748			
Length of Policy Period (Years)	1.000000	1.000000	1.000000			
Est. Policy Prd Normal Premium	\$509,748	\$509,748	\$509,748			
Rate as a % of Normal Premium	14.37%	13.76%	13.12%			
<u>PREMIUM:</u>						
Total Est Policy Prd Premium (including Flat Charges)	\$73,251	\$70,141	\$66,879			
Policy Prd Minimum Premium	\$65,926	\$63,127	\$60,191			
Deposit Premium	\$73,251	\$70,141	\$66,879			
Deposit Flat Charge(s)	NA	NA	NA			
<u>Total Deposit Due</u>	\$73,251	\$70,141	\$66,879			
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)	\$2,198	\$2,104	\$2,006			

CONDITIONS / COMMENTS:

* MECC must be notified of any aircraft changes occurring during the policy period.

City of Garden City

KMIT - Workers Compensation Quote for 2013

Based on Estimated Payroll, 2012 Rates, & Preliminary Experience Modification Factor

<u>Classification</u>	<u>Class Code</u>	<u>Payroll</u>	<u>Modified Rate</u>	<u>Premium</u>
Street or Road Construction: Paving or Repaving & Drivers	5506	\$562,850	5.97	\$33,585
Aviation: All Other Employees & Drivers	7403	\$204,500	3.16	\$6,460
Waterworks Operation & Drivers & Salespersons	7520	\$493,500	4.39	\$21,684
Electric Light or Power Co.: NOC - Employees & Drivers	7539	\$953,750	3.70	\$35,336
Sewage Disposal Plant Operation & Drivers	7580	\$486,500	2.65	\$12,902
Firefighters and Drivers	7710	\$1,663,300	6.85	\$113,953
Police Officers & Drivers	7720	\$2,795,000	3.18	\$89,021
Clerical Office Employees NOC	8810	\$3,090,750	0.22	\$6,831
Attorney: All Employees & Clerical, Messengers, Drivers	8820	\$55,000	0.29	\$157
Hospital: Veterinary & Drivers	8831	\$107,000	2.48	\$2,657
Club: Country, Golf, Fishing or Yacht & Clerical	9060	\$444,000	1.25	\$5,541
Park NOC: Employees & Drivers	9102	\$1,462,000	3.09	\$45,234
Cemetery Operations & Drivers	9220	\$198,000	4.54	\$8,983
Garbage, Ashes or Refuse Collection & Drivers	9403	\$799,880	8.48	\$67,798
Municipal, Township, County or State Employee NOC	9410	\$673,780	6.04	\$40,730

Totals: \$13,989,810 \$490,873

Make Checks Payable To:
KANSAS MUNICIPAL INSURANCE TRUST

Send Payment To:
Kansas Municipal Insurance Trust
C/O UMB Bank
Attn: Amie Mulusa
P.O.Box 5228
Topeka, Ks 66605

01/01/12 Experience Mod: 0.89 \$436,877
ARD Experience Mod: 0.00 \$0
Standard Premium: \$436,877
Discount: 25%
Discounted Premium: \$327,658
Expense Constant: \$200

Annual Contribution: \$327,858



Instructions for Joining KMIT

The City's governing body must take legislative action to join **KMIT**. The necessary steps are listed below*. (All of these steps may be taken **AFTER** mailing your check and getting a Certificate of Coverage from **KMIT**.)

1. **Adopt the Resolution to Join.** Four unsigned copies of the Resolution to join will be provided by **KMIT**. The governing body needs to adopt the resolution to join **KMIT**. This resolution authorizes the Mayor to execute the Bylaws and Interlocal Agreement.
2. **Execute the Bylaws and Interlocal Agreement.** Four unsigned copies of the **KMIT** bylaws will be provided by **KMIT**. The Mayor should sign all four of these documents, thereby executing the agreement.
3. **File Documents with the County Register of Deeds.** One original of the Resolution to join and Bylaws/Interlocal Agreement should be filed with your County Register of Deeds.
4. **Return Documents to KMIT.** Return two originals of the Resolution to join and two originals of the executed Bylaws/Interlocal Agreement to **KMIT**. Keep one set of the originals for your files.
5. **Execute the Notice Pursuant to K.S.A. 12-2626.** The Mayor must sign both originals of the Notice Pursuant to K.S.A. 12-2626, and return one of the signed originals to **KMIT**.

*Cities joining KMIT will receive all the above-referenced materials in a "Welcome to KMIT" package.

Kansas Municipal Insurance Trust

300 SW 8th, Topeka, Kansas, 66603
Phone: (785) 354-9565 Fax: (785) 354-4186

KMIT Board of Trustees 2011/2012

Larry Paine (President)
City Administrator, Hillsboro

Herb Llewellyn (Vice President)
City Manager, El Dorado

Debra Mootz (Treasurer)
City Clerk/Finance Director, Roeland Park

Bobby Busch (Past President)
City Clerk/Finance Director, Neodesha

Debbie Price
City Clerk, Marysville

Clausie Smith
Mayor, Edwardsville

Mac Manning
City Administrator/Clerk, Peabody

Sasha Stiles
City Administrator, Andover

Keith Schlaegel
City Manager, Stockton

Doug Gerber
City Manager, Goodland

Tim Hardy
City Administrator, Elkhart

KMIT Fact Sheet*

1. First day of business: January 1, 1994
2. Administered by: League of Kansas Municipalities—
Pool Administrator, Don Osenbaugh
3. Governed by: KMIT Board of Directors
(11 elected and appointed city officials)
4. Number of members: 147
5. Annual premium (2012): \$4,850,000 (est)
6. Net Worth: \$3,368,546 (8/31/12)
7. Current Cash and Investments: \$12,073,637 (8/31/12)
8. Contractors:
 - a. TPA: IMA, Wichita
(Risk Management, Loss Control and Claims Management)
 - b. Financial Auditor: Summers, Spencer & Callison, Topeka
 - c. Actuary: Milliman USA, Brookfield, WI
 - d. Payroll Auditor: Legacy, Inc.

*as of Oct2012



To: City Commission
Date: November 1, 2012
From: Melinda Hitz, Finance Director
RE: Buffalo Dunes Irrigation System Renovation

CITY COMMISSION

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GARDEN CITY, KS

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www.garden-city.org

Issue

The aged irrigation system is in need of replacement and the radio frequency on the old system will be obsolete as of December 31, 2012. To address these two issues we will require financing.

Background

At the pre-meeting on August 7, 2012 Golf Course Superintendent, Toby Witthuhn, presented a proposal from Erik Christiansen Design Group, LTD for a turn key installation with sprinklers, mains, laterals, central field satellites and logic pump at an estimated cost of \$1,861,500. By the end of 2012, if the City cannot extend the wide band frequency then the narrow band conversion would need to be completed at a cost of \$7,297.57. This has been designed into the new system. Staff would like direction on how to proceed with the irrigation system renovation project.

Alternatives

1. Do only the radio frequency at a cost of \$7,297.57. Consider the irrigation system as part of the 2014 Budget.
2. Proceed with total irrigation project and finance through a 15 year lease purchase agreement. The first payment would be due 2014 and would be incorporated into the proposed 2014 Proposed Budget.

Recommendation

Authorize the Golf Course Superintendent to finalize a contract for the Mayor's signature to be presented at a later meeting. Financing to be discussed once a contract has been negotiated.

Fiscal Note

Project will be constructed in the fall of 2013 with the first debt payment in 2014. The total estimated cost is \$1,861,500. The first annual lease payment of approximately \$138,000 would start February 2014 and end February 2028. Debt service payments would be made from the Bond & Interest fund annually which would be part of the calculation of the City's mill levy. The \$138,000 payment equates to 7/8 mill based on the 2013 City Assessed Valuation.



ERIK CHRISTIANSEN DESIGN GROUP, LTD.

IRRIGATION MEMORANDUM

EC Design Group, Ltd.
400 - 5th Street
West Des Moines, IA 50265
Phone: (515) 225-6365
Fax: (515) 225-6366

To: Toby Witthuhn **Copy:** **File:**

From: Erik Christiansen

Date: July 10, 2012

Subject: Buffalo Dunes Golf Course – Estimated Budgetary Irrigation Costs

Estimated Budgetary Irrigation Costs

Based on our preliminary design dated July 2012, the following are our irrigation estimates for the turn key installation of the Buffalo Dunes Golf Course project. All work performed by a qualified Irrigation Contractor.

- | | | |
|----|--|-----------------|
| 1. | Complete irrigation system with mains and laterals using (1,233) sprinklers as per plan | \$1,460,000.00 |
| 2. | Central control with (33) new field satellites and solar/wireless weather station | \$195,000.00 |
| 3. | Pump station logic with controls | \$ 16,500.00 |
| 4. | Frost free system | \$190,000.00 |
| | Total estimated turnkey irrigation installation with sprinklers, mains, laterals, central, field satellites and pump logic | \$1,861,500.00* |

→
optional

**Note: Estimated budget less any electrical costs associated with pump station.*



Professional Turf Products
 1010 North Industrial Boulevard
 Euless, TX 76039
 888-PRO-TURF // FAX: 817-785-1901



Quotation

Project Name		Date	10/4/2012
Customer	Buffalo Dunes Golf Course	Tax Rate	
Contact	Toby Witthuhn	Freight	
Address	P. O. Box 499	Corporate Account	No
City	Garden City, KS	Finance	No
State	KS	Submitted by:	
Zip	67846	This quote is for changing the base station and chips in the satellites to make the system FCC compliant and upgrade to todays communication protocol. Add \$750 if you would like us to do the change out.	
Telephone	(620) 276-1210		
Fax	(620) 276-1212		

Qty.	Part/Model #	Description	Unit Price	Extension
TORO@ - Control Systems				
1	NB-BS-01	STATION,BASE,NARROW BND RX/NARROW B	\$ 5,228.40	\$ 5,228.40
21	102-1758	POCSAG EPROM FOR RDR PRODUCTS	\$ 18.60	\$ 390.60
TORO@ - Control Systems				\$ 5,619.00
Misc.				
1	AA107T50BNC-15	Antenna Fiberglass 7 Db Grain 450-470 MHz includes: Mount, 50ft. SOFT cable with connectors, lightning arrestor (N male) with 6ft. Jumper to base station BNC, (Mounting Pole NOT included)	\$ 678.57	\$ 678.57
1	HHR1_Svy	HHRI Radio Frequency Survey (includes license)	\$ 1,000.00	\$ 1,000.00
Misc.				\$ 1,678.57

Summary	
TORO@ - Control Systems	\$ 5,619.00
Misc.	\$ 1,678.57
Total	\$ 7,297.57

- As a result of instability in the pipe and wire markets, please find the following conditions:
 - Pipe prices firm only on orders placed within 7 days and shipped within 30 days of original quote.
 - Wire prices firm only on orders placed within 7 days and shipped within 30 days of original quote.
- After 30 days all prices are subject to change without notice.
- It is the responsibility of the contractor to provide quantities and request pricing for specified materials only.
- Professional Turf Products assumes no liability for errors or omissions in product quantities or specifications.
- This quotation is the property of PTP. Unauthorized reproduction or transmission is strictly prohibited.

Returns Policy:

- We will work with the manufacturers to aid in the return of unused items at the end of the job.
- All returns are subject to restocking, refurbishing, and shipping fees as determined by the manufacturer's.
- This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.
- All returns must be able to be sold as new.
- Items such as ductile fittings that show visible rust may be non returnable or subject to re-dipping charges.
- Items missing parts, including gaskets, are non returnable.
- Incomplete spools of wire and wire which is faded is non returnable.
- Professional Turf Products will have sole discretion as to the resalable condition of the product.
- Pipe can not be returned.

Terms:

- 1. Terms are net 30 unless prior arrangements have been made and are stated in the comments section.**
- 2. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.**
- 3. Central Controller components will not be shipped on past due accounts.**
- 4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.**

*** Denotes Special Order Items**

Compound Period: ^{Fixed} Semiannual

Nominal Annual Rate: 3.050%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/15/2013	1,675,000.00	1		
2 Payment	2/1/2014	137,739.78	15	Annual	2/1/2028

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	11/15/2013				1,675,000.00
2013 Totals		0.00	0.00	0.00	
1	2/1/2014	137,739.78	10,917.33	126,822.45	1,548,177.55
2014 Totals		137,739.78	10,917.33	126,822.45	
2	2/1/2015	137,739.78	47,579.46	90,160.32	1,458,017.23
2015 Totals		137,739.78	47,579.46	90,160.32	
3	2/1/2016	137,739.78	44,808.61	92,931.17	1,365,086.06
2016 Totals		137,739.78	44,808.61	92,931.17	
4	2/1/2017	137,739.78	41,952.59	95,787.19	1,269,298.87
2017 Totals		137,739.78	41,952.59	95,787.19	
5	2/1/2018	137,739.78	39,008.81	98,730.97	1,170,567.90
2018 Totals		137,739.78	39,008.81	98,730.97	
6	2/1/2019	137,739.78	35,974.55	101,765.23	1,068,802.67
2019 Totals		137,739.78	35,974.55	101,765.23	
7	2/1/2020	137,739.78	32,847.04	104,892.74	963,909.93
2020 Totals		137,739.78	32,847.04	104,892.74	
8	2/1/2021	137,739.78	29,623.42	108,116.36	855,793.57
2021 Totals		137,739.78	29,623.42	108,116.36	
9	2/1/2022	137,739.78	26,300.73	111,439.05	744,354.52
2022 Totals		137,739.78	26,300.73	111,439.05	
10	2/1/2023	137,739.78	22,875.92	114,863.86	629,490.66
2023 Totals		137,739.78	22,875.92	114,863.86	

11	2/1/2024	137,739.78	19,345.86	118,393.92	511,096.74
2024 Totals		137,739.78	19,345.86	118,393.92	
12	2/1/2025	137,739.78	15,707.31	122,032.47	389,064.27
2025 Totals		137,739.78	15,707.31	122,032.47	
13	2/1/2026	137,739.78	11,956.94	125,782.84	263,281.43
2026 Totals		137,739.78	11,956.94	125,782.84	
14	2/1/2027	137,739.78	8,091.31	129,648.47	133,632.96
2027 Totals		137,739.78	8,091.31	129,648.47	
15	2/1/2028	137,739.78	4,106.82	133,632.96	0.00
2028 Totals		137,739.78	4,106.82	133,632.96	
Grand Totals		2,066,096.70	391,096.70	1,675,000.00	

Last interest amount decreased by 0.06 due to rounding.

Downtown Reinvestment Statistics

As of 9/30/12

Private Reinvestment: \$4,002,315

2004-05	\$538,908
2005-06	\$345,674
2006-07	\$379,653
2007-08	\$681,183
2008-09	\$370,796
2009-10	\$314,823
2010-11	\$324,143
2011-12	\$900,202
2012-13	\$146,933

Public Reinvestment: \$1,830,563

2004-05	\$182,240
2005-06	\$420,869
2006-07	\$596,965
2007-08	\$ 46,550
2008-09	\$ 2,200
2009-10	\$435,437
2010-11	\$ 18,900
2011-12	\$ 99,536
2012-13	\$ 28,766

Volunteer Hours: 27,663

2004-05	3,639
2005-06	3,065
2006-07	3,702
2007-08	3,187
2008-09	2,965
2009-10	3,283
2010-11	2,765
2011-12	3,264

Average Per Year: 3,457.88

Average Per Month: 288.16

2012-13 1,793

Volunteer Contribution in Dollars: \$512,776.65

2004-05	\$62,545.82	
2005-06	\$53,790.75	
2006-07	\$64,970.10	
2007-08	\$55,931.85	
2008-09	\$52,035.75	Average Per Month: \$5,341.42
2009-10	\$57,616.65	
2010-11	\$48,525.75	
2011-12	\$57,283.20	
2012-13	\$60,076.78	

New Businesses/New Jobs (86/216.5)

2004-05	9/19
2005-06	12/28.5
2006-07	7/16.5
2007-08	19/54.5
2008-09	10/25
2009-10	10/30.5
2010-11	7/17.5
2010-12	11/20
2012-13	1/5

Business Closings/Lost Jobs (33/63)

2004-05	5/8.5
2005-06	7/12.5
2006-07	3/6
2007-08	7/18
2008-09	4/6.5
2009-10	0/0
2010-11	3/4
2011-12	3/6.5
2012-13	1/1

2004-2012

86 New Businesses	215.5 Jobs Created
- <u>33</u> Business Closings	- <u>63.0</u> Lost Jobs
53 Net Gain	153.5 Net Gain

Number of Incentives Without Walls Granted: 28**Amount Awarded in IWWs: \$181,265.62****Amount Matched with IWWs: \$920,705.19****Average IWW Match: 5.08 to 1****Average IWW Loan: \$6,473.77****Second Story Residentials Since 2004: 11**

Domary Bldg.	1
Keller Bldg.	2
Warren Bldg.	2
Hubris Bldg.	1
Chino Bldg.	1
Kinder Bldg.	3
Thummel Bldg.	1

Number of Kansas Main Street Awards Since 2005: 31

Kansas Main Street

Quarterly Economic Report for GC Downtown Vision

Quarter Ending: September 30, 2012

Garden City Downtown Vision

Executive Director: Beverly Schmitz Glass, PhD

Private Reinvestment \$120,533.00

Public Reinvestment \$25,284.00

Volunteers Hours (1,381) ** \$22,964.18

Total Quarterly Reinvestment \$168,781.18

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1. FACADE RENOVATIONS

Name	Address	Amount Invested	Source of Funds
Illusions Hair Salon	414 N. Main Street	\$13,500.00	Private
STAGE	407 N. Main Street	\$40,000.00	Private
Corner on Main	324 N. Main	\$1,033.00	Private

TOTAL \$54,533.00

2. OTHER BUILDING REHABILITATION PROJECTS AND NEW CONSTRUCTION

Name	Address	Amount Invested	Source of Funds
The Bike Rack	207 N. Main Street	\$19,000.00	Private
The Thummel Building	112 E. Chestnut Street	\$22,000.00	Private
Lorie's Alterations	406 N. Main Street	\$25,000.00	Private

TOTAL \$66,000.00

Consent Agenda



Memo

To: Garden City Commission
From: Kaleb Kentner
CC: File
Date: October 4, 2012
Re: GC2012-066, Preliminary & Final Plat for Pioneer Road Estates

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

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

Background: At the request of GC Residential Builders, LLC, the Planning Commission is asked to review and consider the Preliminary Plat for the property located at approximately 3002 N. Campus Dr., Garden City, KS. The applicant has been working with staff regarding this project requirements.

On August 16, 2012, the Planning Commission approved a preliminary plat and rezoning of the property. The applicant has amended the Preliminary Plat to meet the Garden City Zoning and Subdivision Regulations. The applicant is also submitting a Final Plat for approval.

The applicant is acquiring approximately eleven (10.988) acres of land from USD 457, and has rezone the property to build single family dwelling units on the northern portion and multiple family dwelling units on the south side of the property.

- The applicant is proposing to plat 17 lots for Single Family Residential (SFR) units on the northern portion of the property, and 13 lots for Multiple Family (Duplex) Residential (MFR) units on the southern portion of the property.
- The setback will be required as follows: for Block 1 – 25' (house) / 35' (garage) setback for SFR lots and for Block 2 a 30' setback for MFR lots. The applicant was granted a 10' front yard setback variance for Lots 1, 2, 11 & 13, Block 2, provided that a no access easement be placed on the lots to prevent access from Explorer Street and Pioneer Road respectively.
- The streets will 40' wide from Back-of-Curb to Back-of-Curb.
- Pioneer Rd will have a 10' sidewalk/trail along the south side and a 5' sidewalk along the north side, providing a 60' ROW dedication.
- The connecting streets to the property on the south will have 5' sidewalks on both sides, providing a 60' ROW dedication.
- There will be no vehicular access onto the Explorer Street from Lots 1 & 2, Block 2, and onto Pioneer Road from Lots 11 & 13, Block 2
- There will be no vehicular access onto Campus Drive for Lot 1 of Block 1, and Lot 1 of Block 2.
- There will be 20' alley ROW dedications on the north and east sides of Block 1, and on the south and east sides of Block 2.
- Storm drainage will run on the south side of the property, or along Pioneer Road as determined by the engineer.
- The preliminary plat shows the flood areas as depicted on the September 2009 FIRM.
- The new development does not show open space dedication. The applicant 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**)
- The applicant shall meet or exceed the subdivision regulations and the city engineer standard requirements.

Recommendation: Staff recommends approval of the preliminary and final plat contingent upon approval of a development agreement.

Planning Commission: Recommends approval (18/Oct/2012)

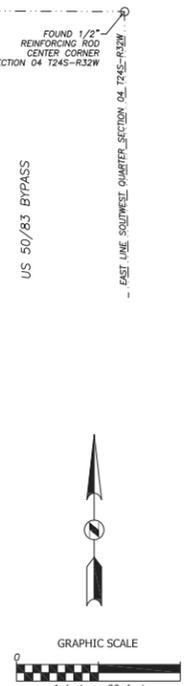
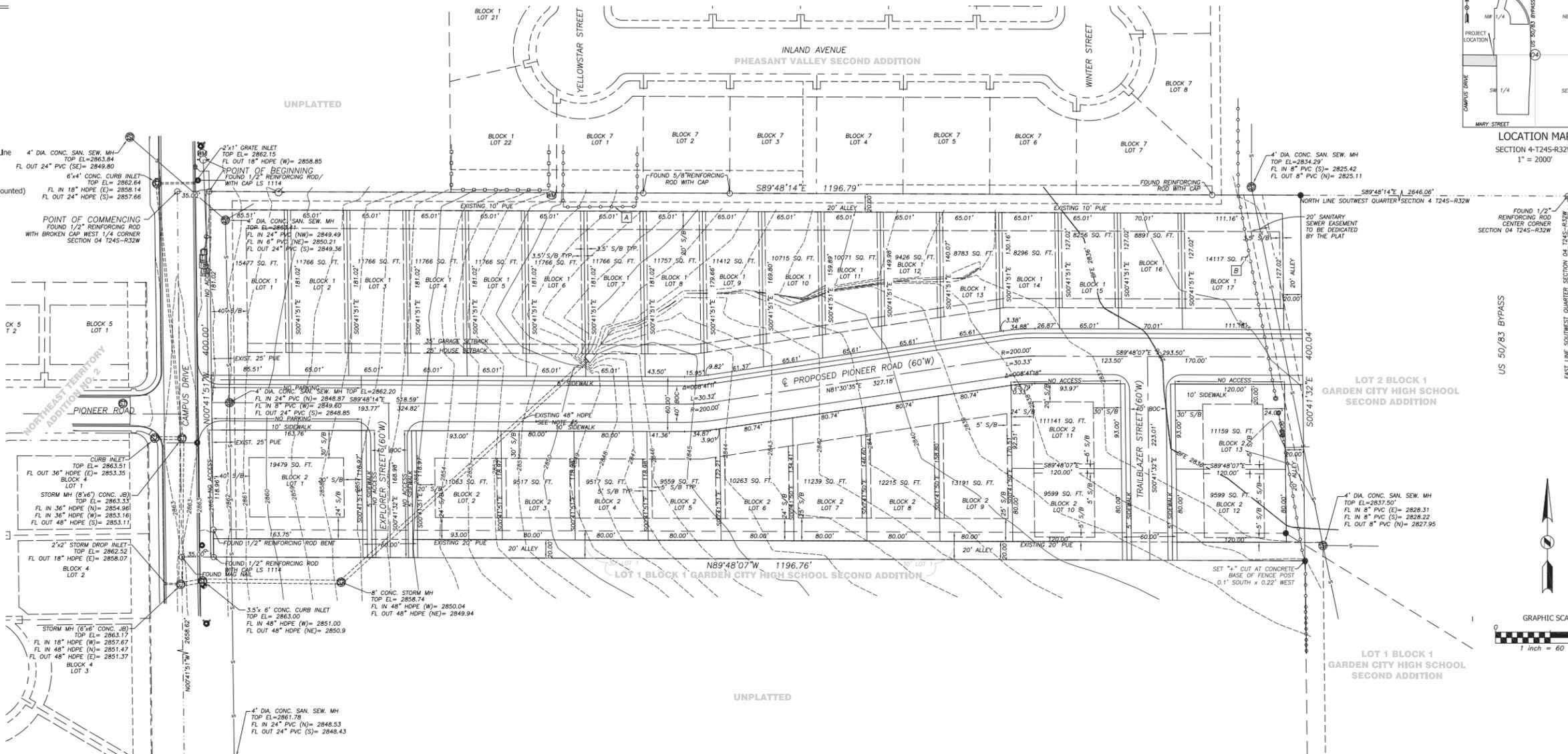
Present- 6
 Yea- 6
 Nay- 0

PRELIMINARY PLAT OF
PIONEER ROAD ESTATES

A REPLAT OF PART OF LOT 1 BLOCK 1 AND PART OF LOT 2, BLOCK 1, GARDEN CITY HIGH SCHOOL SECOND ADDITION
LOCATED IN THE SW 1/4 SECTION 4, T24S-R32W OF THE 6TH P.M., IN GARDEN CITY, FINNEY CO., KANSAS

LEGEND

- Set Monument (1/2" Reinforcing Rod w/cap: KS CLS 175) unless otherwise noted
- Found Monument
- ⊕ Benchmark
- Overhead Utility Lines
- Utility Pole
- Water Line
- Water Valve
- ⊕ Fire Hydrant
- ⊕ Water Meter
- Underground Telephone Line
- ⊕ Telephone Pedestal
- ⊕ Telephone Access Vault
- ⊕ Telephone Access Box (Mounted)
- Sanitary Sewer Line
- ⊕ Sanitary Sewer Manhole
- PVC Polyvinyl Chloride Pipe
- Storm Sewer Line
- ⊕ Storm Sewer Manhole
- ⊕ Curb Inlet
- ⊕ Grate Inlet
- Chain Link Fence
- Wood Fence
- Gate Post
- Single Pole Sign
- ⊕ Mailbox
- ⊕ Center Line
- PUE Utility Easement
- SQ. FT. Square Feet
- Not To Scale
- S/B Set Back
- BOC Back of Curb



PROPOSED PLAT DESCRIPTION
A tract of land in the Southwest Quarter of Section 04, Township 24 South, Range 32 West of the 6th Principal Meridian in Garden City, Finney County, Kansas being more particularly described as follows:

Commencing at the West Quarter corner of Section 04 being monumented by a found half inch reinforcing rod with a broken cap;

Thence South 89° 48' 14" East 35.00 feet on the North line of the Southwest Quarter of said Section 04 to a point on the East right of way of Campus Drive, as now established, said point being monumented by a found half inch reinforcing rod with LS 1114 cap, and also being the Point of Beginning of the herein described tract;

Thence continuing South 89° 48' 14" East 1196.79 feet on the North line of the Southwest Quarter of said Section 04 to the intersection of the Northerly prolongation of the Westerly line of Lot 1, Block 1 of Garden City High School Second Addition, filed for record May 21, 2009 in Finney County, Kansas and recorded in envelope number 467 A and B, said point being monumented by a set half inch reinforcing rod with KS CLS 175 cap;

Thence South 00° 41' 51" East 400.04 feet on said prolongation to a point at the intersection of the Southerly line of said Lot 1, Block 1, as shown on said Garden City High School Second Addition, said point being monumented by a set "x" in concrete;

Thence North 89° 48' 07" West 1196.76 feet on the Southerly line of said Lot 1, Block 1 to a point on the East right of way of said Campus Drive said point being monumented by a found half inch reinforcing rod with LS 1114 cap;

Thence North 00° 41' 51" West 30.00 feet on the West line of Lot 1 and the East right of way of said Campus Drive to a point at the most Northeasterly corner of said Lot 1, Block 1, said point being monumented by a reset half inch reinforcing rod with KS CLS 175 cap;

Thence continuing North 00° 41' 51" West 370.00 feet on the West line of Lot 2 and the East right of way of said Campus Drive to the Point of Beginning.

Containing 478,672.81 square feet or 10.9888 acres.

SURVEYOR'S NOTES
1. No Title Report was provided by client for this survey. Any easements shown are due to the fact that this surveyor had prior knowledge of them. This surveyor has made no search at the county Register of Deeds office or searched court documents for easements, encumbrances, condemnations or court decrees that may affect this property. If any other easements affect this property they are not shown and their existence is unknown to this surveyor.

2. The platted easements and setback shown on the final plat of Garden City High School Second Addition have been shown hereon.

UTILITY NOTES
1. No "dry" underground utilities were located for this survey. Underground utilities may exist at this site that are not shown hereon. It is the excavator's responsibility to have any utilities located before digging.

2. The storm and sanitary lines shown hereon were derived by inspection of the structures that occur at the intersection points of the lines and compared with the controlling jurisdiction's maps (if available). If other pipes connect to these lines between the structures, their locations and flowlines are unknown.

GENERAL NOTES
1. Basis of Bearings: South 89° 48' 14" East along the North line of the Southwest Quarter Section 04 T24S-R32W as shown on the recorded plat of Garden City High School Second Addition recorded May 21, 2009, and filed in envelope number 467 A and B.

2. This Tract contains 478,672.81 square feet or 10.9888 acres.

3. Contours are shown at one foot intervals.

4. **Zoning:**
Subject Boundary currently zoned as PF (Public Facilities District).
Proposed R1 (Single Family Residential) Zoning for Block 1, Lots 1-17.
Proposed R3 (Limited Multiple Family Residential) Zoning for Block 2, Lots 1-13.

5. Storm drainage to run on the South side of the subject boundary, or along Pioneer Road as determined by engineering. Easement may be required on South adjoining unplatted parcel.

6. Proposed 20' Alleys shown hereon shall be dedicated by plat.

7. Proposed 60' Street shown hereon shall be dedicated by plat.

FLOOD STATEMENT
The subject property lies within Other Areas Flood Zone X (Areas determined to be outside 500-year flood-plain), as shown on the City of Garden City, Kansas Flood Insurance Rate Map (F.I.R.M.).
Map Number: 205186 0005 D
Panel No: 1 of 1
Map Revised Date: September 09, 1997 (There may be 2009 revision)
NOTE: This statement is provided for informational purposes only and shall in no way constitute a basis for a flood certificate. No field work was performed to establish the boundaries of this zone. The information was derived by scaling the subject property on the above referenced map.

The Base Flood Elevation (BFE) as shown on the Final Plat of Garden City High School Second Addition is at existing contour interval 2836 shown hereon.

STATEMENT OF POSSIBLE ENCROACHMENTS
A) Apparent Southerly encroachment of 15.00' of chainlink fence over the North line of Block 1, Lots 6 and 7.

B) Apparent encroachment of chainlink fence along the Easterly portion of subject boundary.

OWNER/DEVELOPER
GC Residential Builders, LLC
4740 Roanoke, Suite 302
Kansas City, Missouri 64112

SURVEYOR
BHC Rhodes
901 N. 8th Street, Suite 100
Kansas City, Kansas 66101
(913) 371-5300

Rev.	Date	Description	Drawn	Checked

Client: GC RESIDENTIAL BUILDERS, LLC
4740 ROANOKE, SUITE 302
KANSAS CITY, MO 64112

Project: REPLAT OF PART OF LOT 1 BLOCK 1 AND PART OF LOT 2 BLOCK 1 GARDEN CITY HIGH SCHOOL 2ND ADDITION GARDEN CITY, KANSAS SW QUARTER SEC 4 T24S - R32W 6TH PM

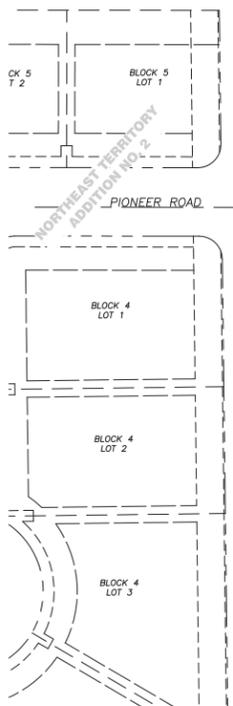
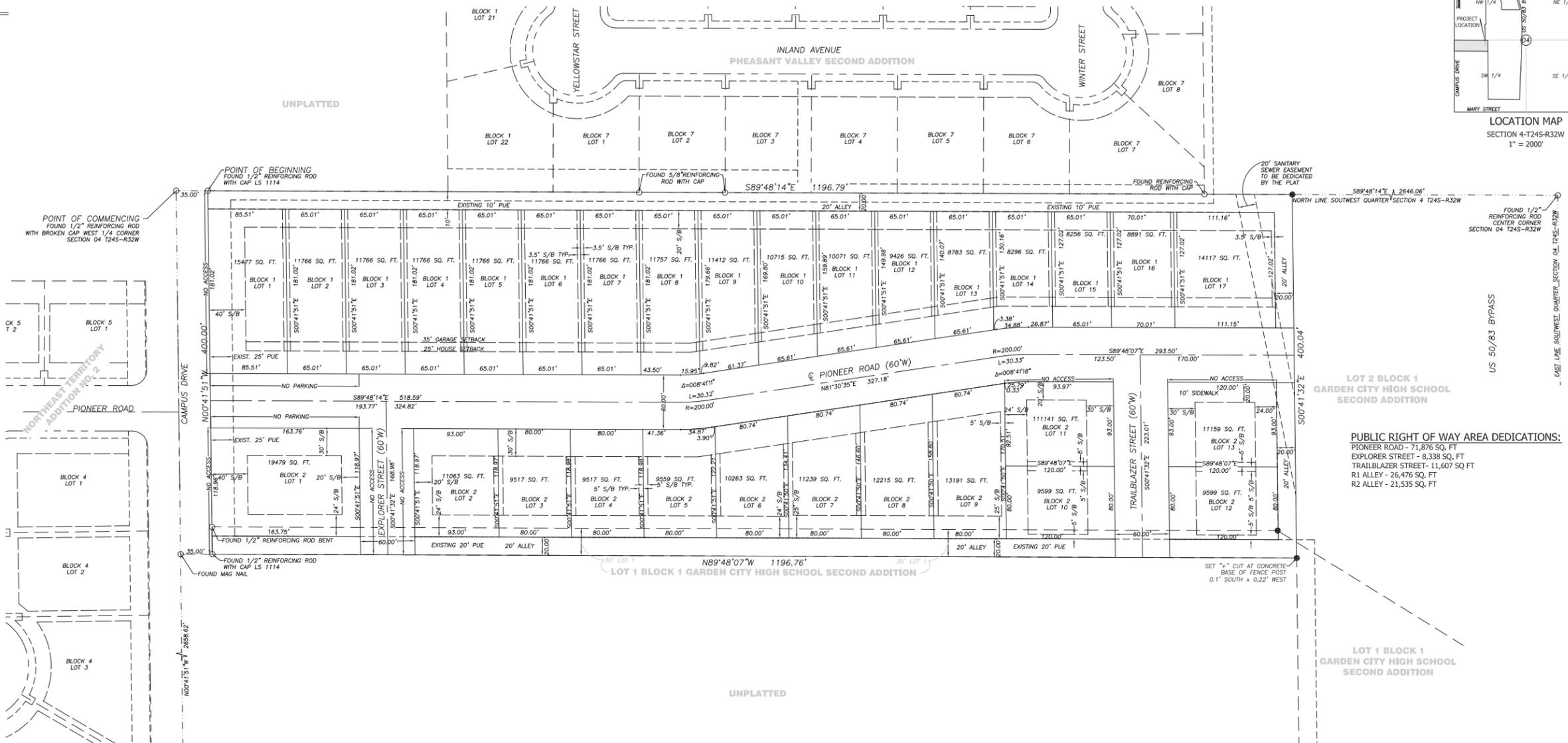
Drawn By: MSF
Project No: 017150
Field Date: 07/28/2012
Issue Date: 10/18/2012
Sheet: 1 OF 1

Elevation: 2862.98

**FINAL PLAT OF
PIONEER ROAD ESTATES**
A REPLAT OF PART OF LOT 1 BLOCK 1 AND PART OF LOT 2, BLOCK 1, GARDEN CITY HIGH SCHOOL SECOND ADDITION
LOCATED IN THE SW 1/4 SECTION 4, T24S-R32W OF THE 6TH P.M., IN GARDEN CITY, FINNEY CO., KANSAS



- LEGEND**
- Set Monument (1/2" Reinforcing Rod w/cap: KS CLS 175) unless otherwise noted
 - Found Monument
 - ⊕ Center Line
 - PUE Utility Easement
 - sq. ft. Square Feet
 - S/B Set Back
 - /- Not To Scale



SUBDIVISION BOUNDARY DESCRIPTION
A tract of land in the Southwest Quarter of Section 04, Township 24 South, Range 32 West of the 6th Principal Meridian in Garden City, Finney County, Kansas being more particularly described as follows:

Commencing at the West Quarter corner of Section 04 being monumented by a found half inch reinforcing rod with a broken cap;

Thence South 89° 48' 14" East 35.00 feet on the North line of the Southwest Quarter of said Section 04 to a point on the East right of way of Campus Drive, as now established, said point being monumented by a found half inch reinforcing rod with LS 1114 cap, and also being the Point of Beginning of the herein described tract;

Thence continuing South 89° 48' 14" East 1196.79 feet on the North line of the Southwest Quarter of said Section 04 to a point being the Intersection of the Northerly prolongation of the Westerly line of Lot 1, Block 1 of Garden City High School Second Addition, filed for record May 21, 2009 in Finney County, Kansas and recorded in envelope number 467 A and B, said point being monumented by a set half inch reinforcing rod with KS CLS 175 cap;

Thence South 00° 41' 32" East 400.04 feet on said prolongation to a point at the Intersection of the Southerly line of said Lot 1, Block 1, as shown on said Garden City High School Second Addition, said point being monumented by a set "4" in concrete;

Thence North 89° 48' 07" West 1196.76 feet on the Southerly line of said Lot 1, Block 1 to a point on the East right of way of said Campus Drive said point being monumented by a found half inch reinforcing rod with LS 1114 cap;

Thence North 00° 41' 51" West 30.00 feet on the West line of Lot 1 and the East right of way of said Campus Drive to a point at the most northeasterly corner of said Lot 1, Block 1, said point being monumented by a reset half inch reinforcing rod with KS CLS 175 cap;

Thence continuing North 00° 41' 51" West 370.00 feet on the West line of Lot 2 and the East right of way of said Campus Drive to the Point of Beginning.

Containing 478,672.81 square feet or 10.9888 acres.
Precision 1: 15967940.000

CERTIFICATION AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS: that GC Residential Builders, LLC, is the owner of the land included within the plat shown hereon, that I am the only person whose consent is necessary to pass clear title to said land and I hereby consent to the making and recording of said plat and I hereby dedicate to the public for use as such the public roadways and public utility easements as shown on said plat and included in the above described premises:
IN WITNESS WHEREOF this dedication is executed the ___ day of September, 2012

Ross Vogel
4740 Roanoke, suite 302, Kansas City, MO 64112

NOTARY'S CERTIFICATE
State of Kansas)
County of Finney)
Subscribed and sworn before me this ___ day of September, 2012

Notary Public:

SURVEYOR'S CERTIFICATE
This is to certify that the survey and monumentation of the above described land division was made under my direction and supervision and is accurately represented on the plat.



CERTIFICATION BY THE COUNTY SURVEYOR
This map has been examined this ___ day of ___, 20___, for compliance with the requirements of the Act Concerning Land Surveys in the State of Kansas.

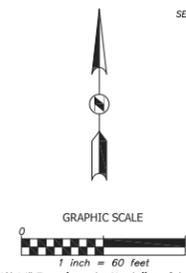
County Surveyor: Finney County, Kansas

HOLCOMB GARDEN CITY-FINNEY COUNTY AREA PLANNING COMMISSION
This plat of ___ addition has been submitted to and approved by the Holcomb-Garden City-Finney county Area Planning Commission this ___ day of ___, 20___.

Chairman _____
Secretary _____

CITY OF GARDEN CITY
These rights-of-ways and easements accepted by the Governing Body of the City of Garden City, Kansas, as shown on said plat, are hereby dedicated this ___ day of ___, 20___.

(SEAL) _____ Mayor
ATTEST: _____ City Clerk



Basis of Bearings: South 89° 48' 14" East along the North line of the Southwest Quarter Section 04 T24S-R32W as shown on the recorded plat of Garden City High School Second Addition recorded May 21, 2009, and filed in envelope number 467 A and B.

Rev.	Date	Description	Drawn	Checked

Client:	GC RESIDENTIAL BUILDERS, LLC ROSS VOGEL 4740 ROANOKE, SUITE 302 KANSAS CITY, MO 64112
Project:	REPLAT OF PART OF LOT 1 BLOCK 1 AND PART OF LOT 2 BLOCK 1 GARDEN CITY HIGH SCHOOL 2ND ADDITION GARDEN CITY, KANSAS SW QUARTER SEC 4 T24S - R32W 6TH PM
Drawn By:	MSF
Project No:	017150
Field Date:	07/28/2012
Issue Date:	10/18/2012
Sheet:	1 OF 1

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made by and between the City of Garden City, ("**Grantee**"), 301 N. 8th, P. O. Box 998, Garden City, Kansas 67846-0998 and Kansas Housing Resources Corporation, 611 South Kansas Avenue, Suite 300, Topeka, Kansas 66603 ("**KHRC**") this 10th day of October, 2012.

WHEREAS, KHRC is a public corporation that administers Federal and State housing programs, as well as the State Housing Trust Fund ("**SHTF**") which is used for funding housing programs and services.

WHEREAS, the Kansas Legislature passed and the Governor signed 2012 House Substitute for Senate Bill No. 294 ("**Bill**") which provided \$2 million for the State Housing Trust Fund ("**SHTF**") to be used for the purpose of loans or grants to cities or counties for infrastructure or housing development in rural areas ("**Eligible Activities**").

WHEREAS, utilizing the funds provided under the Bill, KHRC issued a Kansas Moderate Income Housing ("**MIH**") Request for Proposal ("**RFP**") on July 18, 2012.

WHEREAS, Grantee requested MIH funds for proposed eligible activities by an application dated August 30, 2012, which is hereby incorporated by reference herein ("**Application**"), and which commitments and representations contained therein expressly remain a continuing obligation and responsibility of Grantee;

WHEREAS, KHRC's Loans and Grants Committee approved a grant totaling \$300,000 for Grantee's proposed eligible activities at its October 4, 2012 meeting;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Grant Funds**. KHRC hereby grants Grantee up to \$300,000 ("**Funds**") for Eligible Activities.
2. **Use of Grant Funds**. Grantee shall use the MIH Funds solely on the Eligible Activities proposed in Grantee's Application and approved by KHRC, and in accordance with the following allocation:
 - a. \$300,000 to assist in the construction of six duplex structures that will consist of two bedroom units with 1,047 square feet and three bedroom units with 1,158 square feet on a slab with a two car garage.
 - b. It is understood and agreed hereto that that an additional seven duplex structures with the same specifications and seventeen single family homes ranging in size from 1,090 square feet to 1,370 square feet with unfinished basements and a two car garage will also be constructed.

c. Construction shall begin by December 1, 2012 and be completed no later than December 31, 2013.

3. **Leverage Commitment.** In addition to the Funds provided by KHRC, Grantee shall provide leveraged funds in accordance with its representations in its Application towards the costs of the Eligible Activities.
4. **Disbursement of Grant Funds.** Grantee commits to use its usual procurement processes for bidding out each portion of the approved Eligible Activities. As development costs are incurred, Grantee may make a lump sum or partial payment request from KHRC, providing documentation of such costs, as well as evidence that the leverage commitment in Grantee's Application is being used in the funded Eligible Activities. Requests for payment shall be accompanied by supporting documentation and made to the attention of Fred Bentley or J.R. Behan, who may be reached as follows:

Fred Bentley, Rental Division Director
E-mail: fbentley@kshousingcorp.org
Phone: 785-296-3724

James R. Behan, Director of Operations
E-mail: jrbehan@kshousingcorp.org
Phone: 785-296-8609

KHRC reserves the right to request additional documentation prior to disbursement of MIH Funds.

5. **Compliance with Regulations.** Grantee shall ensure compliance with all MIH rules and restrictions, as stated in the Bill and the MIH RFP, as well as other governing laws, including the accessibility requirements of KSA 58-1401 *et seq.* and the 2006 International Energy Conservation Code or Energy Star Program. If Grantee is using the Funds for single family housing development or assistance, Grantee shall also enact and monitor a recapture provision as explained in the RFP. Prior to making any modifications to the approved Eligible Activities from Grantee's funding Application, Grantee commits to obtain written approval from KHRC.
6. **Program Income.** Grantee commits to use any income derived from or generated by the approved Eligible Activities, regardless of when the income is received, solely for housing purposes in accordance with the RFP.
7. **Reporting.** Grantee commits to submit monthly status reports to KHRC until all grant funds have been spent. The status report shall detail the use of grant funds, along with a self-assessment comparing that use with the proposed use from the Grantee's grant Application. Moreover, the status report shall contain

an evaluation of the approved Eligible Activities to date, the nature of and reasons for any changes in the activities, and an evaluation of the use of grant funds. Finally, when all grant funds have been used, Grantee shall provide a final accounting of the funds verified by an independent auditor, including the use of any income generated from the housing development activities, within 60 days of project completion.

8. **Compliance Monitoring.** By accepting the Funds, Grantee commits to reasonably cooperate with KHRC and the State of Kansas and provide KHRC and/or the State of Kansas, including the Division of Legislative Post Audit, with all requested records, reports, documents, and information, in whatever format, relating to this Agreement and use of Program funds. Grantee shall make requested information timely available in a form and manner acceptable to KHRC and/or the State of Kansas, as well as make its facilities and properties available for inspection on reasonable notice.
9. **Noncompliance.** Noncompliance with the MIH RFP, this Agreement, or other reasonable requirements of KHRC, shall result in penalties including but not limited to recapture of Funds and/or loss of eligibility for future funds.
10. **Rescission/Unavailability of Funds.** Grantee understands that the MIH RFP and Grantee's award is funded in whole or in part by State of Kansas funds provided through the Bill. In the unlikely event the State funds supporting this Agreement become unavailable, are reduced, or rescinded, KHRC may terminate or amend this Agreement without penalty and will not be obligated to pay the Grantee from any other sources, including KHRC, SHTF, or State of Kansas monies.
11. **Miscellaneous.** The descriptive headings of this Agreement are for convenience only and shall not be deemed to affect the meaning of any provision. This Agreement may be modified only by the mutual written agreement of the parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law. The failure of KHRC to exercise any of its rights or responsibilities under the Bill or this Agreement shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event. This Agreement constitutes the entire agreement of the parties and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers on the date first indicated.

CITY OF GARDEN CITY

By: _____
DAVID D. CRASE, MAYOR

KANSAS HOUSING RESOURCES CORPORATION

By: Dennis L. Mesa
DENNIS L. MESA, EXECUTIVE DIRECTOR

City of Garden City

Administrative Services Agreement

This Administrative Services Agreement (the Agreement) is made and entered into as of this 25th day of October, 2012, by and between City of Garden City (City of Garden City) and Surency Life & Health Insurance Company (Surency).

Background

Check applicable boxes and attach Schedules

For Cafeteria Plan. City of Garden City has requested Surency to provide administrative services for the following Component Benefits offered under an Internal Revenue Code § 125 Cafeteria Plan established by City of Garden City:

- Health Flexible Spending Arrangement (Health FSA) (Schedule A)
- Dependent Care Flexible Spending Account (DCFSA) (Schedule B)

For Health Reimbursement Arrangements (HRA). City of Garden City may request Surency to provide administrative services in the future for the Health Reimbursement Arrangement established under Revenue Ruling 2002-41 and Notice 2002-45.

For Health Savings Account Contribution Benefit (HSA Contribution Benefit). City of Garden City may request Surency to provide administrative services in the future for the Health Savings Account Contribution Benefit under Code § 223.

For Qualified Transportation Plan (QTP). City of Garden City may request Surency to provide administrative services for the Qualified Transportation Plan and/or Bicycle Commuting Expense Reimbursement Policy under Code § 132(f).

The Health FSA, DCFSA, and plans to which the COBRA and/or HIPAA portability administration applies will hereinafter be collectively referred to as the Program.

In consideration of the mutual promises and conditions contained in this Agreement, City of Garden City and Surency agree as follows:

Section 1 Effective Date and Term

Applies to All Services

1.1 Effective Date

The effective date of this Agreement is January 1, 2013 (Effective Date).

1.2 Term

The initial term shall be the 12 month period with said term commencing on the Effective Date. This Agreement will renew automatically for successive periods of 12 months unless this Agreement is terminated in accordance with the provisions of Section 11.

Section 2 Scope of Undertaking

Applies to All Services

2.1 Scope of Undertaking

City of Garden City has sole and final authority to control and manage the operation of the Program. Surency is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of City of Garden City. Surency and City of Garden City shall not be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor.

Surency does not assume any responsibility for the general policy design of the Program, the adequacy of its funding, or any act or omission or breach of duty by City of Garden City. Surency shall not in any way be deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Program. Surency generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by City of Garden City under the Program.

Except as otherwise expressly set forth herein, nothing herein shall be deemed to constitute Surency as a party to the Program or to confer upon Surency any authority or control respecting management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program. Nothing in this Agreement shall be deemed to impose upon Surency any obligation to any employee of City of Garden City or any person who is participating in the Program (Participant).

2.2 Non-Discretionary Duties

Except as otherwise expressly set forth herein, the services to be performed by Surency under this Agreement shall be ministerial in nature and will generally be performed in accordance with the terms of the Component Benefits established by City of Garden City.

Section 3
City of Garden City's Responsibilities

Applies to All Services

3.1 Funding

City of Garden City shall promptly fund an account maintained for the payment of Program benefits as described in Section 7.

3.2 Information to Surency

Upon request, City of Garden City agrees to provide Surency with information necessary for Surency's performance of duties and obligations under this Agreement, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits. Surency shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of City of Garden City or its agents. Such information shall be provided to Surency in the time and in the manner agreed to by City of Garden City and Surency. Surency shall have no responsibility with regard to benefits paid in error due to City of Garden City's failure to timely update such information.

City of Garden City also agrees to provide Surency with frequent updated reports summarizing eligibility data (Eligibility Reports). Eligibility Reports are not required to be made available more frequently than once a month. Unless otherwise agreed by City of Garden City and Surency, the Eligibility Reports should be provided to Surency by electronic medium. The Eligibility Reports shall specify the effective date for each Participant who is added to or terminated from participation in the Program.

City of Garden City shall be responsible for ensuring the accuracy of its Eligibility Reports, and bears the burden of proof in any dispute with Surency relating to the accuracy of any Eligibility Reports.

Surency incurs no liability to City of Garden City or any Participant as a consequence of an inaccurate Eligibility Report. Additionally, Surency is under no obligation to credit City of Garden City for any claims expenses or administrative fees incurred or paid to Surency as a consequence of City of Garden City failing to review Eligibility Reports for accuracy.

Surency shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of such information. Eligibility Reports are considered Protected Health Information (PHI) and, when transmitted by or maintained in electronic media shall be considered electronic PHI, and subject to the Privacy and Security Rules under HIPAA, and Section 5 of this Agreement.

3.3 Plan Documents

City of Garden City is responsible for the Program's compliance with all applicable federal and state laws and regulations and shall provide Surency with all relevant documents, including but not limited to, the Program documents and any Program amendments. City of Garden City will notify Surency of any changes to the Program at least 30 days before the effective date of such changes.

Surency may provide sample plan documents and forms for review by City of Garden City and City of Garden City's legal counsel, including plan document/summary plan description, election forms and other documents. Surency will customize such documentation only to the extent to incorporate City of Garden City's responses to certain plan design questions submitted by Surency. In addition, Surency will provide sample document changes to reflect revisions in applicable legislation or regulations. Although Surency has taken steps to ensure that its sample documents and forms are of high quality and generally comply with the applicable laws, it cannot be aware of all of the facts and circumstances that may apply to City of Garden City or the Program.

City of Garden City acknowledges that Surency is not providing tax or legal advice and that City of Garden City should ask its legal counsel to review such documents for legal and tax compliance. City of Garden City bears sole responsibility for determining the legal and tax status of the Program. Further, Surency is not a law firm and has no authority to provide legal advice.

3.4 Liability for Claims

City of Garden City is responsible for payment of claims made pursuant to, and the benefits to be provided by, the Program. Surency does not insure or underwrite the liability of City of Garden City under the Program. Except for expenses specifically assumed by Surency in this Agreement, City of Garden City is responsible for all expenses incident to the Program.

3.5 Financial and Medical Records

In order to permit City of Garden City and/or Surency to perform their obligations under this Agreement, personal financial records or medical records may be requested. If required by law or regulation, City of Garden City must either, in accordance with applicable state and federal law:

- Notify each Participant and provide each Participant an opportunity to opt out (if required); or
- Obtain from each Participant written authorization for release of the requested records.

3.6 HIPAA Privacy

City of Garden City shall provide Surency with the following documents, where required or applicable:

- Notice of Privacy Practices;
- Any subsequent changes to the Notice of Privacy Practices;
- Certification that City of Garden City amended the plan document as regulated by the Privacy Rule to permit disclosure of PHI to City of Garden City for plan administrative purposes;
- Certification that City of Garden City agrees to the conditions set forth in the plan amendment;
- Copies of any authorizations of Participants or beneficiaries to use or disclose PHI (and any later changes to or revocations of such authorizations);
- Notice of any restriction on the use or disclosure of PHI that City of Garden City agrees to under the Privacy Rule; and
- Notice of any requests that communications be sent to a Participant or beneficiary by an alternative means or at an alternative location that City of Garden City agrees to under the Privacy Rule.

City of Garden City shall not request Surency to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rules if done by City of Garden City, except that Surency may use or disclose PHI for purposes of Data Aggregation and the management and administrative activities of Surency, as provided in Section 5 of this Agreement.

Section 4 Surency's Responsibilities

Sections 4.1 through 4.3 Apply to All Services

Sections 4.4 to 4.13 Apply to All Services, except COBRA and HIPAA Portability Administration

4.1 Delegated Responsibilities

Surency's responsibilities shall be as expressly delegated to Surency in this Agreement (including the obligations listed in any Schedule to this Agreement) or any other written and signed Agreement between City of Garden City and Surency. Surency generally provides certain reimbursement and recordkeeping services, as described further below. Surency agrees to administer City of Garden City's Component Benefits in accordance with the Plan Document, this Agreement, including Section 7 below, and current applicable state laws and regulations.

4.2 Service Delivery

Surency agrees to provide customer service personnel by telephone during Surency's normal business hours. Surency also agrees to provide electronic administrative services 24 hours per day, 7 days per week, with reasonable allowance for downtime for maintenance and upgrading of electronic administrative systems.

Surency will not be deemed in default of this Agreement, nor held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, acts of God, labor controversy, civil disturbance, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

4.3 Service Levels

Surency agrees to provide specific service levels in the performance of the administration of Program benefits as set forth within Exhibit A.

4.4 Benefits Payment

Surency agrees to, on behalf of City of Garden City, operate under the express terms of this Agreement and the Program. Surency makes the initial determination if persons covered by the Program (as described in the Eligibility Reports) are entitled to benefits requested under the Program and shall pay Program benefits to Participants in its usual and customary manner as set forth in this Section 4.

City of Garden City agrees that:

- Surency has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration;
- City of Garden City will be responsible for processing Prior Reimbursement Requests (including any run-out claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements; and
- City of Garden City shall indemnify and hold Surency harmless for any liability relating to Prior Reimbursement Requests and Prior Administration.

4.5 Reporting

Surency agrees to make available to City of Garden City each month via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts during the preceding month.

For those Program benefits subject to HIPAA, City of Garden City must provide certification that the plan document requires City of Garden City to comply with applicable Privacy and Security Rules under HIPAA before Surency will make available the reports provided for in this Section to City of Garden City. Surency agrees to also make available to Participants each month via electronic medium a report showing their individual payment history and status of claims and the amounts and transactions in their individual accounts during the preceding month.

For those Program benefits subject to HIPAA, City of Garden City is responsible for ensuring that any beneficiary of the Participant who submits a claim agrees to the disclosure of PHI to the Participant, if required by the Privacy Rule.

4.6 Claims Appeals

Surency agrees to refer to City of Garden City or its designee, Plan Administrator, and/or Named Fiduciary for the following:

- The second and final level of appeal of an adverse benefit determination; and
- Any class of claims City of Garden City may specify, including:
 - Questions of eligibility or entitlement of the claimant for coverage under the Program;
 - Questions with respect to the amount due; or
 - Any other appeal.

4.7 Forfeited Funds

Any unclaimed benefit payments (e.g. uncashed benefit checks) are deemed forfeited.

- Upon approval of City of Garden City, Surency may use forfeited funds to offset reasonable administrative expenses. (*City of Garden City initial if applicable: _____*)

or,

- Upon approval of City of Garden City, Surency shall tender any remaining forfeited funds (after payment of administrative expenses) to the state unclaimed property fund. (*City of Garden City initial if applicable: _____*)

4.8 Additional Documents

If City of Garden City requires, and City of Garden City and Surency mutually agree upon payment of applicable service charges, then Surency shall furnish City of Garden City:

- Sample documents for review by City of Garden City with its legal counsel, for creation of customized documentation for the Program to be approved and executed by City of Garden City, including board resolution, summary plan description, plan document and plan amendments; and
- Sample administrative forms needed for Surency to perform its duties under this Agreement.

4.9 Communication

Surency may agree to provide consulting services for and development of certain communication information, including but not limited to collateral materials and other notices.

4.10 Recordkeeping

Surency agrees to maintain for the duration of this Agreement the usual and customary books, records, and documents Surency has prepared or received possession in the performance of its duties hereunder. These books, records, and documents, including electronic versions, are the property of City of Garden City, and City of Garden City has the right of continuing access to them during normal business hours at Surency's offices with reasonable prior notice. If this Agreement terminates, Surency may deliver, or at City of Garden City's request, will deliver all such books, records, and documents to City of Garden City, subject to Surency's right to retain copies of any records it deems appropriate. City of Garden City shall be required to pay Surency reasonable charges for transportation or duplication of such records.

4.11 Standard of Care; Erroneous Payments

Surency shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If Surency makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, Surency shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, Surency will not be liable for such payment, unless Surency would otherwise be liable under another provision of this Agreement.

Surency owes a duty of care only to City of Garden City, which duty is one of reasonable care under the attendant circumstances. Surency is not liable for any mistake of judgment or for any action taken in good faith unless such mistake or action results in a breach of such duty of care.

4.12 Notices to City of Garden City

Surency shall provide to City of Garden City all notices (including any required opt-out notice) reflective of its privacy policies and practices as required by state and/or federal law (including the Gramm-Leach-Bliley Act).

Section 5
Compliance with Privacy and Security Rules Under HIPAA

Applies to All Services, except DCFSA

5.1 Compliance with Privacy and Security Rules Under HIPAA

Contemporaneously with this Agreement, City of Garden City and Surency have entered into a Business Associate Agreement pursuant to HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

Section 6
Compliance with the Patient Protection & Affordable Care Act

6.1 Compliance with the Patient Protection & Affordable Care Act

Surency agrees to administer City of Garden City's Component Benefits in accordance with the Plan Document, this Agreement and current applicable state laws and regulations.

Both parties agree to act in good faith to comply with the requirements of a recent federal law entitled the Patient Protection & Affordable Care Act (PPACA). However, the regulations and other guidance under PPACA are interim, or in some cases, not yet promulgated.

City of Garden City reserves the right to amend the Program documents, retroactively if deemed necessary, to comply with PPACA and the regulations and other guidance promulgated thereunder.

Surency reserves the right to amend its provided services, if deemed necessary, to comply with PPACA and the regulations and other guidance promulgated thereunder.

Section 7
Payment of Benefits and Funding Responsibility

Applies to Health FSA and DCFSA

7.1 Payment of Benefits

City of Garden City authorizes Surency to pay Program benefits by checks written (or other draft payment or debit) on a bank account established and maintained in the name of City of Garden City or City of Garden City will provide Surency access to a City of Garden City account for the payment of said benefits consistent with any banking agreements. Each day or at such other interval as mutually agreed upon, Surency will notify City of Garden City of the amount needed to pay approved benefit claims and City of Garden City shall pay or transfer into the bank account the amount needed for the payment of Program benefits. City of Garden City shall enter into such agreements and provide instructions to its bank as are necessary to implement this Section. Surency has sole authority to provide whatever notifications, instructions, or

directions are necessary to accomplish the disbursement of such Program funds to, or on behalf of, Participants in payment of approved claims.

7.2 Funding of Benefits

Funding for any payment on behalf of the Participants under the Program, including, but not limited to, all benefits to Participants in accordance with the Program, is the sole responsibility of City of Garden City, and City of Garden City agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Program, including claims for reimbursement for covered expenses, if such expenses are incurred and the claim is presented for payment during the terms of this Agreement.

7.3 Custodial Account (*City of Garden City initial if applicable: _____*)

City of Garden City further represents and agrees that:

- Neither it nor any of its employees, directors, representatives, fiduciaries, or employee benefits plans (or any entity performing services for City of Garden City or such plans) nor any of its predecessors, successors, or assigns have represented, or will represent to any Participant or beneficiary of the Program, that a separate account, fund, or trust is being held on behalf of the Program that may be used to provide or secure benefits under the plan; and
- City of Garden City shall advise the Participants and beneficiaries of the Program that the benefits under the Program shall at all times be paid out of the general assets of City of Garden City.

City of Garden City understands and agrees that any account maintained by Surency for the purpose of holding funds from City of Garden City or covered individual to pay benefit claims and/or Program premiums will be a custodial account maintained by Surency on behalf of its employer clients, and that any amounts attributable to City of Garden City will be accounted for separately in a notational sub-account that is fully protected by the Federal Deposit Insurance Corporation and is subject to City of Garden City's general creditors. Surency will have no rights with respect to such funds maintained in City of Garden City's custodial account except as set forth herein and all funds in such account shall be used only as set forth herein.

7.4 Debit Card (*City of Garden City initial if applicable: _____*)

This option is contingent upon City of Garden City entering into such agreements with The Bancorp Bank and taking any other necessary steps to implement this Section.

Surency agrees to:

- Process debit card swipes reported to Surency on behalf of City of Garden City;

- Request receipt notification on all swipes not eligible for electronic adjudication under the current IRS guidelines;
- Report to the debit card provider any account reimbursements that are a result of activities mentioned above; and
- Request data from debit card providers each business day to ensure participants are properly reimbursed for their expenses.

Any interchange shared between the debit card provider and Surency will be retained wholly by Surency. Any fees charged to Surency by the debit card provider shall be the responsibility of Surency, unless noted in Schedule A of this Agreement. Surency currently contracts with The Bancorp Bank as the debit card provider for the Debit Card. Under this Agreement, Surency reserves the right to change card providers during the year, given at least 90 days notice to City of Garden City.

Section 8 Indemnification

Applies to All Services

8.1 Indemnification by City of Garden City

Upon Surency's adherence to the standard of care set forth in Section 4, City of Garden City shall indemnify Surency and hold it harmless from and against all loss, liability, damage, expense, attorneys' fees or other obligations, resulting from, or arising out of, any act or omission of City of Garden City in connection with the performance of its duties hereunder. In addition, City of Garden City shall indemnify Surency and hold it harmless from and against any liability, expense, demand, or other obligation, resulting from, or out of any premium charge, tax or similar assessment (federal or state), for which the Program or City of Garden City is liable.

City of Garden City agrees to reimburse Surency for all attorney's fees and costs incurred by Surency as a result of any collection action taken by Surency to recover overdue service charges and/or unfunded Program benefit transaction required to be paid in accordance with this Agreement or any Schedule hereto.

8.2 Indemnification by Surency

Upon City of Garden City's adherence to the standard of care set forth in Section 3, Surency shall indemnify City of Garden City and hold it harmless from and against all loss, liability, damage, expense, attorneys' fees or other obligations, resulting from, or arising out of, any act or omission of Surency in connection with the performance of its duties hereunder.

**Section 9
Service Charges**

Applies to All Services

9.1 Service Charges

The amounts of the monthly services charges of Surency are described in the Schedules. Surency may change the amount of such service charges by providing at least 60 days written or electronic notice to City of Garden City. Surency may also change the monthly service charges as of the date any change is made in the Program.

9.2 Billing of Service Charges

All services charges of Surency, whether provided for in this or any other Section, shall be billed separately from statements for payment of claims so that proper accounting can be made by City of Garden City of the respective amounts paid for claims and for administrative expenses.

9.3 Payment of Service Charges

Surency will determine all service charges under this Section and bill City of Garden City monthly. Alternatively, if the parties agree pursuant to the terms of the Surency AdvantagePlus Authorization Agreement, Surency may deduct payment for monthly service charges from the bank account maintained by City of Garden City as described in Section 7. City of Garden City shall make payment to Surency within 10 business days of receipt of notice of the amount due, or such amount will automatically be deducted from the bank account maintained by City of Garden City as described in Section 7.

9.4 Set-up and Renewal Fees

City of Garden City agrees to pay a one time set-up fee of \$200.00 to Surency prior to the effective date of the plan. In addition, City of Garden City agrees to pay an annual renewal fee of \$100.00 prior to the effective date of all subsequent plan years.

**Section 10
General Provisions**

Applies to All Services

10.1 Severability; Headings

If any term of this Agreement is declared invalid by a court, the invalid term will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of sections and subsections contained in

this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.2 Compliance; Non-Waiver

Failure by City of Garden City or Surency to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 10 below.

10.3 Assignment; Amendment

Neither City of Garden City nor Surency can assign this Agreement without the other party's written consent. This Agreement may be amended only by written agreement of duly authorized officers of City of Garden City and Surency.

10.4 Audits

Each party is authorized to perform audits of the records of payment to all Participants and other data specifically related to performance of the parties under this Agreement upon reasonable prior written notice to the other. Audits shall be performed during normal working hours. Audits may be performed by an agent of either party provided such agent signs an acceptable confidentiality agreement and business associate agreement required by HIPAA and the HITECH Act. Each party agrees to provide reasonable assistance and information to the auditors. Each party also agrees to provide such additional information and reports as the other party shall reasonably request.

10.5 Non-Disclosure of Proprietary Information

- **General.** City of Garden City and Surency each acknowledge that in contemplation of entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, proprietary and/or confidential information of such party. City of Garden City and Surency agree that each party shall:
 - o Keep such proprietary and/or confidential information of the other party in strict confidence;
 - o Not disclose proprietary and/or confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and
 - o Not use proprietary and/or confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations

under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).

- **Confidential Information Defined.** Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof:
 - o If, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or
 - o If the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party.

For purposes of this Section, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and legended as confidential and/or proprietary or words of similar import) and information disclosed orally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records, and correspondence concerning the parties' respective businesses or finances. The terms and conditions of this Section 10 shall survive the termination of this Agreement.

10.6 Dispute Resolution; Arbitration

In the event of a dispute by either party related to this Agreement, the parties agree to first attempt to resolve such dispute by having the parties' Chief Executive Officers (or their designees) meet in person within 30 days of written notice of dispute issued by either party. In the event the dispute is not resolved after reasonable efforts by the Chief Executive Officers within such 30 day period, either party may then proceed to arbitration under this Section. All disputes, controversies or claims arising out of or relating to the operation or interpretation of this Agreement shall be settled by arbitration before one arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall be jointly selected by City of Garden City and Surency. Any award rendered by the arbitrator shall be final and binding upon the parties and judgment upon any such award may be entered in any court having jurisdiction thereof. Arbitration shall take place in Kansas, or at a location mutually agreed upon by the parties. The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall pay its own fees and costs relating to any arbitral proceedings, including experts' and attorneys' fees. The arbitrator shall render his/her determination in a manner consistent with the terms of this Agreement, and the arbitrator shall not be entitled to award punitive or exemplary damages.

10.7 Notices and Communications

- **Notices.** All notices provided for herein shall be sent by either:
 - o Confirmed facsimile;
 - o Guaranteed overnight mail, with tracing capability;
 - o Certified mail; or
 - o First class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as either party may designate in writing to the other from time to time for such purposes.

All notices provided for herein shall be deemed given or made when received.

- **Addresses.**
 - o City of Garden City's address for notices as described above is:

301 N Eighth St
Garden City, KS 67846
 - o Surency's address for notices as described above is:

1619 N Waterfront Parkway
Wichita, KS 67206
- **Communications.** City of Garden City agrees that Surency may communicate confidential, protected, privileged or otherwise sensitive information to City of Garden City through a named contact designated by City of Garden City (Named Contact) and specifically agrees to indemnify Surency and hold it harmless:
 - o For any such communications directed to City of Garden City through the Named Contact attempted via facsimile, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and
 - o From any claim for the improper use or disclosure of any PHI by Surency if such information is used or disclosed in a manner consistent with its duties and responsibilities hereunder.

10.8 Complete Agreement; Governing Law

This Agreement (including the Schedules) is the full Agreement of the parties with respect to the subject matter hereof and supersedes all prior Agreements and representations between the parties. This Agreement shall be construed, enforced and governed by the laws of the State of Kansas.

Section 11 Termination of Agreement

Applies to All Services

11.1 Termination of Agreement

- **Automatic.** This Agreement automatically terminates on the earliest of the following:
 - The effective date of any legislation which makes the Program and/or this Agreement illegal;
 - The date City of Garden City or Surency becomes insolvent, or bankrupt, or subject to liquidation, receivership, or conservatorship; or
 - The termination date of the Program. This termination is subject to any Agreement between City of Garden City and Surency regarding payment of benefits after the Program is terminated.
- **Optional.** This Agreement may be terminated as of the earliest of the following:
 - By Surency upon the failure of City of Garden City to pay any service charges within 10 business days after they are due and payable as provided in Section 9;
 - By either City of Garden City or Surency, as of the end of the term of this Agreement, by giving the other party 30 days written notice; or
 - By either City of Garden City or Surency, upon a material breach of the other party's duties under this Agreement, or upon non-material breaches of a recurrent nature, after 30 days notice in the event of a material breach, or 60 days notice in the event of a non-material breach of a recurrent nature, and the right to cure such breach by the breaching party.
- **Limited Continuation After Termination.** If the Program is terminated, City of Garden City and Surency may mutually agree in writing that this Agreement shall continue for the purpose of payment of Program benefits, expenses, or claims incurred prior to the date of Program termination. In addition, City of Garden City and Surency may mutually agree in writing that this Agreement shall continue for the purpose of payment of any

claims for which requests for reimbursements have been received by Surency before the date of such termination.

If this Agreement is continued in accordance with this subsection, City of Garden City shall pay the monthly service charges incurred during the period that this Agreement is so continued and a final termination fee equal to the final month's service charge.

- **Survival of Certain Provisions.** Termination of this Agreement does not terminate the rights or obligations of either party arising out of the period prior to such termination. The indemnity, confidentiality, privacy, and security provisions of this Agreement shall survive its termination.

In Witness Whereof, City of Garden City and Surency have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

City of Garden City

Surency Life & Health Insurance Company

By: _____

By: Linda L. Brantner

Title: _____

Title: President & CEO

Service Levels

For the purposes of this Exhibit A is to provide City of Garden City with the service level standards for Surency. These services levels are not performance guarantees and do not carry with them any duty on the part of Surency, or its business partners to report or make payment to City of Garden City for any service targets not met.

Service Levels

Service	Definition	Service Level Target
Claims Processing Turnaround Time (TAT)	TAT is measured from the date a claim is received by Surency (either via paper or electronic data interchanges) to the date it is processed for payment, denied, or pended for external information.	<ul style="list-style-type: none"> • Ninety-five (95) percent within fourteen (14) business days. • Ninety-nine (99) percent within thirty (30) business days.
Claims Processing Accuracy	A claim will be determined to be correct based on internal claims processing criteria, as determined by Surency, as well as federal and state determined procedures. A statistically valid internal audit sampling will be utilized.	<ul style="list-style-type: none"> • Financial Accuracy: ninety-nine (99) percent <ul style="list-style-type: none"> - Formula shall be: Total value of claims paid less the absolute value of the sum of overpayments and underpayments divided by the total value of claims paid. (Surency will not include auto paid benefits from the use of debit cards) • Claims Processing (Total) Accuracy: Ninety-seven (97) percent <ul style="list-style-type: none"> - Formula shall be: Total number of audited claims minus the number of claims processed with error, divided by the total number of audited claims (definition of 'error' includes; coding, procedural, system, and payment)

Average Speed to Answer (ASA)	The amount of time that elapses between the time a call is received into a customer service queue to the time the phone is answered by a Customer Service Representative (CSR).	<ul style="list-style-type: none"> • Ninety (90) percent within thirty (30) seconds during normal business hours.
Call Abandonment Rate	Percentage of calls that are not answered by Surency.	<ul style="list-style-type: none"> • Less than five (5) percent. - Calculated as the number of calls that are not answered during normal business hours, divided by the number of calls presented.
First Call Resolution Rate	Number of calls that are completed on the first call, divided by the total number of calls answered.	<ul style="list-style-type: none"> • Ninety-five (95) percent.
E-mail Response Time	Based on number of e-mails received and handled during standard business hours of operation.	<ul style="list-style-type: none"> • Ninety-nine percent (99) percent handled within forty-eight (48) hours (business days time frame).
Complaint and Appeals Processing Time (limited to initial appeal)	Based on DOL requirements.	<ul style="list-style-type: none"> • Ninety-nine (99) percent handled within DOL required timeframes.
Billings Statements	Based on the date mailed	<ul style="list-style-type: none"> • Ninety-nine (99) percent mailed by the 15th of the month.
Eligibility and Payroll File Processing	Based on the time between the date Surency receives an accurate file until the date the system reflects the data. *Includes business days only.	<ul style="list-style-type: none"> • Ninety-nine (99) percent within 2 business days.
Account Service Responsive Time	Based on the time between when Surency receives an email, voicemail, or employer request via the employer portal and the time in which	<ul style="list-style-type: none"> • Ninety-nine (99) percent within 24 hours. If request received on the last business day of the week, response will be by the

	the account manager responds.	next business day.
Web Availability	<p>Website will be available to consumers and employers 24 hours per day, 365 days per year, excluding time during the Routine Maintenance Window.</p> <p>Routine Maintenance Window for hardware and software maintenance between 8 PM and 6 AM Central Time on Monday through Sunday and all day on Holidays.</p>	<ul style="list-style-type: none"> • 99% of the time excluding time during the Routine Maintenance Window.

Glossary

For the purposes of this Agreement, the following words and phrases have the meanings set forth below. Wherever appropriate, the singular shall include the plural and the plural shall include the singular.

Agreement means this Surency Administrative Services Agreement, including all Schedules hereto.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code means the Internal Revenue code of 1986, as amended.

Component Benefit means a qualified benefit under Code §125(f) that is offered under the City of Garden City Cafeteria Plan, or an option for coverage under an underlying accident or health and welfare plan.

DCFSA has the meaning given in the Recitals.

Eligibility Reports has the meaning described in Section 3.

Client has the meaning given in the recitals.

Effective Date has the meaning given in Section 1.

Electronic PHI has the meaning assigned to such term under HIPAA.

Health FSA has the meaning given in the Recitals.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended.

Participant has the meaning given in Section 2.

Plan means the Health FSA or DCFS, as applicable.

Plan Document shall mean the City of Garden City Plan Document and Summary Plan Description.

Prior Administration means services arising prior to the Effective Date.

Prior Reimbursement Requests means claims incurred prior to the Effective Date.

Program has the meaning given in the Recitals.

Protected Health Information or PHI has the meaning assigned to such term under HIPAA.

Schedule A
Health Flexible Spending Account (Health FSA)

Capitalized terms used in this Schedule but not defined have the meanings given in this Agreement.

City of Garden City has established a Code § 125 Cafeteria Plan under which a Code § 105 Health FSA is offered. City of Garden City has delegated certain administrative responsibilities with respect to the Health FSA to Surency.

As set forth in Section 9, the applicable service charges shall be as follows:

Standard Services Charges	Cost
PEPM Service Charge	\$ <u>4.55</u>

Additional Service Charges	Cost
Run-in Claims Administration	\$ <u>N/A</u>
Sample Documents and Forms	\$ <u>Included</u>
Staff Training	\$ <u>Included</u>
Online Enrollment	\$ <u>Included</u>
Open Enrollment Meetings	\$ <u>Included</u>
Open Enrollment Packets (each)	\$ <u>Included</u>
Discrimination Testing	\$ <u>Included</u>
Form 5500 Preparation	\$ <u>Included</u>
Summary Annual Reports	\$ <u>Included</u>
Replacement Debit Cards (per set)	\$ <u>10.00</u>
Dependent Cards (per card)	\$ <u>5.00</u>

There is no minimum monthly service charge. A Service Fee of \$4.55 Per Participant Per Month is guaranteed through December 31, 2015.

This Administration Service Charge requires debit cards be issued to all participants and enrollment to be received in an electronic medium provide by Surency. If each is not agreed upon a \$0.25 PPPM increase may be applied (total of \$0.50 PPPM).

Applicable Discounts:

- \$0.50 PPPM for each individual who provides Surency with a valid email address.

The maximum discount for each participant enrolled in both the Health FSA and Dependent Care FSA shall not exceed \$0.50 PPPM. Discounts are determined on a month by month basis.

Any courier charges incurred will be passed through at cost to City of Garden City.

If City of Garden City terminates the services, there will be a charge for a runoff period, should City of Garden City choose to request one. This charge will be negotiated at the time of termination.

Services Included

City of Garden City is responsible for all legal requirements and administrative obligations with regard to the Health FSA, except for the following administrative duties specifically delegated to Surency:

- Surency shall make available (by electronic medium and paper copy) enrollment and reimbursement forms and instructions for filing Participant claims. Upon payment of additional fees, Surency shall make available other Health FSA documents.
- Upon receiving instructions from City of Garden City with regard to a Participant's change in status or other event that permits an election change under IRS regulations, Surency shall make the requested change in the Participant's election as soon as possible.
- Surency shall prepare the information necessary to enable City of Garden City to satisfy its Form 5500 filing obligation with regard to the Health FSA. City of Garden City shall be responsible for reviewing the information provided by Surency to ensure its accuracy, and, unless otherwise agreed by the parties in writing, City of Garden City shall prepare and submit any Form 5500.
- Surency shall assist City of Garden City in preparing preliminary and final nondiscrimination tests for the Health FSA:
 - o Key employee concentration testing required under Code § 125;
- Surency does not automatically perform nondiscrimination testing. Upon written request submitted to Surency, the test identified above will be run. Surency relies solely on information provided by City of Garden City. Nondiscrimination testing should be performed shortly after enrollment and again if there is a significant change in employee participation as well as at the close of the plan year. Services will be performed only in accordance with the terms and conditions (including applicable fees) of this Administrative Services Agreement. City of Garden City shall be responsible for any and all other nondiscrimination tests not specifically agreed upon in writing by both Surency and City of Garden City.
- Surency shall make initial decisions as set forth within Section 4 with regard to Participant claims and disburse any benefit payments that it determines to be due within 30 business days of the day on which Surency receives the claim. Benefit payments shall be made by check payable to the Participant. If the amount of the claim exceeds the amount the Participant has had withheld to date, Surency will contact City

of Garden City to make available such excess amount. Claims of less than \$25 may be carried forward and aggregated with future claims until the total amount is equal to or greater than \$25, except that any remaining amount shall be paid after the end of each calendar year quarter without regard to the \$25 threshold.

Services Not Included

- City of Garden City’s compliance with COBRA or compliance with HIPAA portability provisions.
- Determining whether City of Garden City’s Health FSA documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.
- Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the Health FSA.
- City of Garden City’s responsibility for the determination on the second and any final level of appeal.

City of Garden City

Surency Life &Health Insurance Company

By: _____

By: *Linda L. Brantner*

Title: _____

Title: President & CEO

Schedule B
Dependent Care Flexible Spending Account (DCFSA)

Capitalized terms used in this Schedule and not defined have the meanings given in the Agreement.

City of Garden City has established a Code § 125 Cafeteria Plan under which a Code § 129 Dependent Care Flexible Spending Account is offered. City of Garden City has delegated certain administrative responsibilities with respect to the DCFSA to Surency.

As set forth in Section 9, the applicable services charges shall be as follows:

Standard Services Charges	Cost
PEPM Service Charge	\$ <u>4.55</u>

Additional Service Charges	Cost
Run-in Claims Administration	\$ <u>N/A</u>
Sample Documents and Forms	\$ <u>Included</u>
Staff Training	\$ <u>Included</u>
Online Enrollment	\$ <u>Included</u>
Open Enrollment Meetings	\$ <u>Included</u>
Open Enrollment Packets (each)	\$ <u>Included</u>

There is a \$N/A per month minimum service charge. A Service Fee of \$4.55 Per Participant Per Month is guaranteed through December 31, 2015.

This Administration Service Charge requires debit cards be issued to all participants and enrollment to be received in an electronic medium provide by Surency. If each is not agreed upon a \$0.25 PPPM increase may be applied (total of \$0.50 PPPM).

Applicable Discounts:

- \$0.50 PPPM for each individual who provides Surency with a valid email address.

The maximum discount for each participant enrolled in both the Health FSA and Dependent Care FSA shall not exceed \$0.50 PPPM. Discounts are determined on a month by month basis.

Any courier charges incurred will be passed through at cost to City of Garden City.

If City of Garden City terminates the services, there will be a charge for a runoff period, should City of Garden City choose to request one. This charge will be negotiated at the time of termination.

Services Included

City of Garden City is responsible for all legal requirements and administrative obligations with regard to the DCFSA, except for the following administrative duties specifically delegated to Surency:

- Surency shall make available (be electronic medium and paper copy) enrollment and reimbursement forms and instructions for filing Participant claims. Upon payment of additional fees, Surency shall make available other DCFSA documents.
- Upon receiving instructions from City of Garden City with regard to a Participant's change in status or other event that permits an election change under IRS regulations, Surency shall make the requested change in the Participant's election as soon as possible.
- Surency shall assist City of Garden City in preparing preliminary and final nondiscrimination tests for the DCFSA:
 - o The 55% average benefits test required under Code § 129; and
 - o The 5% shareholder concentration test required under Code § 129.
- Surency does not automatically perform nondiscrimination testing. Upon written request submitted to Surency, the test identified above will be run. Surency relies solely on information provided by City of Garden City. Nondiscrimination testing should be performed shortly after enrollment and again if there is a significant change in employee participation as well as at the close of the plan year. Services will be performed only in accordance with the terms and conditions (including applicable fees) of this Administrative Services Agreement. City of Garden City shall be responsible for any and all other nondiscrimination tests not specifically agreed upon in writing by both Surency and City of Garden City.
- Surency shall make initial decisions with regard to Participant claims and disburse any benefit payments that it determines to be due within 30 business days of the day on which Surency receives the claim. Benefit payments shall be made by check payable to the Participant. If the amount of the claim exceeds the amount the Participant has had withheld to date, Surency will contact City of Garden City to make available such excess amount. Claims of less than \$25 may be carried forward and aggregated with future claims until the total amount is equal to or greater than \$25, except that any remaining amount shall be paid after the end of each calendar year quarter without regard to the \$25 threshold.
- Surency shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim.

Services Not Included

- Determining whether City of Garden City's DCFSAs documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.
- Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the DCFSAs.

City of Garden City

Surency Life & Health Insurance Company

By: _____

By: Linda L. Brantner

Title: _____

Title: President & CEO

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) made and entered into on this 31st day of October, 2012, by and between City of Garden City (“Covered Entity”), and Surency Life & Health Insurance Company (“Business Associate”).

W I T N E S S E T H: That

WHEREAS, Business Associate performs certain functions on behalf of and/or provides certain services that qualifies it as Covered Entity’s “business associate” pursuant to 45 C.F.R. § 160.103; and

WHEREAS, in the performance of such functions and/or the provision of such services, Business Associate may require access to PHI (as that term is defined below) in Covered Entity’s possession, custody, or control, or may create or receive PHI on behalf of Covered Entity for the limited purposes identified herein; and

WHEREAS, pursuant to the Federal Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, Subparts A and E, Covered Entity cannot disclose PHI to, or authorize the creation or receipt of PHI on its behalf by Business Associate unless Covered Entity obtains from Business Associate satisfactory assurances that Business Associate will properly safeguard such information; and

WHEREAS, Business Associate is willing to provide such assurances to Covered Entity.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions

As used herein, the following terms shall have the following meanings:

- 1.1 **Breach** shall have the same meaning as the term “Breach” in 45 CFR § 164.402, limited with respect to PHI.
- 1.2 **Disclose and Disclosure** shall mean the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- 1.3 **Discovery** shall mean the first day on which such the specified fact or condition (e.g., a Breach) is known to applicable person, or, by exercising reasonable diligence would have been known to the applicable person. A person shall be deemed to have knowledge of a specified fact or condition

(e.g., a Breach) if such fact or condition is known, or by exercising reasonable diligence would have been known, to any person, other than the person causing or committing the fact or condition, who is an agent of the applicable person (determined in accordance with the federal common law of agency).

- 1.4 Electronic Protected Health Information or EPHI shall have the same meaning as the terms “Electronic Protected Health Information” or “E-PHI” in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- 1.5 HIPAA means the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (Aug. 21, 1996), the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Pub. L. No. 111-5, 123 Stat. 115, and regulations implemented thereunder, including the Federal Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, Subparts A and E (the “Privacy Rule”) and the Security Standards for the Protection of Electronic Protected Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C (the “Security Rule”), as the same may be amended from time to time.
- 1.6 Individual shall mean the person who is the subject of the PHI and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- 1.7 Protected Health Information or PHI shall mean information, including demographic information collected from an individual, transmitted or maintained in any form or medium, including, but not limited to, oral communication and electronic media (as defined at 45 C.F.R. § 160.103), that (i) is created or received by Business Associate from or on behalf of Covered Entity or an agent acting on behalf of Covered Entity; (ii) relates to past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual; and (iii) identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual. PHI does not include education records covered by the Family Educational Rights and Privacy Act at 20 U.S.C. § 1232g and records described at 20 U.S.C. § 1232g(a)(4)(B)(iv).
- 1.8 Receive, Receiving, and Receipt shall mean, with respect to PHI, to come into possession, custody, or control; to perceive; to create; to gain the ability to come into possession, custody, or control, or to gain the ability to perceive PHI in whatever form (oral, visual, written, electronic, or otherwise).
- 1.9 Secretary shall mean the Secretary of the Department of Health and Human Services.

- 1.10 Security Incident shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 1.11 Use shall mean the sharing, employment, application, utilization, examination, or analysis of information within an entity that maintains such information.
- 1.12 Unsecured Protected Health Information or Unsecured PHI shall have the meaning as the term “Unsecured protected health information” in 45 CFR § 164.402, limited with respect to PHI.

2. Restrictions on Uses and Disclosures of PHI.

The following restrictions shall apply at all times following Business Associate’s receipt of PHI until such time as PHI no longer is in Business Associate’s possession, custody, or control:

- 2.1 In addition to other limitations imposed by this Agreement, Business Associate shall not use PHI for any purpose other than to perform the functions, activities, or services for, or on behalf of Covered Entity that are specified in the services agreement and such other agreements entered into by the parties, excepting only as necessary for the proper management and administration of Business Associate or to carry out any of the legal responsibilities of the Business Associate.
- 2.2 In addition to other limitations imposed by this Agreement, Business Associate shall not disclose PHI to a third party unless the following conditions are met:

2.2.1 The disclosure is required for one of the following:

2.2.1.1 to accomplish one or more of those purposes identified above; or

2.2.1.2 for the proper management and administration of Business Associate, or to carry out any of the legal responsibilities of the Business Associate, provided that the disclosures are required by law (within the meaning of 45 CFR § 164.103), or Business Associate (a) obtains reasonable assurances from the person to whom the information is to be disclosed that (i) the information will be held in confidence, (ii) the information shall be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (iii) the person shall notify the Business Associate of any

instances of which it is aware in which the confidentiality of the information has been breached.

2.2.2 The disclosure is made to one of the following:

2.2.2.1 to the individual who is the subject of the PHI;

2.2.2.2 to a subcontractor with which Business Associate has entered into a written agreement that (a) requires the subcontractor to safeguard PHI under conditions consistent with and providing at least as much protection for the PHI as this Agreement, including, but not limited to, provisions requiring the subcontractor to promptly notify Business Associate of any unauthorized use or disclosure of PHI or Discovery of a Breach of Unsecured PHI; (b) includes a provision stating that the subcontractor shall not be deemed to have an ownership interest in PHI; and (c) requires the subcontractor to return or destroy all PHI under terms consistent with Section 5.3 of this Agreement upon termination of Business Associate's agreement with the subcontractor;

2.2.2.3 to a person or entity to which Business Associate has a legal obligation to disclose PHI, provided that Business Associate give Covered Entity prior written notice and an opportunity to intervene, unless Business Associate is prohibited from giving such notice by order of a court of competent jurisdiction ; or

2.2.2.4 to a person or entity to which Business Associate is permitted to disclose PHI under HIPAA.

2.2.3 In using or disclosing PHI will not constitute a violation of the HIPAA if done by Covered Entity, including a failure to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose; and

2.2.4 Business Associate shall document its disclosures of PHI to third parties as follows:

2.2.4.1 Business Associate shall document each and every disclosure of PHI to a third party with the exception of the following: (1) disclosures necessary to carry out treatment, payment and health care operations; (2) disclosures to Individuals of PHI about them; (3)

disclosures to persons involved in the Individual's care or other notification purposes; (4) disclosures for national security or intelligence purposes; (5) disclosures to correctional institutions or law enforcement officials; or (6) disclosures that occurred prior to April 14, 2003.

2.2.4.2 For each disclosure required to be documented, the Business Associate shall document the following information: (1) the date of the disclosure; (2) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (3) a brief description of the PHI disclosed; and (4) a brief statement of the purpose of and basis for such disclosure.

2.2.4.3 Within ten (10) days of receiving a written request from Covered Entity, Business Associate shall provide to Covered Entity such information as is requested to permit Covered Entity to respond to a request by an Individual for an accounting of the disclosures of the Individual's PHI that occurred during the six (6) years prior to the date of the Individual's request (or shorter, if so requested) in accordance with 45 C.F.R. § 164.528(b)(1).

3. Responsibilities of Business Associate With Respect To PHI.

3.1 Appropriate Safeguards. Business Associate shall implement appropriate safeguards to prevent any use or disclosure of PHI other than those permitted by this Agreement.

3.2 Notice of Improper Use or Disclosure. Business Associate shall notify Covered Entity in writing of any use or disclosure of PHI contrary to the terms of this Agreement of which Business Associate becomes aware within five (5) business days of having become aware of such use or disclosure.

3.3 Notice of Breach. In addition to its obligations under 45 CFR Part 164, Subpart D, subject to any conditions requiring a delay of a notice under 45 CFR § 164.412, effective on or after September 23, 2009, Business Associate shall notify Covered Entity in writing of the Discovery of any Breach of Unsecured PHI. Such notice shall be made promptly, but not later than five (5) business days after Discovery, and thereafter upon request of the Covered Entity. Such notice shall include (a) such information then-known or then-available to Business Associate that Covered Entity would be required to include in a notification to an individual under 45 CFR § 164.404(c), including, without limitation, the date of Discovery of such Breach, and (b) such information to allow Covered Entity to determine whether Business Associate constitutes Covered Entity's agent (determined in accordance with

the federal common law of agency) with respect to such Breach. Business Associate will comply with all of its notification requirements under 45 CFR Part 164, Subpart D within five (5) business days after notice from Covered Entity of its determination that Business Associate constituted its agent with respect to such Breach.

- 3.4 Availability of PHI. Business Associate shall make available PHI to an Individual as required by 45 C.F.R. § 164.524.
- 3.5 Amendments or Corrections. Business Associate shall make PHI available for amendment and to incorporate any amendments or corrections to PHI in accordance with 45 C.F.R. § 164.526.
- 3.6 Access to Books and Records. Business Associate shall make its internal practices, books, and records relating to its uses and disclosures of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, upon the Secretary's request, for purposes of determining Covered Entity's compliance with the Privacy Rule.
- 3.7 Compliance with the Security Rule. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, and shall ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it. Business Associate shall report to the Covered Entity any Security Incident of which it becomes aware, in the following time and manner:
 - 3.6.1 Any actual, successful Security Incident will be reported to Covered Entity in writing, within five (5) business days of the date on which Business Associate becomes aware of such actual successful Security Incident; and
 - 3.6.2 Any attempted, unsuccessful Security Incident, of which Business Associate becomes aware, will be reported to Covered Entity in writing, on a reasonable basis, at the written request of Covered Entity. If the Security Rule is amended to remove the requirement to report unsuccessful attempts at unauthorized access, this Section (3)(6)(2) shall no longer apply as of the effective date of the amendment of the Security Rule.
- 3.8 Ensuring Compliance. Business Associate shall, upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies, and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate

on behalf of, Covered Entity to Covered Entity within thirty (30) days for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Agreement.

- 3.9 Mitigate Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of (a) a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, or (b) a Security Incident with respect to EPHI while in the possession or control of Business Associate.

4. Term

- 4.1 Term. This Agreement shall become effective upon commencement of the parties' relationship and shall continue in effect so long as Business Associate continues to perform certain functions on behalf of and/or provides certain services that qualifies it as Covered Entity's "business associate" pursuant to 45 C.F.R. § 160.103, unless terminated as provided in Section 5. Certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Section 7.1.

5. Termination

- 5.1 Material Breach. A breach by Business Associate of any provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of this Agreement and any other agreement or business relationship between Covered Entity and Business Associate arising out of or related to the use of PHI and shall provide grounds for immediate termination of such agreement(s) by Covered Entity.
- 5.2 Reasonable Steps To Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach of this Agreement and does not terminate this Agreement pursuant to Section 5.1, then Covered Entity shall take reasonable steps to cure such breach. If Covered Entity's efforts to cure such breach are unsuccessful, as determined by Covered Entity, Covered Entity may either: (a) terminate this Agreement, if feasible; or (b) if termination of this Agreement is not feasible, Covered Entity may report Business Associate's breach to the Secretary.
- 5.3 Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate has maintained in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit its use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. Indemnification

6.1 Indemnification. The parties agree to indemnify, defend, and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents, or other members of its workforce (each an "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising out of or in connection with any breach of this Agreement or from any negligence or wrongful acts or omissions, including failure to perform its obligations under HIPAA, by the Party providing indemnification (the "Indemnifying Party") or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the Indemnifying Party shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorney's fees) which may be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party resulting from the Indemnifying Party's breach under this Agreement.

7. Miscellaneous

7.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 5.3, 6.1, and 7.3, and Sections 2 and 3 solely with respect to PHI that Business Associate retains following termination pursuant to Section 5.3, shall survive termination of this Agreement indefinitely.

7.2 Amendments and Waiver. This Agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by authorized representatives of the parties. The parties acknowledge and agree that the HITECH Act imposes new requirements with respect to privacy, security, and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the Department of Health and Human Services. The HITECH Act provisions and regulations implemented hereunder applicable to business associates (whether directly or through a business associate agreement) will be collectively referred to as the "HITECH BA Provisions." The provisions of the HITECH Act and the HITECH BA Provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety, and, if required by the HITECH BA Provisions, the parties agree to amend this Agreement to incorporate those provisions or portion of those provisions required to be incorporated into this Agreement. Except as provided in Section 3.3, the HITECH BA Provisions will be effective February 17, 2010, or such subsequent date as may be specified in the HITECH Act or applicable final regulations. A waiver with respect to one event shall not be construed as

continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

- 7.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 7.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail, express courier, and/or facsimile to the address or facsimile number given below.
- 7.5 Counterparts and Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- 7.6 Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use and/or disclosure of PHI by Business Associate or any third party that received PHI from Business Associate.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of the 31st day of October, 2012.

COVERED ENTITY

By _____

Print Name _____

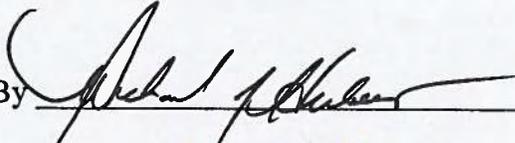
Print Title _____

Date _____

Address _____

Facsimile No. _____

BUSINESS ASSOCIATE

By  _____

Print Name Michael Herbert

Print Title Chief Financial Officer

Date 10-31-2012

Address 1619 N Waterfront Pkwy
Wichita, KS 67206

Facsimile No. (316)462-3330



Memo

To: Mayor and City Commission
From: Kaleb Kentner
CC: File
Date: 10/31/2012
Re: Allocation of the 2012 Emergency Services Grant Award

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

CITY ADMINISTRATIVE
 CENTER
 301 N. 8TH
 P.O. BOX 998
 GARDEN CITY, KS
 67846-0998
 620.276.1170
 FAX 620.276.1173
www.garden-city.org

Issue: Consideration and allocation of the 2012 Emergency Services Grant (ESG) award from the Kansas Housing Resources Corporation (KHRC).

Background: The KHRC has awarded the following funds to be allocated between the Emmaus House and the Salvation Army:

Street Outreach	\$0.00
Emergency Shelter	\$50,000.00
Homeless Prevention	\$25,000.00
Rapid Re-housing	\$38,000.00
HMIS	\$2,080.00
Administration	\$3,146.00
Total Award	\$118,226.00

The Grant Program was changed this year to focus on Emergency Services, rather than Emergency Shelter. The end goal is to focus efforts to rapidly re-house homeless individuals and families or prevent them from becoming homeless.

In 2011 the Emmaus House was not awarded any Homeless Prevention funds and has requested \$13,000.00 of Homeless Prevention funds for this ESG cycle. However, the Grant Administrator at the KHRC recommends that all Homeless Prevention funds awarded to the City should be allocated to the Salvation Army. The Emmaus House Director will refer any individuals or families that qualify for these funds to the Salvation Army for assistance.

Alternatives:

1. The Commission may allocate the entire Emergency Shelter and HMIS portions of the grant to the Emmaus House (\$52,080.00 total) and the entire Homeless Prevention and Rapid Re-housing portions of the grant to the Salvation Army (\$63,000.00 total).
2. The Commission may choose to split the Homeless Prevention portion (\$25,000.00) between the Emmaus House and the Salvation Army; however the other categories may not be split because they were not requested by both applicants.

Recommendation: Staff recommends alternative number 1 to the Commission. As noted above, the KHRC Administrator also recommends awarding the entire Homeless Prevention and Rapid Re-housing portions of the grant to the Salvation Army.

Fiscal Impact: The City receives the entire Administration portion of the grant which for this cycle is \$3146.00.

KANSAS HOUSING



RESOURCES CORPORATION

September 20, 2012

Kaleb Kentner, Director
Planning & Community Development
City of Garden City
PO Box 998, 301 N. 8th Street
Garden City, KS 67846

Kansas Housing Resources Corporation is pleased to announce your 2012 Emergency Shelter Grant award. These funds have been conditionally awarded. Please advise your sub-recipients, Emmaus House, Inc. and The Salvation Army, of this award.

Street Outreach	\$0.00
Emergency Shelter	\$50,000.00
Homeless Prevention	\$25,000.00
Rapid Re-housing	\$38,000.00
HMIS	\$2,080.00
Administration	\$3,146.00
Total Award	\$118,226.00

Please obtain the signature of the Authorized Grantee Official and return the original copy of the attached Notification of Grant Award to me no later than October 5, 2012. If you have questions or need more information, please feel free to contact me.

Cordially,



James Chiselom
Program Manager, Emergency Shelter Grant
Kansas Housing Resources Corporation
611 S. Kansas Ave. Suite 300
(785) 296-7236

cc: Sam Henderson, Planning and Community Development
City of Garden City

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 1 NOVEMBER 2012

RE: SAFE ROUTES TO SCHOOL – BIDS

ISSUE

Bids were received this morning for the Safe Routes to School project, which is funded 100% by KDOT. The project constructs approximately 2.2 miles of sidewalks around the City, the project list and bid summary are attached.

BACKGROUND

We received four bids, with one being under the engineer's estimate – the low bid is from J-A-G Construction Co. The base bid is \$235,311.25 and is within the KDOT funding of \$250,000. We had four alternate locations with separate pricing.

The base bid includes the Center Street sidewalk from Kansas to Spruce. We had a second neighborhood meeting on October 25th. Residents on both sides of the street were invited, 3 attended – one was opposed but acknowledged that it was going to be built, and the others were in favor. We had email or phone calls from 5 others who were in favor of the project.

Staff recommends accepting J-A-G's base bid and Alternate No. 1 (\$26,531.25) at a total cost of \$261,842.75; we have savings in other bonded projects to cover the amount over the grant level. Construction could begin yet this year with work through the winter and into next spring.

ALTERNATIVES

- 1) The Governing Body may award the base bid and Alternate No 1.
- 2) The Governing Body may accept only the base bid.
- 3) The Governing Body reject the bids.

RECOMMENDATION

Staff recommends awarding the contract for the Base Bid and Alternate No 1, subject to KDOT concurrence, to J-A-G Construction Company, in the amount of \$261,842.75, and authorizing the Mayor and City Clerk to execute the contracts when the documents have been returned by the contractor.

FISCAL

KDOT funding is limited to \$250,000. If Alternate No 1 is accepted, the City would pay the balance of \$11,842.75, which is available from savings on other projects.

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 Safe Routes to School Sidewalks

Base Project Locations

Location

Center Street (Pine to Kansas)

Spruce Street (Davis to Fleming)

Harding Avenue (Third to Center)

Center Street (at Melanie)

3rd Street (Hamline to Fair)

3rd Street (Price to Thompson)

Main Street (Hamline to Mary)

8th Street (Scout Park to Mary)

11th Street (Jenny to Moores)

Olive Street (11th to 8th)

13th Street (Mulberry to Kansas)

13th Street (Maple to Saint John)

Alternate Locations

Location

8th Street (Holmes to Willowbrook)

Henderson Drive (Pawnee to Mary)

Labrador Boulevard (Koster to Campus)

Jenny Avenue (Taylor Pl. to 12th)

SAFE ROUTES TO SCHOOL
Proj. No. 28 U-0074-01

BIDDER	BASE BID	ALTERNATE # 1	ALTERNATE # 2	ALTERNATE # 3	ALTERNATE # 4	GRAND TOTAL	COMMENT
ENGINEER'S ESTIMATE	\$ 248,354.00	\$ 31,492.00	\$ 22,536.00	\$ 8,684.00	\$ 9,739.00	\$ 320,805.00	
J-A-G Construction Co. Dodge City	\$ 235,311.50	\$ 26,531.25	\$ 22,724.00	\$ 6,447.50	\$ 6,698.75	\$ 297,713.00	LOW BID
Bryant & Bryant Const., Inc. Halstead KS	\$ 258,012.50	\$ 29,631.00	\$ 24,805.00	\$ 7,317.00	\$ 8,524.00	\$ 328,289.50	
Lee Construction, Inc. Garden City	\$ 278,570.75	\$ 37,056.00	\$ 30,243.00	\$ 8,908.25	\$ 9,405.00	\$ 364,183.00	
Dick Construction, Inc. Garden City	\$ 291,987.50	\$ 38,821.00	\$ 32,522.00	\$ 9,614.50	\$ 10,190.00	\$ 383,135.00	
J-A-G Construction Co. Dodge City	\$ 235,311.50	\$ 26,531.25	\$ -	\$ -	\$ -	\$ 261,842.75	RECOMMENDED AWARD

**PROJECT NO. 28 U-0074-01
SAFE ROUTES TO SCHOOL**

No.	Bid Item	Unit	Quan	Engineer's Estimate		J-A-G Construction Co. Dodge City		Bryant & Bryant Construction, Inc. Halstead		Lee Construction, Inc. Garden City		Dick Construction, Inc. Garden City	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
BASE BID													
1	Removal of Sidewalk	SY	150	\$ 10.00	\$ 1,500.00	\$ 3.50	\$ 525.00	\$ 9.00	\$ 1,350.00	\$ 16.00	\$ 2,400.00	\$ 10.50	\$ 1,575.00
2	Compaction (Type C)	SY	4995	\$ 3.00	\$ 14,985.00	\$ 2.00	\$ 9,990.00	\$ 3.00	\$ 14,985.00	\$ 3.50	\$ 17,482.50	\$ 2.00	\$ 9,990.00
3	Excavation	CY	833	\$ 8.00	\$ 6,664.00	\$ 22.00	\$ 18,326.00	\$ 15.00	\$ 12,495.00	\$ 14.00	\$ 11,662.00	\$ 16.00	\$ 13,328.00
4	4" Concrete Sidewalk	SY	4,665	\$ 30.00	\$ 139,950.00	\$ 26.50	\$ 123,622.50	\$ 29.00	\$ 135,285.00	\$ 34.25	\$ 159,776.25	\$ 40.50	\$ 188,932.50
5	6" Concrete Sidewalk Ramp	SY	330	\$ 50.00	\$ 16,500.00	\$ 33.50	\$ 11,055.00	\$ 85.00	\$ 28,050.00	\$ 42.00	\$ 13,860.00	\$ 66.00	\$ 21,780.00
6	Detectable Warning Surface	SF	445	\$ 25.00	\$ 11,125.00	\$ 6.25	\$ 2,781.25	\$ 15.00	\$ 6,675.00	\$ 15.00	\$ 6,675.00	\$ 6.00	\$ 2,670.00
7	Remove and Replace Curb & Gutter	LF	200	\$ 25.00	\$ 5,000.00	\$ 30.00	\$ 6,000.00	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 30.00	\$ 6,000.00
8	6" Concrete bumpouts	LF	102	\$ 35.00	\$ 3,570.00	\$ 34.00	\$ 3,468.00	\$ 60.00	\$ 6,120.00	\$ 45.00	\$ 4,590.00	\$ 66.00	\$ 6,732.00
9	6" Concrete Driveway Apron	SY	75	\$ 35.00	\$ 2,625.00	\$ 34.25	\$ 2,568.75	\$ 60.00	\$ 4,500.00	\$ 42.00	\$ 3,150.00	\$ 66.00	\$ 4,950.00
10	7" Concrete Alley Approach	SY	55	\$ 42.00	\$ 2,310.00	\$ 37.50	\$ 2,062.50	\$ 65.00	\$ 3,575.00	\$ 45.00	\$ 2,475.00	\$ 72.00	\$ 3,960.00
11	Concrete Street Patching	SY	50	\$ 75.00	\$ 3,750.00	\$ 70.25	\$ 3,512.50	\$ 85.00	\$ 4,250.00	\$ 55.00	\$ 2,750.00	\$ 66.00	\$ 3,300.00
12	Adjust Sanitary Manhole to Grade	EA	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00	\$ 250.00	\$ 250.00	\$ 150.00	\$ 150.00
13	Adjust Water Meter to Grade	EA	97	\$ 125.00	\$ 12,125.00	\$ 100.00	\$ 9,700.00	\$ 75.00	\$ 7,275.00	\$ 250.00	\$ 24,250.00	\$ 85.00	\$ 8,245.00
14	Sodding	SY	500	\$ 7.50	\$ 3,750.00	\$ 46.00	\$ 23,000.00	\$ 15.00	\$ 7,500.00	\$ 8.50	\$ 4,250.00	\$ 6.75	\$ 3,375.00
15	Erosion and Sediment Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,700.00	\$ 1,700.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
16	Remove and Reset Mailbox	EA	10	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 75.00	\$ 750.00	\$ 100.00	\$ 1,000.00	\$ 150.00	\$ 1,500.00
17	Adjustment to Sprinkler System (Set Price)	EA	26	\$ 500.00	\$ 13,000.00	\$ 500.00	\$ 13,000.00	\$ 500.00	\$ 13,000.00	\$ 500.00	\$ 13,000.00	\$ 500.00	\$ 13,000.00
18	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,252.50	\$ 6,252.50	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00
BASE BID TOTAL:				\$	248,354.00	\$	235,311.50	\$	258,012.50	\$	278,570.75	\$	291,987.50
ALTERNATE #1 - 8TH STREET (HOLMES TO WILLOW BROOK)													
2	Compaction (Type C)	SY	728	\$ 3.00	\$ 2,184.00	\$ 2.00	\$ 1,456.00	\$ 3.00	\$ 2,184.00	\$ 3.50	\$ 2,548.00	\$ 2.00	\$ 1,456.00
3	Excavation	CY	121	\$ 8.00	\$ 968.00	\$ 22.00	\$ 2,662.00	\$ 15.00	\$ 1,815.00	\$ 14.00	\$ 1,694.00	\$ 16.00	\$ 1,936.00
4	4" Concrete Sidewalk	SY	708	\$ 30.00	\$ 21,240.00	\$ 26.50	\$ 18,762.00	\$ 29.00	\$ 20,532.00	\$ 34.25	\$ 24,249.00	\$ 40.50	\$ 28,674.00
5	6" Concrete Sidewalk Ramp	SY	20	\$ 50.00	\$ 1,000.00	\$ 33.50	\$ 670.00	\$ 85.00	\$ 1,700.00	\$ 42.00	\$ 840.00	\$ 66.00	\$ 1,320.00
6	Detectable Warning Surface	SF	45	\$ 25.00	\$ 1,125.00	\$ 6.25	\$ 281.25	\$ 15.00	\$ 675.00	\$ 15.00	\$ 675.00	\$ 6.00	\$ 270.00
16	Adjust Water Meter to Grade	EA	19	\$ 125.00	\$ 2,375.00	\$ 100.00	\$ 1,900.00	\$ 75.00	\$ 1,425.00	\$ 250.00	\$ 4,750.00	\$ 85.00	\$ 1,615.00
15	Erosion and Sediment Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00	\$ 150.00	\$ 150.00
16	Remove and Reset Mailbox	EA	1	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00
17	Adjustment to Sprinkler System (Set Price)	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
18	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 750.00	\$ 750.00
BASE BID TOTAL:				\$	31,492.00	\$	26,531.25	\$	29,631.00	\$	37,056.00	\$	36,821.00
ALTERNATE #2 - HENDERSON DRIVE (PAWNEE TO MARY)													
2	Compaction (Type C)	SY	700	\$ 3.00	\$ 2,100.00	\$ 2.00	\$ 1,400.00	\$ 3.00	\$ 2,100.00	\$ 3.50	\$ 2,450.00	\$ 2.00	\$ 1,400.00
3	Excavation	CY	117	\$ 8.00	\$ 936.00	\$ 22.00	\$ 2,574.00	\$ 15.00	\$ 1,755.00	\$ 14.00	\$ 1,638.00	\$ 16.00	\$ 1,872.00
4	4" Concrete Sidewalk	SY	700	\$ 25.00	\$ 17,500.00	\$ 26.50	\$ 18,550.00	\$ 29.00	\$ 20,300.00	\$ 34.25	\$ 23,975.00	\$ 40.50	\$ 28,350.00
15	Erosion and Sediment Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 980.00	\$ 980.00	\$ 150.00	\$ 150.00
18	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 750.00	\$ 750.00
BASE BID TOTAL:				\$	22,536.00	\$	22,724.00	\$	24,805.00	\$	30,243.00	\$	32,522.00
ALTERNATE #3 - LABRADOR BOULEVARD (ALLEY TO CAMPUS)													
2	Compaction (Type C)	SY	191	\$ 3.00	\$ 573.00	\$ 2.00	\$ 382.00	\$ 3.00	\$ 573.00	\$ 3.50	\$ 668.50	\$ 2.00	\$ 382.00
3	Excavation	CY	32	\$ 8.00	\$ 256.00	\$ 22.00	\$ 704.00	\$ 15.00	\$ 480.00	\$ 14.00	\$ 448.00	\$ 16.00	\$ 512.00
4	4" Concrete Sidewalk	SY	191	\$ 30.00	\$ 5,730.00	\$ 26.50	\$ 5,061.50	\$ 29.00	\$ 5,539.00	\$ 34.25	\$ 6,541.75	\$ 40.50	\$ 7,735.50
13	Adjust Water Meter to Grade	EA	1	\$ 125.00	\$ 125.00	\$ 100.00	\$ 100.00	\$ 75.00	\$ 75.00	\$ 250.00	\$ 250.00	\$ 85.00	\$ 85.00
15	Erosion and Sediment Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00	\$ 150.00	\$ 150.00
18	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00
BASE BID TOTAL:				\$	8,684.00	\$	6,447.50	\$	7,317.00	\$	8,908.25	\$	9,614.50
ALTERNATE #4 - JENNY AVENUE (TAYLOR PLAZA TO 12TH)													
2	Compaction (Type C)	SY	170	\$ 3.00	\$ 510.00	\$ 2.00	\$ 340.00	\$ 3.00	\$ 510.00	\$ 3.50	\$ 595.00	\$ 2.00	\$ 340.00
3	Excavation	CY	28	\$ 8.00	\$ 224.00	\$ 22.00	\$ 616.00	\$ 15.00	\$ 420.00	\$ 14.00	\$ 392.00	\$ 16.00	\$ 448.00
4	4" Concrete Sidewalk	SY	156	\$ 30.00	\$ 4,680.00	\$ 26.50	\$ 4,134.00	\$ 29.00	\$ 4,524.00	\$ 34.25	\$ 5,343.00	\$ 40.50	\$ 6,318.00
5	6" Concrete Sidewalk Ramp	SY	15	\$ 50.00	\$ 750.00	\$ 33.50	\$ 502.50	\$ 85.00	\$ 1,275.00	\$ 42.00	\$ 630.00	\$ 66.00	\$ 990.00
6	Detectable Warning Surface	SF	33	\$ 25.00	\$ 825.00	\$ 6.25	\$ 206.25	\$ 15.00	\$ 495.00	\$ 15.00	\$ 495.00	\$ 6.00	\$ 198.00
13	Adjust Water Meter to Grade	EA	2	\$ 125.00	\$ 250.00	\$ 100.00	\$ 200.00	\$ 75.00	\$ 150.00	\$ 250.00	\$ 500.00	\$ 198.00	\$ 396.00
15	Erosion and Sediment Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
17	Adjustment to Sprinkler System (Set Price)	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
18	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 750.00	\$ 750.00
ALTERNATE 4 TOTAL:				\$	9,739.00	\$	6,698.75	\$	8,524.00	\$	9,405.00	\$	10,190.00
GRAND TOTAL:				\$	320,805.00	\$	297,713.00	\$	328,289.50	\$	364,183.00	\$	381,135.00
RECOMMENDED AWARD TOTAL:				\$	279,846.00	\$	261,842.75	\$	287,643.50	\$	315,626.75	\$	328,808.50

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 2 NOVEMBER 2012

RE: AIRPORT PARKING LOT EXPANSION – BIDS

ISSUE

Bids were received this morning for the Garden City Regional Airport parking lot expansion project, which is funded 100% by KDOT. The project adds 200 parking spaces. The bid summary and tabulation are attached.

BACKGROUND

We received five bids, with two being under the engineer's estimate, with the low bid from J-A-G Construction Co. of \$429,230.75. Construction will likely begin next spring.

ALTERNATIVES

The Governing Body may accept or reject the bids.

RECOMMENDATION

Staff recommends awarding the contract to J-A-G Construction Company, in the amount of \$429,230.75, and authorizing the Mayor and City Clerk to execute the contracts when the documents have been returned by the contractor.

FISCAL

This project is funded in the 2012 GO Bond issue.

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

**CITY OF GARDEN CITY, KANSAS
ENGINEERING DEPARTMENT**

SUMMARY OF BIDS
11/2/2012, 10:00 am

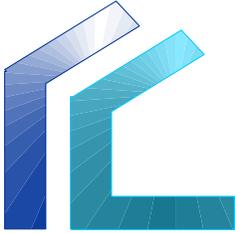
GCRA Parking Lot Expansion

BIDDER	BASE BID	COMMENT
ENGINEER'S ESTIMATE	\$ 509,942.00	
J-A-G Construction Co. Dodge City	\$ 429,230.75	LOW BID
Bryant & Bryant Const., Inc. Halstead KS	\$ 434,548.75	
Smoky Hill LLC Salina	\$ 511,585.30	
Lee Construction, Inc. Garden City	\$ 516,972.85	
Klaver Constructiton Co., Inc. Kingman	\$ 570,855.71	

GCRA Parking Lot Expansion

				Engineer's Estimate		J-A-G Construction Co. Dodge City		Bryant & Bryant Construction, Inc. Halstead		Smoky Hill LLC Salina		Lee Construction, Inc. Garden City		Klaver Construction Co., Inc. Kingman	
No.	Bid Item	Unit	Quan	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
BASE BID															
1	Clearing & Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 13,000.00	\$ 13,000.00	\$ 4,400.00	\$ 4,400.00	\$ 8,825.00	\$ 8,825.00	\$ 4,750.00	\$ 4,750.00	\$ 6,864.00	\$ 6,864.00
2	Tree Removal	EA	5	\$ 500.00	\$ 2,500.00	\$ 50.00	\$ 250.00	\$ 450.00	\$ 2,250.00	\$ 280.00	\$ 1,400.00	\$ 275.00	\$ 1,375.00	\$ 430.00	\$ 2,150.00
3	Excavation	CY	750	\$ 8.00	\$ 6,000.00	\$ 4.70	\$ 3,525.00	\$ 10.00	\$ 7,500.00	\$ 18.50	\$ 13,875.00	\$ 8.00	\$ 6,000.00	\$ 4.50	\$ 3,375.00
4	Contractor furnished excavation	CY	3,000	\$ 10.00	\$ 30,000.00	\$ 10.50	\$ 31,500.00	\$ 10.00	\$ 30,000.00	\$ 7.00	\$ 21,000.00	\$ 3.00	\$ 9,000.00	\$ 8.48	\$ 25,440.00
5	Curb & gutter	LF	1,322	\$ 18.00	\$ 23,796.00	\$ 16.50	\$ 21,813.00	\$ 20.00	\$ 26,440.00	\$ 23.45	\$ 31,000.90	\$ 19.50	\$ 25,779.00	\$ 27.10	\$ 35,826.20
6	8" base	SY	8,925	\$ 4.00	\$ 35,700.00	\$ 0.75	\$ 6,693.75	\$ 2.00	\$ 17,850.00	\$ 0.60	\$ 5,355.00	\$ 2.75	\$ 24,543.75	\$ 0.96	\$ 8,568.00
7	7" concrete pavement	SY	8,558	\$ 38.00	\$ 325,204.00	\$ 34.00	\$ 290,972.00	\$ 32.50	\$ 278,135.00	\$ 40.00	\$ 342,320.00	\$ 44.00	\$ 376,552.00	\$ 46.71	\$ 399,744.18
8	4" concrete sidewalk	SY	2,389	\$ 4.00	\$ 9,556.00	\$ 4.00	\$ 9,556.00	\$ 3.75	\$ 8,958.75	\$ 7.25	\$ 17,320.25	\$ 3.90	\$ 9,317.10	\$ 4.37	\$ 10,439.93
9	concrete sidewalk ramp	EA	4	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 550.00	\$ 2,200.00	\$ 830.00	\$ 3,320.00	\$ 1,100.00	\$ 4,400.00	\$ 1,200.00	\$ 4,800.00
10	4' concrete drainage flume	SY	28	\$ 40.00	\$ 1,120.00	\$ 40.00	\$ 1,120.00	\$ 45.00	\$ 1,260.00	\$ 110.00	\$ 3,080.00	\$ 38.00	\$ 1,064.00	\$ 200.00	\$ 5,600.00
11	4'x4' junction box	EA	4	\$ 3,500.00	\$ 14,000.00	\$ 2,900.00	\$ 11,600.00	\$ 2,500.00	\$ 10,000.00	\$ 3,675.00	\$ 14,700.00	\$ 2,400.00	\$ 9,600.00	\$ 2,700.00	\$ 10,800.00
12	4'x4' grate inlet	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 3,300.00	\$ 3,300.00	\$ 3,000.00	\$ 3,000.00	\$ 3,585.00	\$ 3,585.00	\$ 2,550.00	\$ 2,550.00	\$ 2,700.00	\$ 2,700.00
13	18" storm sewer	LF	373	\$ 44.00	\$ 16,412.00	\$ 23.00	\$ 8,579.00	\$ 25.00	\$ 9,325.00	\$ 33.00	\$ 12,309.00	\$ 28.50	\$ 10,630.50	\$ 23.76	\$ 8,862.48
14	24" storm sewer	LF	247	\$ 52.00	\$ 12,844.00	\$ 31.00	\$ 7,657.00	\$ 30.00	\$ 7,410.00	\$ 43.20	\$ 10,670.40	\$ 37.00	\$ 9,139.00	\$ 32.09	\$ 7,926.23
15	18" end section	EA	1	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 240.00	\$ 240.00	\$ 360.00	\$ 360.00	\$ 450.58	\$ 450.58
16	24" end section	EA	1	\$ 650.00	\$ 650.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 425.00	\$ 425.00	\$ 493.11	\$ 493.11
17	6" stone riprap	SY	47	\$ 30.00	\$ 1,410.00	\$ 20.00	\$ 940.00	\$ 35.00	\$ 1,645.00	\$ 54.25	\$ 2,549.75	\$ 27.50	\$ 1,292.50	\$ 65.00	\$ 3,055.00
18	Adjustment sanitary sewer mh to grade	EA	1	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 450.00	\$ 450.00	\$ 400.00	\$ 400.00	\$ 250.00	\$ 250.00	\$ 450.00	\$ 450.00
19	Adjustment water valve box to grade	EA	1	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 75.00	\$ 75.00	\$ 300.00	\$ 300.00	\$ 225.00	\$ 225.00	\$ 250.00	\$ 250.00
20	Replace electric pedestal with concrete vault	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 475.00	\$ 475.00	\$ 1,600.00	\$ 1,600.00	\$ 3,500.00	\$ 3,500.00	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00
21	Erosion and sediment control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,500.00	\$ 4,500.00	\$ 1,385.00	\$ 1,385.00	\$ 3,600.00	\$ 3,600.00	\$ 2,900.00	\$ 2,900.00
22	Pavement marking	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 9,400.00	\$ 9,400.00	\$ 8,250.00	\$ 8,250.00	\$ 6,150.00	\$ 6,150.00	\$ 12,900.00	\$ 12,900.00
23	Construction staking	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,900.00	\$ 5,900.00	\$ 8,270.00	\$ 8,270.00	\$ 15,761.00	\$ 15,761.00
TOTAL:				\$	509,942.00	\$	429,230.75	\$	434,548.75	\$	511,585.30	\$	516,972.85	\$	570,855.71

Other Entities Minutes



Garden City Recreation

AGENDA – Garden City Recreation Commission

Regular Meeting

Monday – October 29, 2012 @ 12:00 noon.

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.

 - Minutes of Regular Meeting September 24, 2012
 - Financial Reports for September 2012
 - Staff Reports for October 2012
 - Participation Reports for September 2012
- IV. Superintendents Report**
 - Santa's Christmas Carnival Volunteers (December 1st & 2nd at the Finney Co. Expo Building)
 - 2012-13 Board/Staff Dinner – When and Where?
 - CIP Meeting Dates
 - Recreation Director's Evaluation is set for the November meeting.
- V. New Business**
 - A. Facilities Tour of Clint Lightner Stadium, Fansler Field, Cleaver Field and Charles Peebles Complex
 - B. Approval of the 2012 Santa's Carnival Ride Contract with D & J Amusement Rides.
 - C.
- VI. Old Business**
 1. Registration quotes.
- VII. Executive Session** – Recreation Board will go into executive session at _____ p.m., for the purpose of discussing personnel issues. The Board will reconvene open session at _____ p.m.
GARDEN CITY RECREATION COMMISSION QUESTIONS & COMMENTS
- VIII. ADJOURNMENT**

Next Meeting
Monday, November 26, 2012
5:15 PM
Activity Center

**Garden City Recreation Commission
Minutes
Monday, September 24, 2012**

I. Call Meeting to Order

Chairperson Greg Hands call the meeting to order at 5:20 p.m. GCRC Board members present were Maria Hardwick, Anna Urrutia and David DuVall. GCRC Staff present were Superintendent John Washington, Assistance Superintendent Donna Gerstner, Maintenance Superintendent Brian Knight and Finance Director Terri Hahn.

II. Approval of Agenda

Motion by Maria Hardwick to approve the agenda, seconded by David DuVall. 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 from August 27, 2012 meeting.**
- b. Financial Reports from August 2012**
- c. Staff Reports from September 2012**
- d. Participation Reports from August 2012**

Motion by Maria Hardwick to approve the consent agenda, seconded by Anna Urrutia. Motion carried with all in favor.

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.** – Check was written to City of Garden City for spray ground funds from Start Smart of SW Kansas and Finnup Foundation in the amount of \$35,000.00.
- **25th Annual KRPA Golf Tournament, Friday, October 5, 2012 at Iron Horse Golf Club in Leawood, KS.** – Anyone like to attend the golf tournament in Leawood, KS please let John know.
- **NRPA Congress October 15th-20th in Anaheim, CA (John, Donna and Joan)** – John, Donna and Joan will be attending the NRPA Congress in Anaheim, CA. October 15-20th.
- **Office Remodel-converting the Board Room into two offices that will house Jared Rutti into one office and Amber/Salvador (Chava) into the other.** – Will be converting the Board room into two offices for Jared in one and Amber and Salvador in the other. Donna explained the plans of the remodeling with an estimated cost of \$4,459.00. The remodeling will be funded out of the capital fund. Motion by David DuVall to approve the renovation of the conference room into offices, seconded by Maria Hardwick. Motion carried with all in favor.
- **Image/Logo change update.** – Will bring information to the next meeting.

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.** – By next month, John wants to narrow down the capital improvements to the small projects that can be done without bond monies. Break the projects down to affordable projects of \$30,000 to \$75,000. John will send projects of what needs to be done to the Board. John would like this tabled until the next meeting. Motion by Maria Hardwick to table the 2013-2017 Capital Improvements until the next meeting, seconded by David DuVall. Motion carried with all in favor.
2. **Sports Director, Jared Rutti is requesting for approval the 2012-2013 Picture Bids.** - Sports Director Jared Rutti sent out bids for pictures for the youth sports. One bid came back which was Lifetouch. Motion to approve the 2012-2013 picture bid from Life Touch by Maria Hardwick, seconded by Anna Urrutia. Motion carried with all in favor.
3. **Superintendent is requesting for approval for a cash advance in the amount of \$300 for travels expenses for the 2012 NRPA Congress.** – John is asking for approval for a cash advance in the amount of \$300 for travel expenses for the 2012 NRPA Congress. Motion by Maria Hardwick to approve a cash advance in the amount of \$300 to John for NRPA Congress, seconded by Anna Urrutia. Motion carried with all in favor.
4. **GCRC Southside/Mid Town Facilities Tour. Completion of facilities will occur during the October Staff meeting.** – Motion by David DuVall to table the facilities tour until next meeting, October 29, 2012 at 12pm. Seconded by Anna Urrutia. Motion carried with all in favor.

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

Motion by Maria Hardwick to adjourn the meeting. The meeting adjourned at 6pm. Seconded by David DuVall. Motion carried with all in favor.

Terri Hahn
Secretary

Approved October 29, 2012