AGENDA
CITY COMMISSION MEETING
Tuesday, December 4, 2012
12:00 P.M. Regular Meeting

I. Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., Governing Body and Administrative staff will tour the United Methodist Mexican American Ministries building and the pre-meeting is open to the public.

II. REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.

III. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(1) pertaining to personnel matters of non-elected personnel and their contractual obligations because if this matter were discussed in open session it might invade the privacy of those discussed.

IV. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION. (This portion of the meeting will begin at 1:00 p.m.)

V. APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.

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

VII. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.

A. The City Commission and City Manager Allen wish to take this opportunity to recognize the dedicated service of the following employees who have reached milestones in their service for the City.

For 30 years of service:

Marsha Rupp	Systems Manager	Police

For 20 years of service:

Howard Lehman	Solid Waste Supervisor	Solid Waste
Sam Curran	Public Works Director	Public Works

For 10 years of service:

Ed Borgman	Superintendent	WWTP
Robert Phillips	Computer Systems Analyst	IT
Matt Allen	City Manager	Administration
Paula Nevin	Records Clerk	Police
Tami Sauseda	Crime Analyst	Police
Greg Bordewick	Animal Keeper II	Zoo
Stephanie Fontenot	Secretary / Registrar	Zoo
Gabe Calvillo	Master Police Officer	Police
Omar Mora	Master Police Officer	Police
Jason Bennett	Lieutenant	Fire
Rosario Ibarra	Clerk Cashier Supervisor	Service & Finance
Raelene Stoecklein	Office Clerk	Engineering

B. The City Commission and City Manager Allen would like to take this opportunity to recognize the employee(s) receiving the distinguished service award.

C. Golf Professional Cole Wasinger requests Governing Body approval and consideration for a waiver to authorize the possession and consumption of alcoholic liquor on December 14, 2012 for an Open House event.

VIII. REPORT OF THE CITY MANAGER.

A. The City has received the 3rd quarter franchise payment from Cox Communication in the amount of $56,260.18 and from AT&T for the month of October 2012 in the amount of $6,281.42.

B. Update on the old American Legion building project from Community Development Director Kentner.

C. The City received Notice of Wholesale Power cost increase from Wheatland Electric, Inc. Public Utilities Director Muirhead will discuss the impact of the 2012 and 2013 increases to the wholesale power cost on the projected electric utility's cash balances and rate structure.

D. Staff has provided items of information for Governing Body review including the following: from Finance Director Hitz the monthly sales tax report and from Assistant City Engineer Mestdagh the monthly construction update.

E. Meetings of note:

- ✓ 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.
- ✓ Mayor's Christmas Dinner – 6:00 p.m. at Samy's Spirits and Steakhouse.
- ✓ January 2, 2013 – City Commission meeting at 1:00 p.m. at the City Administrative Center

IX. CONSIDERATION OF APPROPRIATION ORDINANCE.

A. Appropriation Ordinance No. 2328-2012A.

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

A. Resolution No. _____-2012, a resolution making certain findings and determinations as to the need for a Rural Housing Incentive Policy within the City of Garden City, Kansas and setting forth such policy to incentivize housing developments.

B. Resolution No. _____-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. (1201 N. Third Street – black Toyota Sequoia)

XI. OLD BUSINESS.

A. Governing Body review of progress report on 2012-2013 City Commission Goals.

B. Public Utilities Director Muirhead will be present to discuss updates on the Power Supply options as directed by City Commission on the November 20, 2012 meeting.

XII. NEW BUSINESS.

A. City Clerk Hurtado has provided the enclosed memorandum and information pertaining to the renewal of the General Liability and Property Insurance package for 2012. The Governing Body is requested to consider and approve the insurance policy proposal recommendation.

B. Governing Body consideration and approval of the 2013 Legislative Policy.

C. Discussion of appointing a City representative to the Finney County Economic Development Corporation board.

D. In follow-up to a recommendation by Commissioner Doll at the November 20, 2012 meeting, City Manager Allen will discuss holiday hours (Christmas Eve) and the financial impact to the City if Christmas Eve was added to the approved holidays for 2012. Governing Body is asked to provide direction.

E. Staff is requesting direction as it relates to the 2013 Budget and public funding for local art groups.

F. Staff is requesting Governing Body consideration of entering into an Interlocal Contract with HGACBuy of Houston, Texas for the lease/purchase of a new 2013 Pierce Combination Pumper.

G. Finance Director Hitz and staff have provided the enclosed Notice of Budget Hearing for review and consideration. A request has been made to the Governing Body to authorize a Public Hearing on December 18, 2012, at 1:30 p.m. for the amendment to these listed funds in the 2012 Budget: Finnup Trust, 12-6a13 Revolving, Health Insurance Reserve, Airport Improvement and Golf Course Building.

H. Advisory Board Recommendations:

1. Airport Advisory Board - 1 appointment

I. ***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 acceptance of an Indigent Defense Agreement authorizing the City of Garden City to retain William A. Wright, an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City (Municipal Court).

2. Governing Body consideration and acceptance of an Indigent Defense Agreement authorizing the City of Garden City to retain Robert J. Kennington, an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City (Municipal Court).

3. Licenses:

(2012 New)

a) Erv Smith Services, Inc ..... Class D-M Mechanical
b) CJ Lee Contracting.....Class E-SOC Specialized Other

(2012 Renewal)

c) Pizza Hut #125. ..... Cereal Malt Beverage
d) Pizza Hut #102. ..... Cereal Malt Beverage
e) Cleary Building Corp.....Class A General
f) BG Construction, Inc. .....Class A General
g) Midwest Underground Technology, Inc. .....Class A General
h) Nabholz Construction Corporation.....Class A General
i) Panhandle Steel Erectors, Inc. .....Class A General
j) 5-Star Electric.....Class B General
k) Amos Built Homes.....Class B General
l) Amos Construction, Inc. .....Class B General
m) Brungardt Plumbing .....Class B General
n) Bogner Oilfield Service, Inc. .....Class B General
o) Mid-Plains Construction, Inc.....Class B General
p) Chambless Roofing, Inc. .....Class B General
q) City of Garden City .....Class B General
r) D&K Environmental, Inc. .....Class B General
s) Dwight Ford .....Class B General
t) Farr Construction.....Class B General
u) Fuller Construction .....Class B General
v) Lonnie Sassaman.....Class B General
w) Mark Davis Construction .....Class B General
x) Paul Teetzen Construction .....Class B General
y) PDQ Tower Services, Inc. .....Class B General
z) Premier Construction, LLC .....Class B General
aa) RC Electric, LLC .....Class B General
bb) Rolox .....Class B General
cc) Service First Contracting .....Class B General
dd) Stoecklein Construction.....Class B General
ee) Superior Home Improvements.....Class B General
ff) TD Construction.....Class B General
gg) City of Garden City of Garden City ..... Class D-E Electrical
hh) Freedom Electric, Inc..... Class D-E Electrical
ii) RC Electric, LLC ..... Class D-E Electrical
jj) VanCampen Electric..... Class D-E Electrical
kk) Wheatland Electric, Inc..... Class D-E Electrical
ll) Sepulveda's Applicances..... Class D-M Mechanical
mm) Unger Heating & Air Conditioning, Inc. ..... Class D-M Mechanical
nn) Bamford Fire Sprinkler Co., Inc. .....Class E-BF Backflow Test
oo) Brungardt Plumbling .....Class E-BF Backflow Test

pp) Western Irrigation, Inc.....Class E-BF Backflow Test
qq) Maestas Rentals.....Class E-L Landlord
rr) CJ Lee Contracting.....Class E-SOC Specialized Other
ss) Hinkle Tree Service .....Class E-SOC Specialized Other
tt) J&K Tree Trimming & Removal .....Class E-SOC Specialized Other
uu) Mason Tree Care.....Class E-SOC Specialized Other
vv) Wehkamp Excavating, Inc. .....Class E-SOC Specialized Other
ww) Commercial Sign Co.....Class D-SI Sign Installation
xx) VanCampen Electric.....Class D-SI Sign Installation
yy) Brungardt Plumbing.....Class D-P Plumbing w/ Gas
zz) City of Garden City .....Class D-P Plumbing w/ Gas
aaa) Dreiling Construction, LLC.....Class D-P Plumbing w/ Gas

XIII. CITY COMMISSION REPORTS.

A. Commissioner Law

B. Commissioner Cessna

C. Mayor Crase

D. Commissioner Doll

E. Commissioner Fankhauser

XIV. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS
City of Garden City
November 20, 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, November 20, 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.

Commissioner Cessna moved to authorize the Mayor to proclaim November 20, 2012 as James Mireles Day. Commissioner Doll 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

The City and Marshall Woodberry closed on the sale of the Fleming Street & Mary Street property on November 13, 2012, the net proceeds to the City after closing costs were $68,572.69. Mr. Woodberry is having plans prepared for a 7,850 sq. ft. four-tenant professional office building.

Staff provided an updated report, with additional information, regarding the 2012 Fall Clean-up Program.

Community Development Director Kentner provided a memorandum regarding an analysis of the Garden City Building Codes as submitted by Insurance Services Office, Inc. (ISO).

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

Meetings of note:

- ✓ 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.

Appropriation Ordinance No. 2328-2012A, "AN APPROPRIATION ORDIANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF $2,633.09," was read and considered section by section. Commissioner Fankhauser moved to approve and pass Appropriation Ordinance No. 2328-2012A. 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

Ordinance No. 2577-2012, "AN ORDINANCE REGULATING FEES PERTAINING TO SOLID WASTE COLLECTION IN THE CITY OF GARDEN CITY, KANSAS, AMENDING CODE SECTION 74-37; REPEALING CURRENT CODE SECTION 74-37; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS," was read and considered section by section. Commissioner Fankhauser

moved to approve Ordinance No. 2577-2012. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2509 - 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," (104 North 3rd Street), was read and considered section by section. Mayor Crase moved to approve Resolution No. 2509-2012. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Public Utilities Director Muirhead provided an update on the review of Municipal Power Supply options. Representatives from Wheatland Electric, Inc. and Sunflower Electric were present and answered questions from Governing Body. The Governing Body agreed to consider next steps in evaluating their power supply options at the December 4, 2012 meeting.

Commissioner Cessna moved to approve authorizing Task Order Number 9 – for the design engineering services on the Snow Removal Equipment building, Runway Guard Lights and Hold Position Sign between HNTB Corporation and the City of Garden City. Commissioner Doll 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 and accept an agreement with Utility Service Line Maintenance Proposals submitted by Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (SLWA) with 10% revenue collected from warranty subscriptions to be returned to the City of Garden City. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Nay

Commissioner Fankhauser moved to approve the following:

1. Governing Body accepted bids received November 16, 2012 and authorization for the Mayor and City Clerk to execute the contracts for the US-83 Reconstruction and Widening project related to Schulman Crossing.

US-83 RECONSTRUCTION & WIDENING

PROJECT # 28 KA-3116-02

BIDDER	TOTAL BID	COMMENT
ENGINEER'S ESTIMATE	$ 3,105,400.55	
Smoky Hill, LLC Salina	$ 2,328,761.97	LOW
J-A-G Construction Co. Dodge City	$ 3,147,475.74	

2. Governing Body accepted a utility easement from Worf Land LLC related to Schulman Crossing.

3. Governing Body accepted an Indigent Defense Agreement authorizing the City of Garden City to retain Lara Bors, an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court- appointed attorneys in the Municipal Court of the City (Municipal Court).

4. Governing Body accepted an Interlocal Agreement between the City of Garden City and Kansas Municipal Insurance Trust (KMIT) for changes to the 2013 Workers' Compensation Insurance Coverage and approved Resolution No. 2510-2012 authorizing the Mayor to execute the Bylaws and Interlocal Agreement.

5. Governing Body accepted a Release of Mortgage, by and between CDBG and R & R Frame & Axle, Inc.

6. Governing Body accepted the Pole Attachment Agreement from Ideatek Systems, Inc.

7. Permission for Gerardo Acosta-Chavez to reserve Space 3, Lot 49' Zone J of Valley View Cemetery for the consideration of $50.00 for the period of one year.

8. Licenses:

(2012 New)

a) The Law Company, Inc..... Class A General
b) Sears Home Improvement Products, Inc. ..... Class A General
c) Harbin Construction..... Class A General
d) Hansen-Rice, Inc. ..... Class A General
e) Continental Siding Supply ..... Class A General
f) HABCO, Inc. ..... Class A General
g) Compton Construction Corporation..... Class A General
h) Morton Buildings, Inc..... Class A General
i) Rick S. Walz ..... Class B General
j) R.J.'s Plumbing & General Contracting, Inc. ..... Class B General
k) Garden City Habitat for Humanity ..... Class B General
l) Kearney & Son, Inc..... Class B General
m) Rental Enterprise..... Class B General
n) Hayden Tower Service, Inc. ..... Class B General
o) John H. Hotz ..... Class B General
p) Precision Siding & Construction. .....Class E-SOC Specialized
q) KONE, Inc. .....Class E-SOC Specialized
r) Rob Preston.....Class E-SOC Specialized
s) Sturdi-Bilt Storage Barns.....Class E-SOC Specialized
t) Dreiling Construction, LLC.....Class E-SOC Specialized
u) Roth Glass & Framing, LLC.....Class E-SOC Specialized
v) Square Deal Handy Services.....Class E-SOC Specialized
w) Brick & Block Works .....Class E-SOC Specialized
x) Fief Company.....Class E-SOC Specialized
y) Western Irrigation, Inc. .....Class E-SOC Specialized
z) American Fire Sprinkler Corporation ..... Class E-S Specialized
aa) Ad-Bench-Er.....Class D-SI Sign
bb) Luminous Neon, Inc.....Class D-SI Sign
cc) St. Catherine Hospital .....Class E-BF Backflow
dd) R.J.'s Plumbing & General Contracting, Inc. .....Class E-BF Backflow
ee) Sperry Construction, Inc. .....Class D-MA Masonry

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

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

_____
David D. Crase, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Fankhauser attended the Blue Ribbon presentation at Garden City High School and stated it was well attended with approximately 2,000 students in attendance Commissioner Fankhauser was very impressed. Commissioner Fankhauser congratulated the School District on this achievement.

Commissioner Law congratulated R&R Frame and Axel, Inc. on the release of the mortgage. Commissioner Law stated it was nice to see a program being used as it should be.

Commissioner Cessna commented on the outstanding educational achievements that have been made in the recent weeks. Commissioner Cessna said he was pleased with Garden City Regional Airport's enplanement numbers and pleased to see the need for additional parking. Commissioner Cessna stated it was all great news for Garden City. Commissioner Cessna wished everyone a safe and Happy Thanksgiving.

Mayor Crase thanked Commissioner Fankhauser for filling in during his recent absence and said he hopes all members of the Governing Body understand his business needed him. Mayor Crase stated that Liberal is a great city, however you don't realize what our community has until you go to a community that doesn't have the same programs. Mayor Crase stated that Garden City is very blessed to have what we have here and thanked everyone.

Commissioner Doll stated he will not be at the December 4, 2012 meeting. Commissioner Doll expressed his appreciation and congratulations to the school district for the recent achievements by two principals and the high school and stated that is what makes Garden City pretty special. Commissioner Doll stated that the City is a good place to live because of the good employees that work here and he said he believes that employees should have Veterans Day and Christmas Eve off. Commissioner Doll stated employees should get recognized for their hard work. Commissioner Doll read a resignation letter from the Governing Body that will go into effect on January 2, 2013.

Mayor Crase asked for any applicants interested in filling the unexpired term of Commissioner Doll to submit letters of interest to the City Clerk by December 14, 2012 at 5:00 p.m.

Petitions

Buffalo Dunes

Memo

To: Matt Allen, City Manager & Governing Body of Garden City, Ks.

From: Cole Wasinger, Golf Pro Buffalo Dunes

CC:

Date: 11/28/2012

Re: Open House December 9th 2011 Buffalo Dunes

Matt-

I am hosting an open house on December 14th at 4:00 p.m. to promote my golf shop business and I want to serve alcohol.

Per City attorney Randy Grisell I need a waiver from the City Commission to Code section 6-133 to authorize the possession and consumption of alcoholic liquor at an event at Buffalo Dunes. I intend to serve alcoholic liquor to persons at Buffalo Dunes on December 14th. There would be no charge for the alcohol, and I would control the dispensing and serving of alcohol according to state statute.

Respectfully requested,

Cole Wasinger

Golf Pro

Buffalo Dunes

Report of the City Manager

DR0174

COX COMMUNICATIONS, INC.
1400 LAKE HEARN DRIVE, NE
ATLANTA, GA 30319

1,345

20912223

COX COMMUNICATIONS

Return Service Requested

000673 R3K5T1A
CITY OF GARDEN CITY - FRANCHISE
301 N 8TH
GARDEN CITY KS 67846-5340

Check Date: 11/09/2012
Vendor Number: 13037

Invoice Number	Invoice Date	Voucher Number	P.O. Number	Reference	Gross Amount	Adjustment Amount	R	Net Amount
FF090CT1224757	09/30/12	COX		3Q 2012 FRANCHISE FEES	$56,260.18			$56,260.18

CITY of GARDEN CITY, KANSAS

96424

Garden City, Kansas, 11/20, 20 12

RECEIVED OF Cox Communication $ 56,260 18

DOLLARS

For Franchise Fee 3rd Qtr 2012

General Operating ____ Cemetery Endowment ____ 001-00-000-3065

Water ____ Solid Waste ____

Electric ____ Housing ____ Melinda Hitz

Airport ____ Fund ____ City Clerk

$56,260.18	$0.00		$56,260.18

R3K5T114 000673 31415820151 NNNNN NNNNN NNNNNNNN 000001

KS

Kansas, Garden City Municipal Fee (AT&T)

Reporting Period: October 1, 2012 to October 31, 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: 11/15/2012

Total Fee Due:	**$6,281.42**
Adjustments:	**$0.00**
Uncollectibles:	**$0.00**
Admin Fees:	**$0.00**
Net Fee Amount to be Remitted:	**$6,281.42**

Remit To:

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

Tax Payer:

11/13/2012

Steven Shashack, Assistant Vice President - Tax **Date**

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

Tax Preparer:

Jade Wade

11/13/2012

Jade Wade, Manager **Date**

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

WHEATLAND ELECTRIC

A Touchstone Energy® Cooperative

November 29, 2012

Mr. Matt Allen
City Administrator
City Administration Center
301 N. 8th Street
Garden City, KS 67846

RE: Notice of Wholesale Power Cost

Dear Matt:

Enclosed herewith please find a Notice of Rate Increase in the Wholesale Power Cost by Sunflower Electric Power Corporation. I know we have been discussing this increase and an even larger increase of 6.0% for some time but I felt Wheatland should put the 3.15% increase in writing so you could show the City Commission and the Consultants.

Sincerely yours,

Bruce Mueller
General Manager

101 Main Street
(620)-872-5885

P.O. Box 230
Toll Free (800)-762-0436
E-mail electric@weci.net

Scott City, Kansas 67871
Fax (620)-872-7170

NOTICE OF INCREASE IN WHOLESALE POWER COST

On this 29th day of November, 2012 the City of Garden City, Kansas is by these presents given notice by Wheatland Electric Cooperative, Inc. of an increase in the City's wholesale power cost by Sunflower Electric Power Corporation of 4.15% effective January 1, 2013. Certain cost reallocations between Sunflower Electric Power Corporation and Mid-Kansas Electric Company, LLC. will result in a reduction in the Sunflower Electric Power Corporation's wholesale power cost of 1.0% making the effective wholesale power cost increase 3.15% as of January 1, 2013.

This Notice of Increase in Wholesale Power Cost is given pursuant to paragraph 8. Notice of Rate application in the Electric Service Agreement between the City of Garden City and Wheatland Electric Cooperative Inc. dated December 28, 2007.

Respectfully submitted

Bruce Mueller, General Manager
Wheatland Electric Cooperative Inc.

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	208,611
DECEMBER	58,085	73,954	75,058	97,466	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	0
TOTAL RECEIPTS	1,030,010	1,118,546	1,142,399	1,291,473	1,196,011	1,163,668	1,129,136	1,114,745	1,114,837	1,156,551	1,250,370	1,400,082	1,416,852	2,030,635	2,161,984	2,182,787
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 & THERE AFTER 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	474,976
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	3,694,201	4,090,304	4,097,107	4,361,650	4,264,300	4,199,181	4,085,619	4,239,689	4,135,146	4,286,883	4,554,294	5,171,057	5,112,939	4,926,706	5,241,531	5,102,285
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%	

Engineering Department

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

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

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MEMORANDUM

DATE: November 29, 2012

TO: Governing Body

FROM: Alex Mestdagh

RE: Construction Update

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

Schulman Crossing
The concrete paving of Lareu Road has been completed. The concrete paving on the east half of Schulman Avenue has also been completed, and work has shifted to the westbound lanes of the west half of Schulman. Schulman is open to local traffic on a one-way (eastbound) access road from US-50/83/400 to Jennie Barker Road. When the westbound lanes have been completed, traffic will be shifted to these new lanes and the eastbound lanes will be constructed.

The second portion of roadway construction, the proposed US-50/83/400 Bypass improvements, has been awarded and work could begin on this project as early as December. The compressed schedule of this project has led to a proposed plan that includes closing the US-50/83/400 Bypass from Kansas Avenue to Spruce Street to allow for expedited construction. Traffic is proposed to be detoured to Campus Drive during work.

South Main Street Reconstruction (Fulton to Maple)
The reconstruction of the center two lanes of Main Street from the railroad to Maple Street was completed last week. Traffic has been shifted to these new lanes, and work has shifted to the outside lanes through this same area. Access to Santa Fe Street will be restricted from Main at times during this phase. 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.

Safe Routes to School Sidewalk Construction
Depending on weather and contractor availability, work on several sidewalk locations may begin in December. The bulk of this project will be constructed in 2013.

Garden City Regional Airport Parking Lot Expansion
Depending on weather and contractor availability, work on the underground portions of this project may begin this winter. Grading and paving work will follow shortly thereafter, as weather allows.

Marriott Hotel Waterline Extension
The watermain construction to serve the new Marriott is underway and should be completed in two to three weeks.

CONSIDERATION OF APPROPRIATION ORDINANCE

Ordinances
&
Resolutions

GARDEN CITY
KANSAS

COMMUNITY
DEVELOPMENT
DEPARTMENT
SERVING
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HOLCOMB
AND
FINNEY COUNTY
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Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: 11/29/2012
Re: Renewal of a Resolution Passed in September of 2011 Determining a Need for a Housing Incentive Policy within the City of Garden City

ISSUE: Renewal of a resolution passed in September of 2011 which determined a need for a Housing Incentive Policy within the City of Garden City.

BACKGROUND: In September of 2011 a developer approached the City about using a program called the Rural Housing Incentive District Program (RHID) established by K.S.A. 12-5241 to help finance the first phase of an apartment complex named the Reserves at Prairie Ridge on Campus Drive.

Prior to undertaking the process of adopting an RHID the City passed a resolution outlining a policy to determine what projects would be viable. The resolution was to be renewed annually. Staff has reviewed the resolution and determined that it should be amended to include standards for applying the RHID program. The standards recommended by staff include:

1. An administration fee of five percent (5%) of the total amount of eligible costs for the project.
2. A payment of fifty percent (50%) of the total amount of eligible costs for the project should the developer choose to ask the City to bond the eligible costs.
3. A requirement that the developer outline how his project will meet the housing needs of Garden City as outlined in the most current housing study provided by the City.

ALTERNATIVES:

1. The Commission may elect to renew the resolution as amended.
2. The Commission may elect to not renew the resolution.
3. The Commission may elect to renew the resolution with further amendments.

RECOMMENDATION Staff recommends renewal of the resolution as amended.

FISCAL NOTE: A developer has two (2) options under the amended resolution which would provide two possible outcomes:

1. The developer may choose to privately finance the RHIDs eligible costs, in which case there is no fiscal responsibility to the City other than to ensure that the developer receives his rebate checks. A five percent (5%) administration fee paid to the City will be included in the eligible costs of each project.
2. The developer may choose to ask the City to Bond the eligible costs of the RHID, in which case he is required to pay the City fifty percent (50%) of the amount to be bonded as an insurance against default. The City will then assume the fiscal responsibility to collect the rebates to pay down the bond.

(Published in the Garden City Telegram on the _____day of December, 2012)

RESOLUTION NO._____

A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR A HOUSING INCENTIVE POLICY WITHIN THE CITY OF GARDEN CITY, KANSAS AND SETTING FORTH SUCH POLICY TO INCENTIVIZE HOUSING DEVELOPMENTS.

WHEREAS in December of 2008 Finney County Economic Development Department funded a Community Housing Assessment Team (CHAT) report for Finney County in order to document what the specific housing needs were in our County.

WHEREAS the CHAT report indicated that Garden City will need to build approximately fifty eight (58) units annually from 2008-2013 and 60 units annually from 2014-2020 in order to properly house our growing population.

WHEREAS the 2008 CHAT was updated in August of 2012 indicating a need to build approximately sixty (60) units annually between 2013 and 2017.

WHEREAS the following will be utilized to guide staff in developing opportunities to incentivize the development of housing in Garden City, KS.

Standards for Incentives: Incentives offered by the City of Garden City (City) should meet all of the following standards:

1. Utilization of an innovative program which assists in financing the cost of infrastructure or qualified development costs with minimal risk to the City at large;
2. Create a sense of partnership with developers in order to work through building code regulations;
3. Create an environment for the development community that offers a predictable development process associated with fair and cost effective incentives.

Prohibited Incentives: Incentives which do not fulfill the following standards will not be considered:

1. Assure taxpayers that the City is not financing an already viable project;
2. Assure taxpayers that the development has offered the City safeguards that will commit the developer to complete the project.

Incentives:

1. **Maintain a single point of contact for developers.** The City will assign an individual to work with developers as a facilitator in order to navigate the development process. A single contact for all questions involving procedural, code and development requirements should relieve frustration sometimes felt by developers. The facilitator will in turn work with all other departments to assure that issues involving overlapping authority are resolved. This process should assure the consistent interpretation of City Codes, ordinances and technical standards.

   The City has already streamlined the review period by providing facilitation, certainty, and clarity throughout the review process. The speed of the review period, however, depends on how staff and the applicant perform *together*. Providing corrections, responding to comments, and ultimately securing an approval in a timely manner is a responsibility that staff and the applicant's design team share.

2. **Utilize state provided incentive programs for both single family and multifamily developments.**

   The *Rural Housing Incentive District* appears to be the incentive that is the best fit single family and multifamily developments. The District alleviates the need for special assessments by allowing the incremental property tax (e.g. tax on improved property less the tax on the vacant property) to be applied to the cost of the infrastructure for the development. All taxing entities participate. The Finney County Board of Commissioners, USD 457, and Garden City Community College are not required to take action to authorize the use of this tool, but do retain the authority to nullify the creation of a District by passing a resolution determining that the proposed District will have

an adverse effect to their taxing jurisdiction within thirty (30) days of the public hearing at which the District is created by ordinance of the City.

3. **Offer City owned surplus property** at fair market value to developers of moderate and higher rental units and homes. The City reserves the right to offer the land as a sole incentive to developers of the preceding ranges. The City does not want to be perceived as undermining the available land opportunities.

4. **Nothing shall prohibit the City from utilizing traditional incentives** for public improvements within the City of Garden City as approved by the City Commission. Examples include special assessments and/or special benefit districts.

5. **Sponsoring or co-sponsoring grant request to state and/or federal agencies.** Examples may include Community Development Block Grants, U.S.D.A. grants or similar type programs which may provide assistance with infrastructure, housing or housing related programs.

Standards for Applying the RHID Program:

Any development that applies to participate in the RHID program will:

1. Perform a Financial Analysis as required by statute for each project to determine if the rebates will cover the estimated eligible costs of the project. Such analysis shall be calculated at a flat rate pegged to the initial estimated rebate increment.
2. Pay an administration fee equal to five percent (5%) of the total estimated costs for the project to the City which may be included in the list of eligible project costs.
3. Pay 100% of the eligible costs of the project and receive annual rebate payments from the City; or
4. Provide a payment equal to no less than fifty percent (50%) of the estimated total of eligible costs for the project should the developer request the City to bond the eligible costs for the project. The Developer will sign over all rebates to the City for the purpose of repayment of the Bond. Funds will be kept in a dedicated fund account for the duration of the project to protect against default. After the conclusion of the project the funds shall be used as follows:
   A. Community Development;
      I. Biennial Housing Studies
      II. Biennial Commercial Market Studies
      III. Additional Incentive Programs for Housing Projects
   B. Extending, oversizing, and maintaining public utilities;
   C. Extending, upgrading, and maintaining public right-of-ways;
5. The developer shall provide a summary describing how the project meets the needs outlined by the most current housing study provided by the City.

Reservations:

The City of Garden City reserves the right to not allow the use of incentives or the right to vary the percentage of City participation when unusual circumstances so warrant or whenever, in the opinion of the City Commission sufficient properties are already available for the type of development being considered.

Housing Incentive Committee:

A Housing Incentive Committee should be comprised of the Chief Elected Official or his/her designee and Chief Administrative Officer or his/her designee from each of the following taxing jurisdictions; The City of Garden City, Finney County, USD 457, and Garden City Community College. The Committee shall conduct a thorough review and evaluation

of any housing incentive application brought forward for the Governing Body's consideration, which includes incentive requests which will result in a property tax deferral or rebate. The Committee shall gather and review any additional information deemed necessary to determine if the applicant meets the objectives and criteria of this and any applicable incentive, conduct preliminary discussions with the applicant/development advocate, discuss terms of a development agreement to be drafted by City staff and to recommend to the Governing Body whether the proposal should be favorably considered.

The Committee may use the services of outside professional consultants and advisors as part of the review, as necessary. Committee records, including proposals submitted, may be withheld from public disclosure as provided under the Kansas Open Records Act. Any inaccuracy, misstatement of, or error in fact may render the proposal null and void and may cause a repeal of any development assistance rendered through any housing incentive granted by the City in reliance upon said information.

Annual Renewal:

The incentive program must be renewed annually in order for the incentive program to continue. The annual review and consideration reflects an effort to protect the City in case of an economic downturn.

Approved this 4th day of December 2012 and signed by the Mayor.

_____
David D. Crase, Mayor

ATTEST:

_____
Celyn N. Hurtado, Acting City Clerk

APPROVED AS TO FORM:

_____
RANDALL D. GRISELL, City Counselor

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

RESOLUTION NO. _____

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.

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

WHEREAS, the resident and/or owners of the private property at the addresses listed herein have been notified pursuant to Section 38-63 of the 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 the Public Officer is hereby authorized to abate the following motor vehicle nuisance conditions:

1201 N. Third Street - *Vehicle parked in the back yard of property. Black Toyota Sequoia.*

SECTION 2. The abatement costs incurred by the City shall be charged against the lots or parcels of ground on which the motor vehicle nuisance is located.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 4th day of December 2012.

_____
David D. Crase, MAYOR

ATTEST:

_____
Celyn N. Hurtado, CITY CLERK

1201 N. THIRD STREET

Old Business

GARDEN CITY
KANSAS

CITY COMMISSION

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ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
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MEMORANDUM

TO: Governing Body

FROM: Matt Allen, City Manager

DATE: November 30, 2012

RE: 2012-2013 Goals Update

Issue

The following is intended to provide members of the Governing Body an update on the status of the goals adopted for 2012-2013.

Background

At the annual retreat held February 15, 2012, members of the Governing Body met for the purpose of drafting a set of goals on which City staff should focus throughout the remainder of 2012 and early 2013.

Following a series of activities intended to provide Governing Body members with additional information and background, Governing Body members identified the issues that comprise the 2012-13 City Commission Goals. What developed from the meeting was a draft of 58 goals and objectives; each was assigned a value based on importance. From that list, Staff developed a categorized set of goals, the Strategic Objective Plan, which incorporates those objectives that were assigned a value of “10” or greater.

The 2012-2013 Strategic Objective Plan was reviewed and approved by the Commission at its meeting March 20. Since that time, staff has been working toward achieving these goals. A status update is attached for your review.

Recommendation

There is no recommendation. This report was generated for the Governing Body’s review.

2012-2013
City of Garden City
Strategic Objective Plan

ACTION STEPS	DEPARTMENTS	STATUS
GOAL: Support Economic Development Activities		
Increase the quantity of quality living units in Garden City.	Planning & Community Development	45 new home homes, apartments and manufactured houses have been added in Garden City so far this year with another half dozen under construction.
Establish rail spur to Garden City Regional Airport to stimulate multi-modal development of the industrial park area	Airport & Engineering	Discussions with a potential industrial park developer have been held. Rail could be a need depending upon industrial tenants. Finney County Economic Development Corporation has identified a possible finance source for the $3 million cost.
Promote retention of existing business	Planning & Community Development	We continue to provide service to businesses to assist them at their current locations or in relocating within the City.
Explore land purchase opportunities for industrial development	City Manager/Commission	City and County discussions have occurred at joint meetings and at the 2012 Finney County Economic Development Corporation retreat. A comprehensive asset strategy is underway.

GOAL: Improve Path to Citizenship

Improve the pathway to citizenship for our immigrant residents	City Manager/Commission	Work through the Southwest Kansas Coalition (SKC) has identified opportunities to potentially improve service delivery on certain aspects of the naturalization process. Officials from Garden City, Dodge City and Liberal continue to work in this regard.

GOAL: Maximize Value of City Utilities for Customers

Explore feasibility of municipal power generation as a cost savings tool for our customer base	Public Utilities	After learning about the 6% rate increase for 2012 with additional rate increases scheduled for 2013 and 2014 from Wheatland Electric Cooperatives, the City Commission directed staff to explore possible options for power supply and report the findings back to the City Commission for consideration. A report on the wholesale power supply analysis for Garden City, including a municipal power generation option, was presented at the November 20, 2012 Commission Meeting.

GOAL: Examine Community Facility Needs

Examine the feasibility of a Convention Center	City Manager	Staff is identifying potential partners. However, the County direction with the Exhibition Building is not yet final.
Examine the feasibility of an Indoor/Dome Multi-use, multi-court, facility for year round sporting events	City Manager, Engineering	Discussion of athletic facilities with Garden City Community College have begun.
Expand Airport parking lot to accommodate the increase in enplanements due to the American Eagle air service and the casino charters	Engineering	Bids were received November 2, 2012. The contract was awarded to J-A-G Construction Co. for $429,230.75. Construction will most likely begin in the spring of 2013.
Explore better utilization/sharing of community facilities with the other taxing agencies	Public Works	Partnerships with other entities are continuously being improved upon, and the City strives to lead by example in our relationships with other entities.

GOAL: Organizational Goals

Ensure that the City remains a competitive employer with cost of living wage increases	City Manager/Commission	The Commission has continued to act on this goal and adopted a competitive wage and benefits package for 2013.
Explore consolidation of City and County governments	City Manager	Three areas of focus have been identified by the City Manager and County Administrator to be examined further in 2013: Public Safety, Wastewater Management, Planning & Design.

GARDEN CITY
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MEMORANDUM

TO: Governing Body

THRU: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: December 4, 2012

RE: Power Supply Options **REVISED**

ISSUE:

The City Commission, at its regularly scheduled meeting on November 20, 2012, directed staff to retain JK Energy Consulting, LLC (JKEC) from Lincoln Nebraska to provide an additional independent review of the Kansas Municipal Energy Agency (KMEA) resource portfolio and compare its projected costs to the two new Wheatland Electric Cooperative (WEC) Sunflower Electric Corporation Inc. (SECI) options that were discussed at the November 20, 2012 City Commission meeting.

This revised report (attached) submitted to the City of Garden City summarizes the comparison of power costs between WEC/SECI and KMEA. The letter report incorporates the latest cost projections submitted by WEC /SECI and the indicative pricing letter submitted by KMEA. This report also uses the same Garden City load projections for the comparison.

BACKGROUND:

After learning about the 6% rate increase for 2012, with additional rate increases scheduled for 2013 and 2014 from WEC's CEO, Neil Norman on December 9, 2011, and a subsequent meeting with SECI's CEO, Stuart Lowery and staff on December 14, 2011, the City Commission directed staff to explore possible options for power supply and report the findings back to the City Commission for consideration. The following is a report on the wholesale power supply analysis for Garden City, including a municipal power generation option.

The City of Garden City has an all requirements power contract with WEC since January, 2009. This contract was for a 5-year period with two automatic 5-year extensions. Garden City is currently in its fourth year of the initial 5-year period and notification to WEC to terminate the existing contract, if so desired, must take place on or before December 31, 2012.

A request for proposals (RFP) for power supply resources (capacity and energy) was sent to 39 power supply providers with in a 5-state area in February 2012. Sixteen proposals were received and evaluated with the top four proposals receiving an in-depth analysis. WEC and SECI were both sent the RFP; however, neither responded to the request.

The top two proposals required power to be transmitted into the Southwestern Power Pool (SPP) from outside the SPP control area to Garden City. As a result, a transmission study was necessary and completed by SPP indicating that an adequate transmission system (to have power delivered

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to Garden City) would not be in place until sometime between 2016 – 2017 and would require a substantial investment ($8 -$15 million) from Garden City for the necessary transmission system improvements.

Garden City, as a member of KMEA in conjunction with KMEA started the analysis (some aspects are still underway) to have KMEA become Garden City's power provider. This included joining the KMEA EMP2 group (cities with self-generation) utilizing the day 2 marketplace starting in 2014 and the installation of intermediate and peaking generation in Garden City. A Delivery Point Transfer (DPT) was filed with the SPP (transfer approximately 25 MW of EMP2 generation to Garden City) and a Garden City Peaking Generation Study (27 MW) was completed by SEGA Engineering in November.

Garden City has continued discussions with WEC/SECI on their projected rates and how it will impact Garden City. On October 31, 2012 revised their 2102 rate projections and again in November and offered Garden City three options for consideration.

- Option #1 (NO LONGER BEING CONSIDERED) included the possibility of a 25 MW equity ownership in the MKEC Rubart gas generation project. However, in this option, the 25 MW could not be used to offset Garden City's power needs, and it required a 20 year all requirements contract. Note – There is no way to project what the additional costs or benefits would be in equity ownership in the Rubart gas generation project.

- Option #2: A new 15 year minimum all requirements contract.

- Option #3: Maintain the existing agreement in place for an additional 5-year term through December 31, 2018.

Included in the attached letter report is a graph(s) illustrating what the financial impact to Garden City will be between KMEA and WEC/SECI's two proposals. The graph is depicted as cost per MWh (Megawatt Hours) then extrapolated out based upon Garden City's current and projected power supply needs. General Reference - MWh - Megawatt hour- is the measurement of 1 million watts of power consumed in one hour.

RECOMMENDATION

The third party consultant recommends terminating the existing wholesale power agreement with WEC/SECI and enter into agreement for wholesale power supply with KMEA. This is based purely on estimated annual cost and estimated total cost to the utility over the life of the alternative agreements. Staff understands that the City Commission may take into consideration other factors, including but limited to WEC/SECI's local corporate presence.

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Alternatives:

1. Do nothing, and allow the current contract with Wheatland Electric Cooperative(WEC) to continue for an additional 5-year period ending December 31, 2018

2. Authorize the Mayor to sign the termination letter, terminating the existing all requirements contract with Wheatland Electric Cooperative (WEC) and pursue contract negotiations with the Kansas Municipal Energy Agency (KMEA).

3. Authorize the Mayor to sign the termination letter, terminating the existing all requirements contract with Wheatland Electric Cooperative (WEC) and pursue new contract negotiations with the Wheatland Electric Cooperative (WEC).

4. Authorize the Mayor to sign the termination letter, terminating the existing all requirements contract with Wheatland Electric Cooperative (WEC) and pursue negotiations until December 31, 2012 with both the Kansas Municipal Energy Agency (KMEA) and the Wheatland Electric Cooperative (WEC).

    a. Staff will report back to the City Commission on January 2, 2013 the results of the negotiations.

5. Provide other direction for staff to take besides alternatives 1 through 4 listed above.

Fiscal Notes:

Table 4
Comparison of Power Supply Options
Ten Year Power Costs

	Annual Power Cost ($) (1)			KMEA Inc / (Dec) from	
Year	Option 2	Option 3	KMEA-EMP2	Option 2	Option 3
2014	21,384,965	21,795,477	20,646,000	(738,965)	(1,149,477)
2015	22,260,980	22,672,205	21,012,000	(1,248,980)	(1,660,205)
2016	22,553,072	22,965,075	21,395,000	(1,158,072)	(1,570,075)
2017	21,246,752	21,659,578	21,786,000	539,248	126,422
2018	20,201,178	20,614,854	22,198,000	1,996,822	1,583,146
2019	22,460,102	22,460,102	22,618,760	158,658	158,658
2020	23,374,918	23,374,918	23,048,226	(326,692)	(326,692)
2021	24,965,892	24,965,892	23,486,501	(1,479,391)	(1,479,391)
2022	26,388,755	26,388,755	23,933,429	(2,455,326)	(2,455,326)
2023	28,021,659	28,021,659	24,389,272	(3,632,387)	(3,632,387)
Total	232,858,272	234,918,515	224,513,187	(8,345,085)	(10,405,327)

Notes:
(1) Annual Power Cost including transmission service.

Option #2 – New 15 year minimum all requirements contract with WEC

Option #3 - Maintain existing contract with WEC.

JOHN A. KRAJEWSKI, P.E.

JK Energy Consulting LLC

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November 29, 2012

Mike Muirhead
City of Garden City
PO Box 998
Garden City, KS 67846

PRIVILEGED AND CONFIDENTIAL

RE: Power Supply Evaluation - Revised

Dear Mike:

JK Energy Consulting, LLC (JKEC) is pleased to submit this revised letter report to the City of Garden City (City) summarizing the comparison of power costs between Wheatland Electric Cooperative (WEC) and the Kansas Municipal Energy Agency (KMEA). This letter is a revision to the letter report dated November 15, 2012, incorporating the latest cost projections submitted by Sunflower Electric Cooperative, Incorporated (Sunflower) and the indicative pricing letter submitted by KMEA.

Background

The City currently serves approximately 11,600 electric customers. Its total annual energy requirements are approximately 269,285 MWh and its historical capacity requirements are approximately 67 MW. The City purchases 2.3 MW of capacity and associated energy from Western Area Power Administration (Western).

The City currently purchases its total power supply requirements from Western and WEC. The City's agreement with Western is in effect until December 31, 2024, while its current agreement with WEC expires on December 31, 2013. The City expects to continue purchasing capacity and energy from Western for the foreseeable future, depending on specific provisions Western may implement for contract extension. With regard to the expiration of the WEC agreement, there are several power supply options available to the City. JKEC was retained to review these options and provide recommendations. This letter report summarizes the results of that review.

The City solicited proposals from multiple power suppliers in a process administered by Sawvel and Associates, Inc. (Sawvel). The review identified several potential options, including a portfolio of resources developed by KMEA through its Energy Management Project #2 (EMP-2). Sawvel recommended this approach to the City since it provided lower costs than WEC and offered greater control over future resources.

The City retained JKEC to provide an independent review of the KMEA resource portfolio and compare its projected costs to the two WEC options. It is not unusual in evaluating power supply proposals that pre-existing business relationships can occur, since there are relatively few

firms that provide these types of evaluations. Occasionally, a pre-existing business relationship can give the appearance of a conflict of interest. Sawvel has provided consulting services to KMEA at various times over the last 15 years. Although there was no explicit reason to believe there was an actual conflict of interest, the potential for one to exist resulted in a decision to complete an independent evaluation. As stated previously, JKEC does not have any existing or previous business relationship with KMEA, WEC, or Sunflower.

Methodology

The approach to completing the power cost comparison involved completing several tasks. Monthly demand and energy data, along with hourly load data, was collected from the City. This data was summarized and included in a request for proposals (RFP), prepared by Sawvel, for replacing the capacity and energy requirements the City currently purchases from WEC.

The proposals from WEC and KMEA were forwarded to JKEC to be reviewed on an economic basis for the period 2014 through 2018. Additional information that was not available to Sawvel was provided to JKEC under the terms of a mutual non-disclosure agreement. This information included revised budget projections and an additional option that would provide for reduced margins in exchange for a longer contract term. Additional information from WEC was provided in an email dated November 19, 2012, and KMEA provided an indicative pricing letter, also dated November 19, 2012. Based on this additional information, rate comparisons were prepared for the period 2014 through 2028.

Non-economic factors were also identified and summarized. A letter report was prepared, including conclusions and recommendations for the City.

Capacity and Energy Requirements

Projected capacity and energy requirements were identified by Sawvel and Sunflower. For purposes of this report, the load forecast prepared by Sunflower was used.. Peak demand is projected to increase from 66.5 MW in 2014 to 67.0 MW in 2023. Energy requirements were projected to increase from 274,000 MWh in 2014 to 276,000 MWh in 2023. The forecast appeared to be reasonable based on the existing customer base and projected changes. JKEC did not prepare an independent forecast in preparing this assessment.

Capacity purchase requirements were developed from the demand forecast and took into account Southwest Power Pool (SPP) reserve capacity requirements of 13.6% and the existing firm Western allocation. Since the Western allocation includes capacity reserves, it is not necessary to carry additional reserves for it. Capacity requirements were calculated at 75 MW in 2014, increasing to 76 MW by 2018. Because resources are typically procured in 5 MW increments and to ensure adequate capacity in case of an unusual weather event, the analysis was based on procuring a total of 77 MW throughout the period 2014 through 2018.

Energy purchase requirements take into account projected energy needs, less the annual energy allocation from Western. Energy purchase requirements increase from 267,000 MWh in 2014 to 269,000 MWh in 2018. The City's load factor is approximately 48%, which is typical for municipal utilities with a similar customer base in Kansas. Peak demand needs are heavily impacted by space conditioning needs for residential customers in the summer season, along with other customer loads that operate year-round. The City has a mix of residential, commercial and industrial customers typical of a municipality its size.

Resource Alternatives

WEC – Option 3 (Existing Arrangement). This option would involve continuing to purchase capacity and energy from WEC through 2018. This option provides for a pass-through of wholesale purchased power costs from Sunflower with an administrative adder of 4 mills/kWh. The Sunflower rate includes SPP transmission at an estimated cost of 7 mills/kWh. A separate direct assignment facility charge is assessed for use of WEC's lower-voltage sub-transmission and transformation facilities at a rate of $0.75/kW-month, plus 2.5 mills/kWh.

WEC provided a budgetary estimate of future costs under this arrangement in a meeting on November 1, 2012. An additional update to projected rates was provided via an email from Beth Looney, dated November 19, 2012. These updated rates have been incorporated into the economic analysis that is included in this revised letter report.

WEC – Option 2 (15-Year Contract). This option would involve continuing to purchase capacity and energy from WEC through 2028. This arrangement is similar to Option 3, but provides for a decreased administrative adder in 2014 through 2018 of 2.5 mills/kWh. The adder would increase to 4 mills/kWh in 2019 through 2023, and decrease to 3.5 mills/kWh in 2024 through 2028. The rates from the November 19, 2012, update were used.

KMEA – EMP-2. This option would involve developing a resource portfolio consisting of new peaking capacity, baseload energy purchases, market energy purchases, and integration of the existing Western allocation. This portfolio would become part of the KMEA Energy Management Project #2, which includes several cities located throughout Kansas. This resource portfolio was identified by KMEA and developed in conjunction with Sawvel during the initial power supply evaluation. The pricing for EMP-2 was updated in this letter based on the indicative pricing provided in the letter from KMEA dated November 19, 2012.

New peaking capacity would consist of three combustion turbines with an estimated rating at peak conditions totaling 25 MW. Installation costs and other operating characteristics were developed by Sega, Inc. and presented to KMEA on November 14, 2012. The project would be financed using tax-exempt financing for 30 years. An estimated annual capacity factor of 1% was used, reflecting the relatively high operating costs compared to baseload and other market energy purchases.

Baseload purchases were based on existing rates paid by EMP-2 participants, as indicated in the indicative pricing letter from KMEA. The rates appeared reasonable and consistent with rates paid for baseload capacity in SPP. The analysis included baseload purchases of 20 MW throughout the study period at an 85% annual capacity factor. Total projected energy from the baseload purchase was 148,920 MWh.

Market-based energy purchased would be used to supply remaining energy that is not supplied by baseload purchases or the new peaking capacity. Market-based energy prices were based on projected natural gas costs and a typical heat rate or "spark spread" of 10,000 Btu/kWh. This pricing is consistent with the KMEA indicative pricing letter. The projected market prices of energy using this method were somewhat higher than current prices. Using a higher market price is a conservative approach to projecting future power costs of the KMEA EMP-2 proposal.

Market-based capacity would be purchased to supply sufficient capacity to meet SPP reserve capacity requirements, which currently requires a 13.6% capacity reserve margin. Capacity would be purchased from other KMEA members that have excess capacity or from market sources, including other utilities or independent power producers.

Power Cost Evaluation

Rate Projections and Other Factors

The following rate projections and other factors were used to project the City's purchased power costs.

1. A study period of 2014 through 2023 was used. All analyses were completed on a calendar year basis.
2. The load forecast provided by Sunflower was used to project peak demand and energy requirements.
3. Additional rate projections were prepared for 2024 through 2028. WEC did not provide rate projections beyond 2023; however, the average escalation rate from 2021-2023 was used to project future rate changes for WEC.
4. The discount rate for calculating the net present value (NPV) was 4.5%, based on current long-term debt issuance costs. Using the NPV recognizes the time value of money and provides the best comparison of varying costs over a period of time. This approach places a higher value on savings that occur in the early years.
5. Debt service costs were calculated using a 30-year, tax-exempt financing rate of 5%. Issuance costs of 2% and a debt service reserve fund sized at 7% of the initial debt issuance were used. Earnings on the debt service reserve fund were set at zero based on low interest rates for short-term investments.
6. NPV was calculated in 2014 dollars on a 5-year basis (2014 through 2018).
7. Transmission and sub-transmission rates were projected to remain stable in 2014 through 2023. It is expected these costs would be approximately the same for either supply option, unless the City constructs its own interconnection to avoid WEC's direct assignment facilities.

8. Combustion turbine capital costs and operating characteristics were prepared by Sega, Inc. and presented to KMEA on November 14, 2012. The projected cost on a $/kW-month basis was somewhat higher than the KMEA indicative pricing letter.
9. Market-based purchased power costs were based on $4.00/MMBtu natural gas and a 10,000 Btu/kWh heat rate or "spark spread" to convert the natural gas price to an electrical energy rate. Natural gas prices were escalated 4% annually from 2015 through 2028. This rate is comparable to the KMEA indicative pricing.
10. Baseload capacity was purchased at the KMEA indicative pricing for baseload capacity. This rate was comparable to or higher than rates paid in the SPP market by other entities for similar capacity and energy.
11. Projected annual power costs for KMEA EMP-2 were calculated using a simplified annual energy dispatch model, the results of which are summarized in Appendix A (privileged and confidential).

Cost Projections for Resource Options

Table 1 shows the projected costs, in mills/kWh, for the three options. This comparison is shown in graphical form, along with historical actual costs, in Figure 1 (see page 6) for the period 2014 through 2023. Figure 2 (see page 7) shows estimated costs through 2028 based on a projection of costs after 2023 using the average escalation for 2021 through 2023.

Table 1
Projected Costs
KMEA-EMP2 and Wheatland

Year	KMEA-EMP2	Wheatland - Option 2	Wheatland - Option 3
2014	75.44	78.14	79.64
2015	76.64	81.20	82.70
2016	77.89	82.11	83.61
2017	79.16	77.20	78.70
2018	80.49	73.25	74.75
2019	81.84	81.27	81.27
2020	83.22	84.40	84.40
2021	84.62	89.95	89.95
2022	86.04	94.87	94.87
2023	87.49	100.52	100.52

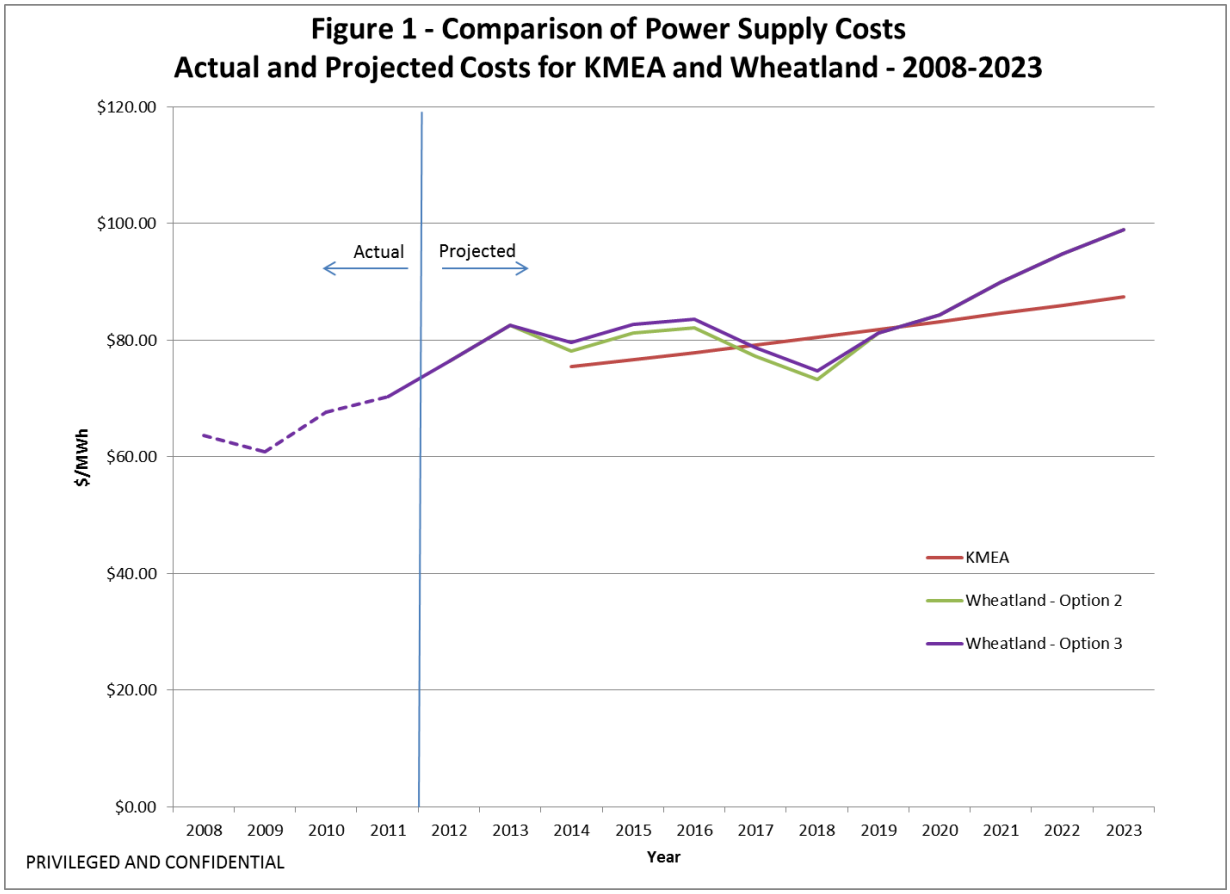
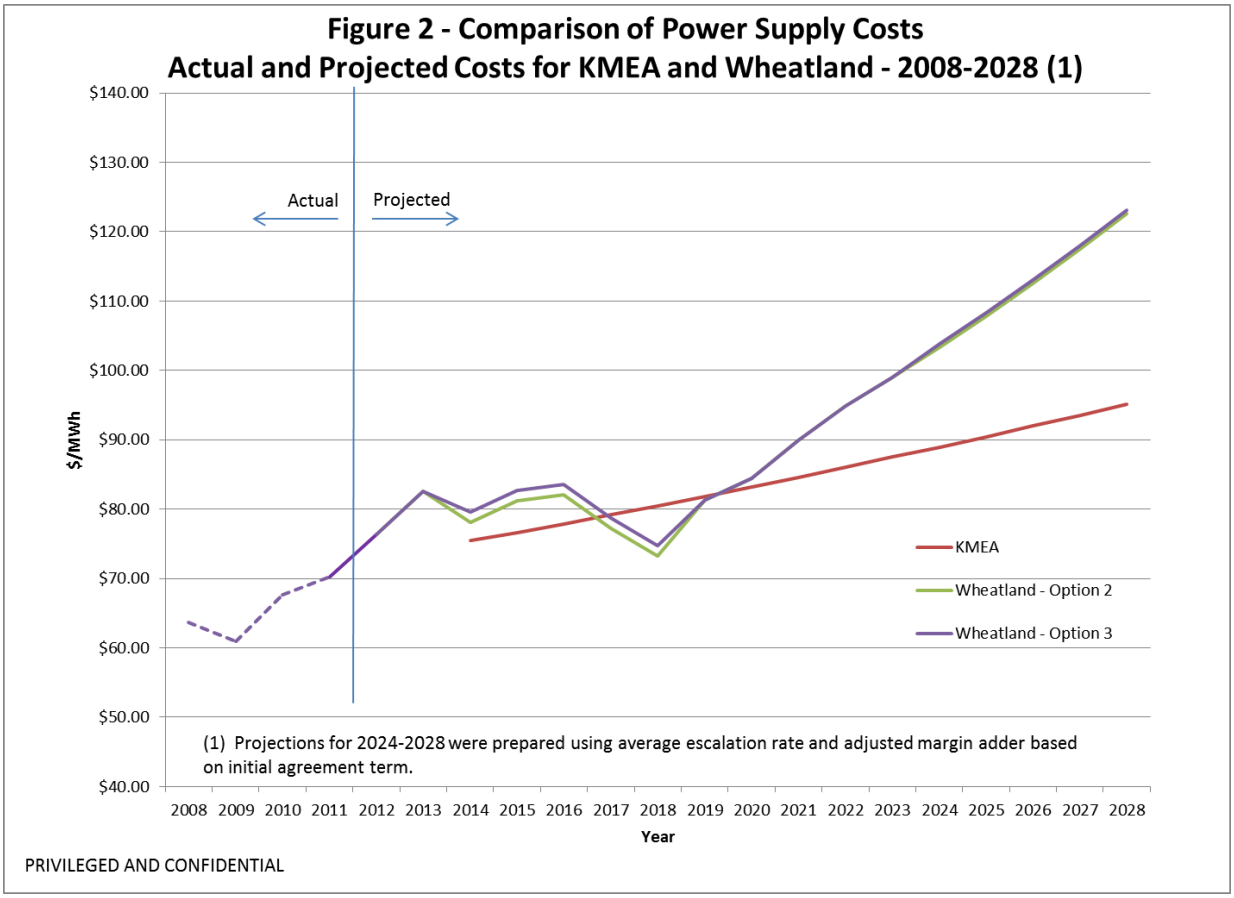


Figure 1 - Comparison of Power Supply Costs
Actual and Projected Costs for KMEA and Wheatland - 2008-2023
$120.00
$100.00
$80.00
$60.00
$40.00
$20.00
$0.00
$/MWh
Actual
Projected
KMEA
Wheatland - Option 2
Wheatland - Option 3
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
Year
PRIVILEGED AND CONFIDENTIAL



WEC Option 3 costs are projected to increase from 79.64 mills/kWh in 2014 to more than 100 mills/kWh by 2023. By 2028, the projected rate for WEC Option 3 is more than 123 mills/kWh.

WEC Option 2 costs are slightly less than Option 3 in 2014 through 2018. Projected cost escalation is similar, but total cost is slightly less based on the reduced administrative adder. The projected cost in 2014 is 78.14 mills/kWh, increasing to more than 100 mills/kWh by 2023. By 2028, the projected rate is slightly less than 123 mills/kWh.

The projected costs for KMEA EMP-2 are 75.44 mills/kWh in 2014, increasing to 87.49 mills/kWh by 2023. Escalation rates are projected to remain relatively stable, though changes in market energy prices could cause short-term fluctuations. With increasing natural gas production from hydraulic fracturing in many parts of the country (including Kansas), long-term natural gas prices are projected to remain relatively stable. Stable natural gas prices, coupled with increased transmission development in SPP and new resource additions, should help stabilize purchased energy prices in the SPP region.

Looking at Figures 1 and 2, there are two years (2017 and 2018) where WEC is competitive with the KMEA EMP-2. After 2019, a divergence of power costs is expected with the KMEA EMP-2 projected to have a lower cost than either WEC option. WEC is projecting a significant increase

in 2019 and 2020 and annual increases of more than 4% per year in 2021 and beyond. The KMEA EMP-2 portfolio will escalate more slowly. Capital costs are projected to remain stable for the peaking generation project and energy prices will be based largely on natural gas pricing. Projected capital investment needs for items such as emissions control equipment will be negligible since the KMEA EMP-2 does not consist of older baseload coal-fired generation projects that may require costly retrofits under increasingly stringent environmental regulations.

Summary of Economic Comparison

Table 2 summarizes the comparison of annual power costs between Option 3 and the KMEA EMP-2 proposal for 2014 through 2018. Based on the comparison, the KMEA EMP-2 resource portfolio results in an annual savings of $1.1 million in 2014, increasing to approximately $1.6 million in 2016. In 2017, the power costs for Option 3 are approximately $126,000 less than the KMEA EMP-2 and increase to approximately $1.6 million less in 2018. Overall, the total power cost savings from the KMEA EMP-2 resource portfolio were estimated at $2.7 million. The projected savings from Option 3 were approximately 2.43% on a total cost basis and 2.72% on a discounted NPV basis. Although the NPV was not calculated beyond 2018, KMEA EMP-2 was lower cost in 2020 and beyond.

Table 2
Comparison of Power Supply Options
Wheatland - Option 3 vs. KMEA-EMP2

	Annual Power Cost ($) (1)		Increase / (Decrease)	
Year	**Wheatland (2)**	**KMEA-EMP2**	**($)**	**(%)**
2014	21,795,477	20,646,000	(1,149,477)	-5.27%
2015	22,672,205	21,012,000	(1,660,205)	-7.32%
2016	22,965,075	21,395,000	(1,570,075)	-6.84%
2017	21,659,578	21,786,000	126,422	0.58%
2018	20,614,854	22,198,000	1,583,146	7.68%
Total	109,707,189	107,037,000	(2,670,189)	-2.43%
NPV (3)				
2014-18	100,788,208	98,050,602	(2,737,606)	-2.72%

Notes:
(1) Annual Power Cost including transmission service.
(2) Option 3, from data provided 11/19/2012, adjusted to include 4.0 mills/kWh adder for 2014-18 under existing rate structure.
(3) NPV in 2014 dollars based on 4.5% discount rate.

Table 3 summarizes the comparison of annual power costs between Option 2 and the KMEA EMP-2 proposal for 2014 through 2018 based on a 5-year NPV. Based on the comparison, the KMEA EMP-2 resource portfolio results in an annual savings of approximately $739,000 in 2014, increasing to approximately $1.1 million in 2016. In 2017 the power costs for Option 2 are approximately $539,000 less than the KMEA EMP-2 and increase to approximately $2 million less in 2018. Total power cost savings from the KMEA EMP-2 resource portfolio were estimated at approximately $610,000, with the savings having a NPV in 2014 dollars of approximately $848,000. The projected savings from Option 2 were 0.57% on a total cost basis and 0.86% a discounted NPV basis. Annual savings varied from approximately 3.5% in 2014 to 5.0% in 2016.

Table 3
Comparison of Power Supply Options
Wheatland - Option 2 vs. KMEA-EMP2

	Annual Power Cost ($) (1)		Increase / (Decrease)	
Year	**Wheatland (2)**	**KMEA-EMP2**	**($)**	**(%)**
2014	21,384,965	20,646,000	(738,965)	-3.46%
2015	22,260,980	21,012,000	(1,248,980)	-5.61%
2016	22,553,072	21,395,000	(1,158,072)	-5.13%
2017	21,246,752	21,786,000	539,248	2.54%
2018	20,201,178	22,198,000	1,996,822	9.88%
Total	107,646,946	107,037,000	(609,946)	-0.57%
NPV (3)				
2014-18	98,898,245	98,050,602	(847,643)	-0.86%

Notes:
(1) Annual Power Cost including transmission service.
(2) Option 2, based on budget data provided 11/19/2012.
(3) NPV in 2014 dollars based on 4.5% discount rate.

Table 4 (see page 10) shows the projected annual power costs for Options 2 and 3 from WEC and for the KMEA EMP-2 proposal for the period 2014 through 2023. The 10-year cost of KMEA EMP-2 is at least $8.3 million less than the cost of power from WEC, depending on the selected option. There may be opportunities to reduce the cost for the KMEA EMP-2 proposal even further by constructing new interconnection facilities to avoid the use of WEC's facilities. Evaluating costs and benefits of bypassing the WEC direct assignment facilities was beyond the scope of this analysis.

Table 4
Comparison of Power Supply Options
Ten Year Power Costs

	Annual Power Cost ($) (1)			KMEA Inc / (Dec) from	
Year	Option 2	Option 3	KMEA-EMP2	Option 2	Option 3
2014	21,384,965	21,795,477	20,646,000	(738,965)	(1,149,477)
2015	22,260,980	22,672,205	21,012,000	(1,248,980)	(1,660,205)
2016	22,553,072	22,965,075	21,395,000	(1,158,072)	(1,570,075)
2017	21,246,752	21,659,578	21,786,000	539,248	126,422
2018	20,201,178	20,614,854	22,198,000	1,996,822	1,583,146
2019	22,460,102	22,460,102	22,618,760	158,658	158,658
2020	23,374,918	23,374,918	23,048,226	(326,692)	(326,692)
2021	24,965,892	24,965,892	23,486,501	(1,479,391)	(1,479,391)
2022	26,388,755	26,388,755	23,933,429	(2,455,326)	(2,455,326)
2023	28,021,659	28,021,659	24,389,272	(3,632,387)	(3,632,387)
Total	232,858,272	234,918,515	224,513,187	(8,345,085)	(10,405,327)

Notes:
(1) Annual Power Cost including transmission service.

Non-Economic Considerations

There are a number of non-economic factors that should be considered. These factors include the reliability of cost projections, reliability of generating resources and control over resource decisions.

The KMEA EMP-2 project involves a mix of purchased power and generating unit ownership. While there are risks associated with generating unit ownership, the City would have greater control over long-term costs and increased stability when compared to purchases from resources that are owned and operated by third parties.

There are always concerns about the reliability of cost projections. The KMEA EMP-2 portfolio is more diverse and includes a combination of fixed price purchases, new construction and market-based purchases. The pricing for these resources is fairly conservative, meaning the costs are somewhat higher than current conditions. This reduces the likelihood of significant increases that would cause the projected cost to be exceeded. The portfolio is dependent on both gas-fired generation and baseload purchases that would likely be coal-fired. This portfolio reduces the risk caused by cost increases that impact only one type of fuel.

One significant risk to the KMEA EMP-2 proposal involves transmission access. The process of requesting firm transmission from SPP can take significant time and effort, along with potential expenses in the form of study expenses and payment for use of facilities that are impacted by the transmission request. KMEA has been through this process with other members and is familiar with the process. The City should be prepared for what may be a lengthy process that may become contentious. This process may involve use of outside legal counsel and outside consultants to ensure the transmission service request is reviewed promptly and in a manner consistent with FERC guidelines and the SPP tariff.

Conclusions

Based on the information provided and the analysis completed, the following was concluded:

1. The cost projections prepared by KMEA for the various resources included in its resource portfolio appeared reasonable and consistent with current market conditions.
2. Of the options reviewed, developing a portfolio of resources through the KMEA Energy Management Project #2 appeared to offer the lowest cost over the study period.
3. Pursuing power supply resources through KMEA EMP-2 was approximately $739,000 less expensive in 2014 than WEC Option 2 and $1.1 million less expensive than WEC Option 3.
4. Over the 10-year period, 2014 through 2023, KMEA EMP-2 was more than $8.3 million less expensive than either option offered by WEC.
5. It may be possible to reduce the cost of delivery service if the existing WEC direct assignment facilities can be bypassed.

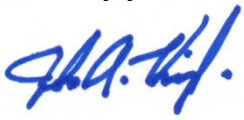
Recommendations

Based on the analyses completed and conclusions reached, the following is recommended:

1. The City should provide notice to WEC of its intent to terminate the existing power supply agreement, effective at the end of 2013.
2. The City should aggressively pursue implementation of the KMEA EMP-2 resources identified in this letter, which include:
    a. Constructing peaking capacity locally
    b. Purchasing baseload capacity
    c. Purchasing market-based peaking capacity to cover reserve requirements
    d. Securing necessary transmission service to integrate these resources with the City's load
3. The City should act promptly to pursue the KMEA EMP-2 plan because of the relatively short time period before the end of the existing agreement and the length of time it can take to secure transmission service through SPP.
4. The City should assess the feasibility of bypassing the WEC direct assignment facilities by constructing its own interconnection to the Sunflower transmission system.

JKEC appreciates the opportunity to provide this study for the City. I look forward to answering your questions on this letter and assisting you in implementing its recommendations.

Sincerely yours,



John A. Krajewski, P.E.
JK Energy Consulting, LLC

JAK/kam

Attachment

C: Gregg Ottinger

KMEA MGA
KANSAS MUNICIPAL ENERGY AGENCY
KANSAS MUNICIPAL GAS AGENCY

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

November 19, 2012

Mr. Mike Muirhead
Garden City Public Utilities Director
201 N 8th Street
Garden City, KS 67846

Dear Mike:

On September 14, 2012, Kansas Municipal Energy Agency (KMEA) submitted a Power Supply Plan to the City of Garden City. The Plan included a comprehensive solution for all of Garden City's Power Supply requirements. Outlined below is our indicative pricing for the City's Baseload, Intermediate, Peaking and Market Purchases.

Baseload (Projected estimates):

- 18.5 MW Source – $23.96 kW/mo; $16.71 MWh
- 10 MW Source – $1.00 kW/mo; $48.00 MWh (5X16), $38.00 MWh (2X16) $23.00 MWh (off peak)
- 10 MW Source – Preliminary discussions with provider; do not have preliminary cost estimates.

Intermediate:

- 2.3 MW WAPA – $5.43 kW/mo; $20.71 MWh

Peaking (projected cost estimates):

- 27.6 MW – $5.82 kW/mo; 11,900 BTU/kWh; current spot pricing $3.30 MMBTU (11/16/12)
- 18.4 MW (optional) – $5.82 kW/mo; 11,900 BTU/kWh; current spot pricing $3.30 MMBTU (11/16/12)

Market Purchases (through EMP2 SPP IM):

- $40.88 MWh – SPP LIP (weighted avg.)
- $27.89 MWh – SPP LIP (straight avg.)

This plan is built around a total megawatt requirement of 86.8 MW. If you have questions regarding any of this information, please do not hesitate to contact me.

Kind regards,

Robert L. Poehling
General Manager

GARDEN CITY
— KANSAS —

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

December 4, 2012

[By Federal Express for Delivery by Dec. 31, 2012]

Mr. Bruce Mueller
General Manager
Wheatland Electric Cooperative, Inc.
P.O. Box 230
Scott City, KS 67871

Re: Notice of Termination of December 28, 2007 Electric Service Agreement between Wheatland Electric Cooperative and Garden City, Kansas

Dear Mr.Mueller:

Pursuant to Section 6 of the Electric Service Agreement dated December 28, 2007, between Wheatland Electric Cooperative ("Wheatland") and the City of Garden City, Kansas ("City"), as modified by the Extension Agreement dated December 20, 2011, between Wheatland and the City (together, the "Electric Service Agreement"), the City hereby gives notice of termination of the Electric Service Agreement, to take effect with the end of the initial term at the end of December 31, 2013.

Two copies of this notice of termination letter are provided. Please acknowledge receipt by signing one copy in the space provided below, and return that copy to me. The other copy is for your records. I am also providing a copy of this letter to Sunflower Electric Power Corporation.

Sincerely,

DAVID D. CRASE
Mayor
City of Garden City, KS

CITY OF GARDEN CITY

By: _____ Date: _____
CELYN N. HURTADO, City Clerk

cc: Sunflower Electric Power Corporation
301 West 13th Street
P.O. Box 1020
Hays, KS 67601

New Business

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

MEMORANDUM

TO: Mayor & City Commission

FROM: City Clerk Celyn Hurtado

DATE: 12-04-12

RE: 2013 Property & Liability Insurance Renewal

ISSUE

Staff requests Governing Body consideration and approval of the 2013 Property & Liability Insurance renewal for the City of Garden City.

BACKGROUND

The City currently has Property & Liability insurance coverage provided through Traveler's Insurance with agent brokers Rutter Cline Associates, Inc. that expires 12-31-2012. The City retained the use of an independent third party insurance consultant, Charlesworth & Associates, L.C. to analyze the proposed policy. Their analysis is attached.

ALTERNATIVES

1. Approve the 2013 Property & Liability Insurance renewal as outlined in the Charlesworth memo attached.
2. Modify the 2013 Property & Liability Insurance renewal.
3. Do not approve the 2013 Property & Liability Insurance renewal.

RECOMMENDATION

Staff recommends approving the policy renewal from Rutter Cline Associates, Inc. and Travelers Insurance as outlined in the Charlesworth memo

FISCAL

The change in premium reflects a 9.2% increase above the 2012 insurance premium. The total 2013 premium is $247,916. The 2012 premium was $227,078.

CHARLESWORTH & ASSOCIATES, LC
Insurance Consulting & Risk Management

Art Charlesworth, CPCU, CLU, ARM
Bob Charlesworth, CPCU, ARM, ALCM
James Charlesworth, ARM
Connie Sargent, ARM

P.O. Box 23588
Overland Park, KS 66283-0588
913-851-4730
Fax: 913-851-1993
www.charlesworth.net

November 30, 2012

Mr. Matt Allen
City Manager
City of Garden City
301 North 8th Street
Garden City, Kansas 67846

Re: **Property & Liability Insurance**
December 31, 2012 Inception

Dear Matt:

The following is offered as an overview of the property and liability insurance renewal. Our firm was retained by the City to assist in the renewal underwriting process, reviewing the proposal and preparing a spreadsheet comparing coverages, conditions and premiums to the expiring program. A complete marketing project was conducted last year for the 12/31/2011 policy term with the Rutter / Cline insurance agency and Travelers Insurance being the successful bidder. Typically the City solicits competitive proposals every three years.

What We Did

The incumbent insurance agent was contacted and provided a time-line for the renewal project including a detailed renewal proposal format that the agent was required to complete, including specific questions regarding the proposed coverages and conditions.

Summary

Due to recent catastrophic natural disasters, property insurance in the central United States has become increasingly difficult to negotiate. Premium rate increases are being mitigated by larger deductibles and some reduction of coverage. The City's insurer, Travelers, suffered significant losses in the 2011 Joplin tornado.

The spreadsheet confirms that the terms and conditions of all of the City's insurance policies are largely unchanged with the key difference being an increase in the property wind/hail deductible from

Summary (Continued)

$5,000 to $50,000. The insurer also reduced the flood limit and increased the flood deductible at specific higher risk locations.

In response to these changes, the City's insurance agent approached numerous alternative markets. However, the response from other insurers was that they could not compete with the terms and conditions of the Travelers' program. One insurer did express interest, but they are not licensed by the Kansas Insurance Department.

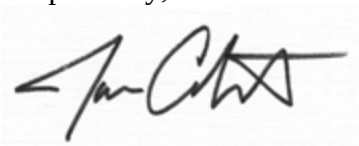
The City's agent has done a good job negotiating a favorable renewal with the premium increase under 10%. Based on current market trends, the renewal appears to be in line with the industry. A history of the City's total premiums is as follows. It is important to note that over the past 10 years, the primary ratable exposures (property values; budgeted expenditures, auto fleet and police officers) have all increased.

12/31/2001 - 2002	St. Paul premium:	$332,187	
12/31/2002 - 2003	Marketing:	$357,396	(+7.6%)
12/31/2003 - 2004	Renewal:	$367,069	(+2.7%)
12/31/2004 - 2005	Renewal:	$347,560	(-5.6%)
12/31/2005 - 2006	Marketing:	$283,938	(-18.3%)
12/31/2006 - 2007	Renewal:	$277,654	(-2.2%)
12/31/2007 - 2008	Renewal:	$260,315	(-6.2%)
12/31/2008 - 2009	Marketing:	$209,668	(-19.5%)
12/31/2009 - 2010	Renewal:	$219,316	(+4.6%)
12/31/2010 - 2011	Renewal:	$221,374	(+0.9%)
12/31/2011 - 2012	Marketing:	$227,078	(+2.6%)
12/31/2012 - 2013	Renewal:	$247,916	(+9.2%)

It is our firm's recommendation that the City approve the property and liability insurance renewal proposed by Rutter / Cline Associates, Inc. in the amount of $247,916.

Mr. Allen, we have appreciated and enjoyed the opportunity to assist the City on this project. Feel free to contact our office if you have any questions.

Respectfully,



James Charlesworth, ARM

JC/cm
Attachment

CITY OF GARDEN CITY, KANSAS

PROPERTY AND LIABILITY INSURANCE

DECEMBER 31, 2012 to DECEMBER 31, 2013

AGENCY:	Rutter Cline Associates, Inc.	Rutter Cline Associates, Inc.
INSURER & BEST RATING:	Travelers Insurance A+:XV	Travelers Insurance A+:XV
POLICY PERIOD:	**Renewal 12/31/2012-2013**	**Expiring 12/31/2011-2012**

PREMIUM SUMMARY

PROPERTY:	$	70,387	$	62,664
EARTHQUAKE / FLOOD:		Included		Included
INLAND MARINE:	$	36,393	$	30,111
CRIME:	$	2,505	$	2,494
BOILER & MACHINERY:		Included		Included
GENERAL LIABILITY / EBL:	$	47,347	$	41,904
LIQUOR LIABILITY:	$	225	$	244
PUBLIC MANAGEMENT LIABILITY:	$	7,624	$	7,942
EMPLOYMENT PRACTICES LIABILITY:	$	17,013	$	15,970
LAW ENFORCEMENT LIABILITY:	$	25,872	$	24,113
AUTOMOBILE:	$	40,550	$	41,636
TOTAL:	**$**	**247,916**	**$**	**227,078**

PROPERTY

LIMIT:	$65,274,747	$ 64,671,405
BLANKET:	Yes, Building and Contents except Theater Building-$1,213,948	Yes, Building and Contents except Theater Building-$1,213,948
ALL RISK OF DIRECT PHYSICAL LOSS:	Risk of Direct Physical Loss subject to policy exclusions	Risk of Direct Physical Loss subject to policy exclusions
AGREED AMOUNT:	Yes (90% Coinsurance on Theater Only)	Yes (90% Coinsurance on Theater Only)
REPLACEMENT COST:	Yes (ACV on Theater)	Yes (ACV on Theater)
90-DAY NON-RENEWAL:	60-Days	60-Days
INCLUDE PROPERTY OF OTHERS:	Yes ($50,000)	Yes ($50,000)
INCLUDE PERSONAL EFFECTS:	Yes ($50,000)	Yes ($50,000)
INCLUDE THEFT:	Yes	Yes
REBUILD AT OPTIONAL LOCATION IF TOTAL LOSS:	Yes	Yes
PROPERTY IN TRANSIT LIMIT:	$ 50,000	$ 50,000
INCL. BUILDING ORDINANCE & LAW:	Building Limit - Replacing of Undamaged $ 250,000 Demolishing of Undamaged Incl. in $250,000 - Increased Cost of Construction	Building Limit - Replacing of Undamaged $ 250,000 Demolishing of Undamaged Incl. in $250,000 - Increased Cost of Construction
INCL. ARCHITECT & ENGINEERING FEES:	Yes - Considered part of replacement cost	Yes - Considered part of replacement cost
INCL. POLLUTION CLEANUP FROM AN INSURED LOCATION FROM A COVERED PERIL:	Yes ($100,000)	Yes ($100,000)
INCL. UNINTENTIONAL E&O IN SCHEDULE:	No	No
INCL. PROPERTY IN THE OPEN:	Yes - within 1,000 feet of insured premises	Yes - within 1,000 feet of insured premises
INCL. JOINT LOSS AGREEMENT:	Yes	Yes
ACCOUNTS RECEIVABLE LIMIT:	$ 500,000	$ 500,000
VALUABLE PAPERS & RECORDS:	$ 500,000	$ 500,000
FINE ARTS:	$ 50,000	$ 50,000

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2012 to DECEMBER 31, 2013

AGENCY:	Rutter Cline Associates, Inc.	Rutter Cline Associates, Inc.
INSURER & BEST RATING:	Travelers Insurance A+:XV	Travelers Insurance A+:XV
POLICY PERIOD:	**Renewal 12/31/2012-2013**	**Expiring 12/31/2011-2012**

PROPERTY (CONTINUED)

SEWER / DRAIN BACKUP:	Policy Limit	Policy Limit
TREES, SHRUBS & PLANTS:	$ 50,000 per loss - named perils	$ 50,000 per loss - named perils
DEDUCTIBLE:	$ 5,000 per occurrence with $50,000 wind/hail ded. ($ 1,000 Theater Bldg)	$ 5,000 per occurrence ($ 1,000 Theater Bldg)
PROPERTY ANNUAL PREMIUM:	**$ 70,387**	**$ 62,664**

OPTION:	$ 5,000,000 Earthquake Limit $ 5,000,000 Annual Aggregate $ 25,000 Deductible **Included**	$ 5,000,000 Earthquake Limit $ 5,000,000 Annual Aggregate $ 25,000 Deductible **Included**

OPTION:	$ 5,000,000 Flood Limit / $25,000 Deductible OR $2,000,000 Flood Limit* / $100,000 Deductible *See spreadsheet of locations subject to $2,000,000 limitation / $100,000 Deductible. Excludes Zone A **Included**	$ 5,000,000 Flood Limit / $25,000 Deductible Excludes Zone A **Included**

BUSINESS INCOME / EXTRA EXPENSE

ALL SCHEDULED LOCATIONS:	Yes	Yes
LIMITATIONS FOR GENERATING LOCATION:	None	None
COMBINED BI/EE FORM:	Yes	Yes
LIMIT:	$ 600,000	$ 600,000
LIMIT PER LOCATION:	Blanket	Blanket
ALL RISK OF DIRECT PHYSICAL LOSS:	Risk of Direct Loss	Risk of Direct Loss
ALLOCATION OF VALUES:	None	None
COINSURANCE:	50%	50%
ORDINARY PAYROLL:	Included	Included
PERIOD OF INDEMNITY:	Not Noted	Not Noted
EXTENDED PERIOD OF INDEMNITY:	365 Days	365 Days
INCLUDE EDP EXTRA EXPENSE:	Yes	Yes
EE DEDUCTIBLE:	Greater of 72 hours or Applicable Property Ded.	Greater of 72 hours or Applicable Property Ded.
BI DEDUCTIBLE:	Greater of 72 hours or Applicable Property Ded.	Greater of 72 hours or Applicable Property Ded.
ANNUAL PREMIUM:	**Included in Property Premium**	**Included in Property Premium**

OPTION: CONTINGENT BUSINESS INCOME: ANNUAL PREMIUM:	 $ 250,000 Limit Greater of 72 hours or Applicable Property Ded. Included	 $ 250,000 Limit Greater of 72 hours or Applicable Property Ded. Included

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2012 to DECEMBER 31, 2013

AGENCY:	Rutter Cline Associates, Inc.	Rutter Cline Associates, Inc.
INSURER & BEST RATING:	Travelers Insurance A+:XV	Travelers Insurance A+:XV
POLICY PERIOD:	**Renewal 12/31/2012-2013**	**Expiring 12/31/2011-2012**

INLAND MARINE

ALL RISK OF DIRECT PHYSICAL LOSS:	Risk of Direct Loss	Risk of Direct Loss
VALUATION:	Actual Cash Value	Actual Cash Value
COINSURANCE PROVISION:	None	None
90-DAY NON-RENEWAL:	60-Days	60-Days

SCHEDULED PROPERTY (Unscheduled utility poles, street lights, signals and other unscheduled items)

LIMITS:	$ 2,000,000 Misc. Property (Unscheduled) $ 50,000 Maximum any one item	$ 35,368 Portable Equipment $ 2,000,000 Misc. Property (Unscheduled) $ 50,000 Maximum any one item
DEDUCTIBLE:	$ 10,000 Per Occurrence	$ 10,000 Per Occurrence
ANNUAL PREMIUM:	**$ 9,000**	**$ 8,177**

RADIO & BROADCASTING EQUIPMENT

LIMITS:	$ 1,302,534 Scheduled $10,000 Deductible	$ 1,302,534 Scheduled $10,000 Deductible
ANNUAL PREMIUM:	**$ 5,419**	**$ 6,125**

CONTRACTOR'S EQUIPMENT (Mobile machinery and equipment normally used in the construction industry)

LIMITS:	$ 4,783,163 Scheduled (Includes Portable Equip) $ 50,000 Unscheduled $ 50,000 Leased / Rented from Others $ 250,000 Newly Acquired Contractors Equipment	$ 3,461,714 Scheduled $ 50,000 Unscheduled $ 50,000 Leased / Rented from Others $ 250,000 Newly Acquired Contractors Equipment
DEDUCTIBLE:	$ 10,000 Per Occurrence	$ 10,000 Per Occurrence
ANNUAL PREMIUM:	**$ 21,974**	**$ 15,809**

DATA PROCESSING

ALL SCHEDULED LOCATIONS:	Yes	Yes
HARDWARE LIMIT:	$ 680,533(Included in property values)	$ 680,533
DATA / MEDIA LIMIT:	Included in Hardware Limit	Included in Hardware Limit
TRANSIT LIMIT:	Included in Property Form	Included in Property Form
EXTRA EXPENSE	Included in Property Form	Included in Property Form
ALL RISK OF DIRECT PHYSICAL LOSS:	Risk of Direct Physical Loss	Risk of Direct Physical Loss
BLANKET LIMITS:	Yes	Yes
VALUATION:	Replacement Cost	Replacement Cost
INCL. DAMAGE FROM OFF PREMISES POWER SURGE:	No - Only covered within 1,000 feet of covered location	No - Only covered within 1,000 feet of covered location

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2012 to DECEMBER 31, 2013

AGENCY:	Rutter Cline Associates, Inc.	Rutter Cline Associates, Inc.
INSURER & BEST RATING:	Travelers Insurance A+:XV	Travelers Insurance A+:XV
POLICY PERIOD:	**Renewal 12/31/2012-2013**	**Expiring 12/31/2011-2012**

DATA PROCESSING (CONT.)

INCL. DAMAGE CAUSED BY ON/OFF PREMISES HACKERS:	Yes - Only if results in a direct physical loss	Yes - Only if results in a direct physical loss
INCL. MECHANICAL BREAKDOWN:	Yes	Yes
INCL. DAMAGE BY MOLE & VIRUSES:	No	No
90-DAY NON-RENEWAL PROVISION:	60-Days	60-Days
DEDUCTIBLE:	$ 10,000 Per Occurrence	$ 10,000 Per Occurrence
ANNUAL PREMIUM:	**Included in Property Premium**	**Included in Property Premium**

CRIME COVERAGE

90-DAY NON-RENEWAL:	60-Days	60-Days
PUBLIC EMPLOYEES BLANKET TYPE FORM "O":	Travelers Form	Travelers Form
FAITHFUL PERFORMANCE OF DUTY:	Included	Included
LIMITS EXCESS OVER POSITION BONDS:	No	No
LIMIT:	$ 250,000	$ 250,000
DEDUCTIBLE:	$ 1,000	$ 1,000
ANNUAL PREMIUM:	**$ 2,505**	**$ 2,494**

FORGERY & ALTERATION LIMIT:	$ 50,000	$ 50,000
FORGERY & ALTERATION DEDUCT:	$ 1,000	$ 1,000
FORGERY ANNUAL PREMIUM:	**Included**	**Included**

THEFT, DISAPPEARANCE & DESTRUCTION:	$ 50,000 Inside Limit $ 50,000 Outside Limit	$ 50,000 Inside Limit $ 50,000 Outside Limit
TD&D DEDUCTIBLE:	$ 1,000 Per Occurrence	$ 1,000 Per Occurrence
TD&D ANNUAL PREMIUM:	**Included**	**Included**

COMPUTER FRAUD:	$ 50,0000 Limit $ 1,000 Deductible	$ 50,0000 Limit $ 1,000 Deductible
INCLUDE WIRE TRANSFERS:	Yes	Yes
COMPUTER FRAUD ANNUAL PREMIUM:	**Included**	**Included**

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2012 to DECEMBER 31, 2013

AGENCY:	Rutter Cline Associates, Inc.	Rutter Cline Associates, Inc.
INSURER & BEST RATING:	Travelers Insurance A+:XV	Travelers Insurance A+:XV
POLICY PERIOD:	**Renewal 12/31/2012-2013**	**Expiring 12/31/2011-2012**

BOILER & MACHINERY

COMPREHENSIVE FORM:	Yes	Yes
OBJECT DEFINITION:	See Policy	See Policy
INCL. SCHEDULED LOCATIONS:	Yes	Yes
LIMIT PER ACCIDENT:	Policy Limits	Policy Limits
INCL. PRODUCTION EQUIPMENT:	Not Noted	Not Noted
DEDUCTIBLES:	Included in Property Deductible	Included in Property Deductible
BLANKET:	Yes	Yes
VALUATION	Replacement Cost	Replacement Cost
AGREED AMOUNT:	Yes	Yes
90-DAY NON-RENEWAL:	60-Days	60-Days
"CONNECTED READY FOR USE":	Silent	Silent
COVERAGE DURING TESTING:	Silent	Silent
INCL. JOINT LOSS AGREEMENT:	Not Applicable	Not Applicable
INCL. BUSINESS INCOME / EE:	Included in Blanket BI/EE Policy Limit	Included in Blanket BI/EE Policy Limit
EXPEDITING EXPENSE LIMIT:	$ 250,000	$ 250,000
AMMONIA CONTAMINATION LIMIT:	$ 250,000 (Pollution Clean-up)	$ 250,000 (Pollution Clean-up)
WATER DAMAGE LIMIT:	Included in Sewer Backup	Included in Sewer Backup
HAZARDOUS SUBSTANCE LIMIT:	$ 250,000 (Pollution Clean-up)	$ 250,000 (Pollution Clean-up)
COMPUTER EQUIPMENT:	Covered in small computer form	Covered in small computer form
NEWLY ACQUIRED LOCATIONS:	Included in property coverage	Included in property coverage
DEMOLITION AND ICC:	Included in property coverage	Included in property coverage
ANNUAL PREMIUM:	**Included**	**Included**

GENERAL LIABILITY

COMMERCIAL GENERAL FORM:	Yes	Yes
OCCURRENCE COVERAGE:	Yes	Yes
LIMITS -	$ 1,000,000 Each Occurrence $ 1,000,000 Personal / Advertising Injury $ 2,000,000 General Aggregate $ 2,000,000 Product / Completed Oper. Agg. $ 100,000 Fire Damage Legal $ 0 No-Fault Medical Payments	$ 1,000,000 Each Occurrence $ 1,000,000 Personal / Advertising Injury $ 2,000,000 General Aggregate $ 2,000,000 Product / Completed Oper. Agg. $ 500,000 Fire Damage Legal $ 0 No-Fault Medical Payments
DEDUCTIBLE:	$ 5,000 bodily injury / property damage	$ 5,000 bodily injury / property damage
INCL. TORT LIABILITY ENDORSEMENT:	Yes	Yes
MAX. LIMIT IF TORT CLAIMS ACT DEEMED NOT APPLICABLE:	$ 1,000,000 Each Occurrence	$ 1,000,000 Each Occurrence
INCL. INDEPENDENT CONTRACTORS:	Included	Included
CONTRACTUAL LIABILITY:	Included	Included
SUPPLEMENTARY DEFENSE COSTS:	Yes	Yes

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2012 to DECEMBER 31, 2013

AGENCY:	Rutter Cline Associates, Inc.	Rutter Cline Associates, Inc.
INSURER & BEST RATING:	Travelers Insurance A+:XV	Travelers Insurance A+:XV
POLICY PERIOD:	**Renewal 12/31/2012-2013**	**Expiring 12/31/2011-2012**

GENERAL LIABILITY (CONT.)

INCL. SPECIAL EVENTS:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Deleted	Deleted
90-DAY NON-RENEWAL:	60-Days	60-Days
INCL. PROFESSIONAL SERVICES FOR EMPLOYED PROFESSIONAL ENGINEER(S):	Yes	Yes
INCLUDED EMT PROFESSIONAL:	Yes	Yes
DAM LIABILITY	Excluded	Excluded
EXCLUDE AIRPORT OPERATIONS:	Yes - Separate Airport Liability Program	Yes - Separate Airport Liability Program
INCLUDES SPAYING OF CHEMICALS:	Yes	Yes
INCL. SEWER BACKUP CLAIMS:	Yes - $500,000 Limit	Yes - $500,000 Limit
INCL. ALLEGED POLLUTION OF WATER PRODUCTS:	Yes - Subject to Pollution Exclusion	Yes - Subject to Pollution Exclusion
INCL. OWNED WATERCRAFT:	Yes, up to 25 feet	Yes, up to 25 feet
INCL. FAILURE TO SUPPLY:	Yes - $500,000 Limit	Yes - $500,000 Limit
INCL. ABUSE / MOLESTATION:	Yes - $500,000 per Offense / $1,000,000 Agg.	Yes - $500,000 per Offense / $1,000,000 Agg.
INCL. CEMETERY LIABILITY:	Yes	Yes
PREMIUM SUBJECT TO AUDIT:	No	No
G.L. ANNUAL PREMIUM:	**$ 46,977**	**$ 41,534**

EMPLOYEE BENEFIT LIABILITY

COVERAGE FORM:	Claims Made No Retroactive Date	Claims Made No Retroactive Date
LIMITS:	$ 1,000,000 Each Claim $ 3,000,000 Aggregate	$ 1,000,000 Each Claim $ 3,000,000 Aggregate
DEDUCTIBLE:	$1,000 Per Claim	$1,000 Per Claim
E.B.L. ANNUAL PREMIUM:	**$ 370**	**$ 370**

LIQUOR LIABILITY

COVERAGE FORM:	Occurrence	Occurrence
LIMITS:	$ 1,000,000 Each Claim $ 1,000,000 Aggregate	$ 1,000,000 Each Claim $ 1,000,000 Aggregate
DEDUCTIBLE:	None	None
LIQUOR LIABILITY ANNUAL PREMIUM:	**$ 225**	**$ 244**

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2012 to DECEMBER 31, 2013

AGENCY:	Rutter Cline Associates, Inc.	Rutter Cline Associates, Inc.
INSURER & BEST RATING:	Travelers Insurance A+:XV	Travelers Insurance A+:XV
POLICY PERIOD:	**Renewal 12/31/2012-2013**	**Expiring 12/31/2011-2012**

PUBLIC MANAGEMENT LIABILITY

FORM:	Claims Made	Claims Made
RETRO DATE:	December 31, 2003	December 31, 2003
LIMITS OF LIABILITY:	$ 2,000,000 Each Claim $ 2,000,000 Aggregate	$ 2,000,000 Each Claim $ 2,000,000 Aggregate
DEDUCTIBLE:	$ 25,000 Each Claim	$ 25,000 Each Claim
WRONGFUL ACT COVERAGE:	Yes	Yes
DEFENSE COST ARE SUPPLEMENTAL:	Yes	Yes
90-DAY NON-RENEWAL:	60-Days	60-Days
"PAY ON BEHALF OF INSURED":	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCL. CITY ATTORNEY, PROSECUTORS & JUDGE (WITHIN SCOPE OF DUTIES):	Yes - If employees of the City	Yes - If employees of the City
INCLUDES DISCRIMINATION:	Yes	Yes
INCLUDES CIVIL RIGHTS VIOLATIONS:	Yes	Yes
INCL. SEXUAL HARASSMENT (NO B.I.):	Excluded	Excluded
INCLUDES "ALL EMPLOYEES":	Yes	Yes
INCLUDES AUTHORIZED VOLUNTEERS:	Yes	Yes
INCLUDES ALL ADVISORY BOARDS &: COMMISSIONS:	Excludes loss arising out of any activity or operations of any Boards, Commissions, or Governmental Units or Departments of the Electric Utility and Housing Authority	Excludes loss arising out of any activity or operations of any Boards, Commissions, or Governmental Units or Departments of the Electric Utility and Housing Authority
AWARDED PLAINTIFF FEES INCLUDED AS "DAMAGES":	Yes	Yes
INCL. EMPLOYED NOTARIES:	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ACTS:	Yes, Until Finding of Fact	Yes, Until Finding of Fact
ANNUAL PREMIUM:	**$7,624**	**$7,942**

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2012 to DECEMBER 31, 2013

AGENCY:	Rutter Cline Associates, Inc.	Rutter Cline Associates, Inc.
INSURER & BEST RATING:	Travelers Insurance A+:XV	Travelers Insurance A+:XV
POLICY PERIOD:	**Renewal 12/31/2012-2013**	**Expiring 12/31/2011-2012**

EMPLOYMENT PRACTICES LIABILITY

FORM:	Claims Made	Claims Made
RETRO DATE:	January 1, 1984	January 1, 1984
LIMITS OF LIABILITY:	$ 1,000,000 Each Claim $ 1,000,000 Aggregate	$ 1,000,000 Each Claim $ 1,000,000 Aggregate
DEDUCTIBLE:	$ 15,000 Each Claim	$ 15,000 Each Claim
WRONGFUL ACT COVERAGE:	Yes	Yes
DEFENSE COST ARE SUPPLEMENTAL:	No - Within Limit	No - Within Limit
90-DAY NON-RENEWAL:	60-Days	60-Days
"PAY ON BEHALF OF INSURED":	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCLUDES DISCRIMINATION:	Yes	Yes
INCLUDES CIVIL RIGHTS VIOLATIONS:	Yes	Yes
INCL. SEXUAL HARASSMENT (NO B.I.):	Yes	Yes
INCL. EMPLOYMENT PRACTICES:	Yes	Yes
INCLUDES "ALL EMPLOYEES":	Yes	Yes
INCLUDES AUTHORIZED VOLUNTEERS:	Yes	Yes
INCL. EMPLOYEES VS. INSURED:	Yes	Yes
AWARDED PLAINTIFF FEES INCLUDED AS "DAMAGES":	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ACTS:	Yes, Until Finding of Fact	Yes, Until Finding of Fact
INCL. EEOC & KDHR MEDIATION PROCEEDINGS:	Yes	Yes
ANNUAL PREMIUM:	**$ 17,013**	**$ 15,970**

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2012 to DECEMBER 31, 2013

AGENCY:	Rutter Cline Associates, Inc.	Rutter Cline Associates, Inc.
INSURER & BEST RATING:	Travelers Insurance A+:XV	Travelers Insurance A+:XV
POLICY PERIOD:	**Renewal 12/31/2012-2013**	**Expiring 12/31/2011-2012**

LAW ENFORCEMENT LIABILITY

FORM:	Occurrence	Occurrence
LIMITS OF LIABILITY:	$ 2,000,000 Each Occurrence $ 2,000,000 Aggregate	$ 2,000,000 Each Occurrence $ 2,000,000 Aggregate
DEDUCTIBLE:	$ 25,000 Per Claim	$ 25,000 Per Claim
LIMITS ARE SEPARATE FROM GL:	Yes	Yes
"WRONGFUL ACT" COVERAGE:	Yes	Yes
90-DAY NON-RENEWAL:	60-Days	60-Days
INCLUDES BODILY INJURY; PERSONAL INJURY & PROPERTY DAMAGE:	Yes	Yes
SUPPLEMENTAL DEFENSE COSTS:	Yes	Yes
INCLUDE MOONLIGHTING:	Yes (authorized by Chief)	Yes (authorized by Chief)
INCLUDE DISCRIMINATION:	Yes	Yes
INCL. VIOLATION OF CIVIL RIGHTS:	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ACTS:	Yes, Until Finding of Fact	Yes, Until Finding of Fact
INCL. ANIMAL CONTROL:	Yes	Yes
INCL. NECESSARY INTENTIONAL ACTS:	Yes	Yes
AWARDED PLAINTIFF FEES INCLUDED AS "DAMAGES":	Yes	Yes
ANNUAL PREMIUM:	**$25,872**	**$24,113**

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2012 to DECEMBER 31, 2013

AGENCY:	Rutter Cline Associates, Inc.	Rutter Cline Associates, Inc.
INSURER & BEST RATING:	Travelers Insurance A+:XV	Travelers Insurance A+:XV
POLICY PERIOD:	**Renewal 12/31/2012-2013**	**Expiring 12/31/2011-2012**

AUTOMOBILE

LIABILITY LIMITS:	$ 1,000,000 Combined Single Limit	$ 1,000,000 Combined Single Limit
INCL. TORT LIABILITY ENDORSEMENT:	Yes	Yes
LIMIT IF TORT CLAIMS ACT NOT APPLICABL	$ 1,000,000 CSL	$ 1,000,000 CSL
UNINSURED/UNDER. MOTORIST:	$ 1,000,000 Each Occurrence	$ 1,000,000 Each Occurrence
MEDICAL PAYMENTS:	$ 5,000 All Owned Vehicles	$ 5,000 All Owned Vehicles
PERSONAL INJURY PROTECTION:	NA	NA
SYMBOL "ONE" LIABILITY:	Not Noted	Not Noted
HIRED & NON-OWNED LIABILITY:	Included	Included
EMPLOYEES AS INSUREDS:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Deleted	Deleted
90-DAY NON-RENEWAL:	60-Days	60-Days
INCL. NECESSARY INTENTIONAL ACTS:	Yes	Yes
FLEET BASIS (ANNUAL AUDIT ONLY):	Yes - Must Report $100,000+ Units	Yes - Must Report $100,000+ Units
AUTO LIABILITY ANNUAL PREMIUM:	**$ 22,527**	**$ 22,304**

AUTO PHYSICAL DAMAGE

PER SCHEDULE:	Yes	Yes
AUTO PHYSICAL DAMAGE DEDUCT - COMPREHENSIVE: COLLISION:	 $ 1,000 Per Vehicle ($25,000 Max per Loss) $ 5,000 Per Vehicle	 $ 1,000 Per Vehicle ($25,000 Max per Loss) $ 5,000 Per Vehicle
INCLUDES EMERGENCY EQUIPMENT ATTACHED TO VEHICLES:	Yes - If Included in Original Cost New	Yes - If Included in Original Cost New
FLEET BASIS (ANNUAL AUDIT ONLY):	Yes - Must Report $100,000+ Units	Yes - Must Report $100,000+ Units
PHYSICAL DAMAGE ANNUAL PREMIUM:	**$ 18,023**	**$ 19,332**

GARAGEKEEPER'S PHYSICAL DAMAGE

COMPREHENSIVE:	$ 25,000 Limit $ 100 Deductible Per Vehicle $ 500 Deductible Maximum Per Occurrence	$ 25,000 Limit $ 100 Deductible Per Vehicle $ 500 Deductible Maximum Per Occurrence
COLLISION:	$ 25,000 Limit $ 500 Deductible Per Vehicle	$ 25,000 Limit $ 500 Deductible Per Vehicle
GARAGEKEEPER'S ANNUAL PREMIUM:	**Included**	**Included**

HIRED PHYSICAL DAMAGE

LIMIT:	No Limit	No Limit
DEDUCTIBLE:	$ 250 Comprehensive $ 250 Collision	$ 250 Comprehensive $ 250 Collision
ANNUAL PREMIUM:	**Included**	**Included**

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2012 to DECEMBER 31, 2013

AGENCY:	Rutter Cline Associates, Inc.	Rutter Cline Associates, Inc.
INSURER & BEST RATING:	Travelers Insurance A+:XV	Travelers Insurance A+:XV
POLICY PERIOD:	**Renewal 12/31/2012-2013**	**Expiring 12/31/2011-2012**

MISCELLANEOUS -

A) STIPULATIONS REGARDING PURCHASING PROGRAM COLLECTIVELY OR BY LINE:	Package Basis Only	Package Basis Only
B) PREMIUM PAYMENT PLAN:	25% Down / 3 Installments $9 fee per installment	25% Down / 3 Installments $9 fee per installment
C) SUBSEQUENT RENEWALS Cu RECEIVED 60 DAYS PRIOR TO POLICY EXPIRATION:	Yes - if renewal information furnished 120-days prior to renewal	Yes - if renewal information furnished 120-days prior to renewal
D) LOSS INFORMATION PROVIDED:	As needed by agent / insured	As needed by agent / insured

NOTE: Nothing in this proposal alters/modifies the coverages afforded by the actual insurance contracts. Please supplement this proposal form with the renewal proposal prepared by Travelers.

GARDEN CITY
KANSAS

CITY COMMISSION

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Mayor

ROY CESSNA

JOHN DOLL

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MEMORANDUM

TO: Governing Body

FROM: Ashley Freburg, Communications Specialist

DATE: November 30, 2012

RE: 2013 Legislative Policy Agenda

Enclosed for your approval are the State and Federal editions of the 2013 Legislative Policy Agenda. The City's Legislative Policy Agenda outlines the policies and initiatives the City will ask elected representatives on the State and Federal levels to champion on its behalf. Please take a moment to review this draft, which has been prepared for your approval.

2013 Legislative Agenda

State Edition

City of Garden City

SUMMARY POSITION

In 2013 the City of Garden City seeks to preserve the values and funding essential to effective local governance. The 2013 Legislative Policy outlines a set of legislative issues that the City will ask State and Federal representatives to champion. These issues ensure that core government services to Garden City residents remain intact; particularly roads, public safety, passenger rail, commercial air service, and airport infrastructure and protection from unfunded mandates. Furthermore, the goals promote undiminished Home Rule powers for Garden City including the ability to adequately provide for managed growth through annexation and the proper use of eminent domain. The following agenda identifies these and other core areas of legislative importance to Garden City as well as specific items we are asking our delegation to address during the 2013 session.

CORE PRINCIPLES

Annexation:

The ability of Garden City to plan for growth is inherent to the ultimate success of our community and Finney County. We support the ability of cities to use their annexation powers as they are currently established in state statute. We oppose any change that limits the authority of cities to grow through annexation.

Eminent Domain:

Eminent Domain is a fundamental municipal right. The authority to acquire property through condemnation proceeds is critical for public improvement projects. Furthermore, the use of eminent domain for economic development has long been recognized as a legitimate and beneficial use of this authority. We support the existing statutory safeguards that were enacted to protect private property interests.

Home Rule:

We support self-governance by locally elected officials as provided for in the State's Constitution. Specifically, we feel local governments should control their rights-of-way, have condemnation authority, be immune from tort liability, and be free to voluntarily cooperate with other public and private entities, as well as State government, to ensure the best level of service for our citizens. We do not support actions at the state level that erode representative democracy or local self-determination.

Kansas Open Meetings Act (KOMA) and Kansas Open Records Act (KORA):

We support all levels of government being subject to the same open meetings requirements which promote citizen involvement without being unduly burdensome. Open Records laws should balance the public's right to access with the necessity of protecting the privacy of individual citizens and the ability of public agencies to conduct essential business functions.

Restoration of Demand Transfers:

The State unfortunately continues to fail to meet its statutory obligation to local units of government with respect to demand transfers. Demand Transfers fund core services for cities. Therefore, if the State continues to withhold those payments to local governments, they are only shifting the State's tax burden onto local taxing units and their constituents.

Transportation:

Passenger rail, freight rail, commercial aviation, general aviation and adequate highways are critical to the safety of our citizens as well as a vital means of maintaining and growing our local economy. We feel that infrastructure development in the western half of the state should be a top priority as the State of Kansas seeks to select projects through the Transportation Works For Kansas Program.

Unfunded Mandates:

We oppose unfunded mandates. If the state or federal governments seek to promote particular policy objectives, an appropriate level of funding should accompany such mandates.

Tax Spending Lid:

We oppose any state-imposed limits on the taxing and spending authority of cities. We believe that local spending and taxing decisions are best left to locally elected officials and the citizens they serve.

HOUSING

POSITION

Garden City and southwest Kansas continue to face critical housing shortages. The United States Congress should pursue housing policies that include communities whose populations exceed 20,000, yet are less than 35,000 as designated by the 2010 Census. We seek specific legislation relating to the USDA's Rural Development Programs that would adjust population limits so our communities that serve as regional trade centers qualify for housing programs provided under section 503 of the Housing Act of 1948.

Currently, Garden City is limited due to population, however, mid-size rural towns, near populated areas are permitted in the program even though the larger neighboring community could provide for their housing needs. We are caught in a gray space that disqualifies us for many federal housing programs. We wish to correct this legal anomaly.

The State legislature should continue to fund programs such as the Moderate Income Housing program initiated in 2012. The program utilizes grants to assist municipalities and nonprofits with funding programs that develop housing for moderate income owners and renters.

We also encourage the retention and simplification of programs such as Rural Housing Incentive Districts and Neighborhood Revitalization programs that are currently permitted by statute in qualifying communities.

The legislature should continue to grant affordable housing tax credits. The tax credit program continues to be a gap financing necessity that is imperative for developers to create affordable housing facilities.

BACKGROUND

Many communities, such as ours, serve as regional trade centers and provide a major source of employment for smaller, neighboring communities. Current USDA regulations exclude our communities from access to USDA initiatives, and severely limit funding opportunities for housing and infrastructure development, which, in turn, limits opportunities for growing the economy in these and surrounding communities.

The State of Kansas has provided many useful tools for communities to utilize where gaps between construction rates and market rates prohibit development without incentives. We want to encourage the retention of these programs. However, we would also encourage the simplification of the processes required to make utilization timely and less complicated.

IMPROVE THE PATH TO CITIZENSHIP

POSITION

The Kansas Legislature and the United States Congress should engage the immigration issue in a sensible way: a way that is built upon the recognition that Southwest Kansas cities not only require a reduction in time and distance barriers between an immigrant and his or her pursuance of legal residency, but also require additional resources in the process of integrating immigrants into the community.

Garden City believes that United States Citizenship and Immigration Services (USCIS) should make a mobile unit available frequently in southwest Kansas as one way to reduce the time and distance barriers between immigrants and legal residency.

BACKGROUND

Many rural and micropolitan-sized areas depend on immigrant and refugee labor. In fact, many such areas are experiencing significantly lower unemployment rates than the rest of the country in a time of economic downturn.

Therefore, immigration policy must be sensible, meaning it should consider the many aspects of a complicated issue.

Congress should consider providing assistance to underserved rural areas with large immigrant populations with the services provided by Federal Immigration Offices.

The establishment of such services would signify a sustained effort by the Federal Government to remove time and distance barriers between an immigrant and his or her pursuit of citizenship.

AIR TRANSPORTATION

POSITION

Continue state funding for the Kansas Affordable Airfares program.

BACKGROUND

We support continuation of state funding for the Kansas Affordable Airfares program, which has allowed American Eagle to provide daily jet service at Garden City regional Airport.

ECONOMIC DEVELOPMENT

POSITION

Modify the IMPACT Act so that the Kansas Department of Commerce can better meet the needs of businesses in the region.

BACKGROUND

Businesses in the region have struggled to remain competitive in recruitment and retention efforts due to the inflexibility of incentive programs offered by the State. As such, the Kansas Legislature should act to:

Modify the IMPACT Act in order to allow it to more effectively meet the needs of Kansas companies while also allowing their recruitment and retention efforts to remain competitive.

- Allow choice of debt service or cash based financing thereby maximizing investment value to the State and the businessmen
- Eliminate the 95% withholding limit.
- Set targets for rural and small business opportunities.
- Allow unallocated funds to carry over from year to year.

Streamline and simplify investment and job creation tax credit programs.

- Simplify qualified investment calculation.
- Create Investment credits and Job creation credits.

Allow Kansas Department of Commerce the flexibility to create a “deal closing” fund.

Create “Investment in Kansas Employment” (IKE), a job creation incentive that is payroll withholding tax driven and serves as a cash-equivalent incentive for job creation.

EDUCATION FUNDING

POSITION

The City of Garden City supports a stable and equitable school funding formula.

BACKGROUND

The City of Garden City supports legislative action that serves to continue a stabilized tax distribution funding formula for education in Kansas. Any action that would impact the existing funding formula could create a scenario in which school districts are forced to increase local mill levy tax rates in order to offset education funding which places undue burden on the local tax base.

EMPLOYEE BENEFITS

POSITION

We support the State's efforts to maintain the solvency of the Kansas Public Employees Retirement System in difficult economic times.

BACKGROUND

The Kansas Public Employees Retirement System (KPERS) serves an integral function in allowing municipal organizations to provide employees with beneficial reliable retirement options.

As such, the City of Garden City supports legislative efforts to enhance the solvency of KPERS in times of economic upheaval by providing employees with a diverse professional investment portfolio that will offer long-term security.

PASSENGER/FREIGHT RAIL

POSITION

The State of Kansas should invest in rail modernization to preserve passenger rail service in Western Kansas and to preserve and foster economic development. The State of Kansas should not support a new passenger rail route to the detriment of the Southwest Chief.

BACKGROUND

Preserving cross-country rail service through Garden City and southwest Kansas is important as rural regions must offer many alternative modes of transportation. Freight and passenger rail service is one way to maintain and grow the economy of southwest Kansas. Such service includes, but is not limited to, southwest Kansas Amtrak service. We ask that our delegation continue support of passenger rail service to southwest Kansas.

RECLAMATION OF SAND PIT SITES

POSITION

Support amending existing reclamation statues to provide for the timely closure of abandoned aggregate mining sites.

BACKGROUND

Existing reclamation statues (KSA 49-601, et. Seq.) do not provide for suitable enforcement of the law's intent. The timely closure and reclamation of aggregate mining sites has a positive environmental impact, aesthetically as well as from a groundwater quality perspective. Amendments should trigger reclamation efforts following two years of no appreciable amount of aggregate extraction (1,000 tons or less) and require completion of responsibilities within one year.

RESTORE DEMAND TRANSFERS

POSITION

Restore critical funding transfers for core local services.

BACKGROUND

While the City of Garden City recognizes that everyone should share in restoring the fiscal health of the State budget, the shift to the local property taxpayer has been disproportionate. State revenues should restore these transfers, which were created in good faith cooperation between the State of Kansas and its local governments, in advance of funding new programs and initiatives.

T-WORKS

POSITION

The State of Kansas should adhere to multi-year transportation commitments. It should also augment KDOT and T-Works funding with increased or alternative funding sources, such as an automatic CPI escalation on gas tax or a Vehicle Miles Traveled tax mechanism.

BACKGROUND

The state of Kansas should not adversely affect the T-WORKS program or reduce its funding source.

WATER USE

POSITION

We support thoughtful water policy that enables cities to safely and effectively meet water needs while also protecting resources.

BACKGROUND

Many areas in Kansas are experiencing the decline of traditional water supplies and now severe drought conditions. Water policy should be flexible and encourage establishing long-term regional water supply augmentation. We also believe increased local involvement is essential to effective water policies.

City of Garden City
2013 Legislative Policy

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GARDEN CITY
— KANSAS —

2013 Legislative Agenda

Federal Edition

City of Garden City

SUMMARY POSITION

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Congress should consider providing assistance to underserved rural areas with large immigrant populations with the services provided by Federal Immigration Offices.

The establishment of such services would signify a sustained effort by the Federal Government to remove time and distance barriers between an immigrant and his or her pursuit of citizenship.

AIR TRANSPORTATION

POSITION

Continue federal funding for passenger air service to Southwest Kansas

BACKGROUND

Essential Air Service (EAS) is critical to maintaining commercial air service to Garden City and western Kansas. We encourage continued support from our Congressional Delegation.

AIRPORT IMPROVEMENT PROGRAM FUNDING

POSITION

Support continued and uninterrupted funding of Federal Aviation Administration and continued Airport Improvement Projects (AIP) for primary airports.

BACKGROUND

Federal funding through the Airport Improvement Program (AIP) is critical to maintaining the infrastructure of primary airports. Garden City Regional Airport exceeds the threshold for primary airport status and the uninterrupted funding of the AIP program is critical to the timely delivery of major airport improvements.

In the 2007 to 2011 timeframe, Congress was unable to reach agreement on a broad measure to finance the FAA, able only to pass 21 temporary extensions. We have had to bid three major construction projects which required the contractor to guarantee their bids for 60 to 90 days, and with the wildlife fence 120 days, until FAA funding was finalized. This creates an untenable situation in an economy where construction and material prices are subject to volatile change.

ECONOMIC DEVELOPMENT

POSITION

Congress should further refine the USDA Rural Housing Program language to allow participation of communities with populations of more that 20,000, yet less than 35,000.

BACKGROUND

Communities being classified as "micropolitan" is relatively new. The designation includes some areas previously classified as "nonmetropolitan" or "rural." More commonly known as micropolitan statistical areas (mSA), this geographical designation applies to cities with populations between 20,000 and 40,000. mSA's function as regional trade centers, providing opportunities for regional growth, benefiting the population "core" as well as the broader region.

Unfortunately, many definitions used in federal policy targeting metro/non-metro areas are neither consistent nor interchangeable with urban/rural classifications. As a result, many mSA's are excluded from programs targeting urban areas because such communities are too small; these same communities are excluded from programs targeting rural areas because the community is too large.

Refining the definition of mSA's, and/or enhancing programs and policy aimed at assisting rural and mSA-sized communities, achieves growth by integrating thoughtful cluster strategies, which in turn stimulates business and residential development in such areas.

FEMA

POSITION

Prohibit FEMA from adding new Special Flood Hazard Areas as part of any map modernization or remapping of Flood Insurance Rate Maps and curtail FEMA's use of approximating new flood hazard areas.

BACKGROUND

We support new legislation prohibiting FEMA from adding previously unmapped or any new Special Flood Hazard Areas to Flood Insurance Rate Maps without local government agency approval. In addition, we support new legislation prohibiting FEMA from using the "approximation method" for establishing new Special Flood Hazard Areas, particularly in developed areas of the country. The approximation method was designed by FEMA to streamline map modernizations and employs no reasonable opportunity for due process by affected property owners and local officials. New Special Flood Hazard Areas should only be added to the Flood Insurance Rate Maps after a detailed study and concurrence of local government.

HIGHWAYS

POSITION

Support continued funding of the Federal Highway Program at authorized levels.

BACKGROUND

Continued funding of the Federal Highway Program at authorized levels helps ensure jobs are created and our country provides an infrastructure that can support business and economic development.

It is not possible for Kansas to maintain our transportation system and the related jobs without the help of the Federal Highway Program and the reimbursement funds provided to the State. The Federal Highway Program helps ensure that the thousands of jobs secured or created with the Kansas T-WORKS program can continue to provide an infrastructure that supports business and economic development.

MAINTAIN LOCAL CONTROL OF RIGHTS-OF-WAY

POSITION

Oppose legislation eliminating or limiting the authority of cities and counties to control their rights-of-way.

BACKGROUND

We ask our delegation to continue to protect local control of rights-of-way by opposing legislation which eliminates, circumvents or limits the rights of City's to control public rights-of-way within their jurisdiction. We also oppose the intervention of the FCC chairman to take action in opposition to Congressional position on this matter.

RAIL TRANSPORTATION

POSITION

Continue rail and passenger rail service to and through southwest Kansas.

BACKGROUND

Preserving cross-country rail service through Garden City and southwest Kansas is important as rural regions must offer alternative modes of transportation. Freight and passenger rail service is one way to maintain and grow the economy of southwest Kansas. Such service includes, but is not limited to, southwest Kansas Amtrak service. Amtrak should continue to be adequately funded at the federal level.

STREAMLINED SALES TAX

POSITION

Support permanent adoption of Streamlined Sales Tax for Internet sales.

BACKGROUND

We support the adoption of permanent Streamlined Sales Tax for Internet sales, including a local compensating use component. We urge Congress to take action as soon as practicable to pave the way for mandatory collection of sales and use taxes on remote sales. Any federal legislation should not preempt state and local sales tax authority. We categorically oppose including any other issue, including changes in the ability of cities to impose and collect taxes and franchise fees on telecommunications providers, as part of streamlined sales tax legislation.

City of Garden City
2013 Legislative Policy

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MEMORANDUM

TO: Governing Body

FROM: Matt Allen, City Manager

DATE: November 30, 2012

RE: Arts Grant

Issue

Staff is requesting direction as it relates to the 2013 Budget and funding for the Arts.

Background

2013 Budget Discussion

As the Governing Body was preparing the 2013 budget, it heard two presentations from Garden City Arts requesting $15,000 in funding. During the adoption of the 2013 budget, the Commission did not grant Garden City Arts' request. However, the Commission did approve for 3/8ths of a mill to be dedicated to General Fund Line Item 001-171-6165 (Social Funding) with distribution to be determined at a later date. Mayor Crase suggested that all of the arts groups in Garden City work together to form a coalition that would make a consensus request to the Governing Body for funding that would be mutually beneficial for all arts organizations. At this time, such a group has not been formed.

Origins of the Community Grant

These circumstances appear similar in some ways to requests for funding outside agencies prior to 2003. In that year, the Governing Body created the Community Grant Program and established General Fund Line Item 001-171-6165 (Social Funding). The grant program was created as a result of individuals, civic groups, and non-profit agencies requesting that the City fund projects or provide start-up funds for new services. These requests were often made during the budget process and occasionally delayed the adoption of the budget. Occasionally, these requests fell outside of the City's normal annual budgeting process creating two fundamental problems:

1. There were no funds budgeted for the expense, requiring a planned purchase or service to be reduced or cut in order to pay for new expense; and
2. Requesting agencies had their own avenue of gaining funds from the public (i.e. donations/fund raising, direct tax subsidy from another local or state agency,) and spontaneous funding by the City outside of the budgeting process had the perception of circumventing public expectations on how tax dollars were spent.

These factors led to the establishment of the Community Grant Program, a formal competitive grant process by which the City can solicit requests, evaluate applications, and provide funding for projects and programs that do not qualify for

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the Alcohol Tax funds (distributed by the City through the AFAC program). The City's distribution list for the Community Grant application is currently at 60 agencies. In 2012, the City was able to fund or partially fund requests by 15 applicants.

Staff consideration of designing an Arts Grant

While arts groups are currently able to apply for Community Grant funding, there has been discussion amongst City staff of establishing a separate City of Garden City Arts Grant Program. This discussion was triggered by the requests made by Garden City Arts during the 2013 budget process and by the absence of a consensus request by multiple art partners.

Funding for an Arts Grant

Critical in considering adoption of any new program is deciding how it will be funded. In the 2013 budget, the Commission has dedicated 3/8 of a mill to General Fund Line Item 001-171-6165 (Social Funding). This fund is currently used solely to fund the Community Grant Program. However, it could be split with two-thirds (2/3rds) of funds used for the Community Grant Program and the remaining one-third (1/3rd) used to fund an Arts Grant Program. Splitting the fund in such a way would allow for the amount available for each program to increase or decrease proportionally each year based on the amount collected in the fund. For 2013, this split would result in $40,000 available for the Community Grant and $20,000 available for an Arts Grant.

Process for an Arts Grant

The primary motivation in pursuing this program is establishing a formal process by which arts programs can request funding. Reactionary spending, while occasionally necessary, is contrary to both public budgeting and long-term planning. The Community Grant Program is an attempt to bring structure to "outside" requests for funds and the Arts Grant Program would do the same for requests from arts groups.

The first step in the process is to define what level of funding will be dedicated to community grants during the budget process.

The rest of a proposed calendar has flexibility. For discussion purposes, staff recommends that applications requesting funds from the Arts Grant Program should be made available at the same time as AFAC and Community Grant applications. The City would use all of its available public information resources to make the public aware of the program including *The Garden City Telegram*, radio, *garden-city.org*, Facebook, Twitter, and Channel 8.

Requests for funds would then be required to be turned into the City by the end of December. A committee, whose composition would be at the City Commission's discretion, would then evaluate the requests (perhaps including presentations by the applicants). A recommendation would then be made by the committee to the City Commission for consideration at their second meeting in January. Funds would be made available to the successful applicants at the start of that budget

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year. (The City historically waits until it has received its first sales tax distribution from the State of Kansas. That generally occurs around the 20th of January).

Calendar for an Arts Grant

Activity	Meeting/Date & Month
City Commission establishes dollar amount for the following year's Community Grant Program and Arts Program	Early August (by adoption of the Annual Budget)
City staff makes available grant applications and begins public awareness campaign	November
Requests for funds (completed applications) due. Returned to City Hall	December
Committee evaluates the requests and conducts interviews if needed	Early January
Committee presents its recommendations to the City Commission	2nd Meeting in January
City Commission awards Arts Grants	2nd Meeting in January (if further deliberation is needed, then the 1st meeting in February)
Funds disbursed to successful Arts Grant applicants	February

Eligibility for an Arts Grant

The City Commission has the discretion of including as much or as little flexibility in defining eligibility for these funds. Presumably, those agencies that have the ability to levy a tax would not be eligible for the program. Staff suggests that those applicants deemed eligible for AFAC funding are ineligible for Arts Grant funding. Similarly, staff suggests those deemed eligible from Arts Grant funding are ineligible for Community Grant funding. "Art" generally has a flexible definition, but staff would expect all organizations dedicated to visual art, written art, and performance art be eligible for Arts Grant funding.

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Alternatives

1. Approve, authorize staff to issue a call for applications, and authorize the mayor to appoint a three-member committee to make recommendations to the City Commission for the Arts Grant Program
2. Modify
3. Reject

Recommendation

City staff recommends to following:

1. Establish a formal Arts Grant Program.
2. Allocate 2/3rds of the amount dedicated each year to the social fund line item to fund the Community Grant Program and 1/3rd of the available funds to the Arts Grant Program.
3. Establish a schedule for the application and selection process that would enable the City Commission to make a final decision by the second meeting in January.
4. Disburse funds at the beginning of the subsequent budget year.
5. Exclude those applications submitted by agencies that have the ability to levy tax and those eligible for AFAC funding.
6. Identify a committee to make recommendations to the City Commission for the Arts Grant Program

Fiscal Note

If approved, staff recommends establishment of an Arts Grant Program using funds available in General Fund Line Item 001-171-6165 (Social Funding). A total of $60,000 is available in the line item for 2013.

Garden City Fire Department

P.O. Box 998
302 N. 9th
Garden City, KS 67846
E-mail: fire@garden-city.org

Allen Shelton
Fire Chief
(620) 276-1140
Fax: (620) 276-1142

MEMORANDUM

TO: Governing Body

THRU: Matt Allen, City Manager

FROM: Allen Shelton, Fire Chief

DATE: November 27, 2012

RE: Interlocal Contract with HGACBuy

ISSUE:
Staff is requesting Governing Body consideration of entering into an Interlocal Contract with HGACBuy of Houston, Texas for the lease/purchase of a new 2013 Pierce Combination Pumper.

BACKGROUND:
Over the past several months the Fire Department Staff has been working on developing specifications for a new 2013 combination pumper for the replacement of the City's 1992 pumper. During the process, Conrad Fire Equipment, Inc. of Olathe, Kansas recommended we consider contracting with HGACBuy of Houston, Texas to assist in our apparatus purchase process.

HGACBuy assists its members by executing competitively priced contracts for goods and services commonly used by local government. In addition, HGACBuy provides the customer services necessary to help its members achieve their procurement goals. HGACBuy is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through HGACBuy, for over 30 years. As a unit of local government assisting other local governments, HGACBuy strives to make the government procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer services necessary to help its members achieve their procurement goals. All contracts available to members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes.

Please see attached HGACBuy contract.

ALTERNATIVES:

1. Approve the attached HGACBuy contract.
2. Do not approve the attached HGACBuy contract.
3. Complete a bid process by solicit bids from apparatus vendors for the 2013 combination pumper we have developed specifications for.

RECOMMENDATION:
Staff recommends approval of the proposed HGACBuy contract.

FISCAL NOTE:
The funds for the lease/purchase of the new 2013 combination pumper are proposed for the 2014 budget for lease debt payments.

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act,Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Garden City, Kansas, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 301 N. 8th Street, Garden City, Kansas 67846

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * Dec 04, 2012 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * Jan 01, 2012 and ends * Dec 31, 2012. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GACs contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Garden City, Kansas
Name of End User (local government, agency, or non-profit corporation)

* P.O. Box 998
Mailing Address

* Garden City, KS 67846
City State ZIP Code

*By:
Signature of chief elected or appointed official

* David D. Crase Dec 04, 2012
Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

*Denotes required fields

rev. 03/11

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O.Box 22777, Houston, TX 77227-2777.

Name of End User Agency : City of Garden City, Kansas County Name : Finney
(Municipality / County / District / etc.)

Mailing Address : P.O. Box 998 Garden City, Kansas 67846
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number : 620 276 1100 FAX Number: 620 276 1169

Physical Address : 301 N. 8th Street Garden City, Ks 67846
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.garden-city.org

Authorized Official: Matthew C. Allen
(City manager / Executive Director / etc.)
Title: City Manager
Ph No.: 620 276 1160
Mailing Address: P.O. Box 998
(Street Address/P.O. Box)
E-Mail Address : matt.allen@gardencityks.us
Garden City Kansas 67846
(City) (State) (ZIP Code)

Official Contact: Melinda A. Hitz
(Purchasing Agent/Auditor etc.)
Title: Finance Director
Ph No.: 620 276 1100
Fx No.: 620 276 1104
Mailing Address: P.O. Box 998
(Street Address/P.O. Box)
Email Address : melinda.hitz@gardencityks.us
Garden City, Kansas 67846
(City) (State) (ZIP Code)

Official Contact: Sam Curran
(Public Works Director/Police Chief etc.)
Title: Publis Works Director
Ph No.: 620 276 1260
Fx No.: 620 276 1269
Mailing Address: P.O. Box 998
(Street Address/P.O. Box)
Email Address : sam.curran@gardencityks.us
Garden City Kansas 67846
(City) (State) (ZIP Code)

Official Contact: Allen Shelton
(EMS Director/Fire Chief etc.)
Title: Fire Chief
Ph No.: 620 276 1140
Fx No.: 620 276 1169
Mailing Address: P.O. Box 998
(Street Address/P.O. Box)
Email Address : allen.shelton@gardencityks.us
Garden City Kansas 67846
(City) (State) (ZIP Code)

2012

Notice of Budget Hearing for Amending the
2012 Budget
The governing body of
CITY OF GARDEN CITY
will meet on the day of DECEMBER 18, 2012 at 1:30 PM at 301 NORTH 8TH STREET for the
purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at SERVICE AND FINANCE OFFICE
and will be available at this hearing.

Summary of Amendments

	2012 Adopted Budget			2012 Proposed Amended Expenditures
Fund	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
FINNUP TRUST			93,000	145,517
12-6a13 REVOLVING			60,000	226,164
HEALTH INS RESV			123,000	564,000
AIRPORT IMPROVE			1,513,145	1,547,500
GOLF COURSE BLDG			12,250	15,000

MELINDA HITZ
Official Title: FINANCE DIRECTOR

To: City Commission

From: Rachelle Powell

Date: November 26, 2012

RE: Airport Advisory Board Appointment

Issue
The Airport Advisory Board has one opening position with a term of 01/01/2013 – 12/31/2015.

Background
The opening position is currently held by Ed Fischer. Ed Fischer requested to be reappointed on the Airport Advisory Board for his second third-year term. Staff didn't receive any new applications, but has one application on file for Edward Ziegler.

Alternatives
The City Commission shall consider the following alternatives:

1. Reappointment Ed Fischer
2. Deny reappointment of Ed Fischer

Recommendation
The Airport Advisory Board met on November 8th and provided the following recommendations:

1. Recommendation to the City Commission to reappointment Ed Fischer

Fiscal Note
None

Consent Agenda

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of December, 2012, by and between the CITY OF GARDEN CITY, KANSAS (CITY), and WILLIAM A. WRIGHT (COUNSEL).

WHEREAS, CITY desires to retain an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City (Municipal Court), and

WHEREAS, CITY is desirous of protecting the Constitutional and statutory rights of indigent defendants who appear before the Municipal Court, and

WHEREAS, COUNSEL is desirous of contracting with CITY to provide legal representation for indigent defendants.

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

1. RETENTION. CITY hereby retains COUNSEL to provide legal representation in the Municipal Court for individuals qualifying as indigent defendants in cases where there is the possibility of incarceration. The nature of the cases involved will primarily be the offenses of Driving While Under the Influence of Alcohol and/or Drugs, Driving While License Cancelled, Suspended, or Revoked, Domestic Battery, and Possession of Marijuana or Drug Paraphernalia, as well as other infractions or ordinances as defined by the Code of Ordinances of CITY, the Standard Traffic Ordinances for Kansas Cities, and the Uniform Public Offense Code for Kansas Cities.

2. SCOPE OF REPRESENTATION. COUNSEL shall be retained by CITY to represent indigent defendants in all proceedings before the Municipal Court, and shall include services required for trial, entry of plea, post-sentencing proceedings, and/or diversion. In addition, COUNSEL shall be retained to provide representation for indigent defendants should a matter be appealed to the District Court of Finney County or the appellate courts of the State of Kansas.

3. TERM. The term of this Agreement shall begin January 1, 2013, and end December 31, 2013. The parties shall meet to confer at least sixty (60) days prior to the end of the term to determine if the terms and conditions of this Agreement need to be modified. Notwithstanding any term specified in this paragraph, either party may terminate this Agreement by giving not less than sixty (60) days written notice to the other party. Upon termination of this Agreement, and expiration of the notice period, neither party shall have any further responsibility under this Agreement, other than the obligation of CITY to pay COUNSEL for services already rendered up to date of termination.

4. PAYMENT. CITY shall pay to COUNSEL for the legal representation to be provided by COUNSEL, the amount of Three Hundred Dollars ($300.00) per case to which COUNSEL may be appointed by the Municipal Court, except post-sentence matters. In all post-sentence matters to which COUNSEL may be appointed, CITY shall pay to COUNSEL, the amount of Two Hundred Dollars ($200.00) per case. In addition, CITY shall pay the following expenses incurred by COUNSEL: witness fees, translator fees (subject to below), expert witness fees, long distance telephone calls, and depositions. The per case fee to be paid to COUNSEL is a flat fee, regardless of hours spent by COUNSEL or the nature of resolution of a case. Should a matter be appealed to the District Court of Finney County or an appellate court of the State of Kansas, CITY shall pay to COUNSEL the sum of Seventy-five Dollars ($75.00) per hour up to a maximum fee of One Thousand Five Hundred Dollars ($1,500.00) per case which is appealed. In addition, CITY shall reimburse COUNSEL for actual expenses involved in an appeal within the scope of expenses delineated above, with the exception that CITY shall also be responsible for travel, lodging, and brief expenses should such expenses be incurred in conjunction with an appeal before an appellate court of the State of Kansas. Translator fees shall be paid at a rate not to exceed Twenty-five Dollars ($25.00) per hour, with a total for each case not to exceed Seventy-five Dollars ($75.00). Any extraordinary expenses sought to be incurred by COUNSEL should be approved by the Municipal Court prior to expenditure.

In all cases, other than post-sentence matters, where COUNSEL is appointed and an indigent defendant leaves the jurisdiction of the Municipal Court or otherwise absents himself/herself from the Municipal Court or fails to appear at Court-ordered hearings for a period of three (3) months, or the indigent defendant hires private counsel, COUNSEL may file a Motion to Withdraw as counsel with the Municipal Court. Upon the granting of the Motion to Withdraw, COUNSEL shall be paid for the appointment as follows: (a) in the amount of One Hundred Fifty Dollars ($150.00) if the withdrawal is prior to entry of plea; or (b) Three Hundred Dollars ($300.00) if the withdrawal is after entry of plea. In all post-sentence matters, COUNSEL shall be paid for the appointment as follows: (a) in the amount of One Hundred Dollars ($100.00) if the withdrawal is prior to entry of admission/denial; or (b) in the amount of Two Hundred Dollars ($200.00) if the withdrawal is after entry of admission/denial.

In all cases where COUNSEL is appointed and it is determined that an ethical conflict exists in continued representation of an indigent defendant by COUNSEL, COUNSEL shall be paid the amount of Fifty Dollars ($50.00) upon withdrawal from representation.

5. METHOD OF PAYMENT. When a case is finalized by COUNSEL, either through execution of a diversion agreement, entry of a plea of guilty or trial with subsequent sentence, acquittal, or dismissal, COUNSEL shall submit a voucher to CITY for payment. Further, COUNSEL shall submit a voucher for payment on a monthly basis, for all cases completed during a month. CITY shall timely pay all vouchers submitted. CITY may require proof of expenditure for all expenses requested to be reimbursed.

6. SELECTION OF COUNSEL. The Municipal Court shall maintain a list of the names of counsel contracting with CITY to provide indigent defendant representation. The Municipal Court shall select counsel for a case on a rotating basis. Should COUNSEL have a conflict in a particular case, the Municipal Court shall pass over COUNSEL for that particular case and then assign COUNSEL to the next case. COUNSEL reserves the right to refuse appointments based upon availability of resources and the ability to meet professional responsibility obligations to other clients. CITY shall have the right to retain as many attorneys as may be necessary to meet the needs of indigent defendants appearing before the Municipal Court.

7. INDEPENDENT CONTRACTOR. COUNSEL shall be considered an independent contractor, and not an employee of CITY. COUNSEL acknowledges and agrees that he is an independent contractor, and not an employee of CITY.

8. DISCHARGE OF DUTIES. COUNSEL agrees to strictly abide by the Model and Kansas Rules of Professional Conduct. In addition, COUNSEL agrees to zealously represent the rights and interests of all indigent defendants to whom COUNSEL might be appointed to represent, and afford all indigent defendants the representation to which they are entitled by reason of the Constitutions of the United States and the State of Kansas, and federal and state statutory laws.

9. AVAILABILITY OF FUNDS. In the event sufficient funds are not appropriated by the Governing Body of CITY for payment required under the terms and conditions of this Agreement, CITY may terminate this Agreement pursuant to the notice requirements of paragraph 3 above. In addition, CITY represents, covenants, warrants that it is a political body constituting a political subdivision existing under the laws of the State of Kansas, and thereby, CITY has been approved by the Constitution and laws of the State of Kansas to enter into this Agreement and effect all of CITY's obligations under this Agreement. CITY further acknowledges that it has been duly authorized to execute and deliver this Agreement to COUNSEL and that all necessary actions by the Governing Body of CITY have been taken. This Agreement is subject to change or termination by the legislature of the State of Kansas.

10. GENERAL COVENANTS.

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

To CITY: City Manager
P. O. Box 998
Garden City, Kansas 67846

To COUNSEL: William A. Wright
206 West Pine Street
Garden City, Kansas 67846

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

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

(c) This Agreement may be amended, changed, or modified only upon the written consent of all the parties.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.

(e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF GARDEN CITY, KANSAS

By _____

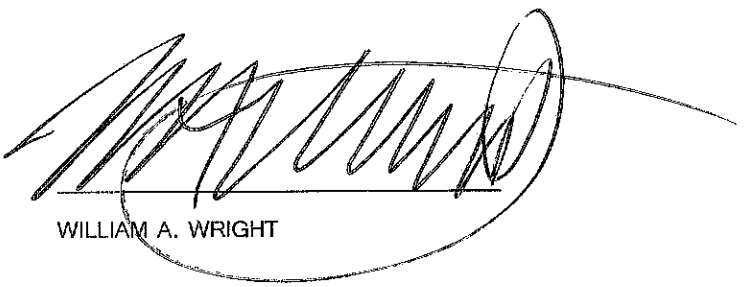
DAVID D. CRASE, Mayor

ATTEST:

_____

CELYN N. HURTADO, City Clerk

COUNSEL



WILLIAM A. WRIGHT

APPROVED AS TO FORM:

RANDALL D. GRISELL

City Counselor

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of December, 2012, by and between the CITY OF GARDEN CITY, KANSAS (CITY), and ROBERT J. KENNINGTON (COUNSEL).

WHEREAS, CITY desires to retain an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City (Municipal Court), and

WHEREAS, CITY is desirous of protecting the Constitutional and statutory rights of indigent defendants who appear before the Municipal Court, and

WHEREAS, COUNSEL is desirous of contracting with CITY to provide legal representation for indigent defendants.

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

1. RETENTION. CITY hereby retains COUNSEL to provide legal representation in the Municipal Court for individuals qualifying as indigent defendants in cases where there is the possibility of incarceration. The nature of the cases involved will primarily be the offenses of Driving While Under the Influence of Alcohol and/or Drugs, Driving While License Cancelled, Suspended, or Revoked, Domestic Battery, and Possession of Marijuana or Drug Paraphernalia, as well as other infractions or ordinances as defined by the Code of Ordinances of CITY, the Standard Traffic Ordinances for Kansas Cities, and the Uniform Public Offense Code for Kansas Cities.

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3. TERM. The term of this Agreement shall begin January 1, 2013, and end December 31, 2013. The parties shall meet to confer at least sixty (60) days prior to the end of the term to determine if the terms and conditions of this Agreement need to be modified. Notwithstanding any term specified in this paragraph, either party may terminate this Agreement by giving not less than sixty (60) days written notice to the other party. Upon termination of this Agreement, and expiration of the notice period, neither party shall have any further responsibility under this Agreement, other than the obligation of CITY to pay COUNSEL for services already rendered up to date of termination.

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In all cases where COUNSEL is appointed and it is determined that an ethical conflict exists in continued representation of an indigent defendant by COUNSEL, COUNSEL shall be paid the amount of Fifty Dollars ($50.00) upon withdrawal from representation.

5. METHOD OF PAYMENT. When a case is finalized by COUNSEL, either through execution of a diversion agreement, entry of a plea of guilty or trial with subsequent sentence, acquittal, or dismissal, COUNSEL shall submit a voucher to CITY for payment. Further, COUNSEL shall submit a voucher for payment on a monthly basis, for all cases completed during a month. CITY shall timely pay all vouchers submitted. CITY may require proof of expenditure for all expenses requested to be reimbursed.

6. SELECTION OF COUNSEL. The Municipal Court shall maintain a list of the names of counsel contracting with CITY to provide indigent defendant representation. The Municipal Court shall select counsel for a case on a rotating basis. Should COUNSEL have a conflict in a particular case, the Municipal Court shall pass over COUNSEL for that particular case and then assign COUNSEL to the next case. COUNSEL reserves the right to refuse appointments based upon availability of resources and the ability to meet professional responsibility obligations to other clients. CITY shall have the right to retain as many attorneys as may be necessary to meet the needs of indigent defendants appearing before the Municipal Court.

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10. GENERAL COVENANTS.

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

To CITY: City Manager
P. O. Box 998
Garden City, Kansas 67846

To COUNSEL: Robert J. Kennington
1809 East Mary Street, Suite 9
P. O. Box 2263
Garden City, Kansas 67846

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

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

(c) This Agreement may be amended, changed, or modified only upon the written consent of all the parties.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.

(e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF GARDEN CITY, KANSAS

By _____

DAVID D. CRASE, Mayor

ATTEST:

_____

CELYN N. HURTADO, City Clerk

COUNSEL

_____

ROBERT J. KENNINGTON

APPROVED AS TO FORM:

RANDALL D. GRISELL

City Counselor

W:\RDG\CITY\MUNICORT\Indigent Defense\Kennington\Ind Agree-Kennington.13.doc

Other Entities Minutes

GARDEN CITY RECREATION

REVISED AGENDA - Garden City Recreation

Regular Meeting
Monday – November 26, 2012- 5:15 p.m.
Garden City Recreation Center, 310 N. 6th Street

I. Call Meeting To Order

II. Approval of Agenda

III. Consent Agenda

The following shall stand approved and/or accepted as presented unless action is taken to remove an item from the consent agenda.

- Minutes of Regular Meeting October 29, 2012
- Financial Reports for October 2012
- Staff Reports for November 2012
- Participation Reports

IV. Superintendents Report

- 2012- Board/Staff Kick Off Dinner. **(January 12, 2013)** Additional information to follow.
- Big Pool Sprayground Delay
- Recreation Board Member (Greg Hands 2009-2013) Visit about renewal or replacement
- 2012 Santa Christmas Carnival (December 1&2) 1:00 p.m. – 6:00 p.m.
- Interlocal Agreement Between GCRC, GCCC, USD 457 and City of Garden City
- Recreation Commission Logo

V. New Business

a. Each year the Recreation Commission shall designate the official depository for the next fiscal year. The Superintendent is asking for approval in keeping Commerce Bank as our 2013 Official Depository.
b. Approval of the 2013 Recreation Commission Meeting Calendar.
c. Staff is seeking approval for the purchase of a 90 gallon tank capacity Sprayer Unit, Includes a John Deere Gator TH 6x4 Gas, 150" Boom, boom less nozzle and Aquatic Elec. Diaphragm Pump. Purchase Price of $9203.47, Rec's amount $4601.74. City of Garden City will be billed for the other half of the equipment.
d. Mr. Washington is seeking reimbursements in the amounts of $188.50 and $199.71 for items purchased for recreational usage. Total amount of the request is for $388.21
e. Approval of the 2012/13 Performance Wage Scale
f. Superintendent is asking for approval for Extra Pay (Policy 5.8.1) for the attached employees in an approved amount to be discussed.

VI. Old Business

VII. Executive Session – Recreation Board will go into executive session at 5:50 P.M., for the purpose of discussing Superintendents Evaluation for 2012. The Recreation Board will reconvene into open session at 6:30 p.m.

GARDEN CITY RECREATION COMMISSION QUESTIONS & COMMENTS

VIII. ADJOURNMENT

Next Meeting
December 17, 2012
Activity Center @ 5:15pm
310 N. 6th Street, Class Room 1

Garden City Recreation Commission
Minutes
Monday, October 29, 2012

I. Call Meeting to Order

Chairperson Greg Hands call the meeting to order at 12:05 pm. GCRC Board Members present were David DuVall and Anna Urrutia. GCRC Staff present were Superintendent John Washington, Assistance Superintendent Donna Gerstner and Finance Director Terri Hahn.

II. Approval of Agenda

Motion by David DuVall to approve the agenda, seconded by Anna Urrutia. 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.

- **Minutes of Regular Meeting September 24, 2012**
- **Financial Reports for September 2012**
- **Staff Reports for October 2012**
- **Participation Reports for September 2012**

Motion by Anna Urrutia to approve the consent agenda, seconded by David DuVall. Motion carried with all in favor.

IV. Superintendents Report

- **Santa's Christmas Carnival Volunteers (December 1st & 2nd at the Finney Co. Expo Building) –** John ask the Board if there is anyone who would like to volunteer for Santa's Christmas Carnival to get with Donna on when they would like to work.

- **2012-13 Board/Staff Dinner-When and Where? –** John asked the Board when they would like to schedule the Board/Staff Dinner. Suggestion was sometime in January.

- **CIP Meeting Dates –** John handed out the CIP's for GCRC, broken down into smaller amounts. If anyone has any questions please get with John.

- **Recreation Director's Evaluation is set for the November meeting –** John asked the Board to set some time aside at the next meeting to do the Director's Evaluation.

V. New Business

a. **Facilities Tour of Clint Lightner Stadium, Fansler Field, Cleaver Field and Charles Peebles Complex. –** The meeting adjourned at 12:25 pm to tour the facilities above. First we started with **Finnup Park** on the futsal and basketball courts – which we will be replacing the fence around the futsal courts.
Clint Lightner – batting cages moved back behind the grand stands, pitchers warm up area moved outside fence. Parking area green space, move light poles back to move dugouts back with fencing in front. Backstop 4ft. retainer wall will be put up. Maintenance shop moved back of center field.

Pool Spray Park – waiting on a pipe that is being made overseas. Will not start up spray park until April.
Fansler Field – will finish irrigation and make an archery range. Maintaining but not using. Horseshoe pits will eventually be moved by Fansler Field. Adaptive Rec using this field on Thursdays, Playground program during the summer uses this field for kids to play.
Cleaver Field - used Monday thru Thursday for softball. Poles are ok here but lightning does need to be replaced.
Peebles Complex – 4 acres south of the Complex turned into park on master plan.
Skate Park – Problem with no restrooms. Need to build new skate park in center of town.

Meeting adjourned back at the Garden City Recreation Commission building at 1:20 pm.

b. **Approval of the 2012 Santa's Carnival Ride Contract with D & J Amusement Rides. –** John is asking for approval on the 2012 Santa' Carnival Ride contract with D & J Amusement Rides in the amount of $7,000.00. Motion by David DuVall to approve the contract with D & J Amusement Rides for the Santa Carnival in the amount of $7,000.00. The motion was seconded by Anna Urrutia. Motion carried with all in favor.

VI. Old Business

a. **Registration Software Quotes –** Quotes were received from the following Registration Software companies for updated registration program.

Repo	$21,250.00	discount $4,750.00	Total $16,500.00
Vermont Systems	$22,140.00		Total $22,140.00
ActiveNet	$11,200.00	discount $6,914.00	Total $4,286.00
Maximum	$24,965.00		Total $24,965.00

John informed the Board that the Staff is recommending ActiveNet, which is the same program we are using. Motion by Anna to approve the registration program from ActiveNet for $4,286.00, seconded by David DuVall. Motion carried with all in favor.

VII. Executive Session – Recreation Board will go into executive session at ____pm, for the purpose of discussing personnel/property issues. The Board will reconvene open session at ____pm.

Garden City Recreation Commission Questions & Comments

VIII. Adjournment

Motion by David DuVall to adjourn the meeting. Seconded by Anna Urrutia. Meeting adjourned at 1:22 pm.

Terri Hahn
Secretary

Approved November 26, 2012