

AGENDA
CITY COMMISSION MEETING
Tuesday, December 3, 2013
11:00 A.M.
(Amended 12-02-13)

- I. **REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- II. **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.**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION. (This portion of the meeting will begin at 1:00 p.m.)**
- IV. **APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. **PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
 - A. Luci Douglass wishes to address the City Commission about the City's vicious dog ordinance.
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. Cole Wasinger, Golf Professional requests Governing Body authorization to allow alcoholic liquor to be served and consumed at Buffalo Dunes Golf Course Clubhouse, December 13, 2013 starting at 4:00 p.m., pursuant to Code Section 6-133.
 - B. Kimberlea Inderlied, on behalf of the Convention and Tourism Bureau requests Governing Body authorization to allow cereal malt beverages and wine to be served and consumed at the Lee Richardson Zoo, Finnup Center for Conservation Education, December 20, 2013 from 6:30 p.m. to 8:30 p.m., pursuant to Code Sections 6-35 and 6-133.
 - C. Fred and Kathryn Askren are seeking a recommendation on an appeal to the State Historical Preservation Officer's ruling against their application to install a metal roof at the Historical Landmark Sunnyland Bed and Breakfast.
 - D. 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:

Johnny Ornelas
James Hawkins

Laborer II
Chief

Street
Police

For 20 years of service:

Connie Bachman	Evidence Technician	Police
Cynthia Beesley	Administrative Assistant	Fire
Rose Wilson	Network Technician	Information Technology
James Morris	Battalion Chief	Fire
Larry Watson	Detective I	Police

For 10 years of service:

James Southern	Lieutenant	Fire
Andy Crittenden	Firefighter II	Fire
EJ Ochs	Master Patrol Officer	Police
Robert Ojeda	Master Patrol Officer	Police
Doug Heit	Master Patrol Officer	Police
Hailey Knoll	Master Patrol Officer	Police
Justin Hurley	Equipment Operator I	Street

VII. REPORT OF THE CITY MANAGER.

- A. The City has received correspondence from Cox Communications regarding channel line-up changes and changes to installation charges.
- B. Staff has provided the following item of information for Governing Body review: from Finance Director Hitz the monthly sales tax report.

C. Meetings of Note:

- ✓ December 2, 2013 – 2013 Annual Finney County Historical Society Commissioner Chili Luncheon, 12:00 p.m. at Finney County Historical Museum-Meeting Room
- ✓ December 7, 2013, Evening Christmas parade at 6:00 p.m.
- ✓ December 13, 2013 – Mayor’s Christmas Dinner at Southwind at 6:30 p.m.
- ✓ December 14, 2013 – Tuba Christmas concert at 3:00 p.m., Free Carriage Rides from 2:00 – 4:00 p.m.
- ✓ December 15, 2013 – Free Carriage Rides from 2:00 – 4:00 p.m.
- ✓ December 19, 2013 – Free Carriage Rides from 5:30 – 7:30 p.m.
- ✓ January 15 – Finney County Economic Development Corporation Annual Meeting, time TBA
- ✓ January 27, 2014 – Southwest Kansas Night out in Topeka
- ✓ March 22-25, 2014 – Western Kansas Congressional Reception in Washington, D.C.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2353-2013A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. Resolution No. _____ - 2013, 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. (1002 N. 5th Street)

- B. Resolution No. _____ - 2013, 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. (2405 A Street – red Ford pickup and 2505 A Street – white Chevy Silverado pickup)
- C. Bond Counsel Mary Carson has provided a resolution related to the 2013 Temporary Financing of the streetscape improvements at Seventh and Laurel Streets.
 - 1. Resolution No. _____-2013, a resolution providing for the issuance of temporary notes of the City of Garden City, Kansas, in the total principal amount of \$106,200.00 to temporarily finance the costs of certain improvements in the city; and providing the terms, details, form and conditions of such notes.

X. OLD BUSINESS.

- A. Amro Samy requests Governing Body consideration and approval of the following items related to 901 Lareu Street. (Samy's Addition)
 - 1. The applicant requests consideration and approval of a replat of the Samy's Addition which changes the right-of-way along the south property line of lots 4 and 5.
 - 2. The applicant is seeking a waiver from the front yard setback requirements of the "C-2" General District which require a thirty foot (30') front yard for all buildings in the district.

XI. NEW BUSINESS.

- A. Staff requests Governing Body consideration and approval of the 2014 Property & Liability Insurance renewal for the City of Garden City, Kansas.
- B. Governing Body consideration and approval of the 2014 Legislative Policy agenda.
- C. Governing Body consideration and approval of the 2014 Southwest Kansas Coalition (SKC) Legislative Policy agenda.
- D. 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 17, 2013 at 2:00 p.m. for the amendment to these listed funds in the 2013 Budget: DEA Forfeiture, Finnup Trust, Special Rec & Parks, Airport Improvement, Health Insurance Reserve, Golf Course, Golf Course Building, Wastewater Repair & Replacement and Water Maintenance Reserve.
- E. Governing Body consideration and approval of an Interconnection Agreement, the EMP2 Agreement, and authorize the Mayor and City Clerk to execute the agreements.
- F. Advisory Board Recommendations:
 - 1. Cultural Relations Board – 3 appointments
 - 2. Garden City Recreation Board – 1 appointment

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

1. Governing Body consideration and acceptance of an Indigent Defense Agreement authorizing the City of Garden City, Kansas 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.
2. Governing Body consideration and acceptance of bids received November 25, 2013 for the conduit installation on the Schulman Crossing Phase 2 and Old Chicago projects.
3. Permission for Danna Jones to reserve Spaces 3 and 4, Lot 19, Zone J of Valley View Cemetery for the consideration of \$100.00 for the period of one year.

4. Licenses:

(2013 New)

- a) Phoenix Construction GroupClass A General
- b) B&B Electrical..... Class D-E Electrical
- c) Electrical Corporation of America, Inc. Class D-E Electrical
- d) Kel’s TLC Class E-SOC Specialized Other

(2014 Renewal)

- e) Food Mart #3 Cereal Malt Beverage
- f) Kwik Shop #701..... Cereal Malt Beverage
- g) Express Corner..... Cereal Malt Beverage
- h) El Manantial Mex Buffet..... Cereal Malt Beverage
- i) Presto #1601 Cereal Malt Beverage
- j) Presto #1604 Cereal Malt Beverage
- k) Presto #1620 Cereal Malt Beverage
- l) Garden Bowl..... Cereal Malt Beverage
- m) Brian Barlow Construction Class B General
- n) Bogner Oilfield Service, Inc. Class B General
- o) Creative Interiors. Class B General
- p) Dunlap Construction Co., Inc..... Class B General
- q) German Homes Class B General
- r) Hayden Tower Service, Inc Class B General
- s) Kearney & Son, Inc..... Class B General
- t) RJ’s Plumbing & General Contracting, Inc. Class B General
- u) Smart Construction..... Class B General
- v) Stucky Builders, LLC Class B General
- w) TJ’s Construction..... Class B General
- x) Schlinder Elevator Corporation..... Class D-M Mechanical
- y) William’s Heating & Air Conditioning Class D-M Mechanical
- z) Sperry Construction, Inc. Class D-MA Masonry
- aa) RJ’s Plumbing & General Contracting, Inc. Class D-E Electrical
- bb) RJ’s Plumbing & General Contracting, Inc Class E-B Backflow Test
- cc) Jonathan Thuy Tran Class E-L Landlord
- dd) Dreiling Rentals Class E-L Landlord
- ee) Ayala Construction Class E-SOC Specialized Other
- ff) J&R Construction..... Class E-SOC Specialized Other

gg) Joe Amos Construction, Inc.....	Class E-SOC	Specialized	Other
hh) Gary's Glass Service, LLC	Class E-SOC	Specialized	Other
ii) Green Shoes Lawn Care	Class E-SOC	Specialized	Other
jj) Gypsum Floors of AR/OK, Inc.	Class E-SOC	Specialized	Other
kk) HCS Petroleum Equipment, Inc.....	Class E-SOC	Specialized	Other
ll) Kel's TLC	Class E-SOC	Specialized	Other
mm) Klotz Sand Co., Inc.....	Class E-SOC	Specialized	Other
nn) The Green Solution Tree Services	Class E-SOC	Specialized	Other
oo) Solida Tree Service, Inc.	Class E-SOC	Specialized	Other
pp) Wehkamp Excavating, Inc.....	Class E-SOC	Specialized	Other

H. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship.

XII. CITY COMMISSION REPORTS.

A. Mayor Fankhauser

B. Commissioner Law

C. Commissioner Cessna

D. Commissioner Dale

E. Commissioner Doll

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

November 19, 2013

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 19, 2013 with all members present. Commissioner Dale opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Commissioner Cessna moved to approve and authorize the Mayor to proclaim November 19, 2013 as Tracy Leiker Day. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve a request from Barbara Wells, of 2607 Belmont Place and on behalf of the residents in the Labrador Ridge Subdivision II area, for an alternate traffic plan during the proposed Luminary event on Saturday, December 14th from 6:30 p.m. – 9:00 p.m. Mrs. Wells has consulted with the Garden City Police Department regarding the same plan as the previous year. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

City Manager Allen announced that City employees on raised \$20,510.80 for Finney County United Way during their recent campaign drive for 2014. The City Commissioners congratulated the employees on their successful drive and thanked them for their generosity.

The City received two pieces of correspondence from Cox Communications regarding channel line-up changes and network negotiations.

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

Meetings of note:

- ✓ November 23, 2013 – Lighting of Stevens Park featuring visits with Santa Claus beginning at 5:00 p.m., lighting with Mayor and Commissioners at 6:15 p.m.
- ✓ December 2, 2013 – 2013 Annual Finney County Historical Society Commissioner Chili Luncheon, 12:00 p.m. at Finney County Historical Museum-Meeting Room
- ✓ December 7, 2013 – Tuba Christmas concert at 3:00 p.m., Free Carriage Rides from 2:00 – 4:00 p.m., Evening Christmas Parade at 6:00 p.m.,
- ✓ December 15, 2013 – Free Carriage Rides from 2:00 – 4:00 p.m.
- ✓ December 19, 2013 – Free Carriage Rides from 5:30 – 7:30 p.m.

Appropriation Ordinance No. 2352-2013A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,731,525.50,” was read and considered section by section. Commissioner Dale moved to approve and pass Appropriation Ordinance No. 2352-2013A. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2631-2013, “AN ORDINANCE ESTABLISHING PENALTIES FOR LICENSEES WHOSE EMPLOYEES OR AGENTS ARE CONVICTED OF SELLING OR FURNISHING CEREAL MALT BEVERAGE TO A MINOR; AMENDING CODE SECTION 6-90; REPEALING CURRENT CODE SECTION 6-90; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Dale moved to approve Ordinance No. 2631-2013. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Nay

Commissioner Cessna moved to approve a purchase agreement between the City of Garden City and Francesco Dorigo Trust of the old American Legion Property located at 125 West Pine Street, Garden City, Kansas. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Fankhauser moved to waive the requirements of Sections 6-86 and 6-129 of the Code of Ordinances pertaining to the sale and consumption of CMB and alcohol within 200 feet of a church for the proposed restaurant at the American Legion at 125 W. Pine Street. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve a motion to support Finney County’s proposed county-wide ¼ sales tax for a new Court Services, Youth Services and Community Corrections facility by helping with their campaign and describing how the funds received by the City of Garden City will be used. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Nay	Yea

Commissioner Cessna moved to direct staff to work with City Attorney Grisell in developing the proposed standards for an Interconnection & Installation Standards and Net Metering Rate Rider into ordinance form for consideration and adoption at a future Commission meeting. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Dr. Beverly Schmitz Glass, Executive Director of Downtown Vision, Inc. presented to he quarterly report and introduced Nicole Lucas as the new Executive Director. Bev thanked the City Commission for their support of her and the Downtown area.

Commissioner Dale moved to approve the following:

1. Governing Body consideration and acceptance of bids received on November 13, 2013 for distribution transformers from HD Supply Power Solutions.
2. Governing Body consideration and acceptance of bids received on October 29, 2013 for testing of all components for Substation #10 from Power Systems Diagnostics, Inc.

3. KDOT has provided Agreement No. 282-13 for the pedestrian / bicycle pathway Transportation Enhancement Project (TE) on K-156 from Campus Drive to Leslie Road. The Governing Body is asked to authorize the Mayor and City Clerk to execute the document.
4. Licenses:

(2013 Renewal)

- | | | |
|----|---|-------------------------------|
| a) | Double AA Builders of California | Class B General |
| b) | Builders Plus Concrete, LLC..... | Class B General |
| c) | DV Douglass Roofing, Inc. | Class B General |
| d) | Premier Construction, LLC..... | Class B General |
| e) | ProBuild Company, LLC..... | Class B General |
| f) | TD Construction..... | Class B General |
| g) | Douglass Colony Group | Class D-R Roofing |
| h) | McDaniel Co., Inc | Class E-B Backflow Test |
| i) | Western Irrigation..... | Class E-B Backflow Test |
| j) | Ayala Construction..... | Class E-SOC Specialized Other |
| k) | Brick & Block Works..... | Class E-SOC Specialized Other |
| l) | KONE, Inc..... | Class E-SOC Specialized Other |
| m) | Mason Tree Care | Class E-SOC Specialized Other |
| n) | Precision Siding & Construction Co..... | Class E-SOC Specialized Other |

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

Dan Fankhauser, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Dale thanked city employees on the United Way drive and stated that \$20,510.80 is a lot of money that will help a lot of members of in our community. Commissioner Dale asked that the community think of those that can't be with their families for the holidays and for the families in Illinois.

Commissioner Doll commented that the enplanements are continuing to increase each month and thanked the Airport staff for their hard work. Commissioner Doll stated the City Link has seen an increase in ridership and that is encouraging to know the service is being used.

Mayor Fankhauser thanked the city employees for their work on the United Way campaign. Mayor Fankhauser stated the Mayor's Christmas dinner will be Thursday, December 13, 2013 at 6:300 p.m. at Southwind. Mayor Fankhauser congratulated Tracy Leiker on her hard work in the transition to the new high school.

Commissioner Law thanked all who helped with and participated in the Veterans Day parade. Commissioner Law wished a belated Happy Veterans Day and thanked all those that served. Commissioner Law congratulated the City on the United Way campaign and especially during a tough year. Commissioner Law congratulated Tracy Leiker for her work at the school district and her years of service. Commissioner Law stated the City has good people working for us, but the School District also has good people working for them and it's nice to recognize all of them. Commissioner stated that staff is working on a utility vehicle public information piece for citizens and can see this method of transportation being used more. Commissioner Law commented that the County Commission might be upset with the City's vote on the ¼ sales tax, but this approach still helps the City and the County if it gets passed during the election.

Commissioner Cessna congratulated the City on the United Way drive and stated they are a great organization for the community. Commissioner Cessna thanked Dr. Bev Schmitz Glass for her years of service and wished her the best in her new endeavor. Commissioner Cessna thanked Steve Dyer and the Chamber of Commerce for their two-way communication between the local owners, city staff and the City Commission. Commissioner Cessna echoed Commissioner Law's thoughts on the ¼ sales tax. Commissioner Cessna wished everyone a Happy Thanksgiving.

Petitions



Buffalo Dunes

Memo

To: Matt Allen, City Manager & Governing Body of Garden City, Ks.
From: Cole Wasinger, Golf Pro Buffalo Dunes
CC:
Date: 11/20/2013
Re: Open House December 13th 2013 Buffalo Dunes

Matt-

I am hosting an open house on December 13th at 4:00 pm 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 13th. 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



November 15, 2013

Dan Fankhauser, Mayor
Roy Cessna, Vice Mayor
Melvin Dale, Commissioner
Janet Doll, Commissioner
Chris Law, Commissioner
301 North 8th Street
Garden City, KS 67846

Dear Mayor Fankhauser and Commissioners:

The Finney County Convention and Visitors Bureau is requesting approval from the City Commission to serve wine and beer at a reception on December 20, 2013. We are coordinating this effort with Zoo Director, Kathy Sexson, who is providing us with the facility. The event will be from 6:30 PM to 8:30 PM in the Lecture Hall at the Finnup Center for Conservation Education, 312 E. Finnup Drive. Attendance at the event will be by invitation only.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimberlea Inderlied", written in a cursive style.

Kimberlea Inderlied
Executive Director
Finney County Conventions and Visitors Bureau
1513 E. Fulton Terrace
Garden City, KS 67846
Phone: (620) 276-0607
kinderlied@finneycountycvb.com

STAFF REPORT
**LC2013-06 Recommendation on an Appeal to the SHPO Determination Against
a Metal Roof Installation at 501 N 5th Street, Garden City, KS**

GENERAL INFORMATION

Date:	06 November 2013	Jurisdiction:	Garden City
Owner:	Fred and Kathryn Askren		
Applicant:	Fred and Kathryn Askren		
Requested Action:	Appeal		
Purpose:	Installation of a Metal Roof		
Location address:	501 N 5 th Street		
Comprehensive Plan:	Proposed land use is consistent with the County Comprehensive Plan		
Sites Existing Zoning:	"R-3" Multiple Family Residential District		
Surrounding Zoning:	North "R-3" Multiple Family Residential District South "R-3" Multiple Family Residential District East "CO" Commercial Office District West "R-3" Multiple Family Residential District		
Land Area:	.32 acres +/-		
Notice Date:	N/A		

COMMENTS & FINDINGS:

1. The Applicant is seeking a recommendation on an appeal to the SHPOs ruling against their application to install a metal roof at the Historical Landmark Sunnyland Bed and Breakfast.
2. The applicant started to make repairs to the roof without a permit. The work had been stopped for approximately three (3) years but was recently restarted. When notified by Staff that a permit needed to be obtained the applicant filled out the paperwork.
3. Because Sunnyland is on the State's Register of Historic Places Staff submitted the request to the SHPO for determination.
4. The SHPO determined that a metal roof did not convey the same visual appearance as the shingle roof that was historically on the building and will "damage or destroy" the architectural integrity of Sunnyland. Finding that the Secretary of Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* does not recommend, "Using a substitute material for the replacement part that does not convey the visual appearance of the surviving parts of the roof or that is physically or chemically incompatible."
5. Per State Regulations the applicant may appeal the SHPO's ruling to the Governing Body.

STAFF RECOMMENDATION: Staff's recommendation to the SHPO was approval of the request. Noting that the applicant stated that using the same type of materials was not economically feasible and that the guidelines recommend "replacing in kind an entire feature of the roof that is too deteriorated to repair – if the overall form and detailing are still evidence – using the physical evidence to guide the new work. Examples can include a large section of roofing...If using the same kind of material is not technically or economically feasible, then a compatible substitute material may be considered."

LANDMARKS COMMISSION RECOMMENDATION: Approval of the metal roof on the upper portion of the roof (main roof), but that the section of the roof that was along the porch be done in shingles more closely comparable to the shingles of the turret.

Members Present – 3

Vote:

Yea – 3

Nay – 0



November 6, 2013

Sam Henderson
Planning and Community Development Department
Garden City, KS 67846

RE: Permit for re-roofing 'Sunnyland' 501 N. 5th Garden City, KS 67846

Dear Mr. Henderson,

This is an appeal, in response to the e-mail from Jennie Chinn, State Historic Preservation Officer and the letter from your office, denying our re-roofing permit.

When we began this process, we had a face to face meeting with, I believe her name was Katrina, at the office in Topeka. She told us that metal was not their roofing of choice, but, if we were not asking for any financial assistance we could do whatever we choose. We then pulled our city permit. It has been a long project, not being easy to find someone willing to work on this roof.

We had patched the asphalt shingles that were on the roof many times because wind damage was a constant problem. We choose this copper colored metal for several reasons:

- Wood shakes are a fire hazard and not favored by insurance companies.
- Asphalt is not resistant to hail, wind, fire and rapidly deteriorates in our weather.
- 'Sunnyland' still has, what looks like, original copper metal sheeting on the north bay window roof.
- This copper colored metal protects the aging surface, but maintains the historic character and offers long lasting performance.

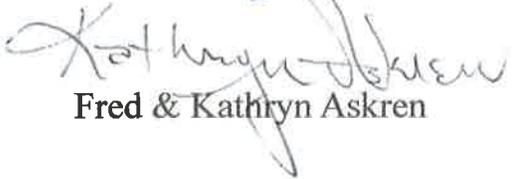
We have spent thousands of dollars on this roofing project and do not have the funds to remove it and start over with an inferior product just because that's what had been used and was constant maintenance problem. We have literally had people we do not know make it a point to tell us they think it looks beautiful! Christ Church in Philadelphia and Jefferson's Monticello both have metal roofs as do many other historical properties.

~~We feel we have restored 'Sunnyland' to where it is now an asset to this~~
community. Everything we have done maintains the beauty and craftsmanship of the home while preserving it for future generations. We took a declining property in the community and have vastly restored it. Would it have been better for it to sit and rot, such as the Windsor Hotel?

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We now ask that the re-issue of our permit be granted, as we feel this copper colored metal roof does not encroach upon, damage or destroy this historic property, but greatly enhances its beauty!

Thank you,



Fred & Kathryn Askren

KSR&C # 13-10-098
October 17, 2013

Sam Henderson
City of Garden City
Via Email

RE: Roof Replacement, 501 N. 5th Street (Sunnyland), Garden City – Finney County

We have reviewed the materials received on October 16, 2013 regarding the above-referenced project in accordance with the state preservation statute K.S.A. 75-2724. The law requires the State Historic Preservation Officer (SHPO) be given the opportunity to comment on proposed projects affecting historic properties or districts. Properties listed in the National Register of Historic Places and/or the Register of Kansas Places are subject to review.

The SHPO is charged with determining whether or not projects will “damage or destroy” historic buildings. According to the Secretary of the Interior’s *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, “Using a substitute material for the replacement part that does not convey the visual appearance of the surviving parts of the roof or that is physically or chemically incompatible” is not recommended. The metal roof that is proposed does not convey the same visual appearance as the shingle roof that was historically on the building and will “damage or destroy” the architectural integrity of Sunnyland.

The statute states that the project cannot proceed until the local governing body has determined, based on a consideration of all relevant factors, that there is no feasible and prudent alternative to the proposal and that the project includes all possible planning to minimize harm to the historic property and its environs. The local governing body is required to give five days’ notice of such determination, by certified mail, to the SHPO. The statute allows for anyone aggrieved by the governing body’s determination to file suit and have the issue decided in the courts.

Thank you for giving us the opportunity to comment on this proposal. Please submit any comments or questions regarding this review to Kim Gant at 785-272-8681, ext. 225.

Sincerely,

Jennie Chinn
State Historic Preservation Officer

A handwritten signature in black ink, reading "Patrick Zollner".

Patrick Zollner
Director, Cultural Resources Division
Deputy State Historic Preservation Officer



October 15, 2013

Kansas State Historical Society
Cultural Resources Division
Kim Gant, Historic Preservation – Review and Compliance Coordinator
6425 SW 6th Avenue
Topeka KS 66615-1099

RE: LC2013-06: ROOF REPLACEMENT- MAJOR COA 501 N. 5TH STREET, GARDEN CITY, KS

Dear Ms. Gant,

Please find attached the Major COA application for SHPO - Major review. The owner of this property would like to replace the shingle roof on Sunnyland with a metal roof. Sunnyland is listed currently on the Kansas State Register of Historic Places.

You will see from the attached pictures that the applicant has already started replacing the roof. He did this without the City's knowledge and once the City became aware of the issue he was issued a stop work order. The applicant has submitted building a building permit application to the City for approval. Part of that process is requesting a review for a Major COA from the State.

The roof will be installed to the building codes adopted by City of Garden City.

HISTORIC ENVIRONS OF #57 – SUNNYLAND BED AND BREAKFAST – D.R. MENKE RESIDENCE, 501 N. 5TH STREET, GARDEN CITY, KS.

The applicant is informed that the property is listed on the State Register of Historic Places and requests the SHPO review and authorization to proceed.

STAFF REVIEW

Acting as Preservation Staff I would consider this a major review. It is the understanding of Staff that the roof was originally a wood shingle roof. However, at some point in the past the wood shingles were replaced with asphalt, staff does not have a record of when this was done.

“**Replacing** in kind an entire feature of the roof that is too deteriorated to repair – if the overall form and detailing are still evidence – using the physical evidence to guide the new work. Examples can include a large section of roofing, or a dormer or chimney. If using the same kind of material is not technically or economically feasible, then a compatible substitute material may be considered.” The Secretary of the Interior's Standards of Rehabilitation, pp. 23, “Recommended”.

While replacing the roof with metal is not ideal, it is the opinion of City Staff that this project be authorized to proceed because of the economic feasibility of the materials being used to replace the roof and because the applicant is attempting to maintain the overall form and detail of the roof if not the exact texture of a shingled roof. We will wait to hear from SHPO staff to officially authorize this project to proceed and issues building permits.

Respectfully Submitted,

Sam Henderson, CPM, CFM
Planner

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

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

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

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

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



Attachments : Aerial Photo, Photos of the Roof
cc: Landmarks Commission, File

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501 N 5th Street Sunnyland
D.R. Menke Residence



501 N. 5th Street



Roof Work began without a permit



The applicant replaced the portions of the roof that could not be seen from the road.



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Report of the City Manager



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

Friday, Nov. 15, 2013

Mr. Dan Fankhauser
Mayor of Garden City
P.O. Box 499
Garden City, KS 67846

Dear Mr. Fankhauser,

Cox Communications and Cox Business announce the following channel changes on or after Tuesday, December 17, 2013:

- El Rey will launch on digital channel 216
 - Requires a subscription to Advanced TV Variety Pak
- El Rey will launch on digital channel 329
 - Requires a subscription to Advanced TV Latino Pak or El Mix.

Consumer-owned devices equipped with a CableCARD may require an advanced TV set top receiver or Tuning Adapter in order to receive all programming options offered by Cox Advanced TV.

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

Coleen Jennison
Government Affairs Director
Cox Communications



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



901 S. George Washington Blvd.
 Wichita, Kansas 67211
 316.260.7000 tel
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Cox Communications announces that on or after December 10, 2013, it will be restructuring the one-time installation charges for the following services.

	Product	Current One-Time Charge	New One-Time Charge
Video	HDMI Cable	\$0	\$35.95
	House Amplifier	\$49.99	\$50
	TV Remote Control Purchase	\$0	\$10
	Video Account Change	\$0	\$3
	Customer Equipment Installation	\$0	\$30
	Video Drop Replacement Work	\$38	\$60
	TV Receiver Pick-Up	\$29.95	\$20
	Exterior Wiring	\$0	\$60
	Wall Fish	\$0	\$50
	Video Equipment Swap Shipped	\$60	\$0
	Video Service Appointment	\$30	\$60
	Connect Tap	\$30	\$0
	Cox TV Starter Tap	\$14.99	\$0
Data	Customer Equipment Installation	\$0	\$30
	Internet Disconnect	\$20	\$0
	Pick Up Internet Equipment	\$0	\$20
	Wall Fish (Internet)	\$0	\$50
	In-Home WiFi Professional Installation	\$35	\$60
	Shipping and Handling	\$9.95	\$0
	Internet Service Appointment	\$30	\$60
	WiFi Router Dual Band Purchase	\$149	\$129
	WiFi Router Single Band Purchase	\$59	\$79
Telephone	Local Long Distance or Long Distance Provider	\$0	\$5
	Account Change	\$5	\$3
	Directory Listing Change	\$11.25	\$3
	Pick Up Telephone Equipment	\$33.95	\$20
	Telephone Calling Feature Change	\$10	\$3
	Wall Fish (Phone)	\$0	\$50
	Telephone Number Change	\$22.50	\$25
	Telephone Service Appointment	\$30	\$60
	eMTA Swap Shipped	\$33.95	\$0
	eMTA Batter Shipping and Handling	\$0	\$9.95

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

Best Regards,

Coleen Jennison
 Government Affairs Director | Cox Communications



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Staff Reports

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

MONTH RECEIVED	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
JANUARY	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	215,987
FEBRUARY	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	213,048
MARCH	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	198,757
APRIL	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	179,735
MAY	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	215,823
JUNE	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	205,745
JULY	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	238,623
AUGUST	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	213,331
SEPTEMBER	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	232,303
OCTOBER	* 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	218,503
NOVEMBER	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	184,384
DECEMBER	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	182,159	
TOTAL RECEIPTS	<u>1,118,546</u>	<u>1,142,399</u>	<u>1,291,473</u>	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,316,239</u>
PERCENTAGE CHANGE	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%	9.39%	

*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	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
JANUARY	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	508,705
FEBRUARY	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	514,511
MARCH	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	468,745
APRIL	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	411,491
MAY	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	481,623
JUNE	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	469,940
JULY	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	554,262
AUGUST	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	504,212
SEPTEMBER	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	529,341
OCTOBER	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	501,467
NOVEMBER	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	422,213
DECEMBER	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	424,131	
TOTAL RECEIPTS	<u>4,090,304</u>	<u>4,097,107</u>	<u>4,361,650</u>	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>5,366,510</u>
PERCENTAGE CHANGE	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%	5.44%	

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions

(Published in The Garden City Telegram on the _____ day of _____, 2013)

RESOLUTION NO. _____

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

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

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

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

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

1002 N. 5th Street- Washing machine, scrap wood, construction debris and tires on property

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 3rd day of December, 2013.

Dan Fankhauser, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK



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 residents 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:

2405 A Street – Inoperable and/or unregistered-Red Ford Pickup

2505 A Street- Inoperable and/or unregistered-White Chevy Silverado Pickup

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 3rd day of December 2013.

Dan Fankhauser, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

2405 A Street



2505 A Street



MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 26 November 2013

RE: TEMPORARY FINANCING FOR STREETScape
IMPROVEMENTS AT SEVENTH AND LAUREL

ISSUE

On May 7th, the Governing Body adopted Resolution No. 2537-2013, authorizing special assessment financing for streetscape improvements at Seventh and Laurel Streets. The project is shared between the City and the property owner, with the City paying 66% and the property owner paying 34%.

Bond Counsel Mary Carson has prepared the temporary financing documents for consideration and approval.

BACKGROUND

Bruce Glass approached staff in early January about their potential acquisition of this property and his streetscape concept related to redevelopment of the McAllister Building. A petition was authorized and approved creating the special assessment district.

Construction is set to begin and temporary financing is necessary to pay for the construction until special assessments can be levied next summer.

ALTERNATIVES

1. Adopt the Resolution
2. Defer action until a later date.

RECOMMENDATION

Staff recommends Governing Body adoption of the Resolution.

FISCAL

The City's first payment on the permanent financing will be required in the 2015 budget.

Steve Cottrell



Engineering Department

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

C.W. Harper, P.E.
Assistant City Engineer

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TRIPLETT, WOOLF & GARRETSON, LLC

RESOLUTION NO. ____-2013

OF

THE CITY OF GARDEN CITY, KANSAS

DECEMBER 3, 2013

RESOLUTION NO. ____-2013

A RESOLUTION PROVIDING FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY OF GARDEN CITY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$106,200 TO TEMPORARILY FINANCE THE COSTS OF CERTAIN IMPROVEMENTS IN THE CITY; AND PROVIDING THE TERMS, DETAILS, FORM AND CONDITIONS OF SUCH NOTES

WHEREAS, the governing body of the City of Garden City, Kansas (the "City"), under the authority of K.S.A. 12-6a01 *et seq.* (the "Act") adopted Resolution No. 2537-2013 on July 16, 2013 (the "Authorizing Resolution"), which authorizes the following improvements in the City:

construction of streetscape improvements, at the southwest corner of Seventh and Laurel Streets, at a total estimated cost of \$106,200 (the "Improvements").

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

WHEREAS, the governing body of the City finds it necessary to authorize the issuance of temporary notes of the City pursuant to the authority of the Act and the Authorizing Resolution, in the amount of \$106,200 to pay costs of the Improvements and costs of issuing the temporary notes.

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

SECTION 1. Authority for the Notes; Security. The City's Temporary Notes, Series D, 2013, in the principal amount of \$106,200 (the "Notes") are authorized to be issued to temporarily finance the costs of the Improvements. In all matters relating to the issuance, registration and delivery of the Notes, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically K.S.A. 10-123, as amended.

The full faith, credit and resources of the City are pledged to secure the payment of the principal of and interest on the Notes as and when the same become due and payable in accordance with their terms. The Notes are payable as to principal and interest from special assessments levied on the properties benefiting from the Improvements, from the proceeds of general obligation bonds of the City issued for that purpose and/or from current revenues of the City legally available for such purposes. If not so paid, the Notes are payable as to principal and interest from unlimited ad valorem taxes that may levied upon all the taxable tangible property within the City.

SECTION 2. Details of the Notes; Payment of Principal and Interest. The Notes shall be designated “City of Garden City, Kansas, Temporary Notes, Series D, 2013” and be dated December 19, 2013 (“Dated Date”). The Notes will mature December 19, 2014 (the “Maturity Date”), or upon such date as the aggregate principal amount of the Notes has been paid or provision is made for such payment as provided in this Resolution.

The Notes shall be issued as a single fully registered certificate, numbered R-1, in the denomination of \$106,200. The Notes shall bear interest from their Dated date (computed on the basis of a 360-day year of twelve 30-day months) at the rate of 4.00% per annum, with interest payable semiannually on June 19 and December 19 of each year the Notes remain outstanding, beginning June 19, 2014 (the “Interest Payment Dates”).

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

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

SECTION 3. Redemption of Notes. At the option of the City, the Notes may be called for redemption and payment before maturity, in whole or in part, on any date, at the redemption price of the principal amount thereof plus the accrued and unpaid interest thereon, to the date of such redemption. When less than all of the Notes are to be redeemed and paid before maturity, the Notes will be redeemed in the manner determined by the City. If the City elects to redeem the Notes, the City shall give written notice of its intention by first class mail to the owners of the Notes and the Treasurer of the State of Kansas, mailed not less than 15 days before the date selected for redemption. Notice of redemption may be waived by an owner of the Notes and the City hereby elects to waive such notice while it is the owner of the Notes. The City shall also give such additional notice of its election to redeem the Notes as may be required by the laws of the State of Kansas in effect at the time of the giving of such notice, including K.S.A. 10-129, to the extent applicable. Upon any election by the City to prepay the Notes and the giving of notice as described above and the payment in full on the date so elected of the principal amount of and all accrued and unpaid interest on the Notes called for redemption, interest on such Notes shall cease to accrue from and after the date elected for redemption and such Notes shall no longer be entitled to the protection, benefits and security of this Resolution.

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

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

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

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

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

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

SECTION 8. Cancellation and Destruction of Note Upon Payment. All Notes that have been paid or redeemed or that otherwise are surrendered to the Paying Agent shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the

Paying Agent. The Paying Agent shall execute a certificate describing the Note so cancelled or destroyed and shall file an executed counterpart of such certificate with the City Clerk.

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

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

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

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

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

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

SECTION 11. Payment of Costs. The City shall pay out of the proceeds of the Notes all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the Notes except (a) the reasonable fees and expenses of replacing a Note or Notes

which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Notes.

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

- (A) 2013 Notes Improvement Fund (the “Improvement Fund”); and
- (B) Principal and Interest Account for the City of Garden City, Kansas Temporary Notes Series D, 2013 (the “Series D, 2013 Notes Principal and Interest Account”).

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

- (C) Accrued interest on the Notes, if any, shall be credited to the Series D, 2013 Notes Principal and Interest Account; and
- (D) The balance of the proceeds of the Notes shall be credited to the Improvement Fund.

The Improvement Fund and Series D, 2013 Notes Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Notes as follows:

Principal and Interest Account. Moneys in the Series D, 2013 Principal and Interest Account shall be used and expended solely to pay the principal, premium, if any, and interest on the Notes when due and usual and customary fees and expenses of the Paying Agent. The Series D, 2013 Notes Principal and Interest Account may be created as a sub-account of the City’s Bond and Interest Fund.

Improvement Fund. Moneys in the Improvement Fund shall be used to pay costs of the Improvements, and costs of issuance associated with the issuance of the Notes or issuance of any general obligation bonds ultimately issued to retire such Notes. Any surplus in the 2013 Improvement Fund after completion of the Improvements shall be transferred to the Series D, 2013 Notes Principal and Interest Account, for the payment of principal of, or interest on the Notes as due.

SECTION 13. Delivery of Notes. The Mayor and City Clerk are authorized and directed to prepare and execute the Note in the form and manner provided by this Resolution, including a reasonable inventory quantity of Note certificates for transfer, exchange and replacement in accordance with the provisions of this Resolution, and to cause the registration and countersignature of the Notes, all without unnecessary delay. The Notes are authorized to be sold to the City of Garden City, Kansas, Garden City, Kansas, (the “Original Purchaser”), and shall be delivered to the Original Purchaser upon receipt by the City of the full purchase price of the Notes.

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

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

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

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

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

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

SECTION 17. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to

correct errors, provided such action shall not materially adversely affect the interest of the Owner, or (ii) to grant or confer upon the Owner any additional rights, remedies, powers or security, or (iii) to more precisely identify the Improvements or (iv) to conform this Resolution to the Code (as defined in Section 16 hereof) or future applicable federal laws concerning tax-exempt obligations. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of 51% of the Owners, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of 100% of the Owners:

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

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

SECTION 18. Tax Covenants. The governing body of the City hereby covenants that so long as the Notes remain outstanding and unpaid, there will be no use made of the proceeds of the Notes, which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Notes to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and rules and regulations of the United States Treasury Department issued under the Code for as long as the Notes remain outstanding and unpaid. The governing body hereby covenants to take all such action in its power as may be required from time to time in order to assure the exclusion from gross income for purposes of federal income taxation of the interest on the Notes, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department issued under the Code.

SECTION 19. Exemption from Continuing Disclosure. The City represents that in connection with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “Rule”) that the Notes are issued in denominations of \$100,000 or more and are being sold to the City as the sole Original Purchaser. The City represents that it reasonably believes the Original Purchaser meets the requirements of paragraph (d)(1)(i) of the Rule; therefore the Notes are offered in a transaction exempt from the Rule.

SECTION 20. Severability. If any section, paragraph, clause or provision of this Resolution is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of

such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution.

SECTION 21. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

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ADOPTED AND APPROVED by the governing body of the City of Garden City,
Kansas on December 3, 2013.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Dan Fankhauser, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

Old Business



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

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

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

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

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

Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: November 13, 2013
Re: Replat of the Samy Addition

Issue: The applicant is requesting consideration of a replat of the Samy Addition which changes the ROW along the south property line of lots 4 and 5.

Background: An issue regarding the setback of a building along the extension of Lareu Rd that was moved without a permit was discovered by the developer and brought to Staff. Staff discussed different options with the developer to resolve the matter including replatting the property to relieve the setback issue.

Section 70-2: 10.010 of the Garden City Subdivision Regulations states that,

- A. **Where the Planning Commission** finds that extraordinary hardships or practical difficulties may result from strict compliance with these regulations, and/or the purposes of these regulations may be served to a greater extent by an alternative proposal, it may:
1. Approve variances, exceptions, and waiver of conditions to these subdivision regulations provided that the variance, exception, or waiver conditions shall not have the effect of nullifying the intent and purpose of these regulations;
 2. Further provided the Planning Commission shall not approve variances, exceptions, and waiver of conditions unless it shall make findings based upon the evidence presented to it in each specific case as follows:
 - a. The granting of the variance, exception, or waiver of conditions will not be detrimental to the public safety, health, or welfare or injurious to other property;
 - b. The conditions upon which the request is based are unique to the property for which the relief is sought and are not applicable generally to other property;
 - c. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out; and
 - d. The relief sought will not in any manner vary the provisions of the Zoning Regulation, Comprehensive Plan, or Official Maps of same, except that those documents may be amended in the manner prescribed by law.
- B. **Conditions.** In approving variances, exceptions, or waivers, the Planning Commission may require such conditions as will, in its judgment, secure substantially the purposes described herein.

The applicant has decided to submit a options for a replat as well as a request for a waiver of the front yard setback requirements along Lareu Road. The applicant has submitted two options for review.



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1. This option would change the dedicated Lareu Road ROW width from 25 to 20 feet (an additional 10 feet is taken from an adjoining plat) and create a 15 foot wide public utility and sidewalk easement. This alternative would necessitate a waiver for the building currently located on lot 4 because it would be approximately 16 feet behind the property line and the "C-2" District requires a 30 foot front yard setback. The building was moved to its current location without first obtaining permits.
2. This option would change the ROW on the south of lots 4 and 5 from a public street to an alley. It would alleviate the need for waivers to the issues above as they would become nonissues.

Alternatives: The Planning Commission may recommend:

1. Approval of option 1.
2. Approval of option 2.
3. Leaving the Plat as approved and consider a waiver from setback requirements.
4. Leaving the Plat as approved and require the relocation of the building to meet the setback requirements.

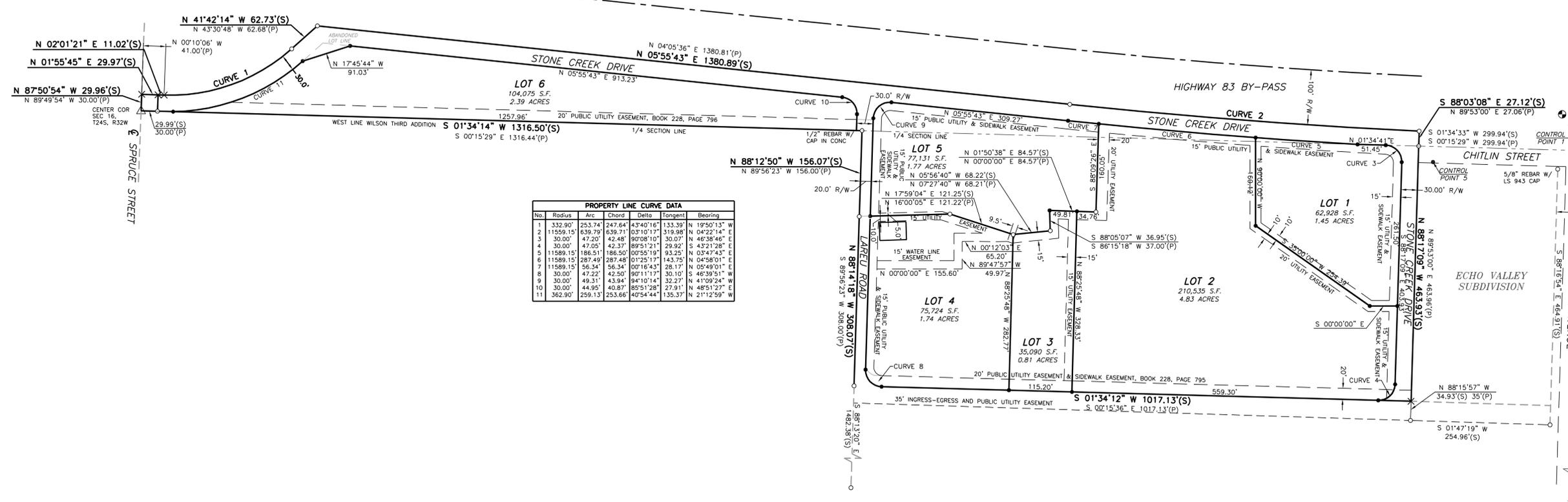
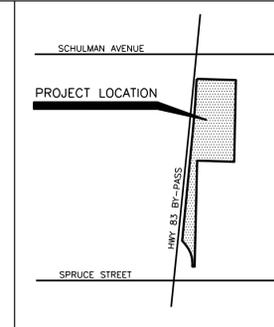
Recommendation: Staff recommends alternative 2 or 4. Either of which would eliminate the need to grant a waiver.

Planning Commission Recommendation: Approval of alternative 1.

Present: 7

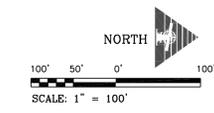
Yea: 7

Nay: 0



PROPERTY LINE CURVE DATA					
No.	Radius	Arc	Chord	Delta	Bearing
1	332.90'	253.74'	247.64'	43°40'16"	N 19°50'13" W
2	11559.15'	639.79'	639.71'	0°31'01.77"	N 04°22'14" E
3	30.00'	47.20'	42.48'	90°08'10.1"	N 46°38'46" E
4	30.00'	47.05'	42.37'	89°51'21.1"	S 43°21'28" E
5	11589.15'	186.51'	186.50'	0°55'51.9"	N 03°47'43" E
6	11589.15'	287.49'	287.48'	01°25'17.1"	N 04°58'01" E
7	11589.15'	56.34'	56.34'	0°16'43.3"	N 05°49'01" E
8	30.00'	47.22'	42.50'	90°11'17.7"	S 46°39'51" W
9	30.00'	49.31'	43.94'	94°10'14.4"	N 41°09'24" W
10	30.00'	44.95'	40.87'	85°51'28.1"	N 48°51'27" E
11	362.90'	259.13'	253.66'	40°54'44"	N 21°12'59" E

VICINITY MAP (NOT TO SCALE)



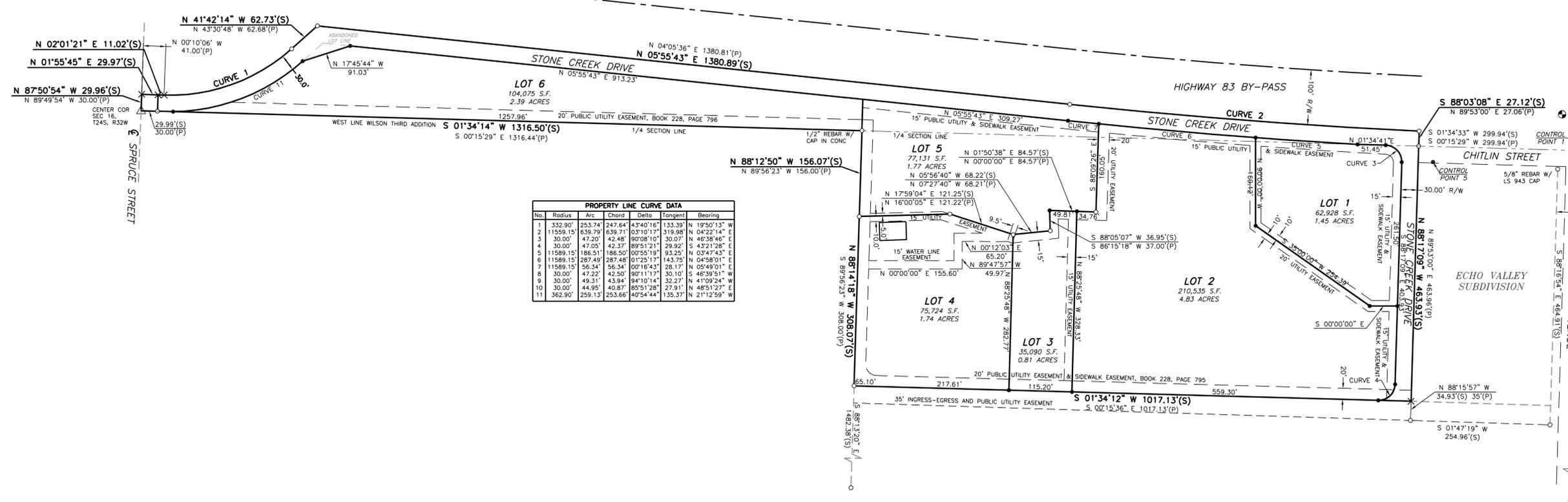
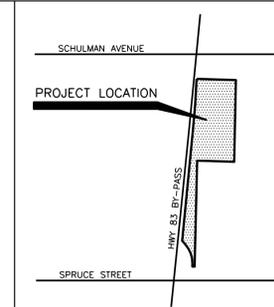
- LEGEND**
- MONUMENT FOUND, 1/2" REBAR WITH MILS CAP, UNLESS NOTED ON PLAT, ORIGIN: PLAT OF STONE CREEK ADDITION
 - 1/2"x24" REBAR W/CLS66 CAP SET
 - × "x" CUT FOUND IN CONCRETE
 - △ SECTION CORNER
 - (P) PLATTED DISTANCE
 - (S) SURVEYED DISTANCE
 - * ASSUMED BEARING

CONCEPT PLAT - A
SAMY ADDITION
 a Replat of Lots 1 and 2, Block 1,
 Stone Creek Addition,
 City of Garden City, Finney County, Kansas



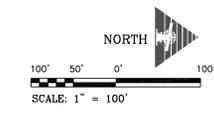
4201B Anderson Avenue, Suite 2 • Manhattan, Kansas 66503
 (785) 776-0541 • FAX 776-9760 • Email: tim@smhconsultants.com
 Project # 1306DG4010 DD #91 / TDS 9

NOVEMBER, 12 2013



PROPERTY LINE CURVE DATA					
No.	Radius	Arc	Chord	Delta	Bearing
1	332.90'	253.74'	247.64'	43°40'16"	N 19°50'13" W
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VICINITY MAP (NOT TO SCALE)



- LEGEND**
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 - 1/2"x24" REBAR W/CLS66 CAP SET
 - × "x" CUT FOUND IN CONCRETE
 - △ SECTION CORNER
 - (P) PLATTED DISTANCE
 - (S) SURVEYED DISTANCE
 - * ASSUMED BEARING

CONCEPT PLAT - B
SAMY ADDITION
 a Replat of Lots 1 and 2, Block 1,
 Stone Creek Addition,
 City of Garden City, Finney County, Kansas



4201B Anderson Avenue, Suite 2 • Manhattan, Kansas 66503
 (785) 776-0541 • FAX 776-9760 • Email: tim@smhconsultants.com
 Project # 1306DG4010 DD #91 / TDS 9

NOVEMBER 12, 2013

STAFF REPORT
GC2013-94: Waiver from Setback Regulations 901 Lareu, Garden City, KS

GENERAL INFORMATION

Date:	November 13, 2013	Jurisdiction:	Garden City
Owner:	O'Brate Realty LLC		
Applicant:	Amro Samy		
Requested Action:	Waiver from Setback Regulations		
Purpose:	To permit a building to be within a front yard setback.		
Location address:	901 Lareu Street		
Comprehensive Plan:	Site's use is consistent with the Garden City Comprehensive Plan		
Sites Existing Zoning:	"C-2" General Commercial District		
Surrounding Zoning:	North "C-2" General Commercial District South "R-2" Single Family Residential District East "C-2" General Commercial District West "C-2" General Commercial District		
Land Area:	Contains 1.74 acres +/-		
Notice Date:	N/A		

COMMENTS & REQUIRED IMPROVEMENTS

1. The Applicant is seeking a waiver from the front yard setback requirements of the "C-2" General Commercial District which require a thirty foot (30') front yard for all buildings in the district.
2. The building that is requiring the waiver was recently relocated from what used to be the "Fun Center" to a location which would now front the extension of Lareu Street. This building was moved without a permit, which was issued after the fact.
3. The waiver is necessitated by changes to the plat which were made at the request of the developer after the building was moved.

RECOMMENDATION

Staff is unable to recommend approval of the request.

PLANNING COMMISSION RECOMMENDATION: Approval of waiver request.

Members Present- 7

Yea vote- 7

Nay vote- 0

New Business



MEMORANDUM

TO: Mayor & City Commission
FROM: City Clerk Celyn Hurtado
DATE: 11-27-13
RE: 2014 Property & Liability Insurance Renewal

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

ISSUE

Staff requests Governing Body consideration and approval of the 2014 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 12-31-2013. 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 2014 Property & Liability Insurance renewal as outlined in the Charlesworth memo attached.
2. Modify the 2014 Property & Liability Insurance renewal.
3. Do not approve the 2014 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 6.8% increase above the 2013 insurance premium. The total 2014 premium is \$272,275. The 2012 premium was \$254,961.

CITY ADMINISTRATIVE
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CHARLESWORTH & ASSOCIATES, LC
Insurance Consulting & Risk Management

Bob Charlesworth, CPCU, ARM, ALCM, AIS
James Charlesworth, ARM
Connie Sargent, ARM
Joan Dostal, CPCU
Art Charlesworth, CPCU, CLU, ARM, *Founder Emeritus*

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

November 23, 2013

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

Re: **Property & Liability Insurance**
December 31, 2013 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 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

The spreadsheet confirms that the key terms and conditions of all of the City's insurance policies are unchanged.

The City's agent has 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 continued to increased.

Summary (Continued)

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%)
12/31/2013 - 2014	Renewal:	\$272,275	(+9.8%)*

*The above premiums do not take into consideration policy changes made throughout each policy year. The annualized current premium, with changes, is \$254,961 making the actual increase 6.8%.

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 \$272,275.

Mr. Allen, thank you for 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, 2013 to DECEMBER 31, 2014

AGENCY:
 INSURER & BEST RATING:
 POLICY PERIOD:

Rutter Cline Associates, Inc.
 Travelers Insurance A+:XV
Renewal 12/31/2013-2014

Rutter Cline Associates, Inc.
 Travelers Insurance A+:XV
Expiring 12/31/2012-2013

PREMIUM SUMMARY

PROPERTY:	\$ 81,715	\$ 70,387
EARTHQUAKE / FLOOD:	Included	Included
INLAND MARINE:	\$ 35,688	\$ 36,393
CRIME:	\$ 2,541	\$ 2,505
BOILER & MACHINERY:	Included	Included
GENERAL LIABILITY / EBL:	\$ 53,257	\$ 47,347
LIQUOR LIABILITY:	\$ 324	\$ 225
PUBLIC MANAGEMENT LIABILITY:	\$ 8,894	\$ 7,624
EMPLOYMENT PRACTICES LIABILITY:	\$ 18,060	\$ 17,013
LAW ENFORCEMENT LIABILITY:	\$ 25,468	\$ 25,872
AUTOMOBILE:	\$ 46,328	\$ 40,550
TOTAL:	\$ 272,275	\$ 247,916
ANNUALIZED ENDORSEMENTS:	N/A	\$ 7,045
TOTAL WITH ENDORSEMENTS:	\$ 272,275	\$ 254,961

PROPERTY

LIMIT:	\$68,273,491	\$65,274,747
BLANKET:	Yes, Building and Contents except Theater Building-\$1,213,948	Yes, Building and Contents except Theater Building-\$1,213,948
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)
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, 2013 to DECEMBER 31, 2014

AGENCY:
 INSURER & BEST RATING:
 POLICY PERIOD:

Rutter Cline Associates, Inc.
 Travelers Insurance A+:XV
Renewal 12/31/2013-2014

Rutter Cline Associates, Inc.
 Travelers Insurance A+:XV
Expiring 12/31/2012-2013

PROPERTY (CONTINUED)

SEWER / DRAIN BACKUP:	Policy Limit	Policy Limit
TREES, SHRUBS & PLANTS:	\$ 50,000 per loss (\$2,500 per item)-Named Perils	\$ 50,000 per loss(\$2,500 per Item) - Named Perils
BOILER & MACHINERY:	Included	Included
"CONNECTED READY FOR USE":	Silent	Silent
COVERAGE DURING TESTING:	Silent	Silent
EXPEDITING EXPENSE LIMIT:	\$ 250,000	\$ 250,000
AMMONIA CONTAMINATION LIMIT:	\$ 250,000 (Pollution Clean-up)	\$ 250,000 (Pollution Clean-up)
HAZARDOUS SUBSTANCE LIMIT:	\$ 250,000 (Pollution Clean-up)	\$ 250,000 (Pollution Clean-up)
DEDUCTIBLE:	\$ 5,000 per occurrence with \$50,000 wind/hail deductible	\$ 5,000 per occurrence with \$50,000 wind/hail ded. (\$ 1,000 Theater Bldg)
PROPERTY ANNUAL PREMIUM:	\$81,715	\$ 70,387

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
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OPTION:	\$ 5,000,000 Flood Limit / \$25,000 Deductible OR \$2,000,000 Flood Limit* / \$100,000 Deductible *See proposal for locations subject to \$2,000,000 limit. Excludes Zone A Included	\$ 5,000,000 Flood Limit / \$25,000 Deductible OR \$2,000,000 Flood Limit* / \$100,000 Deductible *See proposal for locations subject to \$2,000,000 limit. Excludes Zone A Included
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BUSINESS INCOME / EXTRA EXPENSE

ALL SCHEDULED LOCATIONS:	Yes	Yes
COMBINED BI/EE FORM:	Yes	Yes
LIMIT:	\$ 600,000	\$ 600,000
LIMIT PER LOCATION:	Blanket	Blanket
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
CONTINGENT BI:	\$250,000	\$250,000
INCLUDE EDP EXTRA EXPENSE:	Yes	Yes
EE DEDUCTIBLE:	72 hours	Greater of 72 hours or Applicable Property Ded.
BI DEDUCTIBLE:	72 hours	Greater of 72 hours or Applicable Property Ded.
ANNUAL PREMIUM:	Included in Property Premium	Included in Property Premium

CITY OF GARDEN CITY, KANSAS
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INLAND MARINE

RISK OF DIRECT PHYSICAL LOSS:	Risk of Direct Loss	Risk of Direct Loss
VALUATION:	Actual Cash Value	Actual Cash Value
COINSURANCE PROVISION:	80%	80%(Amended)

UNSCHEDULED PROPERTY (Utility poles, street lights, signals and other unscheduled items)

LIMITS:	\$ 2,000,000 Misc. Property (Unscheduled) \$ 50,000 Maximum any one item	\$ 2,000,000 Misc. Property (Unscheduled) \$ 50,000 Maximum any one item
DEDUCTIBLE:	\$ 10,000 Per Occurrence	\$ 10,000 Per Occurrence
ANNUAL PREMIUM:	\$8,880	\$ 9,000

RADIO & BROADCASTING EQUIPMENT

LIMITS:	\$ 1,302,534 Scheduled \$10,000 Deductible	\$ 1,302,534 Scheduled \$10,000 Deductible
ANNUAL PREMIUM:	5,406	\$ 5,419

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

LIMITS:	\$ 4,622,892 Scheduled (Includes Portable Equip) \$ 50,000 Unscheduled \$ 50,000 Leased / Rented from Others \$ 250,000 Newly Acquired Contractors Equipment	\$ 4,783,163 Scheduled (Includes Portable Equip) \$ 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:	\$21,402	\$ 21,974

DATA PROCESSING

ALL SCHEDULED LOCATIONS:	Yes	Yes
HARDWARE LIMIT:	\$680,533 (Included in property values)	\$ 680,533(Included in property values)
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
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
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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
DEDUCTIBLE:	\$ 10,000 Per Occurrence	\$ 10,000 Per Occurrence
ANNUAL PREMIUM:	Included in Property Premium	Included in Property Premium

CRIME COVERAGE

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:	\$2,541	\$ 2,505

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

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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. \$ 100,000 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
INCL. INDEPENDENT CONTRACTORS:	Included	Included
SUPPLEMENTARY DEFENSE COSTS:	Yes	Yes
INCL. SPECIAL EVENTS:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Deleted	Deleted
INCL. PROFESSIONAL SERVICES FOR EMPLOYED PROFESSIONAL ENGINEER(S):	Yes	Yes
EMT & PARAMEDICS PROFESSIONAL:	Included	Included
DAM LIABILITY	Excluded	Excluded
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:	\$52,887	\$ 46,977

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

CITY OF GARDEN CITY, KANSAS
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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:	\$324	\$ 225

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
"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:	Yes, all current boards and commissions are covered.	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:	\$8,894	\$7,624

CITY OF GARDEN CITY, KANSAS
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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
"PAY ON BEHALF OF INSURED":	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCLUDES CIVIL RIGHTS VIOLATIONS:	Yes	Yes
INCL. SEXUAL HARASSMENT (NO B.I.):	Yes	Yes
INCLUDES AUTHORIZED VOLUNTEERS:	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:	\$18,060	\$ 17,013

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
"WRONGFUL ACT" COVERAGE:	Yes	Yes
INCLUDES BODILY INJURY; PERSONAL INJURY & PROPERTY DAMAGE:	Yes	Yes
SUPPLEMENTAL DEFENSE COSTS:	Yes	Yes
INCLUDE MOONLIGHTING:	Yes (authorized by Chief)	Yes (authorized by Chief)
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:	\$25,468	\$25,872

CITY OF GARDEN CITY, KANSAS
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Renewal 12/31/2013-2014

Rutter Cline Associates, Inc.
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Expiring 12/31/2012-2013

AUTOMOBILE

LIABILITY LIMITS:	\$ 1,000,000 Combined Single Limit	\$ 1,000,000 Combined Single Limit
NUMBER OF AUTOS(EXCL. TRAILERS):	203	195
INCL. TORT LIABILITY ENDORSEMENT:	Yes	Yes
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
SYMBOL "ONE" LIABILITY:	Yes - Any Auto	Yes - Any Auto
EMPLOYEES AS INSUREDS:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Deleted	Deleted
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:	\$26,429	\$ 22,527

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:	\$19,899	\$ 18,023

GARAGEKEEPER'S PHYSICAL DAMAGE

LIMITS:	\$ 25,000 Limit (Comprehensive & Collision) \$ 100 Deductible Per Vehicle \$ 500 Deductible Maximum Per Occurrence (Comprehensive)	\$ 25,000 Limit (Comprehensive and Coll.) \$ 100 Deductible Per Vehicle \$ 500 Deductible Maximum Per Occurrence (Comprehensive)
GARAGEKEEPER'S ANNUAL PREMIUM:	Included	Included

HIRED PHYSICAL DAMAGE

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

MISCELLANEOUS -

A) PROGRAM PURCHASED COLLECTIVELY OR BY LINE:	Package Basis Only. Nothing in this proposal alters or supersedes the actual coverage provisions and/or terms and conditions in the policy.	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 WITHIN 60-DAYS OF 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



MEMORANDUM

TO: Governing Body
FROM: Ashley Freburg, Communications Specialist
DATE: November 27, 2013
RE: 2014 Legislative Policy Agenda

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

Issue

Enclosed for your approval are the State and Federal editions of the 2014 Legislative Policy Agenda.

Background

The City's Legislative Policy Agendas outline the policies and initiatives the City will ask elected representatives on the State and Federal levels to champion on its behalf.

Alternatives

1. Approve the legislative policies as presented
2. Suggest revisions and approve the legislative policies

Recommendation

Staff recommends approval of the legislative policies with revisions should there be any.

Fiscal Note

None

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

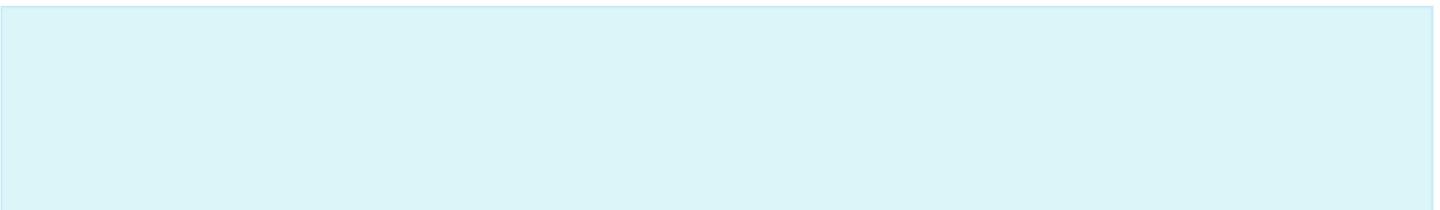
RANDALL D. GRISELL
City Counselor

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

2014 Legislative Agenda

City of Garden City

State Edition



SUMMARY POSITION

In 2014 the City of Garden City seeks to preserve the values and funding essential to effective local governance. The 2014 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 2014 session.

CORE PRINCIPLES

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.

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.

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.

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.

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.

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.

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.

Garden City strongly supports the Moderate-Income Housing (MIH) Program, an initiative funded by the State of Kansas and administered by Kansas Housing Resources Corporation (KHRC), which works to help cities and counties develop multi-family rental units, single-family for-purchase homes, and water, sewer and street extensions in communities with populations of fewer than 60,000 people. MIH funding can also be used to finance construction costs, rehabilitate unsafe or dilapidated housing, and offer down-payment and closing-cost assistance to homebuyers. We encourage the State to continue providing MIH funding and also expand its financial commitment to this very important housing program.

We endorse the continuation of the Rural Housing Incentive District program, which provides a local mechanism to stimulate the housing market by utilizing real property tax incremental increases to assist with housing infrastructure improvements. The program provides a much-needed local approach to local housing needs. We support clarification of the law to assure that all incremental property tax increases are subject to the provisions of the Act.

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 pursuit 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 under-served 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

Support enhanced 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 cities currently served by 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 statutes to provide for the timely closure of abandoned aggregate mining sites.

BACKGROUND

Existing reclamation statutes (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

2014 Legislative Policy

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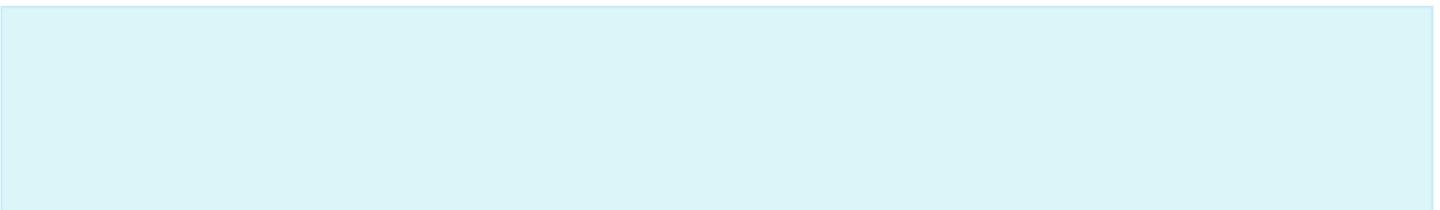
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2014 Legislative Agenda

City of Garden City

Federal Edition



SUMMARY POSITION

In 2014 the City of Garden City seeks to preserve the values and funding essential to effective local governance. The 2014 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 2014 session.

CORE PRINCIPLES

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.

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.

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.

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.

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.

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.

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.

Garden City strongly supports the Moderate-Income Housing (MIH) Program, an initiative funded by the State of Kansas and administered by Kansas Housing Resources Corporation (KHRC), which works to help cities and counties develop multi-family rental units, single-family for-purchase homes, and water, sewer and street extensions in communities with populations of fewer than 60,000 people. MIH funding can also be used to finance construction costs, rehabilitate unsafe or dilapidated housing, and offer down-payment and closing-cost assistance to homebuyers. We encourage the State to continue providing MIH funding and also expand its financial commitment to this very important housing program.

We endorse the continuation of the Rural Housing Incentive District program, which provides a local mechanism to stimulate the housing market by utilizing real property tax incremental increases to assist with housing infrastructure improvements. The program provides a much-needed local approach to local housing needs. We support clarification of the law to assure that all incremental property tax increases are subject to the provisions of the Act.

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 pursuit 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 under-served 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.

Since 2007, Congress has been unable to reach agreement on a broad measure to finance the FAA, able only to pass temporary extensions. The City of Garden City bids major construction projects that require the contractor to guarantee their bid for up to 120 days, until FAA funding is 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 than 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.

TRANSPORTATION

POSITION

Oppose the "Transportation Empowerment Act" or any other bill that would eliminate federal funding for transportation.

BACKGROUND

MAP-21, the current mega transportation bill, expires in 2014. The Highway Trust Fund suffers from dwindling revenue and cannot keep up with current funding needs, and cannot fund actual needed improvements. Congress should not follow past approaches—simply authorizing short term extensions for months or years as Congress argues with itself. Nor should Congress adopt radical new legislation without a politically unbiased study, such as the "Transportation Empowerment Act" that would eliminate the Highway Trust Fund, dramatically reduce the federal gas tax and shift the burden of funding highway improvements onto State and Local governments.

Surface transportation is not simply a matter for each state to decide. Interstate commerce relies on the highway system, making it a national issue. Federal highway funding provides approximately 50 percent of the transportation funds for all states. Some states are donors, paying more federal gas tax than they receive back, while others benefit from more funding than the federal tax collects. Kansas is a donor state. A 2011 Heritage Foundation report shows Kansas's return of the federal gas tax from 1956 to 2009 was 98.7%. In order for Kansas to make up the lost revenue from federal funding, a significant increase in state gas tax would be necessary. It is likely that the state gas tax increase would need to be greater than the federal gas tax decrease.

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. Necessary upgrades to rail infrastructure should be provided through a joint effort involving the federal government, states, Amtrak and BNSF.

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

2014 Legislative Policy

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MEMORANDUM

TO: Governing Body
FROM: Ashley Freburg, Communications Specialist
DATE: November 27, 2013
RE: 2014 SKC Legislative Policy Agenda

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Issue

Enclosed for your approval is the 2014 Legislative Policy Agenda for the Southwest Kansas Coalition (SKC).

Background

The SKC Legislative Policy Agenda outlines the policies and initiatives the City will ask elected representatives at the State and Federal levels to champion on its behalf. It was developed by staff from the cities of Garden City, Dodge City, Liberal, and Hays along with our representatives from Pinegar, Smith & Associates. The Legislative Policy Agenda must be approved by the City Commissions of the member cities before it will be distributed to our State and Federal Representatives.

Alternatives

1. Approve the legislative policy as presented
2. Suggest revisions and approve the legislative policy

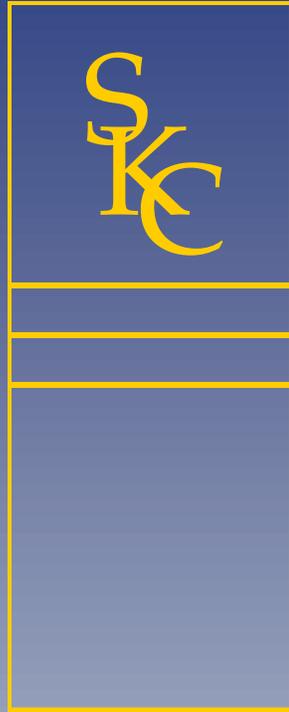
Recommendation

Staff recommends approval of the legislative policy as presented.

Fiscal Note

None

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Southwest Kansas Coalition

2014

Legislative Agenda

Southwest Kansas Coalition (SKC) Defined

The Southwest Kansas Coalition (SKC, or “the Coalition”) originally consisted of representatives from three southwest Kansas cities; the City of Dodge City, the City of Garden City and the City of Liberal. The City of Hays has now joined the Coalition as an Associate Member. These cities are united as a means to collectively and actively participate in issues impacting the region.

SKC was formed to collectively advocate for the idea that southwest Kansas should be consistently and thoughtfully considered in state- and federal-level decisions, particularly when such decisions regard issues of importance to region residents.

SKC is profoundly dedicated to the principle of self-determination and is unfeigned in its infinite pursuit of this ideal. In this pursuit, the Coalition believes in rigorous discussion and collective agreement, insofar as such discussion and agreement continually result in a workable and attainable core agenda.

SKC is dedicated to a public policy agenda reflecting these concepts, and has employed the service of representation in Topeka for assistance in meeting the Coalition’s policy goals.

SKC Core Principles

ANNEXATION

The ability of cities to grow is inherent to the ultimate success of annexation powers as they are currently established in state statute. The current statutory framework was amended in 2011 to balance the interests of cities and those in areas to be annexed. Further amendment would shift this balance in a way that would impede orderly growth. Therefore, we oppose any change which limits the authority of cities to grow through annexation.

ECONOMIC DEVELOPMENT

Southwest Kansas communities rely on state and federal programs to remain competitive in efforts to attract and retain businesses and qualified labor. Unfortunately, many government programs are designed for either urban or rural communities, of which SKC member-cities are neither, due to the region’s micropolitan statistical area (μSA) geographical designation. In other words, SKC member-cities are too big for rural-oriented programs, and too small for urban-oriented programs. Therefore, SKC is dedicated to the design and implementation of economic development programs for the growing segment of Kansas communities which, like SKC member-cities, are ineligible for many programs.

EDUCATION

An adequate and stable workforce is essential to maintaining and growing the economy of southwest Kansas. Therefore, SKC believes in establishing educational opportunities for region residents. Such opportunities include, but are not limited to, specialized training programs and educational degree programs. To meet these educational goals, the Coalition wishes to maintain adequate funding to allow for growth and advancement of educational programs in K-12, community colleges, and vocational training programs. Additionally, SKC supports adequate funding for all Kansas Board of Regents institutions.

SKC Core Principles Continued

EMINENT DOMAIN

Eminent domain is a fundamental municipal power. The authority to acquire property through condemnation proceedings is critical for public improvement projects. Further, the use of eminent domain for economic development has long been recognized as a public use of this authority. We support increased flexibility for local governments to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

ENHANCED RAIL SERVICE

We support enhanced passenger and freight rail service in Kansas. In particular, we strongly support the continuation of Amtrak passenger rail service along the Southwest Chief line, which operates between Chicago and Los Angeles. We encourage State and Federal funding to preserve this needed transportation link to access the southwestern region of the State. Passenger ridership along this section of the Southwest Chief steadily increases as more Kansans take advantage of the convenience of passenger rail transportation.

HOME RULE

SKC supports the constitutional home rule authority of Kansas cities. Self-governance by locally elected officials must be preserved in order to ensure that local issues and problems are handled at the level of government closest to the citizens that they represent.

HOUSING

While housing needs in southwest Kansas continue to rise, new construction lags behind expectations and demand. SKC believes new housing construction and rehabilitation of existing housing stock is the best way to meet its housing demand. However, the United States Department of Agriculture (USDA) Rural Housing Program excludes communities with populations between 20,000 and 35,000 as designated by the 2010 Census. SKC believes Congress should modify USDA regulations, allowing SKC member-cities to be eligible for federal housing programs.

SKC strongly supports the Moderate-Income Housing (MIH) Program, an initiative funded by the State of Kansas and administered by Kansas Housing Resources Corporation (KHRC), which works to help cities and counties develop multi-family rental units, single-family for-purchase homes, and water, sewer and street extensions in communities with populations of fewer than 60,000 people. MIH funding can also be used to finance construction costs, rehabilitate unsafe or dilapidated housing, and offer down-payment and closing-cost assistance to homebuyers. We encourage the State to continue providing MIH funding and also expand its financial commitment to this very important housing program.

IMMIGRATION

Immigrant and refugee labor is vital to the southwest Kansas economy. Concurrently, SKC believes in legal immigration. Therefore, SKC believes the Kansas Legislature and the United States Congress should approach the immigration issue in a sensible way. For SKC, a sensible approach is an approach built on three essential foundations: 1) all immigration legislation is tempered with an understanding of such legislation's economic impact for companies employing immigrants; 2) a recognition that immigrants living in SKC member-cities require a reduction in time and distance barriers between the individual and his or her pursuance of legal residency; and 3) a recognition that SKC member-cities require additional resources to integrate immigrants into the community.

SKC Core Principles Continued

KANSAS TAX SYSTEM

Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. The Governor and Kansas Legislature should include city leaders in discussions about restructuring the Kansas tax system and any changes must avoid shifting additional financial burdens to local governments.

HISTORIC PRESERVATION

The Historic Tax Credit program and Historic Preservation Grants should be maintained and enhanced. Such programs assist communities in maintaining and/or restoring their historic buildings; without such gap assistance many if not all redevelopment plans would be impossible to fulfill. These credits and grants provide valuable private investment that preserves our history and heritage not only for today but for future generations.

PROPERTY TAX EXEMPTIONS

We believe that the existing property tax base should be protected, and therefore, encourage the Legislature to resist any proposal to further exempt any specific property classification from taxation. The machinery and equipment exemption should not be expanded. The Legislature should actively review existing exemptions in order to determine whether the exemptions are still appropriate or should be repealed.

STAR BONDS

We support the ability of cities to utilize STAR bonds in order to promote economic development in their communities.

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.

TRANSPORTATION

Transportation infrastructure is critical to the safety of region residents and travelers. Transportation infrastructure is also vital to the regional economy's maintenance and growth. Therefore, SKC believes in the continued advocacy and funding for transportation infrastructure and maintenance in southwest Kansas.

WATER

Many areas in Kansas are experiencing severe drought conditions, and many programs designed for irrigators who over pump are inadequate. In 2014, SKC is dedicated to thoughtful water policy, which is policy that enables member-cities to safely and effectively meet water needs while also protecting resources. SKC also believes increased local involvement in water regulation is essential to water conservation policy.

ZONING

Zoning is a fundamental municipal responsibility and is best controlled by local governments to ensure that acceptable and compatible uses of property are in place to retain and preserve the character of a community. This regulatory process is an activity best suited to the locally elected municipal bodies when considerations of health, safety and welfare of the community are to be determined. We oppose any change which would limit authority of cities.

Air Transportation

POSITION

Continue federal funding for passenger air service to southwest Kansas.

Support enhanced state funding for the Kansas Affordable Airfares program.

BACKGROUND

The Essential Air Service Program, with support from the Kansas Affordable Airfares program, is critical to providing the region with access to multiple major international airports. We encourage continued support from our Congressional Delegation and our Kansas Legislature.

We support the enhancement of both funding mechanisms for the region in order to provide sustainable and reliable air service.

Airport Improvement Program (AIP) Funding

POSITION

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

BACKGROUND

Federal funding through the Airport Improvement Program (AIP) is critical to maintaining the infrastructure of airports. AIP funding is available and should continue to be available to all airports. The uninterrupted funding of the AIP program is critical to the timely delivery of major airport improvements.

Housing

POSITION

Southwest Kansas continues 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, our rural member-cities are 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. The Coalition wishes 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 which 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.

SKC strongly supports the Moderate-Income Housing (MIH) Program, an initiative funded by the State of Kansas and administered by Kansas Housing Resources Corporation (KHRC), which works to help cities and counties develop multi-family rental units, single-family for-purchase homes, and water, sewer and street extensions in communities with populations of fewer than 60,000 people. MIH funding can also be used to finance construction costs, rehabilitate unsafe or dilapidated housing, and offer down-payment and closing-cost assistance to homebuyers. We encourage the State to continue providing MIH funding and also expand its financial commitment to this very important housing program.

SKC fully endorses the continuation of the Rural Housing Incentive District program, which provides a local mechanism to stimulate the housing market by utilizing real property tax incremental increases to assist with housing infrastructure improvements. The program has been successful in several SKC cities and provides a much-needed local approach to local housing needs. SKC strongly supports clarification of the law to assure that all increment property tax increases are subject to the provisions of the Act.

Immigration

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 SKC member-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.

The Coalition 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.

The Coalition wishes to dialogue with USCIS to determine if a mutually beneficial agreement can be made.

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.

With specific respect to the Coalition, Congress should consider providing assistance to under-served 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.

Rail Transportation

POSITION

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

BACKGROUND

Preserving cross-country rail service through southwest Kansas is important to rural regions, as such regions must offer alternative modes of transportation. In addition, the Coalition believes 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. The Coalition believes Amtrak should continue to be adequately funded at the federal level and that necessary upgrades to rail infrastructure be provided through a joint effort involving federal, states, Amtrak and BNSF.

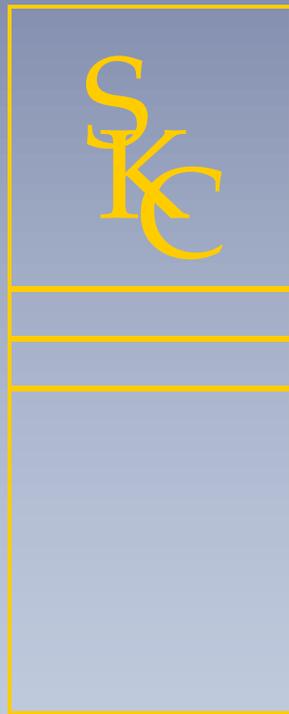
Transportation

POSITION

Continue funding for highway maintenance and infrastructure investment.

BACKGROUND

Transportation infrastructure is critical not only to the safety of region residents and travelers but also to the maintenance and growth of the regional economy.



Southwest Kansas Coalition

2013

**Notice of Budget Hearing for Amending the
2013 Budget**
The governing body of
City of Garden City

will meet on the day of December 17, 2013 at 2:00 P.M. at City Administrative Center 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

Fund	2013 Adopted Budget			2013 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
DEA FORFEITURE			28,000	55,000
FINNUP TRUST			105,000	223,041
SPECIAL REC & PARKS			87,500	179,355
AIRPORT IMPROVEMENT			616,590	676,707
HEALTH INS RESV			36,000	700,000
GOLF COURSE			894,700	943,389
GOLF COURSE BLDG			30,300	40,000
WASTEWATER REP & REP			100,000	690,160
WATER MAINT RESV			150,000	1,046,689

Melinda Hitz
Official Title: Finance Director



CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

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City Manager

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67846-0998
620.276.1160
FAX 620.276.1169
www.garden-city.org

MEMORANDUM

TO: Governing Body

THRU: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: November 25, 2013

RE: KMEA Power Supply Documents

ISSUE:

Beginning January 1, 2013 the Kansas Municipal Energy Agency (KMEA) will begin supplying power to Garden City. In order to utilize the existing electrical infrastructure between Garden City, the Wheatland Electric Cooperation and the Sunflower Electric Power Corporation, a 5 year Interconnect Agreement has been developed. In addition, an agreement has been developed with KMEA's Energy Management Project #2 (EMP2) as part of KMEA's power supply

- **INTERCONNECTION AGREEMENT:** An interconnection agreement is a routine agreement between two utilities whose facilities interconnect. The general purpose is to define the technical aspects of the interconnected facilities and interconnected operations. This agreement does that. It requires each utility to operate using "Good Utility Practice" (a term approved and defined by the Federal Energy Regulatory Commission, used in Sunflower's Open Access Transmission Tariff, and incorporated by reference here), not to "lean" on or cause damage to the other, and to coordinate planning, operations and maintenance. In this case the Interconnection Agreement will be among three parties: Garden City, Wheatland Electric Cooperative (called the "Host Transmission Owner" in the Agreement) and Sunflower Electric Power Corporation (called the "Transmission Provider" in the Agreement). Sunflower is included because it is the party that operates transmission and interconnection services for Wheatland. Wheatland is included because it owns the distribution system and facilities to which Garden City's system is connected.
- **KMEA EMP2 AGREEMENT:** The objectives of this Energy Management Project are, through joint planning, central dispatching, cooperation in environmental matters and coordinated construction, operation and maintenance of electric generation and transmission owned or controlled by the Participants and through the provisions of a means for more effective coordination with other power pools and utilities: To provide the means for an adequate power supply for Participants in conformance with proper standards of reliability. To provide the means for optimal use of generation and transmission facilities resulting in the efficient use of natural resources. To attain maximum practicable economy to the Participants consistent with proper standards of reliability and to provide for equitable sharing of the resulting benefits and costs.



CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

BACKGROUND:

The City Commission voted on December 4, 2012 to terminate the all requirements power supply agreement with Wheatland Electric Cooperative. This contract will expire on December 31, 2013. The City Commission accepted the proposal from KMEA for its power supply to begin January 1, 2014. This power supply included the installation of generating facilities (27MW) to be located in Garden City, along with the other KMEA power supply resources.

ALTERNATIVES:

1. Approve the Interconnection Agreement, EMP2 Agreement and authorizing the Mayor to sign and the City Clerk to attest the agreements.
2. Do not approve the Interconnection, EMP2 Agreements.

RECOMMENDATION:

Staff recommends The City Commission approve the Interconnection Agreement, the EMP2 Agreement and authorize the Mayor to sign, and the City Clerk to attest the agreements.

FISCAL NOTE:

Costs associated with the new power supply portfolio will be covered within the Wholesale Electric line item in the Electrical Budget.

CITY ADMINISTRATIVE
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301 N. 8TH
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Interconnection Agreement

This Interconnection Agreement ("Agreement") is entered into this ____ day of _____, _____, by and between City of Garden City, Kansas ("City"), Wheatland Electric Cooperative, Inc. ("WECI" or "Host Transmission Owner"), and Sunflower Electric Power Corporation ("Sunflower" or "Transmission Provider"), being sometimes herein referred to collectively as "Parties" or singularly as a "Party."

WHEREAS, Transmission Provider will be providing Network Integration Transmission Service in accordance with the Transmission Provider's Open Access Transmission Tariff ("Tariff") filed with the Kansas Corporation Commission ("Commission") for the Kansas Municipal Energy Agency ("KMEA" or "Network Customer"), and Network Customer has designated City as Network Load pursuant to such Tariff and the Network Integration Transmission Service Agreement between KMEA and SPP and the Network Operating Agreement among KMEA, Sunflower Electric Power Corporation, Inc. and SPP thereunder (jointly, the "SPP Agreements");

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for the Host Transmission Owner of the 34.5 kV and other specific lower voltage facilities not owned by Transmission Provider and used to serve Network Customers (the "Transmission System") for purposes of this Agreement and acts as an agent for the Host Transmission Owner in providing service under the Tariff;

WHEREAS, WECI is the Host Transmission Owner as defined in the Tariff that owns the 34.5 kV and specific lower voltage facilities to which the City, as Network Customer's Network Load, is physically connected;

WHEREAS, the Network Customer and the Transmission Provider have entered into a Network Integration Transmission Service Agreement ("Service Agreement") and a Network Operating Agreement ("Operating Agreement") to provide for delivery of Network Resources to Network Load;

WHEREAS, the Parties intend and agree that this Agreement is not intended to provide for transmission service, distribution service, power delivery, and / or power supply, and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff unless otherwise specified herein; and

WHEREAS, the City, the Host Transmission Owner, and the Transmission Provider now wish to enter into this Agreement with respect to the physical interconnection between the City electric system and the Transmission System, the City's owned or controlled existing or new generation on the City's electric system and the Transmission System, all in conformance with their obligations under the Tariff and the other applicable tariffs, schedules, and rules and regulations of WECI, as filed with and approved by the Commission (such WECI documents being hereinafter referred to as the "WECI Tariff"), as well as the Southwest Power Pool, Inc. ("SPP") Open Access Transmission Tariff ("SPP Tariff").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0 Interconnection

- 1.1 This Agreement sets out the terms and conditions under which the Transmission Provider, Host Transmission Owner, and the City will cooperate and operate their respective systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective systems in a manner that will allow each of them to operate their systems and Balancing Authority / Control Area, as those terms are used in the SPP Tariff and perform their other obligations

hereunder and under the Tariff, the WECl Tariff, and the SPP Tariff and other related agreements consistent with Good Utility Practice.

- 1.2 During the term of this Agreement, as it may be amended from time to time through mutual consent, WECl agrees to provide interconnection services for the City, and the City agrees to accept such services in accordance with Attachment 1 hereto and to pay for charges for (i) new facilities to facilitate new interconnection points as requested and agreed to by the Parties, (ii) reinforcements or upgrades to existing facilities as needed to accommodate load growth, and (iii) new facilities, reinforcements or upgrades necessary to accommodate the interconnection of generation in excess of 250 kW, in accordance with this Agreement and the applicable provisions of the Tariff, the WECl Tariff, and the SPP Tariff, as each shall at any time during the term of this Agreement be on file and accepted respectively by the Commission for the Tariff and WECl Tariff, and the Federal Energy Regulatory Commission ("FERC") for the SPP Tariff, including any applicable Schedules and Attachments appended to such tariffs. "Interconnection Services" means services described herein which are subject to the jurisdiction of the Commission or FERC, as the case may be. WECl shall not provide any services or make any charges hereunder that are provided by or charged under the SPP Tariff.
- 1.3 The Parties agree to meet on or about January 1, 2015 to discuss if any changes are needed to this Agreement as a result of the SPP Integrated Marketplace and implementation of a Consolidated Balancing Authority. The Parties are under no obligation to amend this Agreement pursuant to this Section 1.3.

2.0 Designated Representatives of the Parties

- 2.1 Each Party shall designate a representative and alternate ("Designated Representative(s)") from their respective organization to coordinate and implement, on an ongoing basis, the terms and conditions of this Agreement, including, and if applicable, planning, operating, scheduling, redispatching, curtailments, control requirements, technical and operating provisions, integration of equipment, hardware and software, and other operating considerations.
- 2.2 The Designated Representatives shall represent the Parties in all matters arising under this Agreement and which may be delegated to them by mutual agreement of the Parties hereto, but such representatives shall not be authorized to amend this Agreement.
- 2.3 The Designated Representatives shall meet or otherwise confer at the request of any Party upon reasonable notice, and each Party may place items on the meeting agenda. All deliberations of the Designated Representatives shall be conducted by taking into account the exercise of Good Utility Practice. If the Designated Representatives are unable to agree on any matter subject to their deliberation, the Parties may implement dispute resolution procedures as provided in Section 14 of this Agreement.

3.0 System Operating Principles

- 3.1 Each of City and WECl must design, construct, and operate its facilities safely and efficiently in accordance with Good Utility Practice, NERC, SPP or any successor requirements, industry standards, criteria, and applicable manufacturer's equipment specifications, and within operating physical parameter ranges (voltage schedule, load power factor, and other parameters) required on a non-discriminatory basis by the Host Transmission Owner and Transmission Provider.

- 3.2 The City shall maintain at all times the load power factor at each of the Delivery Points listed in Attachment 1 between .95 lagging and .95 leading. Each Party shall ensure, with respect to the Delivery Points, that conditions that result in excessive reactive flows from one Party to the other will be corrected as soon as practical. The City shall ensure that it does not exceed its allocable capacity at each designated Delivery Point as listed in Attachment 1 unless previously agreed to by the Parties in writing, during outage conditions, scheduled maintenance at mutually agreed-upon times, emergencies and other force majeure conditions as necessary to maintain reliability of service. Each Party shall compensate the other for excessive reactive flows at a rate consistent with SPP market practices. Each of the City and WECL shall maintain the system voltages on their respective sides of the Delivery Point in accordance with Good Utility Practice.
- 3.3 Each of the City and WECL reserves the right to inspect the facilities and operating records of the other Party upon mutually agreeable terms and conditions. Each such Party agrees to provide the other Party that right with reasonable notice during normal business hours.
- 3.4 Unless the Parties shall subsequently otherwise agree, the existing facilities connecting the City's power delivery facilities to the WECL power delivery facilities ("Delivery Points") listed in Attachment 1, and illustrated in corresponding one line diagram(s) contained in Attachment 2, shall be continued in service. Such Delivery Points may from time to time be eliminated or new ones established by mutual agreement between the Parties or as may be ordered by the Commission or FERC, as the case may be. There is currently one 12.5 kV delivery point. This sub-transmission delivery point shall be grandfathered into this Agreement as a Delivery Point. Any new or modified Delivery Points hereinafter shall not be below 34.5 kV voltage.
- 3.5 Each of the City and WECL agree that breaker 122 at the Morris substation shall be the only breaker modified to accommodate reverse power flows from currently contemplated generation per the request of the City. Reverse power flows from the City's distribution system to the WECL system will not be permitted at any other Delivery Point, and reverse power flow relays will automatically prevent such reverse flows. The City agrees to operate its distribution system and any potential generation such that the generation only results in reverse power flows at breaker 122 at the Morris substation identified in Attachment 1 and Attachment 2 unless agreed otherwise in writing in advance by the Parties.
- 3.6 The Designated Representatives shall establish and monitor standards and operating rules and procedures to assure the integrity of the City's system, Transmission System or other Affected Systems, as that term is referred to in the SPP Tariff, and the safety of customers, the public and employees are maintained or enhanced when such parallel operations is permitted either on a continuing basis or for intermittent switching or other service needs. Each Party shall exercise due diligence and reasonable care in maintaining and operating its facilities so as to maintain continuity of service.
- 3.7 The Parties shall operate their systems and Delivery Points in continuous synchronism and in accord with applicable NERC Standards and SPP Criteria and requirements, and Good Utility Practice.
- 3.8 If the function of any Party's facilities is impaired or the capacity of any delivery point is reduced, or synchronous operation at any Delivery Point(s) becomes interrupted, either manually or automatically, as a result of force majeure or maintenance coordinated by the Parties, the Parties will cooperate to remove the

cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously.

- 3.9 The City, Transmission Provider and Host Transmission Owner, if applicable, reserve the right to take any action necessary during an actual or imminent emergency to preserve the reliability and integrity of their respective facilities or other Affected Systems, limit or prevent damage, expedite restoration of service, ensure safe and reliable operation, avoid adverse effects on the quality of service, or preserve public safety.
- 3.10 In an emergency, the reasonable judgment of the Transmission Provider, SPP or WECl, if applicable, in accordance with Good Utility Practice, shall be the sole determinant of whether the operation of the City's loads or equipment adversely affects the quality of service or interferes with the safe and reliable operation of the Transmission System or Affected Systems. The Transmission Provider (including at the direction of SPP) or WECl may open any interconnection with the City if reasonably necessary to correct the condition, so long as such action is done on a non-discriminatory basis by Load Ratio Share, to the extent practicable. WECl or the Transmission Provider, if applicable, will provide the City with reasonable notice and an opportunity to alleviate the condition to the extent practicable.

4.0 System Planning

- 4.1 No later than October 1 of each year, the City shall provide the Transmission Provider and Host Transmission Owner the following information:
- a) A five-year projection of summer and winter peak demands with the corresponding power factors and annual energy requirements on an aggregate basis for each Delivery Point. If there is more than one Delivery Point, the City shall provide the summer and winter peak demands and energy requirements at each Delivery Point for the normal operating configuration;
 - b) A five-year projection by summer and winter peak of planned generating capabilities and committed transactions with third parties, which resources are expected to be used by the City to supply the peak demand and energy requirements provided in (a), provided that said transactions with third parties need not identify the third party, but simply identify the point of receipt and point of delivery;
 - c) A five-year projection by summer and winter peak of the estimated maximum demand in kilowatts that the City plans to acquire from the generation resources owned by the City, and generation resources purchased from others; and
 - d) A projection for each of the next five years of the City's distribution system facility additions to be owned and/or constructed or controlled by the City which facilities are expected to affect the planning and operation of the Transmission System or Affected Systems.
- 4.2 Information of the City, Transmission Provider and of WECl exchanged hereunder or pursuant to the SPP Agreements will be used for system planning only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency. Failure of actual real-time operations to match projections or estimates of information provided by the City under this Section 4 shall not be considered a breach of this Agreement.

5.0 Maintenance of Facilities

- 5.1 The City shall upgrade, reinforce and maintain its facilities necessary to reliably receive and transmit capacity and energy from the Host Transmission Owner's Transmission System consistent with Good Utility Practice. The Transmission Provider or WECl, on a non-discriminatory basis, may open one or more of the interconnections under this Agreement to limit or prevent damage to generating or transmission or distribution facilities caused by the City's failure to maintain its facilities in accordance with Good Utility Practice, and the Transmission Provider or WECl may seek as a result any appropriate relief from the Commission in accordance with the Commission's jurisdiction.
- 5.2 The Designated Representatives shall establish procedures to coordinate the maintenance schedules, and return to service, of the generating resources and transmission and substation facilities, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service.
- 5.3 The City shall obtain: (1) concurrence from WECl and the Transmission Provider before beginning any scheduled maintenance of facilities which could impact the operation of Affected Systems or the Transmission System over which transmission service is administered by Transmission Provider, which concurrence shall not be unreasonably withheld or delayed by WECl or the Transmission Provider; and (2) clearance from WECl and the Transmission Provider when the City is ready to begin maintenance on such facility, which clearance shall not be unreasonably withheld or delayed. The City shall notify WECl and the Transmission Provider as soon as practical at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end.

6.0 Scheduling Procedures

- 6.1 The City, or its agent, as a Load Serving Entity ("LSE"), is responsible for complying with all SPP Criteria and requirements and applicable NERC Standards as well as paying any and all fines associated with the LSE's failure to comply with SPP Criteria and requirements and applicable NERC Standards. Unless otherwise agreed, WECl and Transmission Provider shall have only such responsibilities to reasonably assist the City in meeting its obligations to SPP, as shall be required pursuant to the SPP Tariff and this Agreement.
- 6.2 WECl shall cooperate with Sunflower, SPP and the City (or the City's designated Scheduling and/or Metering Agents) to the extent necessary and appropriate to ensure that data is available to SPP for the City's hourly energy assignment, and peak load contributions for use in calculating transmission charges and generation capacity obligations as discussed below.

7.0 Ancillary Services

- 7.1 The City shall ensure that the Network Customer purchases, to meet the City's Network Load, the appropriate amounts of all of the required Ancillary Services described in the SPP Tariff. Each Party is under no obligation under this Agreement to take ancillary services from or provide ancillary services to the other Parties to this Agreement. If the Transmission Provider is required to provide Ancillary Services to support the City's Network Load and the Network Customer fails to comply with all terms and conditions of the SPP Tariff regarding such service and as the result of such failure or otherwise as necessary to ensure the reliability of the WECl Transmission System, the Transmission Provider provides

Ancillary Services to the City directly, then the City shall take and pay for such services in accordance with the Tariff.

8.0 [Reserved]

9.0 Connected Generation Resources

- 9.1 The City shall coordinate with WECl and the Transmission Provider prior to the installation of any new generating resources. The City shall cooperate and adhere to the rules and regulations as dictated in the Tariff, WECl Tariff and SPP Tariff as it relates to generation interconnection procedures and requirements. The City will be deemed to be in compliance with the coordination requirement of this paragraph by (i) notifying WECl in writing of its intent to construct generation, and (ii) by adhering to the rules and regulations in the Tariff, WECl Tariff and SPP Tariff as those rules relate to generation interconnection procedures and requirements.
- 9.2 The City's connected generation resources, if any, that have automatic generation control ("AGC") and automatic voltage regulation ("AVR") shall be operated and maintained consistent with regional operating standards, and the City shall operate, or cause to be operated, such resources to avoid adverse disturbances or interference with the safe and reliable operation of the Transmission System and Affected Systems.
- 9.3 The City shall ensure that WECl and the Transmission Provider are provided the following telemetry information for all City generating units that are Network Resources of the Network Customer:
- 1) Analog MW
 - 2) Integrated MWh/hr
 - 3) Analog MVARs
 - 4) Integrated MVarh/hr

10.0 Redispatching, Curtailment and Load Shedding

- 10.1 In accordance with the SPP Tariff, or as required by the NERC reliability standards, SPP or the Transmission Provider may require redispatching of generation resources or curtailment of loads to relieve existing or potential Transmission System or Affected System constraints. SPP shall be primarily responsible for actions under the SPP Tariff.
- 10.2 Solely with respect to situations for which SPP is not responsible or cannot act, the Parties shall implement load-shedding procedures to maintain the reliability and integrity of the Transmission System or Affected Systems, as provided in the SPP Tariff and in accordance with applicable NERC Standards, SPP Criteria and requirements, and Good Utility Practice.
- 10.3 The City will coordinate with WECl and the Transmission Provider to ensure sufficient load shedding equipment is in place on their respective systems to meet NERC Standards and SPP Criteria and requirements.

11.0 Communications

- 11.1 The City shall, at its own expense, install and maintain communication link(s) for scheduling and metering to the extent such link(s) are required but not installed, in accordance with requirements as identified in the Tariff, SPP Tariff, and WECl Tariff. The Communication link(s) shall be used for data transfer and for voice communication.

- 11.2 The City, prior to allowing the Network Customer to self supply Ancillary Services or secure Ancillary Services from a third-party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such ancillary services and the applicable Control Area, to the extent such equipment is required but not installed or maintained by the Network Customer.

12.0 Cost Responsibility

- 12.1 Unless otherwise agreed to in advance by the Parties, costs incurred by each Party under this Agreement are costs of that Party and are to be recovered under the Tariff, WECl Tariff, or the SPP Tariff and the related service agreements, where applicable. To the extent that the Network Customer fails to pay WECl for any costs incurred by WECl to implement the provisions of this Agreement, the Operating Agreement, Service Agreement, or any SPP Agreements (as required by any or all of those agreements), including, but not limited to reasonably incurred: engineering, administrative and general expenses, material and labor expenses associated with the specification, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, upgrading, calibration, removal, and relocation of equipment or software, the City shall pay WECl directly for such materials and services so long as the direct assignment of such costs is consistent with the governing agreements, tariffs, or applicable policy of the Commission or FERC, as the case may be.
- 12.2 Notwithstanding the foregoing, it is the Parties' intent that rights granted and obligations imposed hereunder be consistent with and not duplicative of rights and obligations governed by the SPP Agreements, the Operating Agreement and Service Agreement.

13.0 Billing and Payments

Billing and Payments shall be in the format and using the same time periods as provided in Section 7 of the Tariff.

14.0 Dispute Resolution

The Parties agree to first attempt to resolve any disputes only after written notification of the existence of a dispute and attempts by chief executives of each Party to resolve the dispute through negotiation. If the Parties are unable to agree on any matter subject to deliberation and after thirty (30) business days of such deliberations, either Party may institute all legal remedies available to it. Each Party irrevocably consents and agrees that any legal action or proceeding arising out of this Agreement or the actions of the Parties leading up to the Agreement shall be brought exclusively in any court of law having valid and competent jurisdiction in the State of Kansas.

15.0 Assignment

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, but shall not be assigned by any Party, except to successors to all or substantially all of the electric properties and assets of such Party, without the written consent of the other Party. Such written consent shall not be unreasonably withheld.

16.0 Choice of Law

The interpretation, enforcement, and performance of this Agreement shall be governed by the laws of the State of Kansas to the extent not pre-empted by federal law.

17.0 Relationship to Other Agreements

The terms and conditions of Interconnection Services shall be governed by this Agreement, the WECI Tariff and the Tariff, as each exists at the time of this Agreement, or as hereafter amended. In addition, it is the Parties' intent that obligations imposed hereunder be consistent with and not duplicative of rights and obligations governed by the SPP Agreements. Each of the WECI Tariff and the Tariff, as it currently exists or as hereafter amended, is incorporated in this Agreement by reference. In the case of any conflict between this Agreement, WECI Tariff, the Tariff, the SPP Agreements or SPP Tariff, the Tariff shall take precedence over this Agreement and the WECI Tariff, and the SPP Tariff and SPP Agreements shall take precedence over all other documents.

18.0 Unilateral Changes and Modifications

Nothing contained in this Agreement or any associated service agreement shall be construed as affecting in any way the right of WECI or Sunflower unilaterally to file with the Commission, or make application to the Commission for changes in rates, charges, classification of service, or any rule, regulation, or agreement related thereto, under Kansas law and pursuant to the Commission's rules and regulations promulgated thereunder, or under other applicable statutes or regulations.

Nothing contained in this Agreement shall be construed as affecting in any way the ability of the City to exercise any right under Kansas law and pursuant to the Commission's rules and regulations promulgated thereunder or under the Federal Power Act and the FERC's rules and regulations thereunder.

19.0 Term

This Agreement shall become effective and shall become a binding obligation of the Parties on the date on which the last of the following events shall have occurred ("Effective Date) provided, however, in no event shall this Agreement become effective before January 1, 2014, and provided further that the Parties shall expeditiously seek all approvals necessary to enable this Agreement to become effective on January 1, 2014:

- (a) Approval by the Sunflower and WECI Boards of Directors and the governing body of the City.
- (b) Execution of this Agreement by the duly authorized representatives of Sunflower, WECI and the City and delivery of such executed Agreements to each of the Parties.
- (c) An order of the Commission making this Agreement effective, in which case the Effective Date of this Agreement shall be as specified in the said Commission order. However, if the Commission or any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any conditions, limitations or qualifications which individually or in the aggregate are determined by Sunflower, WECI or the City to be adverse to it, then Sunflower, WECI and the City shall promptly renegotiate the terms of this Agreement in light of such Commission or court action. Each Party shall use its best efforts to take or cause to be taken all action requisite to the end that this Agreement shall become effective as provided herein at the earliest practicable date.

The initial term of this Agreement shall be for five years from the Effective Date. If neither the City nor WECI notifies the other party of its intent to terminate the Agreement at least two years prior to the termination date, the termination date will be extended by one additional year. The initial term of this Agreement shall be for five years from the Effective Date.

The Parties agree that upon the Effective Date of this Agreement, all previous interconnection agreements executed between the Parties or their predecessors associated with the interconnection of the Parties' systems shall become null and void.

20.0 Notice

20.1 Except as herein otherwise provided, any notice that may be given to or made upon any Party by any other Party under any of the provisions of this Agreement shall be in writing unless otherwise specifically provided herein and shall be considered delivered when the notice is personally delivered or deposited in the United States mail, certified or registered postage prepaid, to the following:

SUNFLOWER

301 West 13th Street
P.O. Box 1020
Hays, KS 67601
Phone: 800-354-3638

WECI

Wheatland Electric Cooperative, Inc.
P.O. Box 230
101 Main Street
Scott City, KS 67871-0230

CITY

City of Garden City, Kansas
301 North 8th Street
Garden City, KS 67846

Any Party may change its notice address by written notice to the other Party in accordance with this Article 20.

20.2 Any notice, request, or demand pertaining to operating matters may be delivered in writing, in person or by first class mail, e-mail, messenger, telegraph, or facsimile transmission as may be appropriate and shall be confirmed in writing as soon as reasonably practical thereafter, if any Party so requests in any particular instance.

21.0 Execution in Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all Parties executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

[The remainder of this page intentionally left blank]

Interconnection Agreement
Sunflower Electric Power Corporation
Wheatland Electric Cooperative, Inc.
And the City of Garden City, KS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

WHEATLAND ELECTRIC
COOPERATIVE, INC.

CITY OF GARDEN CITY, KANSAS

Name:

Name:

Title:

Title:

Date:

Date:

SUNFLOWER ELECTRIC POWER
CORPORATION

Name:

Title:

Date:

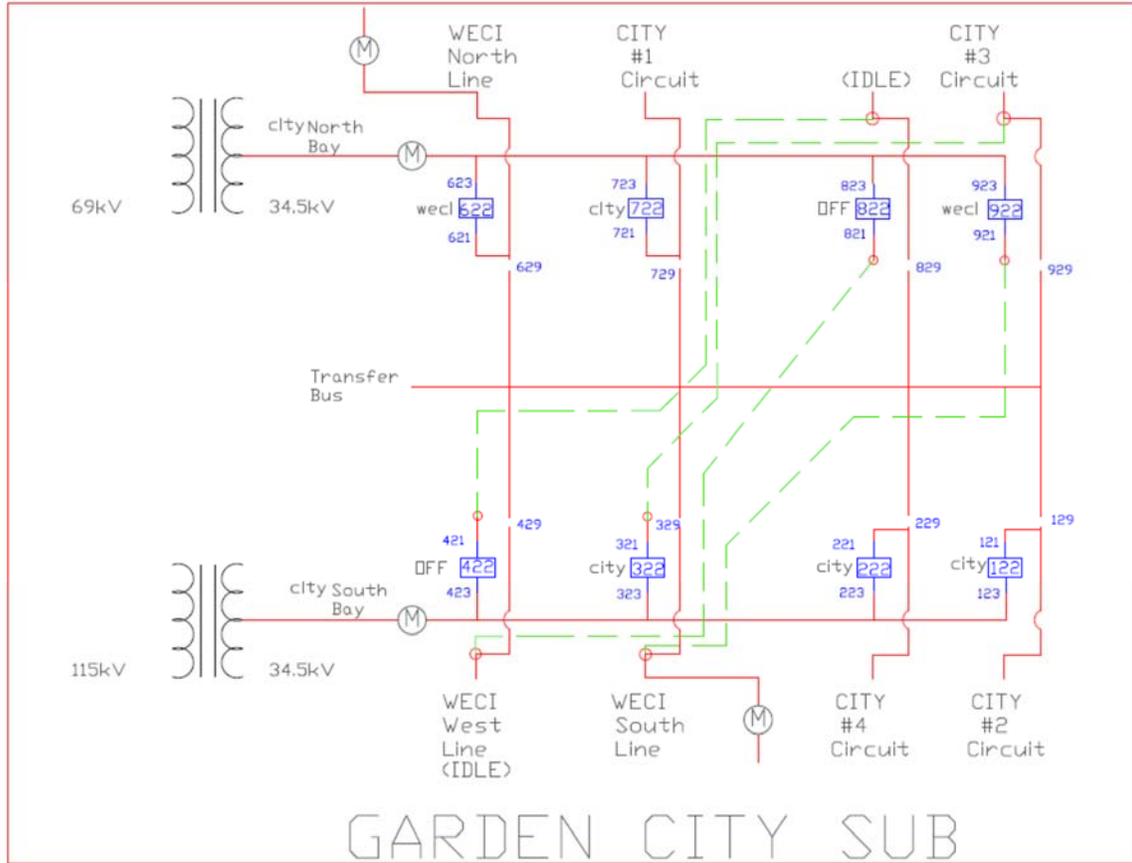
ATTACHMENT 1

Wheatland Electric Cooperative, Inc.
 July 2013

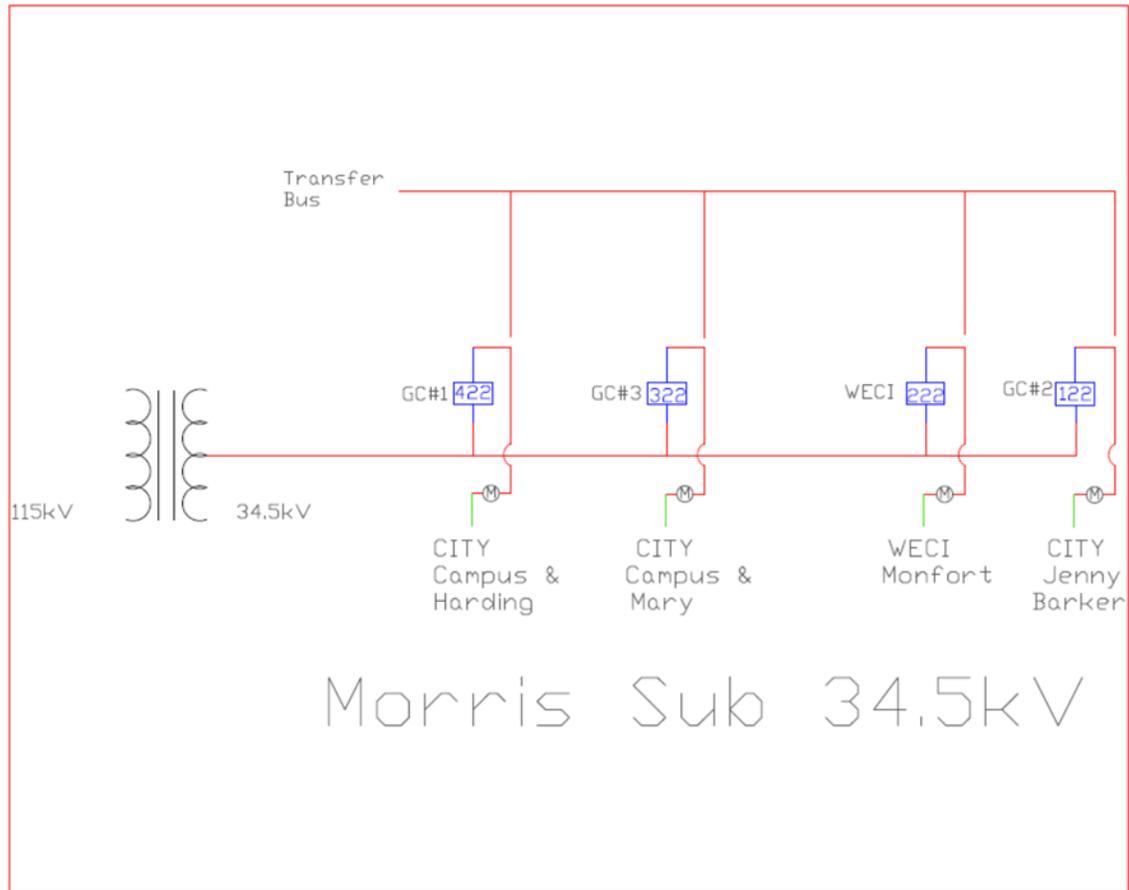
City of Garden City
 Delivery Point Capacity, Breaker and Control Type

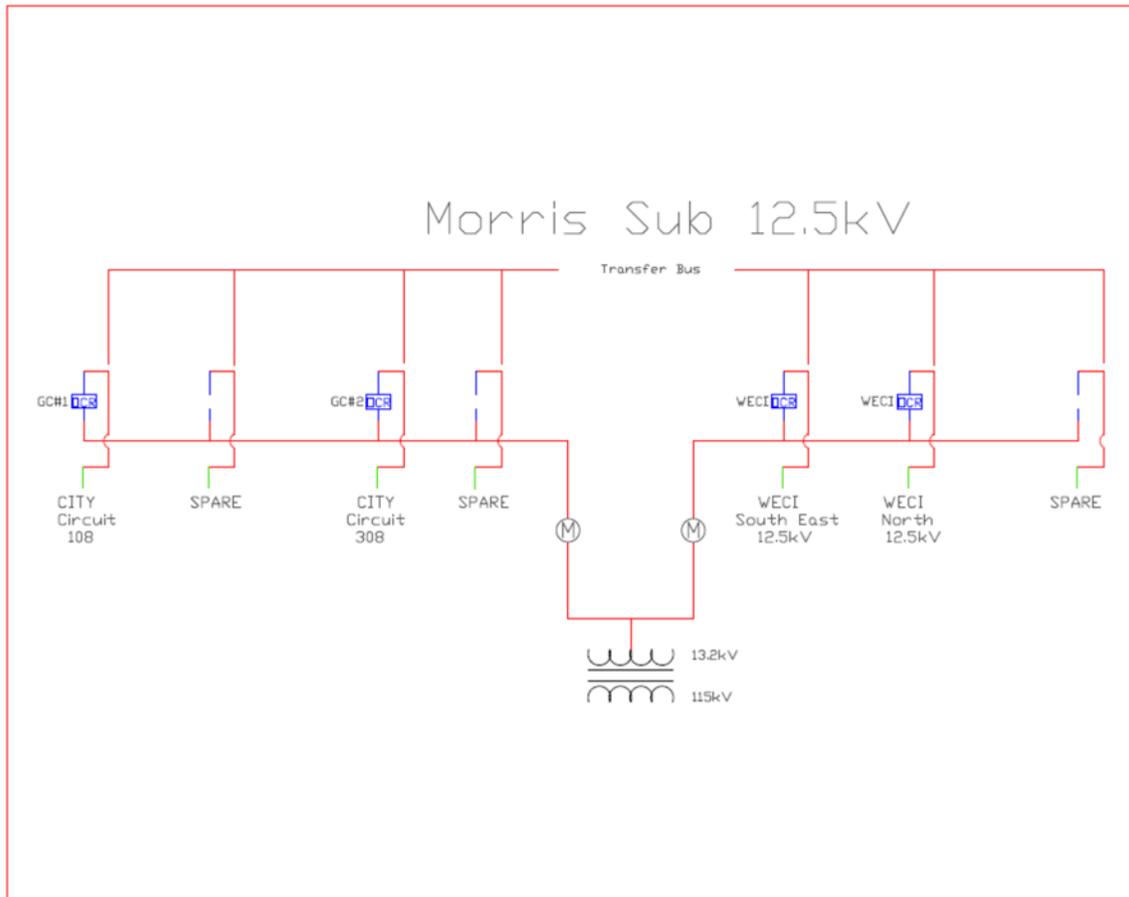
Substation	Transformer MVA	Transformer Impedance	City of Garden City MVA Capacity	Circuit	OCR	OCR Rating	Interrupting Rating	Control (Cooper)	Voltage	Comments
Morris 115/35kv	25/33/41	6.3	30	MOR122	VWE	560	12000	F5	35kv	
				MOR322	CXE	560	16000	F5	35kv	
				MOR422	CXE	560	16000	F5	35kv	
Morris 115/12.5kv	15/20/25	8.79	12	City 108	VWE	560	12000	F5	12.5kv	
				City 308	VWE	560	12000	F5	12.5kv	
Irsik & Doll 115/35kv	25/33/41	6.41	20	ID422	VWE	560	12000	F5	35kv	
Garden City Sub 69/35kv	25/33/41	4.2	25	City 722	VWE	560	12000	F4C	35kv	
Garden City Sub 115/35kv	25/33/41	9.24	25	City 322	VWE	560	12000	F4C	35kv	
				City 222	VWE	560	12000	F4C	35kv	
				City 122	VWE	560	12000	F4C	35kv	
				City 422	VWE	560	12000	F4C	35kv	Idle
Total			112							

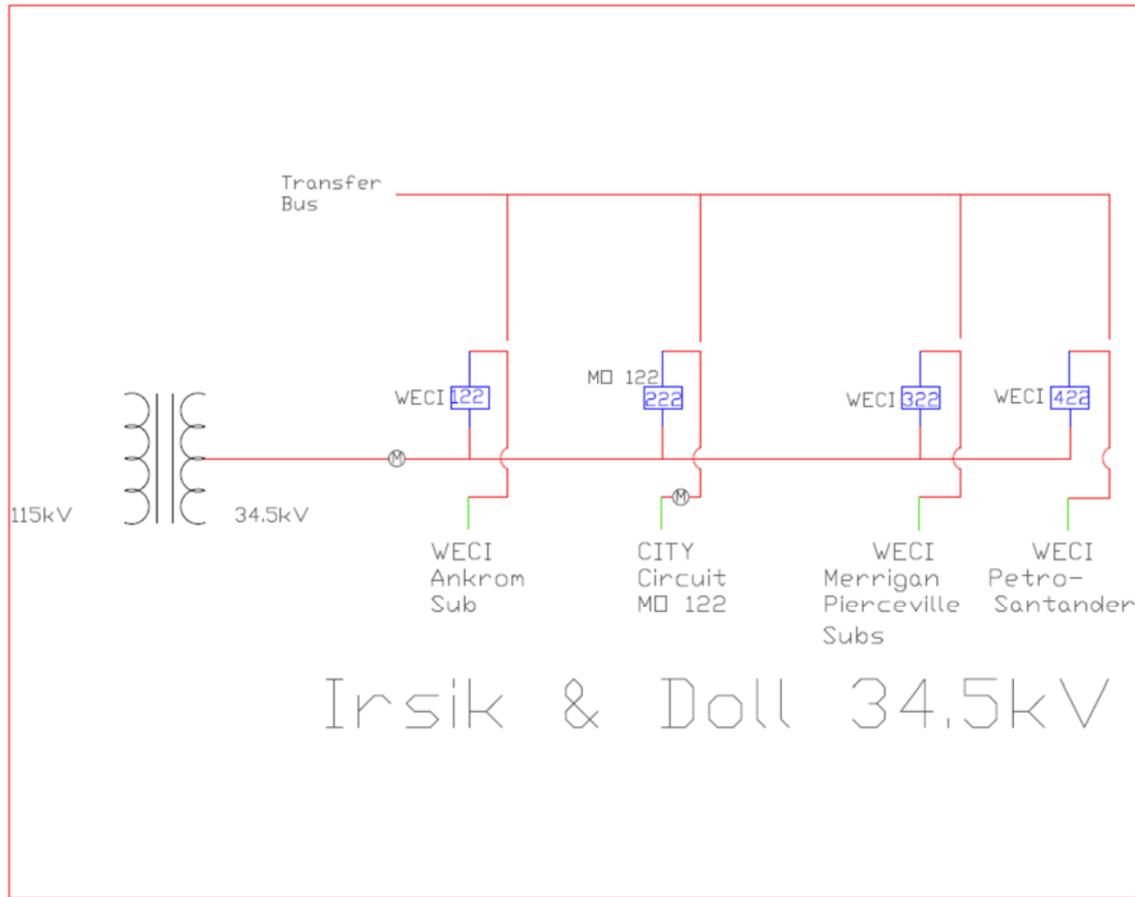
ATTACHMENT 2



Interconnection Agreement
Sunflower Electric Power Corporation
Wheatland Electric Cooperative, Inc.
And the City of Garden City, KS







ENERGY MANAGEMENT PROJECT No. 2 AGREEMENT

Between

KANSAS MUNICIPAL ENERGY AGENCY

And

CITY OF GARDEN CITY, KANSAS

THIS ENERGY MANAGEMENT PROJECT NO. 2 AGREEMENT ("Agreement") made and entered into this 1st day of January, 2014, by and between the Kansas Municipal Energy Agency, a municipal energy agency, hereinafter called "KMEA", and the Cities which execute this Agreement, hereinafter called "Participants".

RECITALS:

1. KMEA was created for the purpose of planning, studying and developing supply, transmission and distribution facilities and programs, and for the purpose of securing an adequate, economical and reliable supply of electricity and other energy, and transmitting same for distribution through the distribution systems of cities throughout the State of Kansas.

2. Participants own and operate certain electric generating facilities or electric distribution systems, or both, and may own and operate a transmission system, and some Participants may have a contract for the purchase of firm power and energy from the Western Area Power Administration (hereinafter called "WAPA") or the Southwest Area Power Administration (hereinafter called "SPA") and may be purchasing power and energy from other public power utilities or other sources, prior to the effective date of this Agreement, which in the aggregate has been and is used by such Participants prior to said effective date to supply all of its electric power and energy requirements.

3. The respective electric systems of the Participants are or will be interconnected, either directly or through the electrical systems of other municipalities or public utilities, making possible more beneficial use of generating facilities and assuring better service in emergencies, thereby providing important benefits to the areas served and to the public.

4. KMEA and the Participants (collectively, the "Parties") recognize that it is of the utmost importance to each of the Participants that its electrical facilities are preserved and that the investment in those facilities is utilized in the most efficient manner possible in satisfying each Participant's future electrical energy needs.

5. The Parties recognize the many potential benefits to the Participants and their residents which will result by coordinating the operation of existing generation and transmission facilities and by coordinating the installation of future generation and/or transmission facilities.

6. The Parties desire to study and evaluate on a continual basis the benefits that may result to the Participants and their residents from the coordination of electrical resources and facilities as described above.

7. The Parties desire to utilize on an increasing basis the nation's more abundant and economical energy resources and to help conserve less abundant resources.

8. The Parties hereto desire to enter into an agreement which will help assure each Participant a supply of firm power and energy to meet its requirements and make beneficial use of each Participant's existing dependable generating facilities, where applicable.

In consideration of the agreements herein contained, the Parties do hereby mutually agree as follows:

ARTICLE I

DEFINITIONS

For the purposes of this Agreement and of the Service Schedules which are a part hereof, the following definitions shall apply:

1.01 Accredited Capability of a Participant for any month shall mean (a) the net generating capability of such Participant, plus (b) the value in kilowatts assigned to such Participant's purchases under resource contracts existing prior to the initial effective date of this agreement or listed in Exhibit "B" attached to this agreement, plus (c) Participant purchases under Service Schedules attached to this agreement, and minus (c) the value in kilowatts assigned to any commitment of such Participant to deliver power to another Participant under Service Schedules attached to this agreement, or to any electric supplier or suppliers pursuant to any valid order or under separate contract or contracts now existing or hereafter created. The accredited capability of such Participant will be determined and assigned by the Joint Operating Committee in accordance with the provisions of Paragraph 8.03 hereof.

1.02 Annual System Demand of a Participant shall mean the highest system demand of such Participant occurring during the 12-month period ending with the current month.

1.03 Available Accredited Capability of a Participant shall mean its accredited capability adjusted for generating capacity out of service for maintenance or repair.

1.04 Average Production Cost per kilowatt-hour of a generating unit for a month shall be:

- (a) The total cost of all fuel consumed by the unit in such month divided by the net kilowatt-hours produced by the unit in such month, plus,
- (b) An amount, established by the Joint Operating Committee after annual review which shall represent the average monthly production cost, other than fuel, of the unit, plus,
- (c) An amount, established by the Joint Operating Committee which shall represent the cost per kilowatt-hour of incremental losses on the supplying Participant's system

and on any other system or systems of electric suppliers not participants hereto incurred in delivering power and energy hereunder.

1.05 Bulk Power Participant shall be defined in Section 5.01 (a).

1.06 Decremental Cost of a receiving Participant for avoiding the operation of generating facilities through the purchase of energy from another Participant shall be:

- (a) The cost of the fuel, operating labor and maintenance which such Participant avoided using by means of such purchase,
- (b) The decremental cost of avoiding the starting and operating of a generating unit or units.

The decremental cost per kilowatt-hour shall be the total of such costs divided by the number of kilowatt-hours scheduled for delivery to the receiving Participant either directly by the supplying Participant or through an intervening system or systems.

1.07 Economy Energy shall mean energy which one Participant may deliver under Service Schedule "E" to another Participant for the purpose of replacing more expensive energy.

1.08 Emergency Energy shall mean energy which is supplied under Service Schedule "C" of this Agreement by any Participant to any other Participant during and as required by an emergency outage on such other Participant's system which is not supplied under another provision of this Agreement.

1.09 Emergency Outage shall mean any unanticipated, unscheduled outage of generating or transmission facilities; however, such outage classification shall not exceed a period of eight hours.

1.10 Incremental Cost of a supplying Participant for operating generating facilities to supply energy to another Participant shall be:

- (a) The incremental cost of the fuel, operating labor, and maintenance required to generate the energy necessary to supply (1) the scheduled delivery to the receiving Participant's system, plus (2) the incremental losses incurred on the supplying

Participant's system, plus (3) the energy supplied to any intervening system or systems as compensation for losses.

- (b) The incremental cost of starting and operating any generating units which must be started as a result of supplying such energy.

The incremental cost per kilowatt-hour for any particular transaction shall be the total of such costs divided by the kilowatt-hours scheduled for delivery to the receiving Participant either directly by the supplying Participant or through an intervening system or systems.

1.11 Net Generating Capability of a Participant for any month shall mean the amount of kilowatts, less station use, that all the generating facilities of such Participant could normally supply simultaneously to its system and the interconnected systems of the Participants at the time of such Participant's maximum system demand for such month under such conditions as may be established by the Joint Operating Committee. The capability of the generating units of a Participant which are out of service for emergency outages or scheduled maintenance or repair shall be included in the net generating capability of such Participant.

1.12 Non-Spinning Reserve shall mean all unloaded generating capability not meeting the spinning reserve criteria (Paragraph 3.29) that can be made fully effective in 10 minutes.

1.13 Operating Reserve shall mean the sum of spinning and non-spinning reserve.

1.14 Operating Reserve Obligation shall mean that amount of spinning reserve and non-spinning reserve which a Participant is obligated under the terms of this Agreement to provide for the purpose of maintaining continuity of service.

1.15 Operational Control Energy shall mean energy which is sold or purchased by the Participants for the requirement or improvement of electric system operation as provided for in Service Schedule "G".

1.16 Parties shall mean KMEA and Participants who is a signatory to this Agreement.

1.17 Participant shall mean a city or a quasi-municipal corporation who is a voting member in good standing of the Kansas Municipal Energy Agency and a signatory to this Agreement.

1.18 Participation Power shall mean power and associated energy which is sold or purchased by Participants as provided for in Service Schedule "A".

1.19 Peaking Power shall mean power and associated energy which is sold or purchased by the Participants and intended to be available at all times during the period covered by the commitment as provided for in Service Schedule "H".

1.20 Pool shall mean the combination of two or more Participants to this agreement that provides for enhanced reliability and other benefits of resource pooling and to provide further opportunities to coordinate the installation and operation of generation and transmission facilities on the respective systems of its Participant members.

1.21 Pooling Generating Unit and Contracted Resources shall mean any accredited electric power generation resource or purchased resource or portion thereof which is committed to the Pool for purpose of economic dispatch, or any electric power generation resource or purchased resource or portion thereof which the Pool owns and controls.

1.22 Reserve Capacity of a Participant for any month shall mean the excess in kilowatts for each Participant's accredited capability over such Participant's maximum system demand for such month.

1.23 Reserve Capacity Obligation of a Participant shall be the capacity which that Participant is obligated to reserve and use for the purpose of maintaining continuity of service as periodically established by the Southwest Power Pool.

1.24 Scheduled Outage shall mean any outage of generating or transmission facilities which is scheduled in advance and shall include the remainder of emergency outages which are rescheduled as a scheduled outage. Such rescheduling shall be required within eight hours of the initiation of the emergency outage.

1.25 Scheduled Outage Energy shall mean energy which is supplied under Service Schedule "C" of this Agreement by any Participant to any other Participant as a result of a scheduled outage which is not supplied under another provision of this Agreement.

1.26 Seasonal Participation Power shall mean power and associated energy which is sold or purchased by Participants as provided for in Service Schedule "B".

1.27 Service Power Participants shall be defined in Section 5.01(b).

1.28 Short Term Power shall mean power and associated energy which is sold or purchased by the Participants and intended to be available at all times during the period covered by the commitment as provided for in Service Schedule "I".

1.29 Southwest Power Pool shall mean the provided of bulk transmission service under a Network Integration Transmission Service Schedule or under a Point-to-Point Transmission Service Schedule.

1.30 Spinning Reserve shall mean the amount of unloaded generating capability of a Participant connected to and synchronized with the interconnected system of the Participants and ready to take load. Spinning reserve allocation to any generator shall not exceed the amount of generation increase that can be realized in 10 minutes.

1.31 System Demand of a Participant shall mean the number of kilowatts which is equal to the kilowatt-hours required in any clock hour, attributable to energy required by such Participant during such hour for supply of firm energy to the Participant's consumers including system losses, and also including any Network Transmission losses occurring on other systems and supplied by such Participant for transmission of such firm energy, but excluding generating station uses and excluding wheeling losses supplied by another system.

1.32 Total Pooled Operating Reserve Obligation shall be that amount of spinning reserve and non-spinning reserve of the Participants collectively required to maintain continuity of service and as defined by the Southwest Power Pool.

1.33 KMEA shall mean the Kansas Municipal Energy Agency, a municipal energy agency, organized under the authority of the laws of Kansas, K.S.A. 12-885 to 12-8,111, inclusive, as

amended and supplemented, (the Act), for the purpose of securing an adequate, economical, and reliable supply of electricity and other energy and transmitting the same to the distribution systems of member cities.

- ARTICLE II -

OBJECTIVES

2.01 The objectives of this Energy Management Project are, through joint planning, central dispatching, cooperation in environmental matters and coordinated construction, operation and maintenance of electric generation and transmission owned or controlled by the Participants and through the provisions of a means for more effective coordination with other power pools and utilities:

- (a) To provide the means for an adequate power supply for Participants in conformance with proper standards of reliability.
- (b) To provide the means for optimal use of generation and transmission facilities resulting in the efficient use of natural resources.
- (c) To attain maximum practicable economy to the Participants consistent with proper standards of reliability and to provide for equitable sharing of the resulting benefits and costs.

2.02 In order to attain the objective of this Energy Management Project, each Participant shall observe the applicable provisions of this Agreement in good faith and shall cooperate with all other Participants where possible.

- ARTICLE III -

TERM OF AGREEMENT

3.01 This Agreement including the associated service schedules shall become effective and binding upon the Parties hereto thirty days after any two cities have executed this Agreement.

3.02 After the initial effective date any city which meets the requirements of Article IV of this Agreement may become a Participant with the approval of the Joint Operating Committee by the execution of this Agreement.

3.03 Any Participant may terminate its participation in this Agreement by at least three years' prior written notice to KMEA. KMEA will send written notice to all other Participants notifying them of the termination by the Participant. KMEA may terminate this Agreement on at least three years' prior written notice to all Participants.

3.04 In the event a Participant fails to perform its obligations pursuant to this Agreement, the Joint Operating Committee shall give written notice to such Participant specifying such failure to perform and establishing a reasonable period that Participant shall have to fulfill its obligations pursuant to this Agreement. In accordance with such notice, the Joint Operating Committee shall review the performance of such Participant and if the failure to perform its obligation is continuing, the Joint Operating Committee may immediately terminate such Participant's participation in this Agreement. This provision shall not limit the right of any other Participant to enforce the rights and obligations established pursuant to this Agreement. Any Participant terminated by the Joint Operating Committee shall continue to fulfill its obligations pursuant to any power transaction under the service schedules until the completion of such power transaction.

3.05 Termination of participation in this Agreement or termination of this Agreement by KMEA shall not impair, amend, or change any existing Contract Resources entered into prior to the initial effective date of this Agreement. Such Contract Resources shall continue in full force, including all rates, items, obligations and conditions, until the expiration of such contracts and agreements, or unless sooner released by the Joint Operating Committee.

- ARTICLE IV -

PARTICIPATION PREREQUISITES

4.01 All Participants to this Agreement are and shall remain voting members in good standing of the Kansas Municipal Energy Agency as defined in the Second Amended and Restated Agreement to Create a Municipal Energy Agency and the By-Laws of the Kansas Municipal Energy Agency, or its successor entities.

- ARTICLE V -

TYPES OF PARTICIPATION

5.01 Participants to this Agreement may choose to participate in one, but not concurrently both, of the following types of participation as defined below and as shown in Exhibit "A" as amended from time to time.

- (a) Bulk Power Participant shall mean a Participant who, by free and willful action of its responsible authorities, contractually commits to KMEA the energy output of all existing generation facilities which are owned by the Participant for purposes of economic dispatching, by KMEA, of generation facilities for the common benefit of Participants, and who may pool financial and other resources with other Participants in order to provide for the construction of future generation facilities or the acquisition of a ready reliable power supply for the common benefit of Participants, or both. Participant will agree to receive all capacity and energy from KMEA except that already under contract with the WAPA or the SPA and certain other contracts as identified in Exhibit "B" attached to and made a part of this Agreement. Exhibit "B" may be changed from time to time by approval of the Joint Operating Committee. Bulk Power Participants will obligate KMEA to economically dispatch all existing and future resources and to schedule all required capacity and energy for the Participant's needs in accordance with Service Schedule K attached. Provided, that any Bulk Power Participant which contracts with KMEA to receive all capacity and energy from KMEA, under Service Schedule M, except that already under

contract with WAPA or SPA and certain other contracts identified in Exhibit "B", attached hereto, will be relieved of all obligations it had under Service Schedule K.

- (b) Service Power Participant shall mean a Participant who maintains full control and responsibility for existing and future resources to meet the anticipated load of that Participant. Service Power Participants may enter into transactions with KMEA or directly with other Service Power Participants according to the terms of various service schedules defined in this Agreement, or with utilities not a party to this Agreement on its behalf or, on behalf of KMEA with written authorization from KMEA.

5.02 Any Participant to this Agreement may change its participation status from Bulk Power Participant to Service Power Participant, subject to the approval of the Joint Operating Committee, upon at least two years prior written notice of intent to KMEA and other Participants.

5.03 Any Participant to this Agreement may change its participation status from Service Power Participant to Bulk Power Participant subject to the approval of and the conditions established by the Joint Operating Committee.

5.04 Transition of participation status pursuant to this Agreement shall not excuse the performance of any existing contractual obligations, nor shall it impair, amend, or change any previous contracts or agreements. Such contracts and agreements shall continue, including all rates, items, obligations and conditions until the expiration of such contracts and agreements.

- ARTICLE VI -

JOINT OPERATING COMMITTEE

6.01 The Joint Operating Committee shall consist of one representative from each Participant. Each Party shall designate the person who shall act as its representative by written notice to KMEA. By similar notice, a Participant may change its representative on the Joint Operating Committee and also designate an alternate representative to act in the absence of the designated representative.

6.02 The Joint Operating Committee shall administer this Agreement so as to accomplish the objectives of the Energy Management Project.

6.03 The Joint Operating Committee shall hold an annual meeting and quarterly meetings at such time and place as the chairman shall designate and shall hold meetings at other times at the call of the chairman or upon call of two or more committee members. At least ten days prior written notice shall be given to each member of the Joint Operating Committee of any meeting of such committee. The notice shall state the time and place of the meeting and shall include an agenda of the items to be considered and no other items shall be considered except that by majority consent of the representatives present, action may be taken on items other than those items included on the agenda for the particular Joint Operating Committee meeting.

6.04 The Joint Operating Committee, at its annual meeting, shall elect three officers who shall serve until the next annual meeting. They shall be a chairman and a vice-chairman elected from the representative of the Participants on the committee and a secretary of the Joint Operating Committee, who need not be a member of the committee and who, if not a member, shall have no voting privileges on the Joint Operating Committee. The chairman shall not serve for more than two consecutive terms.

6.05 Each member of the Joint Operating Committee shall have the right to cast one vote on actions of the Joint Operating Committee. No action of the Joint Operating Committee shall be taken unless fifty percent or more of the Participants are represented at the meeting. Actions requiring a Participant to obtain City approval must be unanimously approved. Pool operational actions require a majority vote of those Participants present.

6.06 Polling of Joint Operating Committee representatives for the purpose of voting on actions of the Joint Operating Committee may be conducted by telephone or by other common carrier as necessary at the discretion of the Joint Operating Committee chairman. Written confirmation of the vote shall be mailed to the chairman by each representative voting within twenty-four hours of the vote.

6.07 The duties of the Joint Operating Committee include but are not limited to the following:

- (a) Supervise the development of plans and procedures that will result in the attainment of the objectives of this Agreement,
- (b) Specify the duties and authority of various committees and task forces which may be established from time to time by the Joint Operating Committee.
- (c) Make such administrative arrangements as may be required pertaining to matters which are pertinent to this Agreement, but which are not specifically covered herein.
- (d) Establish utility standards with respect to any aspect of arrangements between Participants and non-Participants which it determines may adversely affect the reliability of KMEA and to review such arrangements to determine compliance with such standards.
- (e) The Joint Operating Committee shall establish and revise as necessary reliability standards for the bulk power supply of KMEA. Review and approve planning and operating studies made to show conformance with reliability standards.
- (f) Approve revisions to the total operating reserve obligation and the formula for determining the operating reserve obligation of each Participant as required from time to time. Approve revisions to the reserve capacity obligation of the Participant as required from time to time.
- (g) Develop long range plans and establish annually a plan for the ensuing ten years or longer period covering:
 - (i) Size and type of generating unit(s) to be installed,
 - (ii) The voltage and capacity of each transmission facility,
 - (iii) The location of such facilities,
 - (iv) The time when such facilities should be placed in operation,
 - (v) The entities which should install such facilities,

- (vi) The purchases and sales between Participants under service schedules listed in this Agreement to enable each of the Participants to maintain its accredited capability equal to or greater than its annual system demand plus its reserve capacity obligation,
- (vii) The purchases from non-Participant electric systems which may be required to enable each Participant to maintain its accredited capability equal to or greater than the annual system demand plus its reserve capacity obligation.

Consideration shall be given to system reliability, system economy, and the size and anticipated rate of growth of each Participant's load, the size of each Participant's largest generating unit, the excess reserve capacity of each Participant, and the equitable staggering of future investments by the Participants and generation and transmission facilities. The Joint Operating Committee shall also give consideration to the plans of any entity not a Participant to this Agreement for the construction of generation or transmission facilities when such facilities would contribute significantly to the reliability of KMEA operation and such plans are made available. Representatives of such entities may attend the meetings of the Joint Operating Committee considering long range plans.

- (h) Review on a continuing basis the load and capability forecast of the Participants and make the necessary determinations in accordance with Article VIII of this Agreement.
- (i) Review plans and procedures relating to the coordination of the bulk power production and transmission facilities and operations with adjoining systems, pools and regional power coordinating groups.
- (j) Establish and revise rules relating to the effect of abnormal conditions on system demand, reserve capacity obligations and related operating conditions.
- (k) Establish and revise rules for the determination of accredited capability of the Participants using established utility procedures.

- (l) Cause studies to be made as necessary for administration of the aforesaid duties.
- (m) Establish procedures for the use of service schedules.
- (n) Coordinate the operation of the power generation and transmission facilities of the Participants so as to affect optimum reliability and economy of service.
- (o) Establish rates for transactions under Service Schedules (B), (C), (D), (E), (F), (G), (H), (I), (J), (K), (K-1), and (L) of this Agreement, which rates and charges will be sufficient to reimburse KMEA for expenses incurred on behalf of Participants within such period of time as shall be established by KMEA.
- (p) Coordinate the maintenance schedules of the Participants so as to maintain at all times the total operating reserve obligation.
- (q) Determine and periodically review the procedures to be followed by the Participants in restoring service following emergency conditions.
- (r) Coordinate the periods and methods of reporting scheduled and actual power and energy flows.

6.08 The Joint Operating Committee shall at all times adhere to sound engineering principles and prudent utility practice and in particular shall evaluate alternative generation and transmission expansion programs on appropriate uniform assumptions with respect to cost of capital, rates of escalation, carrying charges and other necessary conditions.

6.09 The Joint Operating Committee shall have the authority to appoint task forces for particular studies and to name thereto available employees of Participants. A Participant may be reimbursed, at the discretion of the Joint Operating Committee, for the time and expenses of any of its employees engaged in such task force work.

- ARTICLE VII -

POOL COORDINATION CENTER

7.01 KMEA shall provide for the services of a Coordination Center as the Joint Operating Committee may from time to time direct. All costs associated with the services of the Coordination Center shall be allocated to the Participants according to fair and equitable procedures established by the Joint Operating Committee as set out in Exhibit "C".

7.02 Each Participant to this Agreement shall retain the sole responsibility for the operation of its system in accordance with the principles set forth in this Agreement and the attached schedule hereof, and for the utilization of the information which may be provided from the Coordination Center.

7.03 Subject to a determination by the Joint Operating Committee that such action can be taken without prejudicing the fulfillment of obligations to the Participants for services from the Coordination Center, KMEA may contract with electric power suppliers which are not parties to this Agreement for services from the Coordination Center or with parties for other services under conditions approved by the Joint Operating Committee.

7.04 The duties and functions of the Coordination Center shall include but are not limited to the following:

- (a) The day to day scheduling and coordination, in accordance with directions of the Joint Operating Committee, of the generation and transmission facilities in which the Participants have entitlements or own and control, and of those resources which serve to supply the demand and energy of the Participants.
- (b) Buy and sell capacity and energy on behalf of and to the benefit of the Participants according to the various service schedules and within the guidelines established by the Joint Operating Committee.
- (c) Provide for the record-keeping associated with the functions of the Coordination Center.

- (d) Perform such other duties as may be directed from time to time by the Joint Operating Committee.

The functions of the KMEA Coordination Center shall be carried out consistent with the goal of satisfying the energy requirements of the Participants at the lowest practical cost.

- ARTICLE VIII -

MAINTENANCE OF ADEQUATE CAPABILITY

8.01 Each Participant expects and is expected to maintain utility responsibility for its own load and as a part of such responsibility, shall maintain during each month accredited capability in an amount equal to or greater than its maximum system demand for such month plus such Participant's reserve capacity obligation.

8.02 The reserve capacity obligation of each Participant, for any month, shall be established and revised from time to time by the Joint Operating Committee and set out in Exhibit "D".

8.03 The Joint Operating Committee shall determine the accredited capability of each Participant. Determinations of accredited capability shall be reviewed by the Joint Operating Committee at least semi-annually or at any other time upon the written request of any Participant and any appropriate changes resulting from such review shall be made. The Joint Operating Committee will establish the rules and regulations for determining accredited capability in order to secure consistence and continuity in such determination.

8.04 The Joint Operating Committee shall continually review the load and capability forecast of the Participants. If the forecast of a Participant indicates that, during any month of the ensuing period, the length of period being determined by the Joint Operating Committee, such Participant will not meet its reserve capacity obligation, such Participant shall make arrangements either individually or through KMEA to obtain additional accredited capability as approved by the Joint Operating Committee so that during such month it will have sufficient capacity to meet its reserve capacity obligation. In the event that during any month the Participant did not meet its maximum system demand plus its reserve capacity obligation period, such Participant shall be

required to obtain additional accredited capability from the other Participants or KMEA. The amount of accredited capability required by the deficient Participant and the source or sources will be determined by the Joint Operating Committee. If accredited capability is not available from the Participants or KMEA, the Joint Operating Committee may recommend purchase from Non-Participants by KMEA on behalf of the deficient Participant, or other means of sharing reserve capacity to effect equalization of reserves.

8.05 Nothing in this Agreement shall be interpreted to require a Participant to install facilities.

8.06 Nothing in this Agreement shall be interpreted to restrict a Service Power Participant's election of whether to install facilities or purchase power to maintain its accredited capability.

- ARTICLE IX -

MAINTENANCE OF ADEQUATE OPERATING RESERVE

9.01 Each Participant shall provide Spinning Reserve and Non-Spinning Reserve in proportions established by the Joint Operating Committee equal to or greater than the Operating Reserve Obligation of the Participant, as provided in Paragraph 9.02. As soon as practicable after the occurrence of an incident which utilizes Operating Reserve, each Participant shall restore its Operating Reserve Obligation by following procedures determined by the Joint Operating Committee.

9.02 The Total Pooled Operating Reserve Obligation at any time shall be determined using the Southwest Power Pool's reserve margin requirements.

9.03 The Joint Operating Committee will establish procedures for determining the Operating Reserve that is available on the systems of the Participants at all times. Whenever a Participant is unable to meet its Operating Reserve Obligation, such Participant shall immediately advise all other Participants and make arrangements to restore its Operating Reserve Obligation.

- ARTICLE X -

SERVICES TO BE RENDERED

10.01 The various specific services to be rendered in furtherance of the purposes of this Energy Management Project are covered by Service Schedules of this Agreement which are listed as follows:

- (a) Participation Power Interchange Service (Partial Requirements Contract)
- (b) Seasonal Participation Power Interchange Service
- (c) Emergency and Scheduled Outage Interchange Service
- (d) Operating Reserve Interchange Service
- (e) Economy Energy Interchange Service
- (f) Wheeling Services and Losses
- (g) Operational Control Energy Interchange Service
- (h) Peaking Power Interchange Service
- (i) Short-Term Interchange Service
- (j) Firm Power
- (k) Bulk Power Supply
- (l) Scheduled Interchange Energy Service
- (m) Total Power Requirements Power Purchase Agreement

Other schedules may be established from time to time at the discretion of the Joint Operating Committee and KMEA.

10.02 KMEA shall provide or cause to be provided and the Bulk Power shall take from KMEA the bulk power supply required by the Participant. KMEA will assist and make recommendations for planning, negotiating, designing, contracting for and administering all generation and transmission arrangements and facilities necessary to effect the delivery and sale of such bulk power supply to the Bulk Power Participants, provided, however, that the Service Power Participants may procure alternate bulk power supply resources pursuant to the terms of Article V hereof.

10.03 KMEA may use electric energy from the Bulk Power Participant which is surplus to the requirements of those Participants, as such surplus may be available from time to time, for the

purpose of economy interchange service or other interchange service with others, and any net revenues received by KMEA for any such services shall be credited to the Bulk Power Participants by KMEA according to Service Schedule "K".

10.04 KMEA will economically dispatch the generation owned by the Bulk Power Participants and committed to KMEA for economic dispatch control. Resources contracted by or constructed and operated by KMEA on behalf of the Bulk Power Participants will be included in the economic dispatch control.

10.05 KMEA will purchase or provide such generating capacity reserve service, transmission service, maintenance service, emergency service, economy interchange service and other interchange service as may be necessary for the reliable and economical supply of energy and services and will cause to be delivered to the Bulk Power Participant during each month its entitlement share of such energy and services.

10.06 In addition the duties of KMEA will include but are not limited to the following:

- (a) Provide coordination, according to specific service schedules made a part of this Agreement, of purchase and sale of capacity and energy among Service Power Participants and for Bulk Power Participants.
- (b) Provide for facilities for central dispatching and coordination of the generation and transmission facilities of the Participants and such other facilities, materials and supplies as the Joint Operating Committee may determine are necessary and desirable to carry out the provisions of this Agreement.
- (c) Act on behalf of all Participants in carrying out any action properly taken pursuant to the provisions of this Agreement and within the authority granted by the Joint Operating Committee.
- (d) Execute any contract, lease or other instrument which has been properly authorized by the Joint Operating Committee pursuant to this Agreement and file, if necessary, with appropriate governmental bodies this Agreement and documents amending or supplementing this Agreement, contracts with Non-Participants, and related rate schedules and certificates of concurrence.

10.07 KMEA will perform such other services for Participants as the Joint Operating Committee may from time to time direct.

10.08 All expenses incurred by KMEA in the execution of duties under this Agreement plus a management fee to be set by the Board of Directors of KMEA and approved by the Joint Operating Committee shall be paid by Participants according to a formula or formulas developed by the Joint Operating Committee. The reimbursement of expenses incurred on behalf of the Participants shall be made within such period of time as shall be established by KMEA.

- ARTICLE XI -

INTERCONNECTION AGREEMENTS

11.01 As part of this Agreement KMEA shall negotiate, contract for and administer Interconnection Agreements with other area electrical utilities on behalf of Bulk Power Participants and may negotiate, contract for and administer Interconnection Agreements with other electric utilities on behalf of Service Power Participants. Such Interconnection Agreements shall to the extent possible provide for the uninhibited flow of energy over the respective transmission systems in order to provide an adequate, reliable supply of capacity and energy to the Participants.

- ARTICLE XII -

BULK POWER PARTICIPANT OBLIGATIONS

12.01 For purposes of this Article the term "Participant" shall mean "Bulk Power Participant" as defined in Paragraph 5.01(a) of this Agreement and the term "KMEA" shall mean the Kansas Municipal Energy Agency acting as representative of the Bulk Power Participants.

12.02 Any Bulk Power Participant, upon request by KMEA, shall supply to KMEA energy up to the full amount of its Available Accredited Capability provided that such request conforms with the provisions of Service Schedule "K".

12.03 The systems of the Bulk Power Participants shall be operated interconnected continuously under normal system conditions, and the Participants shall cooperate in keeping the frequency of the interconnected systems of the Parties at 60 Hz as closely as is practicable, in keeping the interchange of power and energy between the systems of the Participants as closely as is practicable to the scheduled amounts or as determined by economic dispatch, and in maintaining mutually satisfactory voltage levels. Each Participant shall be responsible for the reactive volt-ampere requirements of its system. Reactive volt-amperes may be interchanged between systems from time to time, subject to agreement between the Participants involved, when benefit to one system may be gained thereby without causing hardship to another system.

12.04 The systems of the Participants shall normally be so maintained and operated as to minimize in accordance with good utility practice the likelihood of a disturbance originating in the system of a Participant causing impairment to the service of the system of any other Participant, or any other system, with which the systems of the Participants are interconnected.

12.05 The Bulk Power Participants to this Agreement will maintain all generating units owned by the respective Bulk Power Participants in good operating condition. The Participants will be required to periodically operate generating facilities according to an operating schedule established by the Joint Operating Committee to prove the accredited capability of such units. Scheduled outages of all or any part of a Participant's generating facilities will be coordinated with the Coordination Center.

12.06 All Participants will be required to prepare and submit all such reports concerning schedules, loads and capabilities and generating facilities as may be reasonably requested by KMEA.

12.07 All Participants will be required to maintain continuously two manned telephone numbers for contact by KMEA and response by the Participant to a request for any of the services provided by this Agreement.

- ARTICLE XIII -

SERVICE POWER PARTICIPANT OBLIGATIONS

13.01 For purposes of this Article the term "Participant" shall mean "Service Power Participant" as defined in Paragraph 5.01(b) of this Agreement and the term "KMEA" shall mean the Kansas Municipal Energy Agency acting as representative of the Bulk Power Participants.

13.02 It is recognized that the systems of the Participants or KMEA are now or may be interconnected with other systems and that other agreements for interconnection, mutual assistance, pooling, power supply and transmission service may exist or may be entered into between Participants or between a Participant or KMEA and another system. It is understood that the Participants intend to assist each other and KMEA to the maximum extent of their capabilities, but it is recognized that such other agreements may limit the capacities available to Participants under the terms hereof.

13.03 Any Participant or KMEA upon request by any other Participant or KMEA shall supply to such other Participant or KMEA Emergency Energy up to the full amount of its Available Accredited Capability provided that such request conforms to the provision of Service Schedule "C" except that the provisions of this Section shall not apply to any Participant listed in Exhibit "E".

13.04 Any Participant or KMEA upon request by any other Participant or KMEA shall supply to such other Participant or KMEA Scheduled Outage Energy up to the full amount of its Available Accredited Capability not required to maintain its Operating Reserve obligation, provided that the delivery thereof shall conform with the provisions of Service Schedule "C"; and provided further that, if the requesting Participant or KMEA is not using its total Available Accredited Capability, the Participant requested to supply Scheduled Outage Energy or KMEA shall not be obligated to supply such energy when in the sole judgment of such Participant the supply of such energy would cause a hardship except that the provisions of this Section shall not apply to any Participant Listed in Exhibit "E".

13.05 Any Participant or KMEA, if requested to do so by any other Participant or KMEA, shall endeavor to procure through its interconnection with other electric suppliers, Emergency Energy or Scheduled Outage Energy in addition to that which can be supplied by the Participants or KMEA which may be available under agreements covering such interconnections from a source or

sources which will result in the lowest cost to the receiving Participant or KMEA and shall arrange for the delivery of such Emergency Energy or Scheduled Outage Energy to such receiving Participant or KMEA provided that the delivery thereof can be made in the sole judgment of the Participant procuring such service or KMEA, without endangering its facilities or interfering with its obligations to its customers, other Participants, or other electric suppliers.

13.06 Any Participant whose transmission facilities are required to wheel Emergency Energy from the supplying Participant to the receiving Participant or KMEA, shall transmit such energy up to such amounts as will not, in the sole judgment of the wheeling participant or KMEA, endanger its facilities or interfere with its obligations to its customers, other Participants or other electric suppliers.

13.07 Any Participant or KMEA upon request by any other Participant or KMEA shall supply to such other Participant Operating Reserve up to the full amount of its available accredited capability not required to maintain its Operating Reserve obligation, provided that the delivery thereof shall conform with the provisions of Service Schedule "D" and provided further that there shall be no obligations of a Participant to supply Operating Reserve if the requesting Participant is not making full use of its available accredited capability.

13.08 Any Participant or KMEA when called upon to do so by any other Participant or KMEA may supply Economy Energy to such other Participant or KMEA provided such call conforms to the provisions of Service Schedule "E".

13.09 The service obligations set forth in this Agreement are each subject to the limitations that the Participant on which the request is made as therein stated or KMEA shall not be obligated to use Available Accredited Capability if it is at the time being used to supply the requirements of its customers including obligations now existing or hereafter created to other Participants or to other electric suppliers. A Participant shall not be obligated to deliver power and energy over its transmission facilities if in the sole judgment of said Participant such deliveries will endanger its facilities or interfere with its obligations to its customer or to other electric suppliers.

13.10 The Participant or KMEA, purchasing power and energy under Service Schedules "A", "B", "H", "I" and "J" shall be responsible for initiating scheduled deliveries there under and the scheduled rate of delivery shall not exceed the amount being purchased under the Schedule. In the

scheduling of deliveries due consideration shall be given to the rate of change of delivery and the continuity of delivery so as not to cause undue hardship on the system of the supplying Participant.

- ARTICLE XIV -

METERING AND RECORDS

14.01 All Participants shall provide and maintain in accordance with good utility practice and standards as required by the Southwest Power Pool complete metering equipment of revenue metering accuracy including instrument transformers, non-reversible watt-hour meters, and clock hour sixty-minute interval demand meters for recording the deliveries of power and energy between the systems of each Participant and the systems of other utilities with which it is interconnected.

14.02 The aforesaid metering equipment shall be tested at reasonable intervals as agreed upon by the Joint Operating Committee and its accuracy of registration maintained in accordance with good practice and accepted industry standards. The expense involved in such tests shall be borne by the Participant owning the metering equipment. On request of any Participant, special tests shall be made. In the event that test discloses an inaccuracy in excess of one (1) percent the cost of such test shall be borne by the owner of such metering equipment, and if such test discloses an inaccuracy of one (1) percent or less the cost of such test shall be borne by the requesting Participant. All Participants shall afford opportunity to representatives of the other Participants to be present at all regular or special tests, if desired.

14.03 If any test of metering equipment discloses an inaccuracy exceeding one (1) percent, the Participants shall be promptly notified and the accounts between the Participants for service supplied shall be adjusted in accordance with this Section. Such correction and adjustment shall be made from the date the meter became inaccurate, if known; if this cannot be determined, then such adjustment shall be made for the previous month, or from the date of the latest test if within the previous month and for the elapsed period in the month during which the test was made. Should any metering equipment at any time fail to register or should the registration thereof be so erratic as to be meaningless, the power and energy transmitted shall be determined by the Participants from the best available data pursuant to procedures developed and approved by the Joint Operating Committee.

14.04 In addition to meter records, the Participants shall keep log sheets and other records as determined by the Joint Operating Committee as may be needed to afford a clear history of the various movements of power and energy between the systems and the Participants involved both in transactions hereunder and in transactions between Participants to this Agreement and other systems to effect such differentiation as may be needed in connection with settlements in respect to such transactions. The original of all such meter records and other records shall be open to inspection by representatives of the Participants concerned and by the Joint Operating Committee.

14.05 Each Participant shall furnish to the Joint Operating Committee appropriate data from meter registrations and from other sources on such time basis as are determined by the Joint Operating Committee when such data is needed for settlements, special tests, operating records, or for other purposes consistent with the objectives hereof. As promptly as practicable after the end of each month, each Participant shall render to KMEA or to other Participants, as required, statements setting forth appropriate data from meter registrations and other sources in such detail and with such segregation as may be needed for operating records and for settlements hereunder.

- ARTICLE XV -

INSTALLATION OF ADDITIONAL FACILITIES

15.01 It is the intent of this Agreement to provide for an equitable staggering of future investments in generating capacity and other facilities, including communication and telemetry equipment, in order to maintain maximum economy and benefits from this arrangement. It is understood that the generating units installed by the Participants hereafter or by KMEA on behalf of the Participants should be the most economical size and type practicable, taking into consideration the size of the installation Participants' systems, the loads of the Participants, the anticipated growth of such loads, the transmission facilities required to transmit the output thereof to such loads or to supply such loads when the unit is not in service, and the ability of the systems of the Participants in their interconnections with other interconnected systems to withstand the instantaneous loss of such units without causing unstable operation. It is also anticipated that the amount and type of additional generating capacity to be installed by any Participant or by KMEA on behalf of any Participants shall take into consideration the load and the load growth of such Participant and that the installation of specific generating units shall be timed so as to accomplish this overall intent.

15.02 It is understood by the Participants that nothing in this Agreement is intended to preclude a Participant from constructing or utilizing generation and transmission facilities other than those recommended by the Joint Operating Committee, however, such facilities shall be subject to the established reliability standards of the Joint Operating Committee.

15.03 It is an objective of this Energy Management Project that each Participant shall have an appropriate opportunity to meet its additional system requirements and operating reserve obligations from KMEA units. However, it is recognized that each Service Power Participant has the freedom to construct or participate with other utilities in the construction of alternate generating resources. Each Participant will keep KMEA advised of all matters relating to the Participant's power supply planning including but not limited to load forecast, proposed transmission and generation additions and delivery points.

15.04 Any Participant which desires to offer excess capacity in a generating unit on a short or long-term basis shall be obligated to make the offering first to all other Participants before making any offering to Non-Participants subject to any obligations which a Participant has to any other agreements in effect as of the effective date of this Agreement.

- ARTICLE XVI -

BILLINGS AND PAYMENTS

16.01 For billing purposes, the amount of energy delivered pursuant to this Agreement by a supplying Participant or KMEA on behalf of any Participant to a receiving Participant, or delivered to the receiving Participant through an intervening wheeling system during any period, shall be the amount scheduled for delivery at a point or points where the system of the receiving Participant interconnects with the system of the supplying Participant or with the system of the wheeling utility with which the receiving Participant is interconnected.

16.02 Billing for any transaction involving generation or transmission capacity pursuant to this Agreement, including any transmission charges pertaining to such transaction, shall be based upon the amount of such capacity committed in advance for delivery at a point or points where the system of the receiving Participant connects with either the system of the supplying Participant or the intervening transmission system.

16.03 All bills for services supplied pursuant to this Agreement shall be rendered monthly by the supplying Participant to KMEA or by KMEA to the Participant not later than thirty days after the end of the period to which such bills are applicable. Unless otherwise agreed upon by the Joint Operating Committee such periods shall be from 12:01 A.M. of the first day of the month to 12:01 A.M. of the first day of the succeeding month. Bills shall be due and payable within thirty days from the date such bills are rendered and payment shall be made when due and without deduction. Interest on any unpaid amount from the date due until the date upon which payment is made shall accrue at the rate of one percent per month or fraction thereof.

16.04 In the event a Participant desires to dispute all or any part of the charges submitted by some other Participant or by KMEA it shall nevertheless pay the full amount of the charges when due and give notification in writing within sixty days from the date of the statements stating the specific grounds on which the charges are disputed and the amount in dispute. The complaining Participant will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of KMEA as the Participant making such charges within the time and in the manner herein specified. If settlement of the dispute results in a refund to the payee, interest at one percent per month or fraction thereof shall be added to the refund.

- ARTICLE XVII -

UNCONTROLLABLE FORCES

17.01 A Participant shall not be considered to be in default in respect to any obligation hereunder if prevented from fulfilling such obligation by reason of uncontrollable forces. The term "uncontrollable forces" shall be deemed for the purposes hereof to mean storm, flood, lightning, earthquake, fire, explosion, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor disturbance, sabotage, war, national emergency, restraint by court or public authority, or other causes beyond the control of the Participant affected which such Participant should not reasonably have expected to avoid by exercise of due diligence and foresight and by provision of reserves in accordance with the requirements of this Agreement. Any Participant unable to fulfill any obligation by reason of uncontrollable forces will exercise due diligence to remove such disability with reasonable dispatch, but such obligation shall not require the settlement of a labor dispute except in the sole discretion of the Participant experiencing such labor dispute.

- ARTICLE XVIII -

NOTICES

18.01 Any formal notice, demand or request required or authorized by this Agreement shall be deemed properly given if mailed postage prepaid to KMEA and to the Joint Operating Committee representative of the Participant concerned at the address of such Participant.

18.02 Any written notice or request of a routine character in connection with delivery of power and energy or in connection with operation of facilities shall be given in such a manner as the Joint Operating Committee from time to time shall establish.

- ARTICLE XIX -

SUCCESSORS AND ASSIGNS

19.01 No party shall assign this Agreement without the consent in writing of the other parties except in connection with the sale and merger of a substantial portion of its properties.

19.02 The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Participants to this Agreement, and the obligations herein assumed are solely for the use and benefits of the Participants to this Agreement.

- ARTICLE XX -

ARBITRATION

20.01 Any controversy or claim arising out of or relating to this Agreement or the breach thereof or appeal from action of the Joint Operating Committee shall be settled by arbitration. Such arbitration shall be conducted before a board of three arbitrators selected by the American

Arbitration Association and the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association then in effect, subject to the further qualification that the arbitrators named under said rules shall be competent by virtue of education and experience in the particular matter subject to arbitration.

20.02 The Participant or Participants desiring arbitration shall demand such arbitration by giving written notice to the other Participant or Participants involved. Such notice shall conform with the procedures of the American Arbitration Association and shall include a statement of the facts or circumstances causing the controversy and the resolution, determination or relief sought by the Participant or Participants desiring arbitration.

20.03 Before the matter is presented to the Board of Arbitrators, a conference shall be held to attempt to resolve the controversy or if that is not possible, to stipulate as many facts as possible to clarify and narrow the issues to be submitted to arbitration.

20.04 The Board of Arbitrators shall have no authority, power or jurisdiction to alter, amend, change, modify, add to or subtract from any of the provisions of this Agreement nor to consider any issues arising other than from the language in and authority derived from this Agreement.

20.05 The decision or award of the arbitrator shall be final and binding upon the Participants and the Participants shall do such acts as the arbitration decision or award may require of them. Judgment upon any award rendered by the arbitrators may be entered into any court having jurisdiction and execution issued thereon. This provision shall survive the termination of this Agreement.

20.06 The Participant or Participants demanding arbitration shall pay the costs incurred in connection with such arbitration.

- ARTICLE XXI -

AMENDMENTS

21.01 Any Participant may propose an amendment to this Agreement by filing such proposed amendment with the chairman of the Joint Operating Committee who shall immediately

forward copies thereof to the Participants. Each Participant shall forward his vote to the chairman of the Joint Operating Committee and said vote must be received by the chairman within sixty days after the date of filing.

21.02 In voting on any amendment, each Participant shall have the same number of votes as its representative would have. If a majority of the total authorized votes favor the amendment such amendment will be presented to the Executive Committee of KMEA at their next regular meeting for their consideration. If the amendment is approved by KMEA, such amendment will become effective thirty days after approval but no amendment shall have an effect on transactions agreed upon in writing prior to the effective date of such amendment.

- ARTICLE XXII -

RELATION TO OTHER AGREEMENTS AND OBLIGATIONS

22.01 Each Participant represents that there are no conditions in such Participant's existing agreements, including financing agreements, which will preclude such Participant from performance of all obligations hereunder; and, further, each Participant agrees not to enter into an agreement which will preclude performance hereunder. The failure by any Participant to get approval under any financing agreement for entering into a contract, or amending or terminating any existing agreement, shall not excuse performance hereunder.

22.02 The execution of this Agreement shall not impair, amend or change any previous contracts or agreements, and such contracts and agreements shall continue, including all rates, terms, obligations and conditions until the expiration of such contracts and agreements.

Execution: Separate copies of this Agreement are executed by the Parties with the understanding that, when each of the Parties has executed a copy, its separately executed copy will be joined together with all other similarly executed copies and one conformed master copy of said Agreement shall be prepared, which shall bind all of the Parties to the same extent and purpose as if all of said Parties had joined in the execution of said master copy.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized officer as of the day and year shown below.

KANSAS MUNICIPAL ENERGY AGENCY

By _____

Robert L. Poehling
General Manager

CITY OF Garden City, Kansas

By _____

Title _____

ATTEST:

City Clerk

(SEAL)

EXHIBIT "A"

Energy Management Project Participants as of 1/1/2014

<u>CITY</u>	<u>PARTICIPANT STATUS</u> <u>(Bulk / Service)</u>
<u>Ashland</u> _____, Kansas	Service___ Power
<u>Beloit</u> _____, Kansas	Service___ Power
<u>Hoisington</u> _____, Kansas	Service___ Power
<u>Lincoln Center</u> _____, Kansas	Service___ Power
<u>Osborne</u> _____, Kansas	Service___ Power
<u>Pratt</u> _____, Kansas	Service___ Power
<u>Russell</u> _____, Kansas	Service___ Power
<u>Stockton</u> _____, Kansas	Service___ Power
<u>Washington</u> _____, Kansas	Service___ Power
<u>Sharon Springs</u> _____, Kansas	Service___ Power
<u>Meade</u> _____, Kansas	Service___ Power
<u>Garden City</u> _____, Kansas	Service___ Power

EXHIBIT "B"

CITY OF Garden City

Contracts for capacity and energy required to be listed pursuant to Article V, Section 5.01(a) of the Energy Management Project.

EXHIBIT "C"

Allocation of KMEA Coordination Center Costs

<u>Type Participant</u>	<u>Allocation Method</u>
Bulk Power Participant	KMEA Budget
Service Power Participant	KMEA Budget

EXHIBIT "D"

Reserve Capacity Obligation

The reserve capacity margin obligation shall be 12% of a Participant's peak load.

EXHIBIT "E"

Participants Exempt from Reserve Obligations

None as of January 1, 2006



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: City Commission
Date: November 22, 2013
From: Michelle Stegman, Human Resources Director
RE: Appointments to the Cultural Relations Board

Issue

The Cultural Relations Board has one board position vacant and two terms that expire at the end of 2013.

Background

Garden City resident Dan Le submitted an application to the Cultural Relations Board and wishes to be considered as a new board member. In recent months, Geovannie Goné and Leon Wilkerson were appointed to terms that expire at the end of 2013. Both wish to be reappointed to the board.

Alternatives

1. The Cultural Relations Board requests that the City Commission appoint Dan Le and reappoint Geovannie Goné and Leon Wilkerson for three year terms to begin January 1, 2014.
2. Do not appoint these applicants to the Cultural Relations Board and recommend that the board continue to recruit Garden City residents.

Recommendations

The Cultural Relations Board recommends the City Commission appoint the following Garden City residents to the board:

Dan Le	Vietnamese	Term Expiration	12/31/16
Leon Wilkerson:	African American	Term Expiration	12/31/16
Geovannie Goné	Hispanic	Term Expiration	12/31/16

These applicants are appropriate for the categories required to maintain diversity on the Cultural Relations Board. The current board member list will depict the ethnicity makeup.

Fiscal Note

None

GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME: DAN LE HOME PHONE: 620-271-0678

ADDRESS: 209 St. John # 9 WORK PHONE: _____

E-MAIL ADDRESS: dle@jcschools.com

OCCUPATION (if employed): Translator (in Vietnamese)

PLACE OF EMPLOYMENT: USD 457

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? since 1995 to 2013 (up to date)

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

I would like to pay back what I have got from Garden City during 18 years

OTHER APPLICABLE EXPERIENCE: _____

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

Airport

Lee Richardson Zoo

Alcohol Fund Advisory Board

Parks & Tree

Building Safety Board of Appeals

Planning Commission

Cultural Relations

Police/Citizen (Have been here about 3 years)

Golf

Recreation Commission

Environmental Issues Board

Traffic Committee

Landmarks Commission

Youth Council

Local Housing Authority

Zoning Board of Appeals

RETURN THIS FORM TO:

City Manager's Office - Attn: Celyn
City Administrative Center
P.O. Box 499
Garden City, KS 67846-0499

Greetings

Mr. Le,

You have been invited to apply for the Cultural Relations Bd. We meet once a month to talk about the different ethnic groups in our community. Please complete this

Cultural Relations Board - 2013

Meeting Date: Second Thursday
 Meeting Time: 5:15 PM
 Ord-Res: Resolution
 No: 1569

Name	Address	Employer	Email	Expires	Apptd	Ethnicity	Reappointed	Resigned
C Bolton, Debra	1009 Gillespie Place	K State University Research and Extension	dbolton@ksu.edu	12/31/15	12/18/12	American Indian	Reappointed 12/18/12	
VC Cassellius, Adam	1118 N. 12th St	USD 457	acassellius@gckschools.com	12/31/15	12/18/12	Caucasian		
Palmer, Wendy	1507 Jan St.		amazondorthy@hotmail.com	12/31/14	12/20/11	Caucasian		7/27/2013
Rogers, Mary	2808 Loraine Pl	St. Catherine's	maryrogers@catholichealth.net	12/31/13	5/18/10	Pacific Islander	Reappointed 12/21/10	7/3/2013
Sabandith, Liz	2001 Apache	Tatro Plumbing	liz@tatroplumbing.com	12/31/14	12/20/11	Laotian		
Weber, Verna	1217 Center	Center for Children and Families	vweber@finneycountyhelpdesk.org	12/31/14	12/20/11	Caucasian	2nd Term	
Muturi, Simon	1711 W. Campbell	State of Kansas Department for Children and Families	simon.muturi@dcf.ks.gov	12/31/14	1/15/13	Kenyan	Filled Abdukadir Mohamed's Term	
Ruvalcaba, Rodrigo	310 N. Washington	Farmers Insurance	rruvalcaba@farmersagent.com	12/31/13	3/19/13	Hispanic	Filled Danny Andrade's Term	7/11/2013
Garcia, Diana	1011 W. Cambell	State Farm	diana.garcialf0b@statefarm.com	12/31/13	3/19/13	Hispanic	Filled Muna Ibrahim's Term	6/10/2013
Gone', Geovannie	P.O. Box 1861	United Healthcare Community Plan of KS	geovannie_gone@uhc.com	12/31/13	8/6/13	Hispanic	Filled Diana Garcia's Term.	
Harness, Nancy	904 Theron	USD 457/Alternative High School	donharness@sbcglobal.net	12/31/14	8/6/13	Caucasian	Filled Wendy Palmer's Term	
Wilkerson, Leon	106 Hamline	Sunflower Electric Power Corporation	leone.wilkerson@gmail.com	12/31/13	9/16/13	African American	Filled Rodrigo Ruvalcaba's	

Memo

To: Matt Allen, City Manager
From: John H. Washington
Date: Thursday, November 21, 2013

Subject: Appointment of Board Member

As per policy, the Garden City Recreation Commission Board is submitting the resignation of Holly Chandler and recommends Torre Mohler as her replacement. Torre would “like to serve on the Recreation Commission Board to provide support to our community and strengthen citizen input”.

The current position held by Mrs. Chandler is from February 2011- 2015 and Ms. Mohler will be completing that term.

Thank You!

John H. Washington

GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME: Torre Mohler HOME PHONE: 620-640-5047

ADDRESS: Keole E Johnson WORK PHONE: 620-276-5023

E-MAIL ADDRESS: torre.mohler@commercebank.com

OCCUPATION (if employed): Business Banking Representative

PLACE OF EMPLOYMENT: Commerce Bank

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 24 years

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

My family and myself have always been involved in activities

through the Garden City Rec. Serving on their Commission would give me a chance to not only be more involved with them but also with the community!

OTHER APPLICABLE EXPERIENCE: _____

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

Airport

Lee Richardson Zoo

Alcohol Fund Advisory Board

Parks & Tree

Building Safety Board of Appeals

Planning Commission

Cultural Relations

Police/Citizen

Golf

Recreation Commission

Environmental Issues Board

Traffic Committee

Landmarks Commission

Youth Council

Local Housing Authority

Zoning Board of Appeals

RETURN THIS FORM TO:

City Manager's Office - Attn: Celyn
City Administrative Center
P.O. Box 499
Garden City, KS 67846-0499

Consent Agenda

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, 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.

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, 2014, and end December 31, 2014. 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.

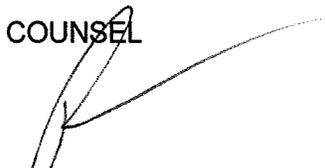
7. INDEPENDENT CONTRACTOR. COUNSEL shall be considered an independent contractor, and not an employee of CITY. COUNSEL acknowledges and agrees that he is an independent contractor, and not an employee of CITY.

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.

By _____
DAN FANKHAUSER, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

COUNSEL


ROBERT J. KENNINGTON 11/28/13

APPROVED AS TO FORM:

RANDALL D. GRISELL
City Counselor



MEMORANDUM

TO: Governing Body

THROUGH: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: November 25, 2013

RE: Schulman Crossing Phase 2 and Old Chicago Conduit Installation

ISSUE:

Bids were solicited on November 14, 2013 for the conduit installation on the Schulman Crossing Phase 2 and Old Chicago projects from five (5) different contractors, all having performed this type of work for the City in the past. On November 25, 2013, 10 am CT, bids were opened from two (2) of the five (5) contractors. Bid sheet review included.

BACKGROUND:

The Electric Division is in the process of constructing an underground primary conduit extension for Schulman Crossing Phase 2 and Old Chicago, along with street lighting conduit installation along Stone Creek Drive and Lareu south of Schulman.

ALTERNATIVES:

Accept the low bid from Dreiling Construction.
Reject all bids and direct staff to re advertise for bids.

RECOMMENDATION:

Staff recommends awarding the bid to Dreiling Construction in the total amount of \$34,171.00.

FISCAL NOTE:

The Electric Department's Distribution budget contains adequate funds to finance the completion of this contract.

Cliff Sonnenberg
Electric Superintendent

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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2013 Underground Schulman Crossing Phase 2 & Old Chicago Totals

Engineers Estimate	Linear per Foot Cost	# OF UNITS REQUIRED	TOTAL COST
Schulman Crossing Phase 2 Conduit	\$15.00	2764	\$41,460.00
Schulman Crossing Phase 2 Vault	XXXXXX XXXXXX XXXXXX XXXXXX	1	\$700.00
Old Chicago Conduit	\$15.00	1639	\$24,585.00
Old Chicago Pull Box	XXXXXX XXXXXX XXXXXX	1	\$950.00
Total Bid			\$67,695.00
Schulman Crossing Conduit	Linear per Foot Cost	# OF UNITS REQUIRED	TOTAL COST
Dick Construction	\$12.20	2764	\$33,720.80
Speer Construction	No Bid	2764	No Bid
Lee Construction	No Bid	2764	No Bid
Dreiling Construction	\$9.00	2764	\$24,876.00
Underground Specialists	No Bid	2764	No Bid

Schulman Crossing Vault	Vault Cost	# OF UNITS REQUIRED	TOTAL COST
Dick Construction	\$1,100.00	1	\$1,100.00
Speer Construction	No Bid	1	No Bid
Lee Construction	No Bid	1	No Bid
Dreiling Construction	\$500.00	1	\$500.00
Underground Specialists	No Bid	1	No Bid
Old Chicago Conduit	Linear per Foot Cost	# OF UNITS REQUIRED	TOTAL COST
Dick Construction	\$12.20	1639	\$19,995.80
Speer Construction	No Bid	1639	No Bid
Lee Construction	No Bid	1639	No Bid
Dreiling Construction	\$5.00	1639	\$8,195.00
Underground Specialists	No Bid	1639	No Bid

Old Chicago Pull box	Pull Box Cost	# OF UNITS REQUIRED	TOTAL COST
Dick Construction	\$1,250.00	1	\$1,250.00
Speer Construction	No Bid	1	No Bid
Lee Construction	No Bid	1	No Bid
Dreiling Construction	\$600.00	1	\$600.00
Underground Specialists	No Bid	1	No Bid

Totals	Totals
Dick Construction	\$56,066.60
Speer Construction	No Bid
Lee Construction	No Bid
Dreiling Construction	\$34,171.00
Underground Specialists	No Bid

Other Entities Minutes



Cultural Relations Board Agenda

November 14, 2013

5:15 pm

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City of Garden City Administrative Center 2nd Floor Meeting Room

- I. Call Meeting to Order
- II. New Board Member Introductions and CRB Overview—Leon Wilkerson
- III. Approval of September 2013 minutes
- IV. Old Business
 - A. Review of CRB Application – Dan Le, USD 457 Translator
 - B. Board Term expirations 12/31/13 – Leon Wilkerson and Geovannie Gone'
 - C. Recap of Diversity Dinner and Multi-Cultural Summit
 - D. Jessica Fabin – Request for funding to study abroad
- V. New Business
- VI. Monthly Financial Report
- VII. Adjournment



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**City of Garden City
Cultural Relations Board Meeting Minutes
September 12, 2013
5:15 pm**

Present: Chairperson Dr. Debra Bolton, Nancy Harness, Simon Muturi, Geovannie Goné, Verna Weber, Nancy Harness

Absent: Vice-Chair Adam Cassellius

Staff: Michelle Stegman

Guest: None

I. Call the Meeting to Order

Chairperson Dr. Debra Bolton called the meeting to order at 5:20 pm.

II. Guest Presentations

Geovannie Goné

New board member Geovannie Goned' was introduced to the Cultural Relations Board.

Jennifer Ng and Dr. Don Stull– University of Kansas

Chairperson Dr. Debra Bolton introduced Jennifer and Don who are in Garden City this semester conducting a study on diversity in the USD457 school district.

Abdirashid Mohamed and Diriye Mohamud – Somali community members

The gentleman attended the meeting to request direction on how to find resources to volunteer to assist community members from all ethnic groups with education and life development. Board members gave them contact information.

Jessica Fabin – Garden City High School student

Jessica requested funds from the CRB to assist for her trip to study abroad in Africa. She reported she is in the process of fund raising through bake sales etc. The board will consider this request at the next meeting.

III. Approval of Minutes

Chairperson Debra Bolton asked for a motion to approve the August 2013 minutes. It was recommended to correct the spelling of Geovannie's name in the minutes. Nancy Harness motioned first with a second from Verna Weber. The minutes were approved by the board.

IV. Old Business

A. Recruitment of Cultural Relations Board Members.

Liaison Michelle Stegman encourage everyone present to assist with the recruitment of board members.



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B. Review of CRB Application – Leon Wilkerson

The board reviewed Leon Wilkerson’s board application. Verna made the motion to recommend appointment to the CRB with a second from Nancy. The motion was approved by the board.

C. Multi-Cultural Summit Update

Michelle, Debra and Verna gave the board an update on the summit. Nancy shared that she will coordinate the display of Adam Reynolds’ photos during the coffee at the Art Center on Main.

D. Diversity Dinner

Michelle provided an update on Diversity Dinner planning and table decorations. Since the board would not meet in October she ask for volunteer to assist with decorating the Clarion.

E. Fiesta Parade – September 14th

Michelle reminded the board that they agreed to participate in the Fiesta Parade. She had made arrangements to borrow a truck from Western Motors. All board members interested in participating in the parade should meet at the Fairgrounds at 9:30 am on the 14th.

V. New Business

VI. Financial Report

The board reviewed the monthly financial report.

VII. Adjournment

Meeting adjourned at 6:45 pm.

Garden City Police Department
Police Citizens' Advisory Board Meeting
November 19, 2013

Present: Sergeant David Wheet; Connie Bonwell; Dan Le; Alicia Weber; Brandon Neeb; Lupe Carrasco, Administrative Assistant.

Not Present: Chief James R. Hawkins.

The meeting convened at 1730.

Sergeant David Wheet welcomed Brandon Neeb as the newest member of the board, representing the schools.

Sergeant David Wheet led the review of the monthly activity reports.

Sergeant David Wheet reminded board members of the upcoming Police Citizens' Academy set to start on January 18.

Sergeant David Wheet answered a question about the Spay/Neuter clinic article in the Garden City Telegram.

Sergeant David Wheet notified PCAB members of Pastor John Elder's upcoming retirement and advised them of his much appreciated efforts as a PCAB member and Chaplain for the Garden City Police Department.

The meeting adjourned at 1830.