

AGENDA
CITY COMMISSION MEETING
Tuesday, December 2, 2014
11:00 A.M. (time change)

- 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)
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**

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

For 30 years of service:

Allen Shelton	Chief	Fire
Bob Zundt	Equipment Operator I	Street
Mike Utz	Captain	Police

For 20 years of service:

Curtis Schlereth	Driver	Solid Waste
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For 10 years of service:

Toby Witthuhn	Superintendent	Golf
Clint Brock	Detective	Police
Oscar Flores	Master Patrol Officer	Police
Lester Ummel	Equipment Operator II	Street
James Daily	Firefighter II	Fire
Derk Rojas	Laborer I	Cemetery
Wesley Brungardt	Evidence Technician	Police
Ryan Hahn	Food & Beverage Manager	Golf
Kenny Becker	Equipment Operator II	Street
Kaleb Kentner	Director	Community Development
Bill Matheson	Superintendent	Street
Peter Ramirez	Judge	Municipal Court

Brett Harman
Donna Wohler
Jon Irsik

Service Installer
Administrative Assistant
Firefighter II

Electric
Zoo
Fire

- B. The City Commission and City Manager Allen would like to take this opportunity to recognize an employee receiving the Distinguished Service Award.
- C. 1:30 p.m. - Continuation of a hearing regarding a nuisance violation at 2509 N. Taylor Avenue which began at the November 4, 2014 City Commission meeting.

VII. REPORT OF THE CITY MANAGER.

- A. The City has received correspondence from Cox Communication regarding channel line-up changes.
- B. Staff has provided items of information for Governing Body review: from Finance Director Hitz the monthly sales tax report.
- C. Meetings of note:

- ✓ December 1, 2014 – 2014 Annual Finney County Historical Society Commissioner Chili Luncheon, 12:00 p.m. at Finney County Historical Museum
- ✓ December 6, 2014 – Garden City Recreation Commission’s Christmas Fun Day at the GCRC Activity Center from 1:00 p.m. – 5:00 p.m.
- ✓ December 7, 2014 – Evening Christmas Parade at 6:00 p.m.
- ✓ December 12, 2014 – Mayor’s Christmas Dinner at The Golf Club at Southwind at 6:30 p.m.
- ✓ December 13, 2014 – Tails in Tinseltown at the Finnup Center for Conservation Education from 9:00 a.m. – noon
- ✓ December 13, 2014 – TubaChristmas Concert on Grant Avenue at 3:00 p.m.
- ✓ January 3, 2015 – Pre- Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- ✓ January 26, 2015 – Southwest Kansas Chambers of Commerce, “SW Kansas Night Out in Topeka”, from 5:30 -7:30 p.m.
- ✓ February 2, 2015 – Dinner with LiveWell Team and Mark Fenton from 6:00 p.m. – 7:30 p.m. location TBA
- ✓ February 3, 2015 – LiveWell Healthy Community Design Summit at the Clarion Inn, time TBA.
- ✓ February 21, 2015 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2377-2014A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. Ordinance No. _____ - 2014, an ordinance amending Article 5, Section 23 and Article 19, Section 200 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2014, which was adopted and incorporated by Ordinance No. 2665-2014 of the City of Garden City, Kansas.

- B. Resolution No. _____ - 2014, 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 (201 E. Laurel Street – white 4-door car and grey 4-door car).

X. OLD BUSINESS.

- A. 2:00 p.m. - Public Hearing for 1904 Crestway Drive at which the owner, owner's agent, any lienholder of record and any occupant of the structure may appear and show cause why the structure should not be condemned and ordered repaired, or demolished and removed, pursuant to Section 18-80 ET SEQ. of the Code Of Ordinances of the City of Garden City, Kansas.

XI. NEW BUSINESS.

- A. Governing Body review and consideration of bids received for 2015 Property and Liability insurance coverage.
- B. The Governing Body is asked to authorize a Public Hearing on December 16, 2014 at 2:00 p.m. for the amendment to these listed funds in the 2014 Budget: DEA Forfeiture, Finnup Trust, 12-6a13 Revolving and Special Rec & Parks.
- C. Governing Body consideration of settlement agreements reducing the local access service charge from Wheatland Electric Cooperative from \$2.39 per kW-month to \$1.30 per kW-month and approving the operations agreement of the Jameson Energy Center.
- D. Governing Body consideration and approval of the 2015 City of Garden City Legislative Policy documents.
- E. Governing Body consideration and approval of the 2015 Southwest Kansas Coalition (SKC) Legislative Policy documents.
- F. Advisory Board Recommendations:
 - 1. Landmarks Commission – 2 appointments
 - 2. Planning Commission – 1 appointment
 - 3. Garden City Board of Zoning Appeals – 1 appointment
 - 4. Building Safety Board of Appeals – 1 appointment
 - 5. Garden City Recreation Commission – 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 an Indigent Defense Agreement authorizing the City of Garden City, Kansas to retain Bors Law, P.A. law firm, licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City.
3. Governing Body consideration and acceptance of an Indigent Defense Agreement authorizing the City of Garden City, Kansas to retain Stephen Cott, 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.
4. Governing Body consideration and approval of bids received November 21, 2014 for one (1) new, 2015 4-door sedan vehicle to be purchased for use by the Electric Utilities Division.
5. Governing Body consideration and approval of quotes received for lease agreements for three vehicles in the Community Development Department.
6. Quit Claim Deed from heir of Phyllis L. Corrigan transferring Space 5, Lot 750, Brookover Addition of Valley View Cemetery to Troy and/or Bonnie Corrigan.

7. Licenses:

(2014 New)

- a) Joseph P. Varley Construction, Inc. Class A General
- b) Brungardt Construction.....Class C General

(2015 Renewal)

- c) Walgreens #07972..... Cereal Malt Beverage
- d) Dillons #60 Cereal Malt Beverage
- e) Dillons #5 Cereal Malt Beverage
- f) Mariscos Puerto Nuevo Cereal Malt Beverage
- g) JAG Construction, Co. Class A General
- h) Roc Service Company, LLC Class A General
- i) Creative Interiors..... Class B General
- j) Ed Barb Construction..... Class B General
- k) Energy Guard Midwest, LLC..... Class B General
- l) Germann Homes..... Class B General
- m) Smart Construction, LLC Class B General
- n) Travers Construction, Inc..... Class B General
- o) Wards Garden Center, Inc..... Class B General
- p) Hemmert Electric, Inc Class D-E Electrical
- q) Roger W. Unruh Class D-E Electrical
- r) Spike's Electric..... Class D-E Electrical
- s) Wheatland Electric Coop, Inc Class D-E Electrical
- t) Wards Garden Center, Inc..... Class E-B Backflow Device Tester
- u) Knipp Equipment, Inc, DBA Kansas Trane Class D-M Mechanical
- v) Brick Block Works..... Class E-SOC Specialized Other
- w) Green Shoes Lawn Care. Class E-SOC Specialized Other
- x) Pro-Cut Tree Service, Inc Class E-SOC Specialized Other
- y) Spencer Contracting, Inc Class E-SOC Specialized Other
- z) Wards Garden Center, Inc..... Class E-SOC Specialized Other
- aa) Wehkamp Excavating, Inc Class E-SOC Specialized Other
- bb) Westhusing's 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. Commissioner Fankhauser

B. Commissioner Law

C. Mayor Cessna

D. Commissioner Dale

E. Commissioner Doll

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
November 18, 2014

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 18, 2014 with all members present. Commissioner Doll opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Commissioner Fankhauser moved to approve a request from Cole Wasinger, Golf Professional to allow alcoholic liquor to be served and consumed at Buffalo Dunes Golf Course Clubhouse, December 12, 2014 starting at 4:00 p.m., pursuant to Code Section 6-133. 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 Fankhauser moved to approve a request from Ms. Bonnie Bribiesca, Graphics Stitching Unlimited, to be recognized as a “Local Business” on the application for an Itinerant Merchant license at 201 W. Kansas Avenue. 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

The Kansas Department of Transportation informed the City that our Safe Routes to School project application was not selected for funding.

The Kansas Housing Resources Corporation (KHRC) notified the City that none of the three applications for a Fall 2014 Moderate Income Housing Grant were funded. Staff will follow up with the KHRC on behalf of the applicants to identify the strengths and weaknesses of the proposals in order to assist developers with more competitive applications in the future.

Steven Quakenbush, Executive Director for the Finney County Historical Society provided a written update and thank the Cemetery and City of Garden City for the partnership in the first series of historic walking tours at Valley View Cemetery.

Staff provided several items of information for Governing Body review including the following: from Director of Aviation Powell the monthly enplanement report, from Community Development Director Kentner the monthly building and code enforcement reports, from City Engineer Cottrell a construction status update, from Fire Chief Shelton the monthly activity report, from Police Chief Hawkins the monthly activity report, from Finance Director the monthly financials, from Public Works Director Curran the projects update and transportation report and from Zoo Director Newland the monthly activity report.

Meetings of note:

- ✓ November 20, 2014 – Crystal Apple Teacher Recognition banquet at the Clarion Inn at 6:00 p.m.
- ✓ December 1, 2014 – 2014 Annual Finney County Historical Society Commissioner Chili Luncheon, 12:00 p.m. at Finney County Historical Museum
- ✓ December 6, 2014 – Pre- Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- ✓ December 6, 2014 – Garden City Recreation Commission’s Christmas Fun Day at the GCRC Activity Center from 1:00 p.m. – 5:00 p.m.
- ✓ December 7, 2014 – Evening Christmas Parade at 6:00 p.m.

- ✓ December 12, 2014 – Mayor’s Christmas Dinner at The Golf Club at Southwind at 6:30 p.m.
- ✓ December 13, 2014 – TubaChristmas Concert on Grant Avenue at 3:00 p.m.
- ✓ January 26, 2015 – Southwest Kansas Chambers of Commerce, “SW Kansas Night Out in Topeka”, from 5:30 -7:30 p.m.
- ✓ February 21, 2014 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.

Appropriation Ordinance No. 2376-2014A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,344,748.85,” was read and considered section by section. Commissioner Doll moved to approve and pass Appropriation Ordinance No. 2376-2014A. Commissioner Fankhauser 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

Resolution No. 2610-2014, “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 (1209 Hattie Street – miscellaneous items),” was read and considered section by section. Commissioner Law moved to approve Resolution No. 2610-2014. 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

Utility staff requested an amendment to the Development Agreement that is part of the RHID Development Plan for Chappel Heights, Phase I.

Commissioner Fankhauser moved to approve the amended Development Agreement for Chappel Heights, Phase I. 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

Commissioner Doll moved to approve the following:

1. Governing Body consideration and approval of a Memorandum of Understanding between the City of Garden City, Kansas and Sand & Sage Rifle and Pistol Club, Inc.
2. Quit Claim Deed from heir of Charles L. Ladner transferring Spaces 2, 3, 4 and 5, Lot 437, Zone B of Valley View Cemetery to City of Garden City, Kansas.
3. Licenses:

(2014 New)

- a) ALT, Inc Class A General

(2015 Renewal)

- b) Presto #1601 Cereal Malt Beverage
- c) Presto #1604 Cereal Malt Beverage
- d) Presto #1620 Cereal Malt Beverage
- e) Kwik Shop #701 Cereal Malt Beverage
- f) Cleary Building Corp Class A General
- g) Continental Siding Supply, Inc. Class A General

- h) Dick Construction, Inc. Class A General
- i) Habco, Inc. Class A General
- j) Mark Davis Construction Class A General
- k) Panhandle Steel Erectors, Inc. Class A General
- l) Bob’s Handyman Service Class B General
- m) Garden City Roofing and Insulation, Inc. Class B General
- n) Rick S. Walz Class B General
- o) TD Construction Class B General
- p) Tim Routon Construction Class B General
- q) Interstates Construction Services, Inc. Class D-E Electrical
- r) Sign Source, LLC Class D-SI Sign
- s) Bounnhang Phisanoukan Class E-L Landlord
- t) Cliff’s Lawn Sprinkler Service Class E-SOC Specialized Other
- u) Dig America Utility Contracting, Inc. Class E-SOC Specialized Other
- v) MJT Construction Class E-SOC Specialized Other
- w) Pro-Cut Tree Service, Inc. Class E-SOC Specialized Other
- x) Rob Preston Class E-SOC Specialized Other
- y) Stareck Construction Class E-SOC Specialized Other

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

Commissioner Law moved that the City Commission go into executive session pursuant to K.S.A. 75-4319(b)(2) for 45 minutes for the purpose of consultation with City legal counsel on matters which are privileged in the attorney/client relationship which if discussed in open session would waive that privilege and that the City Commission reconvene into open session in the City Commission Chambers at 2:10 p.m. with City Attorney Grisell, City Manager Allen, Public Utilities Director Muirhead present and Gregg Ottinger, legal counsel, by phone. 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

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

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

Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Doll had no comments.

Commissioner Fankhauser wished everyone a Happy Thanksgiving. Commissioner Fankhauser asked staff about the water main break at the intersection of Fleming

Street and Spruce Street. Water Resource Manager Jones stated the water main break was due to aging infrastructure.

Commissioner Law wished everyone a Happy Thanksgiving.

Mayor Cessna thanked the Street crews for clearing and maintaining the main streets after the first snow. Mayor Cessna wished everyone a Happy Thanksgiving.

Commissioner Dale wished everyone a Happy Thanksgiving. Commissioner Dale commented that he has heard nothing but great comments about the historical tours at the cemetery and thanked Cemetery Sexton Stevenson for his part in the tours.

Petitions

Report of the City Manager



901 S. George Washington Blvd.
Wichita, KS 67211
www.cox.com

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

November 17, 2014

Dear Mr. Allen,

The following channel changes will occur on Wednesday, Dec. 17 for Cox Communications and Cox Business customers:

- Ion Television will launch on channel 37 and on channel 2037 in HD and a subscription to Cox TV Essential and a digital receiver will be required to view this channel.
- Centroeamerica TV will launch on channel 328 and a subscription to Cox Advanced TV Latino Pak and a digital receiver is required to view this channel.
- Encore en Espanol will launch on channel 91 and a subscription to Cox TV Essential and a digital receiver is required to view this channel.
- FOROTv will launch on channel 299 and a subscription to Cox Advanced TV Latino Pak and a digital receiver is required to view this channel.
- Fox Life will launch on channel 334 and a subscription to Cox Advanced TV Latino Pak and a digital receiver is required to view this channel.
- Sundance TV HD will launch on channel 2202 and a subscription to Cox Advanced TV Movie Pak and a HD receiver is required to view this channel.
- Sportsman Channel HD will launch on channel 2252 and a subscription to Contour Cox Advanced TV Sports and Information Pak and a HD receiver is required to view this channel.
- Longhorn Network on channel 272 will move to channel 285 and a new subscription to Cox Advanced TV Sports Pak 2 and a digital receiver is required to continue to view this channel.
- Longhorn Network HD will launch on channel 2285 and a subscription to Contour Cox Advanced TV Sports Pak 2 a HD receiver is required to view this channel.
- Discovery Channel Fit & Health on channel 251 will move to channel 104 and a new subscription to Cox Advanced TV Bonus Pak and a digital receiver is required to continue to view this channel.
- Discovery Family Channel HD on channel 2100 will require a new subscription to Cox Advanced TV Bonus Pak and a HD receiver is required to view this channel.

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.

Sincerely,

Coleen Jennison
Government Affairs Director
Cox Communications Central Region



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, KS 67211
 www.cox.com

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

November 19, 2014

Dear Mr. Allen,

As you know, Cox is required to obtain permission from local broadcast stations and cable networks to provide their signals on our video channel lineup. Our company is in discussions to renew agreements with the following programmers and broadcasters:

Station	SD Channel	HD Channel
KUPK (ABC)	13	2013
KUPK (MeTV)	669	N/A
KGPT (Azteca)	312	N/A
Bravo	61	2061
CNBC	53	2053
msnbc	24	2024
Syfy	50	2050
USA Network	28	2028
MUN 2	304	N/A
Chiller	241	N/A
Oxygen	228	N/A
CBS Sports Network	260	2260
nuvoTV	215/300	N/A

Should we be unable to reach equitable terms for a new agreement by their expiration dates, these networks have the right to require Cox to remove their programming from our lineup.

We continue to actively negotiate with these networks and are working toward renewing our agreements without any disruption of service to our customers. We are meeting our customer notification obligation through an ad in the local newspaper.

We will keep you updated with any new information. Please feel free to contact me at (785) 215-7620 should you have any questions.

Sincerely,

Coleen Jennison
 Government Affairs Director
 Cox Communications Central Region



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

Staff Reports

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

MONTH RECEIVED	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
JANUARY	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	207,262
FEBRUARY	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	244,277
MARCH	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	200,357
APRIL	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	202,588
MAY	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	225,522
JUNE	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	227,284
JULY	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	232,796
AUGUST	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 *	223,986
SEPTEMBER	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	304,118
OCTOBER	* 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	313,005
NOVEMBER	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	304,259
DECEMBER	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	236,524	
TOTAL RECEIPTS	<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>2,552,763</u>	<u>2,685,454</u>
PERCENTAGE CHANGE	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%	7.94%	

* REFLECTS HERE & THEREAFTER THE NET AMOUNT OF COUNTY-WIDE SALES TAX.
CITY REIMBURSES TO COUNTY THE DEDICATED 1/4 CENT FOR LEC PROJECT THROUGH
AUGUST 2014 RECEIPTS. FINALED AUGUST 2014.

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
JANUARY	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	480,712
FEBRUARY	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	575,307
MARCH	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	469,435
APRIL	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	468,167
MAY	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	528,216
JUNE	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	526,978
JULY	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	540,941
AUGUST	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	526,281
SEPTEMBER	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	509,837
OCTOBER	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	516,778
NOVEMBER	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	496,772
DECEMBER	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	501,046	
TOTAL RECEIPTS	<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>5,867,556</u>	<u>5,639,424</u>
PERCENTAGE CHANGE	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%	6.17%	

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions

ORDINANCE NO. _____ -2014

AN ORDINANCE AMENDING ARTICLE 5, SECTION 23 AND ARTICLE 19, SECTION 200 OF THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, EDITION OF 2014, WHICH WAS ADOPTED AND INCORPORATED BY ORDINANCE NO. 2665-2014 OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. Article 5, Section 23 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2014, which was incorporated by Ordinance No. 2665-2014, is amended to read as follows:

Sec. 23. Accident Involving Death or Personal Injuries; Penalties.

- (a) The driver of any vehicle involved in an accident resulting in injury to, great bodily harm to or death of any person or damage to any attended vehicle or property shall immediately stop such vehicle at the scene of such accident, or as close thereto as possible, but shall then immediately return to and in every event shall remain at the scene of the accident until the driver has fulfilled the requirements of Section 25.
- (b) A person who violates subsection (a) when an accident results in:
 - (1) Total property damages of less than \$1,000 shall be punished as provided in Section 201.
 - (2) Injury to any person or total property damages in excess of \$1,000 or more shall be punished by imprisonment for not more than one year or by a fine of not more than \$2,500, or by both such fine and imprisonment.
- (c) The driver shall comply with the provisions of section 26.1.
(K.S.A. Supp. 8-1602)

SECTION 2. Article 19, Section 200 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2014, which was incorporated by Ordinance No. 2665-2014, is amended to read as follows:

Sec. 200. Motor Vehicle Liability Insurance.

- (a) Every owner shall provide motor vehicle liability insurance coverage in accordance with the provisions of the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, *et seq.*, for every motor vehicle owned by such person, unless such motor vehicle: (1) Is included under an approved self-insurance plan as provided in K.S.A. 40-3104(f); (2) is used as a driver training motor vehicle, as defined in K.S.A. 72-5015, and amendments thereto, in an approved driver training course by a school district or an accredited nonpublic school under an agreement with a motor vehicle dealer, and such motor vehicle liability insurance coverage is provided by the school district or accredited nonpublic school; (3) is included under a qualified plan of self-insurance approved by an agency of the state in which such motor vehicle is registered and the form prescribed in subsection (b) of K.S.A. 40-3106, and amendments thereto, has been filed; or (4) is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (b) An owner of an uninsured motor vehicle shall not permit the operation thereof upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (c) No person shall knowingly drive an uninsured motor vehicle upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.

- (d) (1) Any person operating a motor vehicle upon a highway or upon property open to use by the public shall display, upon demand, evidence of financial security to a law enforcement officer. Such evidence of financial security which meets the requirements of subsection (e) may be displayed on a cellular phone or any other type of portable electronic device. The law enforcement officer to whom such evidence of financial security is displayed shall view only such evidence of financial responsibility. Such law enforcement officer shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. The law enforcement officer shall issue a citation to any person who fails to display evidence of financial security upon such demand. The law enforcement officer shall transmit a copy of the insurance verification form prescribed by the secretary of revenue with the copy of the citation transmitted to court.
- (2) No citation shall be issued to any person for failure to provide proof of financial security when evidence of financial security meeting the standards of subsection (e) is displayed upon demand of a law enforcement officer. Whenever the authenticity of such evidence is questionable, the law enforcement officer may initiate the preparation of the insurance verification form prescribed by the secretary of revenue by recording information from the evidence of financial security displayed. The officer shall immediately forward the form to the department of revenue, and the department shall proceed with verification in the manner prescribed in the following paragraph. Upon return of a form indicating that insurance was not in force on the date indicated on the form, the department shall immediately forward a copy of the form to the law enforcement officer initiating preparation of the form.
- (e) Unless the insurance company subsequently submits an insurance verification form indicating that insurance was not in force, no person charged with violating subsections (b), (c) or (d) shall be convicted if such person produces in court, within 10 days of the date of arrest or of issuance of the citation, evidence of financial security for the motor vehicle operated, which was valid at the time of arrest or of issuance of the citation. Such evidence of financial security may be produced by displaying such information on a cellular phone or any other type of portable electronic device. Any person to whom such evidence of financial security is displayed on a cellular phone or any other type of portable electronic device shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. For the purpose of this subsection, evidence of financial security shall be provided by a policy of motor vehicle liability insurance, an identification card or certificate of insurance issued to the policyholder by the insurer which provides the name of the insurer, the policy number, make and year of the vehicle, and the effective and expiration dates of the policy, or a certificate of self-insurance signed by the commissioner of insurance.
- (f) Any person violating any provision of this section shall be guilty of a violation of this ordinance and subject to a fine of not less than \$300 nor more than \$1,000 or by imprisonment for a term of not more than six months, or both such fine and imprisonment, except that any person convicted of violating any provision of this section within three years of any such prior conviction shall be guilty of a violation of this ordinance and subject to a fine of not less than \$800 nor more than \$2,500 or by imprisonment for a term not to exceed one year, or both such fine and imprisonment. (K.S.A. Supp. 40-3104)

SECTION 3. That Article 5, Section 23 and Article 19, Section 200 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2014, which were adopted and incorporated by Ordinance No. 2665-2014 of the City of Garden City, Kansas, as previously existing and amended, be and the same are hereby repealed, to be replaced as specified in this ordinance, and all sections of Ordinance No. 2665-2014 not specifically amended or revised herein shall remain in full force and effect.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 2nd day of December, 2014.

ROY CESSNA, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Attorney

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:

201 E. Laurel Street- Inoperable and/or unregistered vehicle-White 4door car & grey 4 door car

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 2nd day of December, 2014.

Roy Cessna, **MAYOR**

ATTEST:

Celyn N. Hurtado, CITY CLERK



Old Business



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: November 26, 2014
Re: 1904 Crestway Drive-Unsafe Structure Order

Issue: 1904 Crestway Drive, Unsafe Structure

Background:

The house at 1904 Crestway Drive was severely damaged as a result of a fire. A violation notice dated October 6, 2014 was sent to the property owner of record. A follow-up inspection was done on October 20, 2014, per the violation notice. The follow-up inspection revealed nothing had been done to the property and no efforts had been made by the owner to repair or demolish the structure.

On November 4, 2014, the City Commission approved a resolution fixing a time and place at which the owner of record and any occupant of the structure may appear and show cause why the structure should not be condemned, ordered repaired or demolished and removed.

Alternatives:

1. Allow property to remain in existing condition.
2. Approve Unsafe Structure Order to begin the process of cleanup and repair or, demolition and removal of the unsafe structure(s).

Recommendation: Staff recommends approval of the Unsafe Structure Order and allow the property owner the time stated in the order to repair or demolish the structure. A follow-up inspection will be scheduled after the sixty (60) days allowed in the Unsafe Structure Order to verify status of property. If property remains in the same condition, the City will then proceed with the demolition and removal process.

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

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

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

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

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

ORDER

Unsafe, Unfit or Dangerous Structure

Code of Ordinances Section 18-80 et seq.

Location of Real Property: The West Half (W/2) of Block Two, and the West Half (W/2) of Block Three in J H Mai Subdivision, City of Garden City, Kansas; 1904 Crestway Drive

NOW ON this 2nd day of December, 2014, the matter of the condition of a structure located at JH Mai Subdivision Lot 18 to the City of Garden City, Kansas; 1904 Crestway Drive, comes on for hearing. After hearing evidence on the condition of the structure on November 4, 2014, the Governing Body of the City of Garden City, Kansas (City) finds the following:

1. The structure is unsafe, unfit, or dangerous for human use or habitation. The structure, as a result of dilapidation, deterioration, or disrepair would be injurious to the health, safety, or welfare of an individual if the structure were inhabited, and/or it is otherwise unsafe, unsanitary, or otherwise injurious to adjoining property, neighborhoods, or the general welfare of the City.

2. The structure has the following, but not limited to, areas of dilapidation, deterioration, or disrepair:

- a. Roof damaged beyond repair
- b. Burned trusses
- c. Interior walls and floor covered in animal feces and debris from fire
- d. Dilapidated carport
- e. Damaged electrical with exposed wiring

3. The owner of the structure, Bank of America N.A., and any and all other individuals claiming an ownership interest in the structure, are hereby ordered as follows:

- a. Commence repair or demolition and removal of the structure within 30 days (January 1, 2015) of December 2, 2014; and
- b. Complete repair or demolition and removal of the structure within 60 days (January 31, 2015) of December 2, 2014.

Complete or completion of repair or demolition and removal in this order shall mean material and substantial completion of the plans of a contractor for repair or demolition and removal of the structure as per Section 18-27 of the Code of Ordinances, and if the structure is repaired by the owner, in a condition allowing for issue of a Certificate of Occupancy by the City.

4. Should the owner of the structure not timely commence and complete repair or demolition and removal of the structure, pursuant to Code Sections 18-82A and 18-84C, the City shall cause the structure to be demolished and removed with assessment of costs as provided by Code Section 18-86A.

5. This order shall be published, with a copy mailed to the owner, agents, lienholders of records, and occupants as provided by Code Section 18-84C.

IT IS SO ORDERED.

Date

Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk



New Business



MEMORANDUM

TO: Mayor & City Commission
FROM: City Clerk Celyn Hurtado
DATE: 11-26-14
RE: 2015 Property & Liability Insurance Renewal

CITY COMMISSION

ROY CESSNA,
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

CITY ADMINISTRATIVE
CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

ISSUE

Staff requests Governing Body consideration and approval of the 2015 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 12-31-2014. The City retained the use of an independent third party insurance consultant, Charlesworth & Associates, L.C. to prepare a proposal and analyze the proposals received. Staff recommends accepting the Travelers insurance package as proposed by Rutter / Cline Associates, Inc. The package premium, including all applicable commissions, for the recommended program is \$288,639.00. The analysis of the two proposals is attached.

ALTERNATIVES

1. Approve the 2015 Property & Liability Insurance renewal as outlined in the Charlesworth memo attached.
2. Modify the 2015 Property & Liability Insurance renewal.
3. Do not approve the 2015 Property & Liability Insurance renewal.

RECOMMENDATION

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

FISCAL

The change in premium reflects a 9.2% increase above the 2014 insurance premium. The total 2015 premium is \$288,639. The 2014 premium was \$272,275.



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 21, 2014

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

Re: **Property & Liability Insurance**
December 31, 2014

Dear Mr. Allen:

The following is offered as an overview of the property and liability insurance marketing project. Our firm was retained by the City to assist in the preparation of proposal specifications, management of the underwriting process, reviewing the proposals and preparing a comprehensive spreadsheet comparing coverages, conditions and premiums.

Background

Insurance representatives were invited to respond to a public notice regarding the City's intent to seek competitive property and liability insurance proposals. Those who responded were provided a copy of the Request for Proposal and asked to complete an insurance agent pre-qualification questionnaire. This process allowed the City to manage the number of participants and to assure that the participants had the necessary resources to fulfill the City's service requirements.

Three organizations had expressed interest in the City's insurance business, but only two responded to the questionnaire. This included the incumbent agency (Rutter/Cline/Associates) and Arthur J. Gallagher. Each participant was assigned exclusive use of requested insurance markets and provided proposal specifications including photographs, schedules and requested coverage conditions. All communication was managed by our office as participants were specifically instructed not to contact the City.

Proposals were due at City Hall by noon on November 13, 2014. Both agencies offered a package program for City consideration.

Analysis / Summary

The City received complete proposals from Travelers Insurance (Rutter Cline Associates, Inc.) and State National Insurance (Arthur J. Gallagher). Both programs include protection designed to respond to reasonably foreseeable events or exposures.

State National/Gallagher offered the lowest total premium. This program provides some excellent coverage features. However, the property insurance includes a wind/hail deductible equal to 2% of the effected building value (\$10,000 per occurrence for all other perils). As an example, if there was a wind/hail loss at City Hall, the applicable deductible would be nearly \$63,000. If multiple locations were damaged, the total deductible could easily exceed \$100,000. For a city-wide wind/hail event, the deductible could exceed \$500,000.

Travelers Insurance Company has proposed a total premium that is 5.4% (\$14,700) higher than State National. The two programs are similar in terms and conditions; however, the Travelers property deductible is \$5,000 per occurrence (\$50,000 wind/hail). For an additional premium of \$7,500 the wind/hail property deductible can be reduced from \$50,000 to \$25,000. It should also be noted that both proposals include cyber liability protection which is an enhancement to the current program.

Based on the above and the value of a continued relationship with an insurance partner and excellent local agency representation, it is our recommendation that the City give consideration to accepting the Travelers insurance package as proposed by Rutter Cline Associates, Inc. The package premium, including all applicable commissions for the recommended program is \$288,639. As noted above, the wind/hail deductible can be reduced from \$50,000 to \$25,000 for an additional premium of \$7,500.

History

The City first retained the services of our firm in 2002 in preparation for competitively marketing the 12/31/2002 - 03 insurance program. We have had the privilege of working with the City every year since that time. Competitive proposals were requested in 12/31/2005, 12/31/2008, 12/31/2011 and again this year based on a 3-year marketing schedule. As you can see from the following premium history, this process has helped the city stabilize insurance costs and maintain premiums at competitive rates.

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%)
12/31/2014 - 2015	Marketing:	\$288,639	(+6%)

Mr. Allen, we have appreciated and enjoyed the opportunity to assist the City with this project. Please feel free to contact our office if you or the Commission has any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "James Charlesworth", written over a light gray rectangular background.

James Charlesworth, ARM

JC/cs
Encl.

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2014 to DECEMBER 31, 2015

AGENCY:
INSURER & BEST RATING:

Rutter Cline Associates, Inc.
Travelers Insurance A+:XV

Arthur J. Gallagher
State National Insurance, Chubb & Hanover

PREMIUM SUMMARY

PROPERTY:	\$ 87,120	\$ 19,281
EARTHQUAKE / FLOOD:	Included	Included
INLAND MARINE:	\$ 32,395	Included
CRIME:	\$ 2,429	\$ 2,382
BOILER & MACHINERY:	Included	\$ 21,924
GENERAL LIABILITY / EBL:	\$ 61,074	\$ 68,439
LIQUOR LIABILITY:	\$ 330	Included
PUBLIC MANAGEMENT LIABILITY:	\$ 13,006	\$ 8,244
EMPLOYMENT PRACTICES LIABILITY:	\$ 18,315	\$ 14,927
LAW ENFORCEMENT LIABILITY:	\$ 25,565	\$ 21,144
AUTOMOBILE:	\$ 43,181	\$ 67,108
UMBRELLA:	Included in primary limits	\$ 15,862
CYBER LIABILITY:	\$ 5,224	\$ 14,628
BROKER FEE:	Commission basis	\$ 20,000
TOTAL:	\$ 288,639	\$ 273,939

EXPIRING PREMIUM:	\$ 272,275
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PROPERTY

INSURER & BEST RATING:	Travelers Insurance A+:XV	State National Insurance A:VIII
LIMIT:	\$73,573,491	\$72,817,822
BLANKET:	Yes, Building and Contents except Theater Building- Insured Individually for \$1,213,948	Yes, Building and Contents
RISK OF DIRECT PHYSICAL LOSS:	Risk of Direct Physical Loss subject to policy exclusions	All losses except those in the exclusion section of the BRIT standard form.
AGREED AMOUNT:	Yes (90% Coinsurance on Theater Only)	No coinsurance applicable
REPLACEMENT COST:	Yes (ACV on Theater)	Yes
INCLUDE PROPERTY OF OTHERS:	Yes (\$50,000)	Yes (\$25,000)
INCLUDE PERSONAL EFFECTS:	Yes (\$50,000)	Yes (\$50,000)
REBUILD AT OPTIONAL LOCATION IF TOTAL LOSS:	Yes	Yes
PROPERTY IN TRANSIT LIMIT:	\$ 50,000	\$ 100,000
INCL. BUILDING ORDINANCE & LAW:	\$250,000 - Replacing of Undamaged Incl. in \$250,000 - Demolishing of Undamaged Incl. in \$250,000 - Increased Cost of Construction	Building Limit - Replacing of Undamaged \$350,000 - Demolishing of Undamaged Incl. in \$350,000 - Increased Cost of Construction
INCL. ARCHITECT & ENGINEERING FEES:	Yes	Policy is silent
INCL. POLLUTION CLEANUP FROM AN INSURED LOCATION FROM A COVERED PERIL:	Yes (\$100,000)	Yes (\$100,000)
INCL. UNINTENTIONAL E&O IN SCHEDULE:	Yes	Yes
INCL. PROPERTY IN THE OPEN:	Yes - within 1,000 feet of insured premises	Yes - within 1,000 feet of insured premises
ACCOUNTS RECEIVABLE LIMIT:	\$ 500,000	\$250,000 On Premises / \$50,000 Off Premises
VALUABLE PAPERS & RECORDS:	\$ 500,000	\$ 500,000
INCLUDES ELECTRICAL DATA & MEDIA:	Yes	Yes
FINE ARTS:	\$ 50,000	\$5,000 Per Item / \$100,000 Per Occurrence

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2014 to DECEMBER 31, 2015

AGENCY:
INSURER & BEST RATING:

Rutter Cline Associates, Inc.
Travelers Insurance A+:XV

Arthur J. Gallagher
State National Insurance, Chubb & Hanover

PROPERTY (CONTINUED)

SEWER / DRAIN BACKUP:	Policy Limit	Policy Limit
TREES, SHRUBS & PLANTS:	\$ 50,000 per loss (\$2,500 per item)-Named Perils	\$25,000 Per Loss (\$1,000 per item)
DEBRIS REMOVAL:	Yes, \$250,000 Limit	Yes, \$25,000 plus 25% of loss
BOILER & MACHINERY:	Included	Included
"CONNECTED READY FOR USE":	See coverage form	Policy Limit
EXPEDITING EXPENSE LIMIT:	\$ 250,000	\$2,500,000
HAZARDOUS SUBSTANCE LIMIT:	\$ 250,000 (Ammonia contamination)	Policy Limit
NEWLY ACQUIRED PROPERTY:	\$2,000,000 Buildings \$1,000,000 Contents 180 Days to Report	\$1,000,000 Buildings \$500,000 Contents No Limit
DEDUCTIBLE:	\$ 5,000 per occurrence \$50,000 Wind / hail deductible (see option)	\$ 10,000 per occurrence 2% Wind / hail deductible (per building)
PROPERTY ANNUAL PREMIUM:	\$87,120	\$19,281 (Plus \$21,924 B&M through Chubb)

DEDUCTIBLE OPTION: \$5,000 per occurrence with \$25,000 wind/hail deductible:	\$ 7,500 Additional Premium	None Offered
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EARTHQUAKE	\$ 5,000,000 Earthquake Limit \$ 5,000,000 Annual Aggregate \$ 25,000 Deductible Includes seismic movement Included	\$ 5,000,000 Earthquake Limit \$ 5,000,000 Annual Aggregate \$ 25,000 Deductible Not noted -- seismic movement Included
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FLOOD	\$ 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. (10 Locations/\$4.5 Million In Values -- Includes Finnup Education Center) Excludes Zone A Included	\$ 5,000,000 Flood Limit / \$25,000 Deductible Excludes Zone A Included
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BUSINESS INCOME / EXTRA EXPENSE

ALL SCHEDULED LOCATIONS:	Yes	Yes
LIMITS FOR GENERATING LOCATION:	None	None
COMBINED BI/EE FORM:	Yes	No
LIMIT:	\$ 600,000	\$500,000 BI & \$500,000 EE
LIMIT PER LOCATION:	Blanket	Blanket
RISK OF DIRECT PHYSICAL LOSS:	Risk of Direct Loss	All losses except those in the exclusion section of the BRIT standard form.
ALLOCATION OF VALUES:	None	None
COINSURANCE:	None	None
ORDINARY PAYROLL:	Included	Included
PERIOD OF INDEMNITY:	See "Period of Restoration" definition	Not specifically defined
EXTENDED PERIOD OF INDEMNITY:	180 Days	180 Days
INCLUDE EDP EXTRA EXPENSE:	Yes	Yes
EE DEDUCTIBLE:	72 Hours	Included in property deductible
BI DEDUCTIBLE:	72 hours	72 Hours
ANNUAL PREMIUM:	Included in Property Premium	Included in Property Premium

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2014 to DECEMBER 31, 2015

AGENCY:
 INSURER & BEST RATING:

Rutter Cline Associates, Inc.
 Travelers Insurance A+:XV

Arthur J. Gallagher
 State National Insurance, Chubb & Hanover

INLAND MARINE

RISK OF DIRECT PHYSICAL LOSS:	Risk of Direct Loss	All losses except those in the exclusion section of the BRIT standard form.
VALUATION:	Actual Cash Value	Replacement Cost (up to the limit per schedule)
COINSURANCE PROVISION:	80%	None applicable

CONTRACTORS EQUIPMENT

LIMITS:	\$3,732,535 Scheduled \$50,000 Unscheduled \$ 50,000 Leased/Rented from others	\$4,118,039 Scheduled \$50,000 Unscheduled \$75,000 Leased / Rented from others
DEDUCTIBLE:	\$ 10,000 Per Occurrence	\$ 10,000 Per Occurrence
ANNUAL PREMIUM:	\$32,395	Included in property

UNSCHEDULED PROPERTY (Street Lights, Street Signs, Traffic & Signal Lights, Stadium Lights, etc.):

LIMITS:	\$ 2,000,000 Limit --\$5,000 Max per item (Street lights, signs, traffic signs & lights, and stadium lights have a \$50,000 per occurrence limit with a \$2,500 deductible under the property. This \$2M is excess .)	\$50,000 Limit -- \$7,500 Max per item
	\$10,000 Deductible	\$10,000 Deductible
ANNUAL PREMIUM:	Included	Included in property

RADIO & BROADCASTING EQUIPMENT:

LIMITS:	\$ 1,302,254 Scheduled	\$ 680,533 Scheduled
DEDUCTIBLE:	\$ 10,000 Per Occurrence	\$ 10,000 Per Occurrence
ANNUAL PREMIUM:	Included	Included in property

CRIME COVERAGE

INSURER & BEST RATING:	Travelers Insurance A+:XV	Hanover A:XIV
PUBLIC EMPLOYEES BLANKET TYPE FORM "O":	Travelers Governmental Crime Form	Yes
FAITHFUL PERFORMANCE OF DUTY:	Included	Included
LIMITS EXCESS OVER POSITION BONDS:	No	Yes
LIMIT:	\$ 250,000	\$ 250,000
DEDUCTIBLE:	\$ 1,000	\$ 1,000
ANNUAL PREMIUM:	\$2,429	\$2,382 (Annual for 3-years)

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

THEFT, DISAPPEARANCE & DESTRUCTION: (MONEY & SECURITIES)	\$ 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:	No	Yes
COMPUTER FRAUD ANNUAL PREMIUM:	Included	Included

OPTIONAL LIMIT: \$100,000 -- FORGERY, THEFT & FRAUD:	\$3,330 Annual Premium (\$901 Additional)	\$2,758 Annual Premium (\$376 Additional)
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CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2014 to DECEMBER 31, 2015

AGENCY:
INSURER & BEST RATING:

Rutter Cline Associates, Inc.
Travelers Insurance A+:XV

Arthur J. Gallagher
State National Insurance, Chubb & Hanover

GENERAL LIABILITY

INSURER & BEST RATING:	Travelers Insurance A+:XV	State National Insurance A:VIII
COMMERCIAL GENERAL FORM:	Yes	Yes
OCCURRENCE COVERAGE:	Yes	Yes
LIMITS -	\$ 1,000,000 Each Occurrence \$ 1,000,000 Personal / Advertising Injury \$ 2,000,000 General Aggregate \$ 2,000,000 Product / Completed Oper. Agg. \$ 100,000 Fire Damage Legal \$ 0 No-Fault Medical Payments	\$ 1,000,000 Each Occurrence* \$ 1,000,000 Personal / Advertising Injury* \$ 2,000,000 General Aggregate* \$ 2,000,000 Product / Completed Oper. Agg.* \$ 500,000 Fire Damage Legal \$ 0 No-Fault Medical Payments *See Umbrella Section
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	Included(Can add Fire Dept only for \$119)
INCL. PROFESSIONAL SERVICES FOR EMPLOYED PROFESSIONAL ENGINEER(S):	Yes	Yes
INCLUDE EMT PROFESSIONAL:	Included	Included
INCLUDES SPAYING OF CHEMICALS:	Yes	Yes
INCL. SEWER BACKUP CLAIMS:	Yes - \$500,000 Limit	Yes
INCL. ALLEGED POLLUTION OF WATER PRODUCTS:	Yes	No(water-treatment sudden & accidental is included)
INCL. OWNED WATERCRAFT:	Yes, up to 25 feet	Yes, up to 25 feet
INCL. FAILURE TO SUPPLY:	Yes - \$500,000 Limit	Yes - \$1,500,000 Limit
INCL. ABUSE / MOLESTATION:	Yes	Yes
INCL. CEMETERY LIABILITY:	Yes	Yes
PREMIUM SUBJECT TO AUDIT:	No	No
G.L. ANNUAL PREMIUM:	\$60,693	\$68,439

EMPLOYEE BENEFIT LIABILITY

COVERAGE FORM:	Claims Made No Retroactive Date	Occurrence
LIMITS:	\$ 1,000,000 Each Claim \$ 3,000,000 Aggregate	\$ 500,000 Each Claim Aggregate -- Included in GL
DEDUCTIBLE:	\$1,000 Per Claim	\$5,000 Per Claim
E.B.L. ANNUAL PREMIUM:	\$381	Included

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2014 to DECEMBER 31, 2015

AGENCY:
INSURER & BEST RATING:

Rutter Cline Associates, Inc.
Travelers Insurance A+:XV

Arthur J. Gallagher
State National Insurance, Chubb & Hanover

LIQUOR LIABILITY

COVERAGE FORM:	Occurrence	Occurrence
LIMITS:	\$ 1,000,000 Each Claim \$ 1,000,000 Aggregate	\$ 500,000 Each Claim \$ 500,000 Aggregate
DEDUCTIBLE:	None	\$5,000 Per Claim
LIQUOR LIABILITY ANNUAL PREMIUM:	\$330	Included

PUBLIC MANAGEMENT LIABILITY

INSURER & BEST RATING:	Travelers A+:XV	State National Insurance A:VIII
FORM:	Claims Made	Claims Made
RETRO DATE:	December 31, 2003	Full Prior Acts
LIMITS OF LIABILITY:	\$ 2,000,000 Each Claim \$ 2,000,000 Aggregate	\$ 1,000,000 Each Claim* \$ 1,000,000 Aggregate* *See Umbrella Section
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
INCLUDES DISCRIMINATION:	Yes	Yes
INCLUDES CIVIL RIGHTS VIOLATIONS:	Yes	Yes
INCL. SEXUAL HARASSMENT (NO B.I.):	Excluded	Yes
INCLUDES AUTHORIZED VOLUNTEERS:	Yes	Yes
INCLUDES ALL ADVISORY BOARDS & COMMISSIONS:	Yes	Yes
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:	\$13,006	\$8,244

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2014 to DECEMBER 31, 2015

AGENCY:
INSURER & BEST RATING:

Rutter Cline Associates, Inc.
Travelers Insurance A+:XV

Arthur J. Gallagher
State National Insurance, Chubb & Hanover

EMPLOYMENT PRACTICES LIABILITY

INSURER & BEST RATING:	Travelers Insurance A+:XV	State National Insurance A:VIII
FORM:	Claims Made	Claims Made
RETRO DATE:	January 1, 1984	Full Prior Acts
LIMITS OF LIABILITY:	\$ 1,000,000 Each Claim \$ 1,000,000 Aggregate	\$ 1,000,000 Each Claim* \$ 1,000,000 Aggregate* *See Umbrella Section
DEDUCTIBLE:	\$ 15,000 Each Claim	\$ 25,000 Each Claim
WRONGFUL ACT COVERAGE:	Yes	Yes
DEFENSE COST ARE SUPPLEMENTAL:	No - Within Limit	Yes
"PAY ON BEHALF OF INSURED":	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCLUDES DISCRIMINATION:	Yes	Yes
INCLUDES CIVIL RIGHTS VIOLATIONS:	Yes	Yes
INCL. SEXUAL HARASSMENT (NO B.I.):	Yes	Yes
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:	\$18,315	\$14,927
OPTIONAL LIMITS: \$2,000,000 OCCURRENCE/AGGREGATE:	\$20,942 (\$2,627 Additional)	

LAW ENFORCEMENT LIABILITY

INSURER & BEST RATING:	Travelers Insurance A+:XV	State National Insurance A:VIII
FORM:	Occurrence	Occurrence
LIMITS OF LIABILITY:	\$ 2,000,000 Each Occurrence \$ 2,000,000 Aggregate	\$ 1,000,000 Each Occurrence* \$ 1,000,000 Aggregate* *See Umbrella Section
DEDUCTIBLE:	\$ 25,000 Per Claim	\$ 25,000 Per Claim
"WRONGFUL ACT" COVERAGE:	Yes	Yes
SUPPLEMENTAL DEFENSE COSTS:	Yes	Yes
INCLUDE MOONLIGHTING:	Yes (if authorized)	Yes
INCLUDE DISCRIMINATION:	Yes	Yes
INCL. VIOLATION OF CIVIL RIGHTS:	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ACTS:	Yes, Until Finding of Fact	Yes, Until Finding of Fact
INCL. ANIMAL CONTROL:	Yes	Yes
INCL. NECESSARY INTENTIONAL ACTS:	Yes	Yes
AWARDED PLAINTIFF FEES INCLUDED AS "DAMAGES":	Yes	Yes
ANNUAL PREMIUM:	\$25,565	\$21,144

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
DECEMBER 31, 2014 to DECEMBER 31, 2015

AGENCY:
INSURER & BEST RATING:

Rutter Cline Associates, Inc.
Travelers Insurance A+:XV

Arthur J. Gallagher
State National Insurance, Chubb & Hanover

AUTOMOBILE

INSURER & BEST RATING:	Travelers Insurance A+:XV	State National Insurance A:VIII
NUMBER OF POWER UNITS:	211	238
LIABILITY LIMITS:	\$ 1,000,000 Combined Single Limit	\$ 1,000,000 Combined Single Limit* *See Umbrella Section
INCL. TORT LIABILITY ENDORSEMENT:	Yes	Yes
UNINSURED/UNDER. MOTORIST:	\$ 1,000,000 Each Occurrence	\$ 1,000,000 Each Occurrence
MEDICAL PAYMENTS:	\$ 5,000 All Vehicles	\$ 5,000 All Owned Vehicles
SYMBOL "ONE" LIABILITY(ANY AUTO):	Yes	Yes
EMPLOYEES AS INSURED:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Deleted	Included
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:	\$25,814	\$39,750

AUTO PHYSICAL DAMAGE

PER SCHEDULE:	Yes	Yes
NUMBER OF UNITS:	141	143
AUTO PHYSICAL DAMAGE DEDUCT - COMPREHENSIVE: MAX PER OCCURRENCE: COLLISION:	\$ 1,000 Per Vehicle \$25,000 \$ 5,000 Per Vehicle	\$ 2,500 Per Vehicle \$2,500 \$ 2,500 Per Vehicle
INCLUDES EMERGENCY EQUIPMENT ATTACHED TO VEHICLES:	Yes - If Included in Original Cost New	Yes
FLEET BASIS (ANNUAL AUDIT ONLY):	Yes - Must Report \$100,000+ Units	Yes - Must Report \$100,000+ Units
PHYSICAL DAMAGE ANNUAL PREMIUM:	\$17,367	\$27,358

GARAGEKEEPER'S PHYSICAL DAMAGE

LIMITS:	\$ 25,000 Limit (Comprehensive & Collision) \$ 100 Deductible Per Vehicle \$500 Maximum Per Occurrence (Comprehensive)	\$25,000 Limit (Comprehensive & Collision) \$500 Deductible Per Vehicle \$2,500 Maximum Per Occurrence (Comprehensive)
GARAGEKEEPER'S ANNUAL PREMIUM:	Included	

HIRED PHYSICAL DAMAGE

LIMIT:	No Limit	\$1,500,000
DEDUCTIBLE:	\$ 250 Comprehensive & Collision	\$ 2,500 Comprehensive & Collision
ANNUAL PREMIUM:	Included	Included

UMBRELLA

LIMIT:	Not Quoted--Limits contemplated in underlying	\$1,000,000
EXCESS OVER:		General Liability, Law Enforcement Liability, Public Management Liability, Employment Practices Liability and Auto Liability
ANNUAL PREMIUM:		\$15,862

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2014 to DECEMBER 31, 2015

AGENCY:
 INSURER & BEST RATING:

Rutter Cline Associates, Inc.
 Travelers Insurance A+:XV

Arthur J. Gallagher
 State National Insurance, Chubb & Hanover

CYBER LIABILITY

INSURER & BEST RATING:	Travelers A+: XV	Colony Insurance A:XII
OCCURRENCE FORMAT:	Claims Made (12/31/14 Retro Date)	Yes
LIMITS:	\$1,000,000 Total Limit \$1,000,000 Each Wrongful Act \$50,000 Crisis Mgmt Service Expense \$50,000 Security Breach Notification Expense	\$1,000,000 Total Limit \$1,000,000 Each Wrongful Act \$1,000,000 Crisis Mgmt Service Expense \$1,000,000 Security Breach Notification Expense
WRONGFUL ACT COVERAGE:	Yes	Yes
INCL. CRISIS MGMT/NOTIFICATION:	Yes	Yes
INCL. NETWORK SECURITY:	Yes	Yes
INCL. MEDIA LIABILITY COVERAGE:	Yes	Yes
INCL. INFORMATION ASSET COVERAGE:	Not Noted	Yes
INCL. NETWORK INTERRUPTION COVERAGE:	Yes	Yes
INCL. COVERAGE FOR EXTORTION:	Yes	Yes
INCL. FAILURE TO PROTECT ELECTRONIC DATA CONTAINING PRIVATE OR CONFIDENTIAL INFO:	Yes	Yes
INCL. INFRINGEMENT OF COPYRIGHT TRADEMARK IN YOUR MATERIAL:	Yes	Yes
INCL. PLAGIARISM OR UNAUTHORIZED USE OF FORMATS OR CHARACTERS IN YOUR MATERIAL:	Yes	Yes
DEFENSE COST IN ADDITION TO LIMITS OF LIABILITY:	No	No
DEDUCTIBLE:	\$5,000	\$25,000
CYBER LIABILITY ANN. PREMIUM:	\$5,224	\$14,628

MISCELLANEOUS -

A) PROGRAM PURCHASED COLLECTIVELY OR BY LINE:	Coverage must be purchased on a package basis. Coverages cannot be purchased individually.	This program must be purchased collectively and cannot be broken out by line.
B) PREMIUM PAYMENT PLAN:	20% Down / 8 Installments \$9 fee per installment	Several options available.
C) SUBSEQUENT RENEWALS WITHIN 60-DAYS OF EXPIRATION:	Yes - if renewal information furnished 120-days prior to renewal	Yes
D) LOSS INFORMATION PROVIDED:	As needed by agent / insured	As needed by agent / insured



CITY COMMISSION

ROY CESSNA,

Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN

City Manager

MELINDA A. HITZ, CPA

Finance Director

RANDALL D. GRISELL

City Counselor

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

To: City Commission

Date: November 26, 2014

From: Melinda Hitz, Finance Director

RE: 2014 Budget Amendments – Public Hearing

Issue:

Governing Body is asked to authorize a public hearing on December 16, 2014 at 2:00 p.m. for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Background:

In November of each year, City staff compares actual and December estimated expenditures to the authorized budget. Due to changes in programs, cash carryover and additional revenues there is a need to amend the authorized budget.

Proposed are the following funds to amend and the justification.

<u>Fund</u>	<u>Justification</u>
Capital Improvement Reserve	Cash Carryover Additional Revenue
DEA Forfeiture	Cash Carryover Additional Revenue
12-6a13 Revolving	Program Change Windsor Hotel project
Special Rec & Parks	Cash Carryover

Alternatives:

- 1) Set and approve the budget hearing for December 16, 2014 at 2:00 p.m.
- 2) Do not set the budget hearing and have budget violations governed under KSA statute 79-2935.

Recommendation:

Staff recommends setting and approving the budget hearing for December 16, 2014 at 2:00 p.m.

Fiscal Note:

None.

**Notice of Budget Hearing for Amending the
2014 Budget**

The governing body of
CITY OF GARDEN CITY

will meet on the day of DECEMBER 16, 2014 at 2:00 PM 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 & FINANCE OFFICE and will be available at this hearing.

Summary of Amendments

Fund	2014 Adopted Budget			2014 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
CAPITAL IMPROVE RESV			293,000	1,190,000
DEA FORFEITURE			35,350	50,000
12-6a13 REVOLVING			60,000	175,000
SPECIAL REC & PARKS			89,000	179,000
			0	0
			0	0

MELINDA HITZ
Official Title: FINANCE DIRECTOR



**PUBLIC UTILITIES
DEPARTMENT**

MIKE MUIRHEAD
Public Utilities
Director
301 N 8th St
620.276.1577

CLIFF SONNENBERG
Electric Service's Center
Superintendent
140 Harvest Ave
620.276.1290

FRED JONES
Water Department
Resource Manager
106 S 11th St
620.276.1292

ED BORGMAN
Waste Water
Superintendent
345 S Jennie Barker Rd
620.276.1281

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

MEMORANDUM

TO : Governing Body
THRU: Matt Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE : November 25, 2014
RE : KCC Docket No. 14-SEPE-287-CON Settlement

ISSUE:

Consideration of settlement agreements reducing the local access service / charges from Wheatland Electric Cooperative from \$2.39 per kW-month to \$1.30 per kW-month and approving the operations agreement of the Jameson Energy Center.

BACKGROUND:

Please see background information from both JK Energy Consulting, LLC. and Duncan & Allen, Counsellors at Law.

ALTERNATIVE:

Approve the settlement agreements and authorizing the Mayor to sign.
Do not approve the settlement agreements.

RECCOMENDATION:

Staff recommends approval of the settlement agreements and authorizing the Mayor to sign.

FISCAL NOTE:

Projected annual savings to Garden City is \$729,426

2. On December 19, 2013, the Commission issued an Interim Order Approving the Joint Application, subject to further investigation.

3. On January 6, 2014, Garden City filed to intervene in the proceeding, expressing its objection to the rates and charges for local delivery service over the Wheatland system contained in the Special Contract. On January 16, 2014, KMEA filed to intervene. On January 28, 2014, the Commission granted the interventions of Garden City and KMEA.

4. On August 14, 2014, the Commission issued an Amended Order Setting Procedural Schedule. The Amended Order stated that a threshold question presented in the docket is whether the Mobile-Sierra doctrine applies for purposes of establishing the standard of review the Commission should give to the Special Contract. The Mobile-Sierra doctrine presumes a special contract rate set in a freely negotiated contract is just and reasonable. However, both Garden City and KMEA challenged the application of the Mobile-Sierra doctrine in state proceedings under the Kansas law. In addition, Garden City and KMEA were alleging that the contract was not freely negotiated, thus creating a factual dispute that the Commission believed needed to be addressed initially. For that purpose, the Commission set for hearing on December 10 - 11, 2014, the question of whether the contract was freely negotiated.

5. On November 13, 2014, the parties to this docket convened at the Commission's offices to discuss settlement. Those discussions resulted in the parties reaching terms of agreement that fully resolve the issues presently pending before the Commission in this docket. The terms of settlement are set forth below in Section III.

II. THE PARTIES' PREFILED TESTIMONY

6. On December 17, 2013, Sunflower prefiled the testimony of Noman Williams and Wheatland prefiled the testimony of Bruce Mueller and Beth Looney supporting the Special Contract and Joint Application. On August 25, 2014, KMEA filed the testimony of Robert Poehling and Garden City filed the testimony of John Krajewski addressing their claim that the Special Contract was not freely negotiated. On September 19, 2014, Sunflower filed the testimony of Noman Williams and Wheatland filed the testimony of Beth Looney explaining their position as to why the Special Contract was freely and fairly negotiated. On October 10, 2014, Garden City filed the rebuttal testimony of John Krajewski and KMEA filed the rebuttal testimony of Robert Poehling responding to the September 19th testimonies of Mr. Williams and Ms. Looney. Staff did not prefile testimony in this docket.

7. Pursuant to the terms of this Settlement Agreement, Sunflower and/or Wheatland and Garden City and/or KMEA will file testimony in support of the Settlement Agreement on December 5, 2014. Staff was originally concerned that the Joint Application filed by Sunflower and Wheatland was not fully supported by all the parties. Furthermore, Staff prefers a local access delivery charge be supported by cost of service analysis. The terms of this Settlement Agreement address both of those concerns. Though a signatory to the agreement, Staff does not intend to file testimony in support of the Settlement Agreement unless so directed by the Commission.

III. TERMS OF SETTLEMENT AGREEMENT

8. The terms of the Settlement Agreement are as follows:

(a) The Special Contract shall be modified to reduce the Monthly Transmission Demand Charge in Section 8.1 from \$2.39/Kw to \$1.30/Kw, effective January 1, 2015. No

refunds of any rates or charges will be made except as provided for in the Letter Agreement referenced below in paragraph 7(c). A red-lined copy of the Special Contract containing the changes agreed to in this Settlement Agreement is attached hereto as **Exhibit A**.

(b) Wheatland will cause to be filed with the Commission before the end of 2015 a rate case to establish a Local Access Charge for Wheatland's transmission facilities. The filing will include a supporting Cost of Service Study ("COSS"). All Signatories reserve the right to take any positions in the 2015 LAC rate case, and to present their positions in any form they may so choose.

(c) Other related issues concerning the Jameson Energy Center ("JEC") have been resolved by the parties in a separate Letter Agreement. That Letter Agreement is attached hereto as **Exhibit B** and made a part of this Settlement Agreement as if fully set forth herein.¹

(d) The Signatories agree that, if this Settlement Agreement is accepted by the Commission, further hearings in this matter are unnecessary. As such, the hearing presently scheduled for December 10-11, 2014, should be cancelled. If the Commission determines that a hearing should be held on this Settlement Agreement, the Signatories request that such hearing be scheduled for December 11, 2014, at 2:00 pm CDT.

(e) Sunflower and/or Wheatland, and Garden City and/or KMEA will file testimony in support of this Settlement Agreement on or before December 5, 2014.

(f) The Signatories request a Commission Order be issued on this Settlement Agreement no later than December 22, 2014, so as to meet the agreed effective date for the revised rates of January 1, 2014.

¹ The matters addressed in the JEC Letter Agreement are not jurisdictional to the Commission; however, they are an integral part of the overall settlement of issues in this docket that are Commission-jurisdictional. As such, the JEC Letter Agreement is included for purposes of providing the Commission with all relevant information related to the Settlement Agreement.

(g) This Settlement Agreement must be approved by the City Commission for Garden City and by the Wheatland Board of Trustees before becoming final. It is anticipated that these approvals will be obtained on or before the testimony is filed on December 5, 2014. The Signatories will confirm in that testimony that such approvals have been received.

IV. MISCELLANEOUS PROVISIONS

A. Commission's Rights

9. Nothing in this Settlement Agreement is intended to impinge or restrict, in any manner, the exercise by the Commission of any statutory right, including the right of access to information, or any statutory obligation the Commission may have under Kansas law.

B. Waiver of Cross-Examination

10. In the event the Commission elects to conduct the evidentiary hearing scheduled for December 11, 2014, the Signatories waive cross-examination on all testimony filed prior to the filing of this Settlement Agreement. The Signatories agree that all such prefiled testimony may be incorporated into the record without objection.

C. Negotiated Settlement

11. This Settlement Agreement represents a negotiated settlement that fully resolves the issues among the parties in this docket for the purposes of this proceeding. The Signatories represent that the terms of this agreement constitute a fair and reasonable resolution of the issues addressed herein. Except as specified herein, the Signatories shall not be prejudiced, bound by, or in any way affected by the terms of this Settlement Agreement (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Settlement Agreement in the instant

proceeding. If the Commission accepts this Settlement Agreement in its entirety and incorporates the same into a final order without material modification, the Signatories shall be bound by the terms and the Commission's order incorporating the terms as to all issues addressed herein and in accordance with the terms hereof, and will not appeal the Commission's order on these issues.

D. Interdependent Provisions

12. The provisions of this Settlement Agreement have resulted from negotiations among the parties and are interdependent. In the event that the Commission does not approve and adopt the terms of this Settlement Agreement in total, the Settlement Agreement shall be voidable and no Signatory hereto shall be bound, prejudiced, or in any way affected by any of the agreements or provisions hereof. Further, in such event, this Settlement Agreement shall be considered privileged and not admissible as evidence or made a part of the record in any proceeding.

IN WITNESS THEREOF, the Signatories have executed and approved this Settlement Agreement, effective as of the _____ day of _____, 2014, by subscribing their signatures below.

Stuart Lowry
President and CEO
Sunflower Electric Power Corporation
301 W. 13th
Hays, Kansas 67601
(785)628-2845 telephone
(785)623-3395 facsimile
slowry@sunflower.net

Bruce Mueller
General Manager
Wheatland Electric Cooperative, Inc.
101 Main Street
Scott City, KS 67871
(620)872-5885 telephone
(620)872-7170 facsimile
bmuller@weci.net

Samuel Feather (#25475)
Andrew French (#24680)
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66606
(785) 271-3240
(785) 271-3167 (fax)
s.feather@kcc.ks.gov
a.french@kcc.ks.gov
COUNSEL FOR COMMISSION STAFF

Roy Cessna
Mayor of Garden City, Kansas
301 N. 8th Street
Garden City, KS 67846
Tel: (620) 276-1160
Fax: (620) 276-1169
E-mail: roy.cessna@gardencityks.us

Robert Poehling
General Manager
Kansas Municipal Energy Agency
6300 W. 95th St.
Overland Park, KS 66212

November 14, 2014

[By E-mail: glenda@caferlaw.com
terri@caferlaw.com]

Glenda Cafer
Cafer Pemberton LLC
3321 SW Sixth Avenue
Topeka, KS 66606

Re: Settlement Counter-Proposal – Jamison Energy Center (JEC) Issues

Dear Glenda:

Thank you for the settlement counter-proposal received from Wheatland in a letter from you dated October 16, 2014. Garden City is willing to settle separately the issues related to extending the JEC Agreement to Allow Testing of Jameson Energy Center (Testing Agreement) again while we continue to work on settlement of all issues.

The following is a proposed Letter Agreement from Wheatland and Sunflower concerning settlement of the JEC issues:

JEC:

- a. Garden City agrees to all upgrades identified in the HDR Study and agrees to pay for all upgrades identified in the study which are presently estimated at \$723,054, an amount that will be subject to true-up upon final completion as to actual costs. The revenues collected from January 1, 2014, under the interim rate approved by the KCC in Docket No. 14-SEPE-287-CON that are attributable to the \$.74 portion of the \$2.39 charge approved on an interim basis by Commission Order dated December 19, 2013, shall be credited to the final amount owed by Garden City for these facility upgrades. Payment will be made through KMEA. Please send KMEA an invoice for the amount due, along with wire transfer instructions.

- b. Upon acceptance of these terms, Garden City will pay or cause KMEA to pay to Sunflower the sum of \$325,344 as an advance payment towards the costs of the upgrades. This amount is the difference between the \$723,054 estimated upgrade expense and the \$397,710, which is the year-to-date amount collected for the \$0.74 portion of the LAC charge in Docket 14-SEPE-287-CON that is being classified as a contribution to the cost of construction for the upgrades. Upon receipt, Wheatland and Sunflower will initiate the construction of the upgrades. Any payments that include the \$0.74 portion of the LAC charge as a contribution to the construction of the upgrades that occur between October 1, 2014, and the date the KCC establishes a permanent LAC rate for Wheatland will similarly be credited against the total amount due. The parties reserve their right to take any position in the KCC Docket No. 14-SEPE-287-CON LAC Rate Case and any future LAC rate case(s).
- c. Upon acceptance of these terms, Wheatland and Sunflower agree to extend the Testing Agreement (dated June 1, 2014) through the date of final completion of the upgrades. Upon complete satisfaction by Garden City of the costs of the upgrades, Garden City (or Garden City's contractor-operator) will be allowed to operate the JEC in accordance with the Second Revised Interconnection Agreement attached to this letter as **Attachment A**.
- d. Garden City has provided Wheatland and Sunflower with a copy of the July 14, 2014 Operation and Maintenance Services Agreement (OMSA) between Garden City and KMEA, which makes Garden City responsible for operating and maintaining the JEC.
- e. In addition to the ability of JEC to operate in parallel with the Morris substation as agreed to in the Second Revised Interconnection Agreement, Garden City will be granted the option to interconnect to, and operate in parallel with, any additional substations identified in Attachment 1 of the Second Revised Interconnection Agreement, provided, and only after, Garden City completes compliance with all tariff requirements (the Interconnection Agreement, Sunflower OATT, SPP OATT, and SPP Criteria), including Garden City paying for the studies and all necessary upgrades identified to accommodate such parallel operation, and the completion of the installation of all identified upgrades. Garden City agrees to comply with the standard application processes and requirements.
- f. The Garden City Commission and the Sunflower and Wheatland Boards of Directors must approve this Letter Agreement before it is binding on either party. In the interim period between the time of agreement and the time action is taken on this agreement by the Commission and Boards, the Testing Agreement will continue in effect.

Duncan & Allen

- 3 -

If these terms are acceptable, please sign below indicating your agreement.

Sincerely,

/s: Gregg D. Ottinger/

Gregg D. Ottinger

cc: Bruce Mueller
Mark Calcara
Mike Muirhead
Randy Grisell
John Krajewski
Bob Poehling

On behalf of the City of Garden City, the undersigned hereby agrees to the terms and conditions set forth in this letter.

By: _____ Date: _____

Title: _____

On behalf of Wheatland Electric Cooperative, Inc., the undersigned hereby agrees to the terms and conditions set forth in this letter.

By: _____ Date: _____

Title: _____

On behalf of Sunflower Electric Power Corporation, the undersigned hereby agrees to the terms and conditions set forth in this letter.

Duncan & Allen

- 4 -

By: _____

Date: _____

Title: _____

On behalf of the Kansas Municipal Energy Agency, the undersigned hereby agrees to the terms and conditions set forth in this letter.

By: _____

Date: _____

Title: _____

November 24, 2014

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

RE: Communication Related to Settlement Proceeding
KCC Docket No. 14-SEPE-287-CON

Dear Mike:

The purpose of this letter is to provide recommendations for Garden City (City) with regard to settlement of the outstanding issues related to local access service over the Wheatland Electric Cooperative, Inc. (Wheatland) system through use of the Sunflower Electric Cooperative, Inc. (Sunflower) Open Access Transmission Tariff (OATT). As you know, there has been an ongoing dispute regarding the appropriateness of the charges under the special contract executed by the Kansas Municipal Energy Agency (KMEA), Wheatland, and Sunflower in December 2013. The City intervened and protested in the subject docket for the primary purpose of protesting the rate and the circumstances under which the rate was developed.

KMEA, Sunflower, Wheatland, and the City engaged in settlement proceedings, overseen by Kansas Corporation Commission (KCC) staff, in an effort to resolve the outstanding issues. Settlement discussions occurred over a period of months prior to the actual settlement conference and the development of a final settlement is the culmination of those efforts.

The first element of the settlement resolved issues related to the Jameson Energy Center and confirmed that the City would be given credit for payments intended to cover the cost of improvements needed to interconnect the Jameson Energy Center indirectly to the Wheatland system. The agreement provided that Wheatland will give credit for \$0.74/kW-month of the \$2.39/kW-month contract rate to cover a portion of the cost of the interconnection facilities. It was always understood and acknowledged by Wheatland that the \$0.74/kW-month was intended to cover the cost of interconnection for the Jameson Energy Center; however, the settlement memorializes this intention in a written settlement agreement.

The second element of the proposed settlement addresses the local access charge. The special contract included an implied local access rate of \$1.65/kW-month, based on a tariff rate filed in 2007. Various documents produced during discovery caused the Garden City team to be of the opinion that a lower rate should apply. Through negotiations, the parties agreed to a rate of \$1.30/kW-month beginning on January 1, 2015. The savings between the settlement rate and the

implied contract rate, based on estimated billing units of 669,000 kW, is approximately \$234,000 per year.

The table below shows the estimated savings that will accrue to the City, beginning January 1, 2015, taking into account both the elimination of the \$0.74/kW-month facility cost and the reduction of the local access rate from an implied rate of \$1.65/kW-month to \$1.30/kW-month. The projected savings in local access charges in 2015 is approximately \$729,000 when compared to projected year-end costs for 2014.

**Estimated Savings of Settlement
Wheatland Local Access Rate
2015 Charges**

	Originally Filed	Settlement	Annual Cost / (Savings)
Local Access Rate (\$/kW-month)	2.39	1.30	
Estimated Billing Units (kW) (1)	669,198	669,198	
Projected Annual Cost	1,599,384	869,958	(729,426)

1. Based on actual January through September 2014, plus estimated for October through December based on 2013 with adjustment factor for load growth and use of six minute interval data.

Based on my review of available information and the advice of the City's legal counsel, Gregg Ottinger with Duncan & Allen, I am of the professional opinion that the proposed settlement is in the best interest of the City and its customers. Upon ratification of the proposed settlement by the various parties and based on the direction of the City and legal counsel, I am prepared to testify before the KCC that this settlement is in the public interest and it should be approved.

I appreciate the opportunity to assist the City in this matter. If you, other City staff, or the City's elected officials have any questions about this letter, please let me know.

Sincerely yours,



John A. Krajewski
JK Energy Consulting, LLC

November 24, 2014

[By E-mail: Mike.Muirhead@gardencityks.us]

Mike Muirhead
Public Utilities Director
301 N. 8th Street
P.O. Box 998
Garden City, KS 67846-0998

Re: Settlement of Wheatland Transmission Charges
and KCC Docket No. 14-SEPE-287-CON

Dear Mike,

This letter summarizes the terms and conditions of the settlement that was reached at the KCC on Thursday November 13th, in the Wheatland Local Access (Transmission) Charge case that was set for hearing in KCC Docket No. 14-SEPE-287-CON. This is the case in which Wheatland and Sunflower filed a rate of \$2.39 per kW per month of power that is transmitted by KMEA to Garden City across the Wheatland system. The settlement also addressed future operations of the Jameson Energy Center. In my view, the settlement is very good for Garden City and its ratepayers.

**A. Background of the
Litigation**

Wheatland and Sunflower filed the \$2.39 rate contract at the KCC on December 17, 2013, and the KCC allowed it to take effect on January 1, 2014, when Garden City began receiving its new power supply from KMEA, instead of Wheatland. Garden City has paid the \$2.39 rate since January 1, 2014.

In addition, last summer, KMEA installed the new Jameson Energy Center, which provides local generation for peaking and emergency purposes in Garden City. Garden City will pay the debt on the three JEC units, and when the debt is paid off, Garden City will own them. When the JEC is used to generate in Garden City, it can have an impact on the interconnected Wheatland system. Therefore, Wheatland and Sunflower had insisted on certain assurances and payments from Garden City and KMEA before they

would allow the JEC to operate as Garden City wanted. Under the federal requirements of the Southwest Power Pool, Garden City was financially responsible for any upgrades to the Wheatland system that were required due to the interconnection and operation of the JEC. Wheatland had initially asked Garden City to pay \$2.2 million for these upgrades.

The KCC set the question of whether the \$2.39 rate was a negotiated rate for hearing, which would begin in December. Garden City and KMEA maintained that the rate was not negotiated, due to Wheatland and Sunflower threats to disconnect and cut off power to Garden City if the city did not agree to the rate. While Garden City made a strong case that the rate was not negotiated, there is always a chance for an adverse outcome in litigation. If Garden City had lost, it would likely have had to continue to pay the \$2.39 rate. If Garden City had won, then another hearing would have to be held to determine whether the \$2.39 rate was just and reasonable. Garden City believed the rate was too high.

B. The Settlement

The settlement reached will avoid the need for hearings on the issues of whether the rate was “negotiated” and whether it was just and reasonable. That alone will save Garden City considerable litigation costs and avoid an unknown and possibly adverse outcome.

In terms of dollars, the settlement is quite good. First, Wheatland and Sunflower have agreed to accept a figure of \$723,054 (rather than the originally requested \$2.2 million) for the upgrades required by the interconnection and operation of the JEC. Once the necessary upgrades are installed, Garden City will be able to operate the JEC as it wants, and when it wants, or if the Southwest Power Pool calls upon it to run, without any further conditions or demands by Wheatland or Sunflower.

Moreover, Wheatland and Sunflower will apply \$0.74 of the \$2.39 rate to cover the payment of the JEC upgrades. This credit will be retroactive to January 1, 2014. This means that by the end of 2014, the upgrades will have been paid for. At that point, \$0.74 would be removed from the \$2.39 rate, leaving a rate of \$1.65, which is historically what Garden City paid when it received its power supply from Wheatland.

However, the settlement also reduces that \$1.65 rate by over 20%, down to \$1.30, effective January 1, 2015. That reduced rate will stay in effect

until Wheatland files for a new Local Access (Transmission) Charge at the KCC, and the KCC approves it. Wheatland stated that it hopes to file for a new rate before the end of 2015, so it is likely that Garden City will enjoy the reduced \$1.30 rate for most of the coming year, or longer. Garden City has reserved its rights to oppose and challenge any filing that Wheatland may make for a new rate.

**C. Summary of Settlement
Benefits**

To summarize, there are several categories of cost savings and benefits that will benefit Garden City and its ratepayers as a result of this settlement:

1. Garden City will avoid the cost, uncertainty and delay of having a trial at the KCC over the issues of whether the \$2.39 rate was “negotiated” and, if Garden City won that trial, then another trial as to whether the \$2.39 rate is “just and reasonable.” The KCC had not made the outcome of any such litigation retroactive, so it is likely that Garden City would have continued to pay the \$2.39 rate for all of 2014 and beyond.

2. Garden City will only have to pay approximately \$723,054 for necessary upgrades related to the interconnection and operation of the JEC, instead of the \$2.2 million that Wheatland and Sunflower originally demanded.

3. Of the \$2.39 rate that Garden City has paid since January 1, 2014, \$0.74 per kW per month will be applied to the \$723,054 payment for upgrades for JEC interconnection, retroactive to January 1, 2014. Thus, the \$723,054 cost of the upgrades will be close to being paid in full by the end of this year. The actual cost figure will be trued up, so that Garden City pays no more and no less than the actual cost.

4. The \$2.39 rate will be reduced to \$1.30, effective January 1, 2015. It cannot be raised unless and until the KCC approves a new rate, which is cost-based and supported by a cost-of-service filing. Wheatland does not anticipate that it could make the filing necessary to request such a new rate until close to the end of 2015. Garden City has preserved its rights to challenge that filing and any newly proposed rate, whenever Wheatland makes the filing.

I believe that you and John Krajewski can perform the calculations necessary to estimate the overall savings from the reduction of the rate from \$2.39 to \$1.30. Also remember that the savings from this settlement is only for the local delivery (transmission) aspect of the new power supply arrangement. The savings for the power itself, compared with continued purchases from Wheatland as in the past, will be much greater.

The settlement itself still must be drafted and filed (with supporting testimony) at the KCC. The KCC Staff supports the settlement, so we do not anticipate any hitches in obtaining the necessary approval, which we hope to obtain before the end of 2014.

Please call if you have questions, comments or would like a further explanation of any part of the settlement. I will be available by telephone if you would like me to discuss these matters with your Commission in closed session.

Thank you for the opportunity to work with you on this exciting project. The ratepayers of Garden City are fortunate to have leaders that are willing to take the steps necessary to keep the cost of the delivery of a reliable electric power supply as low as possible.

Sincerely,

/s: Gregg D. Ottinger/

Gregg D. Ottinger

cc: John Krajewski
Randy Grisell

“LAC”), Sunflower’s *pro forma* NITSA was modified to include rates and charges for local delivery service over the Wheatland system.

2. Garden City and KMEA sought and received Commission approval to intervene in this proceeding.

3. Joint Movants have reached a unanimous Settlement Agreement which has been reduced to writing, is attached to this Joint Motion as **Attachment A**, and is incorporated herein by reference.

4. The Parties request the Commission take specific notice of the term of the Settlement Agreement that requests an Order be issued on this Motion by December 22, 2014, so as to meet the agreed effective date for the revised rates contained in the Settlement Agreement.

II. THE UNCONTESTED UNANIMOUS SETTLEMENT AGREEMENT MEETS THE COMMISSION'S FIVE-FACTOR TEST FOR APPROVAL OF SETTLEMENT AGREEMENTS AND SHOULD BE APPROVED

5. Joint Movants recognize that the law generally favors the good faith settlement of disputed issues,¹ and that the Commission will evaluate a settlement agreement to determine whether (a) it is supported by substantial competent evidence in the record as a whole, (b) it results in just and reasonable rates, and (c) it is in the public interest.² The Commission must make an independent finding that approval of the Settlement Agreement is supported by substantial competent evidence in the record as a whole and that the Settlement Agreement will establish just and reasonable rates.³

¹ *Krantz v. University of Kansas*, 271 Kan. 234, 241-242, 21 P.3d 561, 567 (2001).

² Order Approving Nonunanimous Stipulation and Agreement, Docket No. 12-WSEE-112-RTS, April 18, 2012, ¶ 24.

³ *Citizens' Utility Ratepayer Board v. State Corp. Comm 'n*, 28 Kan.App.2d 313, 316, 16 P.3d 319 (2000).

6. The Commission has established a five-standard test to determine the reasonableness of proposed settlement agreements. These standards are as follows:

- a. Has each party had an opportunity to be heard on reasons for opposing the settlement?
- b. Is the settlement supported by substantial competent evidence in the record as a whole?
- c. Does the settlement conform to applicable law?
- d. Will the settlement result in just and reasonable rates?
- e. Are the results of the settlement in the public interest?⁴

a. Has each party had an opportunity to be heard on its reasons for opposing the Settlement?

7. There are no parties opposing the Settlement and, therefore, this standard is not applicable. However, each party actively participated in all aspects of this docket. The procedural schedule provided the opportunity for discovery and the filing of direct and rebuttal Testimony. Additionally, all parties to the docket participated in the settlement discussions and the drafting or review of this Joint Motion and the attached Settlement Agreement. Therefore, appropriate and sufficient opportunity was provided for all parties to the docket to be heard on any reasons for opposing the Settlement.

b. Is the Settlement is supported by substantial competent evidence in the record as a whole?

8. All items agreed to and included in the Settlement are supported by substantial competent evidence in the record as a whole. The rate agreed to is within the range of rates proposed by the parties, and the agreement to file a future rate case incorporates the position of Staff, Garden City and KMEA. The terms of the Settlement reflect a compromise of the positions taken by the various parties in their respective prefiled testimony.

⁴ See Order Approving Contested Settlement Agreement, Docket No. 08-ATMG-280-RTS, issued May 12, 2008, ¶¶9-10.

c. Does the Settlement conform to applicable law?

9. The parties are unaware of any statute or case law to which the Settlement Agreement is contrary, and therefore, represent that the Settlement Agreement conforms to applicable law.

d. Does the Settlement result in just and reasonable rates?

10. K.S.A. 66-101b requires every electric public utility to furnish reasonably efficient and sufficient service at just and reasonable rates. In evaluating whether rates are just and reasonable, the Commission takes into account the various interests of the parties to determine whether the proposed rates are within a "zone of reasonableness".⁵ The "zone of reasonableness" is an elusive range where rates are not so high or so low as to be unlawful, and is a matter for Commission determination.⁶

11. Joint Movants posit that the Settlement Agreement does result in just and reasonable rates. The terms of the Settlement fall within the original positions of the parties and represent a compromise between those positions. Collectively, the interests represented in this matter are comprehensive and diverse, and include that of the companies, their customers and owners, and the public generally. As such the Commission can be assured that the varying interests represented by the parties have been weighed in reaching a compromise in this matter.

12. In summary, the Settlement Agreement is fair, reasonable, and fully supported by the record evidence. The Settlement was fully and fairly negotiated by the parties and the record in this docket demonstrates that the provisions of the Settlement will result in just and reasonable rates.

⁵ *Farmland Industries, Inc. v. State Corp. Comm 'n*, 24 Kan.App.2d 172, 195, 943 P.2d 470, 489 (1997).

⁶ *Id.*

e. Are the results of the Settlement in the public interest?

13. Joint Movants agree the Settlement Agreement is in the public interest and should be approved in its entirety and without modification by the Commission. Each party to this proceeding advocated for the interests of the party it represents. Sunflower and Wheatland have a duty to their customers and owners. Garden City represents itself and its citizens who pay the rates to be charged under the Settlement Agreement. KMEA represents its own interest and the interests of its customers and members. Staff represents the public interest generally, placing Staff in the position of weighing and balancing the interests of the companies, all classes of the companies' customers, and all other parties to the proceeding. Staff believes the Settlement Agreement is in the public interest because it produces rates agreeable to all parties and requires that future rates be based upon cost of service analysis.

14. "[T]he focus of the inquiry (in setting "just and reasonable rates") is properly on the end result or "total effect" of the rate order, rather than upon the rate-setting method employed."⁷ Because all parties have signed the Settlement Agreement, Joint Movants represent that the "total effect" of the Settlement reflects an equitable balancing of diverse interests and will result in just and reasonable rates.

15. Furthermore, administrative efficiencies are advanced and litigation costs are reduced by the Settlement Agreement and, therefore, the public interest is furthered by adoption of the Settlement Agreement.

WHEREFORE, Joint Movants respectfully request the Commission grant this Motion, thereby approving the attached Settlement Agreement, cancelling the hearing presently

⁷ *Kansas Gas and Electric*, 239 Kan. at 489.

scheduled for December 10-11, 2014, and issue an Order in this matter on or before December 22, 2014.

Respectfully submitted,

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(620) 792-2775 facsimile

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Order Issued Jan. 28, 2014
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COUNSEL FOR KANSAS MUNICIPAL
ENERGY AGENCY



MEMORANDUM

TO: Governing Body
FROM: Ashley Freburg, Communications Specialist
DATE: November 24, 2014
RE: Legislative Policy

CITY COMMISSION

ROY CESSNA,
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Issue

The Governing Body is asked to consider and approve the 2015 City of Garden City Legislative Policy Documents.

Background

Presented for your approval are the State and Federal editions of the City's 2015 Legislative Policy. The City's Legislative Policy outlines 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 2015 Legislative Policy documents as presented.
2. Modify and approve the 2015 Legislative Policy documents.
3. Do not approve the 2015 Legislative Policy documents and provide staff alternative direction.

Recommendation

Staff recommends that the Governing Body approve the 2015 Legislative Policy documents as presented.

Fiscal Note

None

CITY ADMINISTRATIVE

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301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
620.276.1160
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www.garden-city.org



City of Garden City

2015 Legislative Policy

Federal Edition



Summary Position

In 2015 the City of Garden City seeks to preserve the values and funding essential to effective local governance. The 2015 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 along with 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 2015 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:

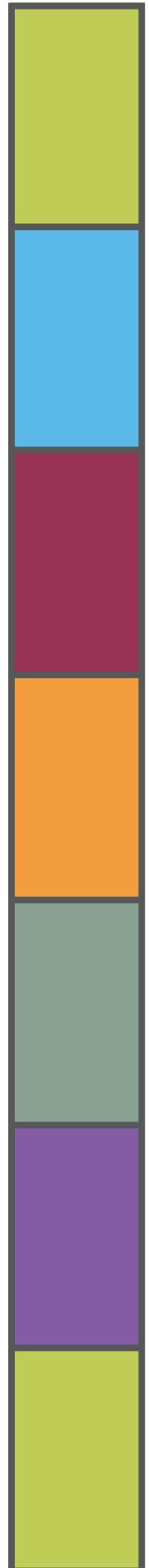
We oppose unfunded mandates. If the state or federal governments seek to promote particular policy objectives, an appropriate level of funding should accompany such mandates.

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

Advocate for the Rural Definition issue and its impact on communities, and commit ample time for public comment and collaboration with stakeholders before making any determination on eligibility.

Prevent disproportionate cuts to rural development programs. Such cuts affect rural housing, water/sewer, and business programs, all of which are vital to the continued prosperity of the economy in rural communities.

Provide the assistance of the USDA Rural Development to offer training in local housing associations, in programs such as the Direct Home Loans, Home Repair Loans and Grants, Mutual Self-Help Housing and Guaranteed Rural Housing Loans.

Provide funding of adequate staff levels or training for local entities to accommodate reasonable turn-around times for home loan processing.

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

In 2014 USDA incorporated rural communities of 20,000 to 35,000 into the USDA Rural Development programs. Since the inclusion, the growing number of applications has resulted in significant delays in the processing of home loans.

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.

The City of 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.

The City of Garden City 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 Southwest Kansas cities and provides a much-needed local approach to local housing needs.



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 not only requires 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.

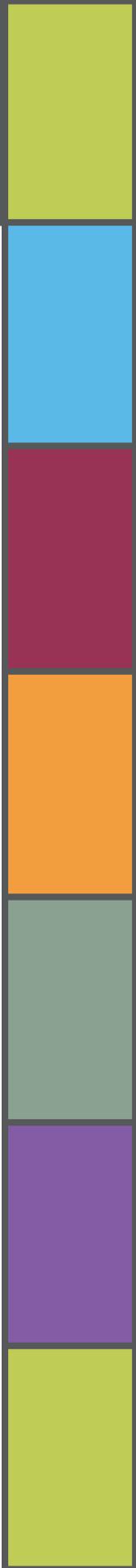
The City of Garden City believes that United States Citizenship and Immigration Services (USCIS) should continue to increase frequency of available mobile units in southwest Kansas as one way to reduce the time and distance barriers between immigrants and legal residency.

The City of Garden City wishes to continue to foster 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. As a result of the complexity and availability of immigration services, many immigrants who were previously in compliance with USCIS have lost legal status, and many refugees have had difficulty renewing and soliciting USCIS services. Therefore, immigration policy must be sensible, considering 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

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.

Airport Improvement Program Funding

Position

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

Support incorporating qualified classroom training for commercial pilot certification in order to meet the increasing demand for passenger air transportation service in Southwest Kansas communities.

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.

The City of Garden City supports increased FAA safety regulations; however, the qualifier of seat time has drastically reduced the number of qualified pilots under FAA regulations for Essential Air Service (EAS) thus resulting in canceled flights.

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 legislation that would erode federal funding for transportation and support a long term transportation bill.

Background

The Highway Trust Fund suffers from dwindling revenue. It cannot keep up with current funding needs, and cannot fund actual needed improvements. Congress should pass a long term transportation bill. It 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.

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

2015 Legislative Policy

State Edition



Summary Position

In 2015 the City of Garden City seeks to preserve the values and funding essential to effective local governance. The 2015 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 along with 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 2015 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:

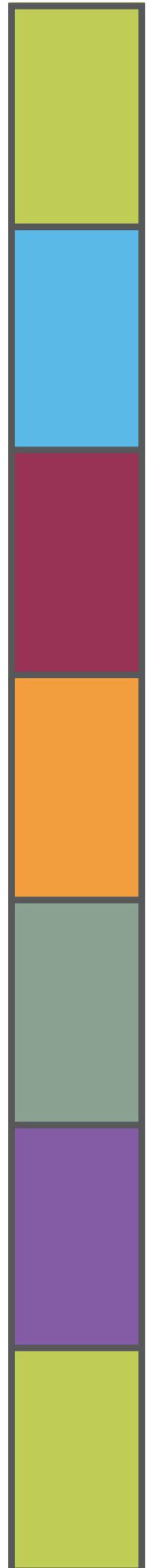
We oppose unfunded mandates. If the state or federal governments seek to promote particular policy objectives, an appropriate level of funding should accompany such mandates.

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

Advocate for the Rural Definition issue and its impact on communities, and commit ample time for public comment and collaboration with stakeholders before making any determination on eligibility.

Prevent disproportionate cuts to rural development programs. Such cuts affect rural housing, water/sewer, and business programs, all of which are vital to the continued prosperity of the economy in rural communities.

Provide the assistance of the USDA Rural Development to offer training in local housing associations, in programs such as the Direct Home Loans, Home Repair Loans and Grants, Mutual Self-Help Housing and Guaranteed Rural Housing Loans.

Provide funding of adequate staff levels or training for local entities to accommodate reasonable turn-around times for home loan processing.

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

In 2014 USDA incorporated rural communities of 20,000 to 35,000 into the USDA Rural Development programs. Since the inclusion, the growing number of applications has resulted in significant delays in the processing of home loans.

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.

The City of 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.

The City of Garden City 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 Southwest Kansas cities and provides a much-needed local approach to local housing needs.



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 not only requires 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 City of Garden City believes that United States Citizenship and Immigration Services (USCIS) should continue to increase frequency of available mobile units in southwest Kansas as one way to reduce the time and distance barriers between immigrants and legal residency.

The City of Garden City wishes to continue to foster 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. As a result of the complexity and availability of immigration services, many immigrants who were previously in compliance with USCIS have lost legal status, and many refugees have had difficulty renewing and soliciting USCIS services. Therefore, immigration policy must be sensible, considering 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.

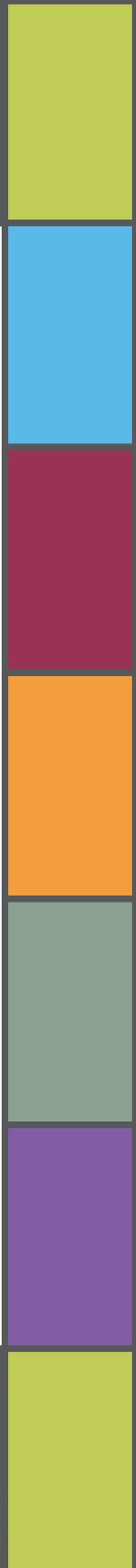
Air Transportation

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.





E911 Tax Uses

Position

Amend the available uses of revenues received from the Enhanced 911 grant fee per K.S.A. 12-5304 and 12-5330(b3).

Oppose diversion of E911 funds for other purposes.

Background

Garden City and other public entities in Finney County have committed to a seven-year funding plan to complete a \$2.3 million upgrade of the emergency radio communications system resulting from mandated changes in radio frequency assignments. It is requested that legislation be enacted to expand the purposes for which the E911 funds can be used by allowing use for the purposes set forth in KSA 12-5304. KSA12-5304 allows revenues to be used for recurring charges, capital improvements and other emergency communications related improvements. Availability of expanded E911 tax revenues will reduce the local property tax burden for mandated communications system improvements.

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:

A. 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.

B. Streamline and simplify investment and job creation tax credit programs.

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

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

D. 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.



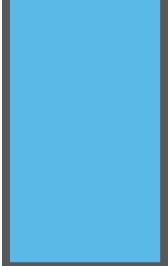
Education Funding

Position

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

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.



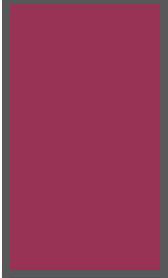
Employee Benefits

Position

The City of Garden City supports 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.



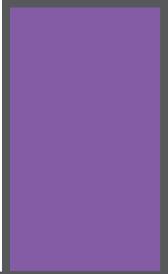
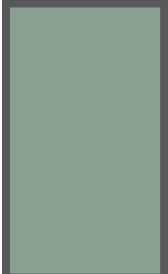
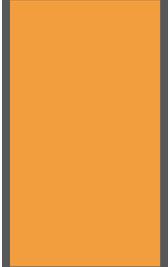
Intergovernmental Dialogue

Position

The City of Garden City supports current law regarding the use of state and local public money to provide information and advocate on behalf of Garden City and its citizens.

Background

Communication between all levels of government is critical to the successful delivery of public services to the citizens of Kansas. Representatives from cities provide facts and information that are crucial to intergovernmental relations, and as such, should have the same rights and responsibilities as private interest lobbyists.





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.



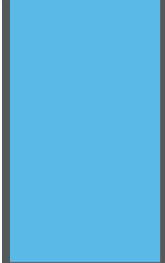
Transportation

Position

Oppose diversion of funds from the City-County Highway Fund for other purposes.

Background

The City-County Highway Fund is critical to maintaining local roads and should not be diverted for other purposes. Additionally, the City of Garden City supports correction of the distribution of funds to the Special City-County Highway Fund from the collection of fees on interstate commercial vehicles.



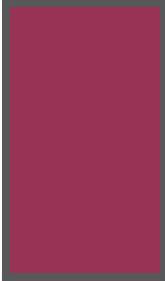
T-WORKS

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. The City of Garden City opposes any further use of these funds to balance the States' general fund budget. Any reduction in T-WORKS funding would jeopardize existing programs.



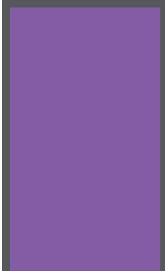
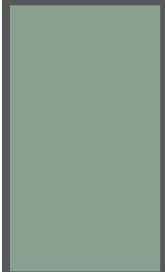
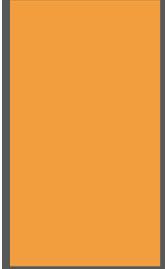
Water Use

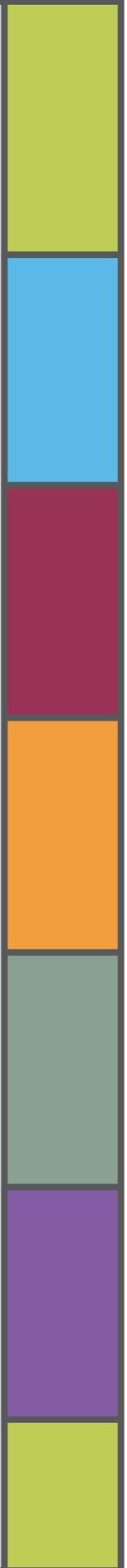
Position

The City of Garden City is dedicated to thoughtful water policy that enables cities to safely and effectively meet current and future water needs while also protecting resources.

Background

Many areas in Kansas are experiencing a decline in the quantity and quality of traditional water supplies and face severe drought conditions. Increased local involvement is critical to the successful implementation of the current Kansas Water Plan and the Vision for the Future of Water in Kansas plan which is intended to coordinate the management, conservation and development of the water resources across the state for the next 50 years. Garden City also strongly encourages the development of new and sustainable water supplies.







MEMORANDUM

TO: Governing Body
FROM: Ashley Freburg, Communications Specialist
DATE: November 24, 2014
RE: Legislative Policy

CITY COMMISSION

ROY CESSNA,
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Issue

The Governing Body is asked to consider and approve the 2015 Southwest Kansas Coalition Legislative Policy.

Background

Presented for your approval is the Southwest Kansas Coalition's 2015 Legislative Policy. The Legislative Policy outlines the policies and initiatives that member cities of the Southwest Kansas Coalition—Dodge City, Garden City, Liberal, and Hays—will ask elected representatives on the State and Federal levels to champion on their behalf.

The SKC Legislative Policy was reviewed and amended at the SKC Meeting in Dodge City on October 1. The governing bodies of each member city will review and approve the policy in order for it to be formally adopted. The minutes from that SKC meeting are also included for your review.

Alternatives

1. Approve the 2015 SKC Legislative Policy document as presented.
2. Do not approve the 2015 Legislative Policy documents and provide staff alternate direction.

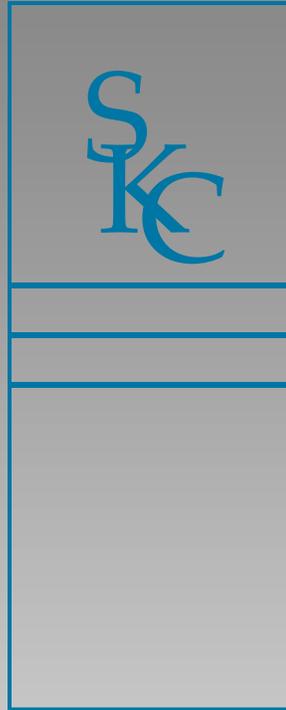
Recommendation

Staff recommends that the Governing Body approve the 2015 SKC Legislative Policy document as presented.

Fiscal Note

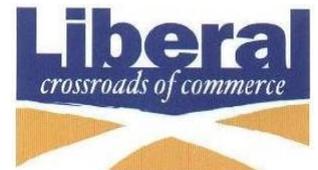
None

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Southwest Kansas Coalition

2015 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, SKC opposes 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. SKC supports increased flexibility for local governments to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

ENHANCED RAIL SERVICE

SKC supports enhanced passenger and freight rail service in Kansas. In particular, the Coalition strongly supports the continuation of Amtrak passenger rail service along the Southwest Chief line, which operates between Chicago and Los Angeles. SKC encourages 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 continued rehabilitation of existing housing stock is the best way to meet its housing demand. SKC recommends additional administrative staff to support USDA programs in Southwest Kansas communities.

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. SKC encourages 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.

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.

SKC Core Principles Continued

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 and serve as a critical resource for economic development and job creation. Without such, gap assistance many if not all redevelopment plans would be impossible to fulfill. These credits and grants provide valuable private investments that preserve history and heritage not only for today but for future generations.

PROPERTY TAX EXEMPTIONS

SKC believes 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

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

TAX SPENDING LID

SKC opposes any state-imposed limits on the taxing and spending authority of cities. SKC believes 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

In 2015, SKC is dedicated to thoughtful water policy that enables member-cities to safely and effectively meet water needs while also protecting resources. SKC believes increased local involvement is critical to the successful implementation of the current Kansas Water Plan and the Vision for the Future of Water in Kansas plan which is intended to coordinate the management, conservation and development of the water resources across the state for the next 50 years. SKC also strongly encourages the development of new and sustainable water supplies.

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. SKC opposes 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. SKC encourages continued support from the Congressional Delegation and the Kansas Legislature.

SKC supports 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.

Support incorporating qualified classroom training for commercial pilot certification in order to meet the increasing demand for passenger air transportation service in Southwest Kansas communities.

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.

SKC supports increased FAA safety regulations; however, the qualifier of seat time has drastically reduced the number of qualified pilots under FAA regulations for Essential Air Service (EAS) thus resulting in cancelled flights.

Housing

POSITION

Advocate for the Rural Definition issue and its impact on communities, and commit ample time for public comment and collaboration with stakeholders before making any determination on eligibility.

Prevent disproportionate cuts to rural development programs. Such cuts affect rural housing, water/sewer, and business programs, all of which are vital to the continued prosperity of the economy in rural communities.

Provide the assistance of the USDA Rural Development to offer training in local housing associations, in programs such as the Direct Home Loans, Home Repair Loans and Grants, Mutual Self-Help Housing and Guaranteed Rural Housing Loans.

Provide funding of adequate staff levels or training for local entities to accommodate reasonable turn-around times for home loan processing.

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.

SKC also encourages 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

In 2014 USDA incorporated rural communities of 20,000 to 35,000 into the USDA Rural Development programs. Since the inclusion, the growing number of applications has resulted in significant delays in the processing of home loans.

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. SKC wants to encourage the retention of these programs. However, SKC 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. SKC encourages 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.

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 pursuit 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 continue to increase frequency of available mobile units in southwest Kansas as one way to reduce the time and distance barriers between immigrants and legal residency.

The Coalition wishes to continue to foster 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. As a result of the complexity and availability of immigration services, many immigrants who were previously in compliance with USCIS have lost legal status, and many refugees have had difficulty renewing and soliciting USCIS services.

Therefore, immigration policy must be sensible, considering 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

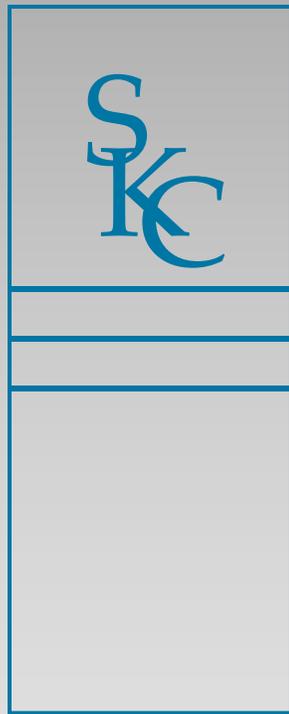
POSITION

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.

SKC supports increased transportation safety including continued funding for highway maintenance and infrastructure investment and efforts to promote traveler safety through driver's training and licensing programs



Southwest Kansas Coalition



Memo

To: Mayor & City Commission
From: Kaleb Kentner
CC: File
Date: November 14, 2014
Re: Board Appointments

Landmarks Commission:

Curt Kinney is a member of the Landmarks Commission whose term is set to expire December 31, 2014. Mr. Kinney has expressed interested in serving again. This is a three-year term set to expire December 31, 2017.

Bruce Glass is a member of the Landmarks Commission who is currently serving his second three-year term. Currently, no other citizens have expressed interest in serving on this board and Mr. Glass would like to serve a third term.

There are currently two other vacant positions on this board.

The following citizens have expressed interest in filling the vacant positions:

Valerie Hess

Planning Commission:

Brian Weber is a member of the Planning Commission whose term is set to expire December 31, 2014. Due to other commitments, Mr. Weber will be unable to serve a second term. This is a three-year term that will expire December 31, 2017.

The following citizens have expressed interest in replacing Mr. Weber:

Scott Stewart
Brian Schwindt
Chris Gronquist
Vicki Germann
Kim Inderlied
Valerie Hess

Garden City Board of Zoning Appeals:

Bruce Glass is a member of the GCBZA whose term is set to expire December 31, 2014. Mr. Glass has expressed interest in serving another term. This is a three-year term to expire December 31, 2017.

Building Safety Board of Appeals:

Roger Unruh is a member of the BSBA whose term expired August 1, 2014. Mr. Unruh has expressed interest in serving another term. This is a two-year term to expire August 1, 2016.

Recommendations:

Staff recommends appointments be made by the City Commission to fill the vacant positions available after December 31, 2014.

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

INSPECTIONS
620-276-1120

inspection@garden-city.org

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

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

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

ADVISORY BOARD MEMBERS									
PLANNING COMMISSION	TERM	TERM EXPIRATION	MEMBER REPRESENTATIVE	HOME #	WORK#	CELL#	EMAIL	ADDRESS	PACKET
BRIAN WEBER	3 YEAR	12/31/2014	CITY	253-0255	225-7700	253-0255	uhweber@gmail.com	506 ALYSSA CT., GC	EMAIL
MARC GIGOT	3 YEAR	12/31/2014	COUNTY	276-7705	275-6131	277-5445	mgigot@wbsnet.org	3315 CHEYENNE AUTUMN DR, GC	EMAIL
DOUG LAUBACH	3 YEAR	12/31/2014	COUNTY	272-0712			dlaubach@cox.net	PO BOX 1012, GC	EMAIL
TANNER LUCAS	3 YEAR	12/31/2015	CITY	275-4991	275-4128		tannerslucas@gmail.com	2430 BELMONT PL, GC	EMAIL
KEN RISHEL	3 YEAR	12/31/2015	CITY -CHAIRMAN			521-6200	kenrishel@inbox.com	2703 REBEL RD, GC	EMAIL
BOB LAW	3 YEAR	12/31/2015	COUNTY	276-8487			laws-r-us@cox.net	2705 N. REBEL RD. GC	MAIL
CAITLYN HANNEMAN	3 YEAR	12/31/2016	HOLCOMB			805-9878	caitlyn@amsheartland.com	PO BOX 107, HOLCOMB	EMAIL
JIM HOWARD	3 YEAR	12/31/2016	AT LARGE	276-6658	275-8200	272-6736	jhoward@arcrealstate.com	2920 SQUIRE, GC	MAIL
MARIO LOPEZ	3 YEAR	12/31/2016	CITY- VICE CHAIRMAN	275-7520	272-9171	271-4872	margin01@hotmail.com	1402 E. FAIR, GC	MAIL
LANDMARK COMMISSION									
BRUCE GLASS	3 YEAR	12/31/2014	ARCHITECT-CHAIRMAN	275-6481	271-0852		thearchitect@gcnet.com	305 N. MAIN, GC	EMAIL
CURT KINNEY	3 YEAR	12/31/2014	INTERESTED CITIZEN	276-2100	275-9687		rc1kinney@sbcglobal.net		EMAIL
BRIAN NELSON	3 YEAR	12/31/2015	INTERESTED CITIZEN	640-0470	276-6243		brianj.nelson04@gmail.com		EMAIL
VACANT	3 YEAR	12/31/2015							
VACANT									
BOARD OF APPEAL MEMBERS									
GCBZA									
KEN RISHEL	3 YEAR	12/31/2014				521-6200	kenrishel@inbox.com	2703 REBEL RD, GC	EMAIL
BRUCE GLASS	3 YEAR	12/31/2014	ARCHITECT	275-6481	271-0852		thearchitect@gcnet.com	305 N. MAIN, GC	EMAIL
ROY DIXON	3 YEAR	12/31/2015		785-694-3247			roy.dixon@sbcglobal.net	1916 LABRADOR #2, GC	EMAIL
LINDA ADAMS	3 YEAR	12/31/2015	VICE-CHAIRMAN		275-8955	521-0566	bachreincarnated@yahoo.com	1118 PERSHING, GC	EMAIL
JARED HOFFMAN	3 YEAR	12/31/2016			276-3244		jhoffman@gmcnarchitects.com	914 AMY, GC	EMAIL
FCBZA									
BILL HARMON	4 YEAR	12/31/2017		275-9597		521-7000		5550 N. 16 MILE RD, GC	MAIL
JON FORT	4 YEAR	12/31/2014	CHAIRMAN	275-9557	275-8200	272-1341	jfort@arcrealstate.com	5975 KOEHN AVE, GC	MAIL
DOUG LAUBACH	4 YEAR	12/31/2017		272-0712			dlaubach@cox.net	PO BOX 1012, GC	EMAIL
HBZA									
LORA SCHNEIDER	1 YEAR	2/1/2015				785-766-4491		206 SYDNEE LN, HOLCOMB	MAIL
JON MEDINA	2 YEAR	2/1/2016				521-8218		106 BARBER AVE, HOLCOMB	MAIL
RON SCHREIBVOGAL	3 YEAR	2/1/2016		277-2262		287-4927		202 SHARAE AVE, HOLCOMB	MAIL
CAITLYN HANNEMAN	2 YEAR	2/1/2015	CHAIRMAN			805-9878		PO BOX 107, HOLCOMB	MAIL
DELMER ROBINSON	1 YEAR	2/1/2014				272-6709		106 SHALYN PLACE, HOLCOMB	MAIL
BUILDING SAFETY B OF A									
JARED HOFFMAN	2 YEAR	8/1/2015	LICENSED ARCHITECT		276-3244		jhoffman@gmcnarchitects.com	914 AMY, GC	EMAIL
DAVE GILKISON	2 YEAR	8/1/2015	AT LARGE CITIZEN	620-271-4073					
HARVEY BRUNGARDT	2 YEAR	8/1/2015	LICENSED PLUMBER	620-272-6936					
ROGER UNRUH	2 YEAR	8/1/2014	LICENSED ELECTRICIAN	620-260-5252					
SAM MCMILLAN	3 YEAR	8/1/2015	LICENSED MASTER MECHANICAL						
MEL TRAVERS	3 YEAR	8/1/2015	LICENSED RES CONTRACTOR	620-521-2958					
MATT LEE	3 YEAR	8/1/2015	LICENSED COMM CONTRACTOR	620-290-3413					

Thursday

GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or Advisory Board/Committee.

NAME: Valerie Hess HOME PHONE: 620 275 6586 ^{WORK}

ADDRESS: 1250 Northshore WORK PHONE: 620 805 2938

E-MAIL ADDRESS: labrier2012@gmail.com

OCCUPATION (if employed): Store mgr

PLACE OF EMPLOYMENT: The Buckle

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 8 years

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

helping community and helping with family & kids event in community for our town

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:

Superintendent - Attn: John Washington
Garden City Recreation Commission
310 N 6th St
Garden City KS 67846

Email: john.washington@gardencityks.us

GARDEN CITY IS MY TOWN TOO!

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

NAME: SCOTT STEWART HOME PHONE: 275-5027

ADDRESS: 1612 Windy View Dr WORK PHONE: 275-2188

E-MAIL ADDRESS: scott7stewart@gmail.com

OCCUPATION (if employed): SALES MGR / SALES

PLACE OF EMPLOYMENT: WEBER HEATING & REFRIGERATION

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 26 yrs

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

RECRUITED BY PLANNING COMMISSION THAT IS
STEPPING DOWN AT END OF TERM IN DECEMBER

*Member
Brian Weber*

OTHER APPLICABLE EXPERIENCE: PLANNING/DESIGNING/ENGINEERING
OF HVAC SYSTEMS - DEALING WITH & ASSISTING CONTRACTORS

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

Airport Advisory Board

Alcohol Fund Advisory Committee

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority

Parks & Tree Board

Planning Commission

Police/Citizen Board

Public Utilities Advisory Board

Recreation Commission

Traffic Advisory Committee

Zoning Board of Appeals

RETURN THIS FORM TO:

City Manager's Office - Attn: Celyn
City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998

I didn't include this on the application, but Brian thought I should mention that I served for 3 yrs on the citizen advisory committee for USD 457 budgeting & served on several committees with the chamber, including School to Work & Crystal Apple. Call me if you have any questions!

GARDEN CITY IS MY TOWN TOO!

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

NAME: Brian Schwandt HOME PHONE: ^{cell} 785.383.3596

ADDRESS: 502 Campusview #2 WORK PHONE: 276.6971

OCCUPATION (if employed): Mktg/Bus. Dev./HR/Arts/Spencer

PLACE OF EMPLOYMENT: First National Bank of Garden City

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? Born & Raised

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

TO learn more about G.C., learn how the decisions are made, take part in & be in the decision making process.

OTHER APPLICABLE EXPERIENCE: CIP, served on multiple boards in community, volunteer for many org's/events in community

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

- Airport
- Alcohol Fund Advisory Board
- Building Safety Board of Appeals
- Cultural Relations
- Golf
- Environmental Issues Board
- Landmarks Commission
- Local Housing Authority
- Lee Richardson Zoo
- Parks & Tree
- Planning Commission
- Police/Citizen
- Recreation Commission
- Traffic Committee
- Youth Council
- 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

GARDEN CITY IS MY TOWN TOO!

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

NAME: Chris Gronquist HOME PHONE: 620-640-1286

ADDRESS: 165 Honeybee Ct. WORK PHONE: 620-275-4421

E-MAIL ADDRESS: ChrisGr@WCNIX.ORG

OCCUPATION (if employed): Site Manager

PLACE OF EMPLOYMENT: Finney County Landfill

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 18 months

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

I want to get involved in my community, give back to my community and help it grow.

OTHER APPLICABLE EXPERIENCE: President of HOA - 2009 + 2010 165 residences.
Director of Training @ Grant Stride Scuba.

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

Local Housing Authority

Zoning Board of Appeals

RETURN THIS FORM TO:

City Manager's Office - Attn: Celyn
City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998

GARDEN CITY IS MY TOWN TOO!

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

NAME: Vicki Germann HOME PHONE: 620-271-2868

ADDRESS: 3312 Primrose WORK PHONE: 620-275-7248

E-MAIL ADDRESS: vgermann@cox.net

OCCUPATION (if employed): Ophthalmic Technician

PLACE OF EMPLOYMENT: Fry Eye Associates

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? life

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION: I am on the board of Garden City Builders Association, and serve as secretary, my husband is a local contractor, and I am embarking on a career in Real Estate. I have a passion for Garden City, local government and especially the housing industry.

OTHER APPLICABLE EXPERIENCE: I am on the Board of Directors for GC DTV and have participated on the Capital Improvement Committee and the Master Planning Committee

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

- Airport
- Alcohol Fund Advisory Board
- Building Safety Board of Appeals
- Cultural Relations
- Golf
- Environmental Issues Board
- Landmarks Commission
- Local Housing Authority
- Lee Richardson Zoo
- Parks & Tree
- Planning Commission
- Police/Citizen
- Recreation Commission
- Traffic Committee
- Youth Council
- 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

GARDEN CITY IS MY TOWN TOO!

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

NAME: Kimberlee Inderlied HOME PHONE: (918) 269-1455

ADDRESS: 1717 Old Manor Rd. WORK PHONE: (420) 276-0607

E-MAIL ADDRESS: kinderlied@finneycounty cub. com

OCCUPATION (if employed): Executive Director

PLACE OF EMPLOYMENT: Finney County Convention & Visitors Bureau

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

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

Give back to the community; stay informed about issues; discover ways CUB can help the community

OTHER APPLICABLE EXPERIENCE: I currently serve as VP for the board of Garden City Arts, and I am a member of the board of Friends of Lee Richardson Zoo.

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

Airport Advisory Board

Alcohol Fund Advisory Committee

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority

Parks & Tree Board

Planning Commission

Police/Citizen Board

Public Utilities Advisory Board

Recreation Commission

Traffic Advisory Committee

Zoning Board of Appeals

RETURN THIS FORM TO:

City Manager's Office - Attn: Celyn
City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998



Garden City Recreation

310 N. 6th, Garden City, Kansas 67846 – Phone: 620-276-1200 Fax: 620-276-1203 – email: grec@garden-city.org

Memo

To: City of Garden City, Commissioner's

From: John H. Washington

Subject: Reappointment of Board Member

The Garden City Recreation Commission Board is seeking for reappointment Torre Mohler for a 4 year term starting in January of 2015 and ending in January of 2019. Ms. Mohler replaced the role of Holy Chandler in December of 2013.

Thank You!

John H. Washington, Supt. of Recreation

**Garden City Recreation Commission
2014 Board Members**

Myca Bunch 1511 E Fulton St GC Area Chamber of Commerce mbunch@gardencitychamber.net	(July 2014) 620-290-4534 620-276-3264 ext 204 (Replaced David DuVall)	Appoint 07/15/2014 (Finish David's term)	Expires 02/2016
Alyssa Benavidez 2801 Eldorado Bank of West Alyssab84@gmail.com	(April 2014) 316-308-2693 620-276-7000 (Replaced Maria Hardwick)	Appoint 04/2014	Expires 02/2018
Marcus Ramos 2514 N 7 th St Tatro Plumbing marcus@tatroplumbing.com	(February 2013) 620-640-3683 620-277-2167 (Replaced Greg Hands)	Appoint 02/2013	Expires 02/2017
Anna Urrutia PO Box 2433 Alta Brown Elementary aurrutia@gckschools.com cell phone	(February 2012) 620-640-1418 620-805-7253 (Literacy Coach) (GCRC Board Appointed) (Replaced Gayenelle Beasley) 620-640-0845	Appoint 01/2012	Expires 02/2016
Torre Mohler 2138 A Pioneer Rd Commerce Bank Torre.mohler@commercebank.com	(December 2013) 620-640-5047 620-276-5623 (Replaced Holly Chandler)	Appoint 12/2013 (Finish Holly's term)	Expires 02/2015

Consent Agenda

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of December, 2014, 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, 2015, and end December 31, 2015. 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 Fifty Dollars (\$350.00) 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 Twenty-five Dollars (\$225.00) 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 One Hundred Dollars (\$100.00) 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 One Hundred Dollars (\$100.00). 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) in the amount of Three Hundred Fifty Dollars (\$350.00) 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 Twenty-five Dollars (\$225.00) 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.

ATTEST:

CELYN N. HURTADO, City Clerk

Date

11/20/14

COUNSEL

ROBERT J. KENNINGTON #79814

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of December, 2014, by and between the CITY OF GARDEN CITY, KANSAS (CITY), and BORS LAW, P.A. (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, 2015, and end December 31, 2015. 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 Fifty Dollars (\$350.00) 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 Twenty-five Dollars (\$225.00) 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 One Hundred Dollars (\$100.00) 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 One Hundred Dollars (\$100.00). 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) in the amount of Three Hundred Fifty Dollars (\$350.00) 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 Twenty-five Dollars (\$225.00) 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 it is an independent contractor, and not an employee of CITY.

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

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

10. GENERAL COVENANTS.

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

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

To COUNSEL: Lara Blake Bors
Bors Law, P.A.
118 West Pine Street
Garden City, Kansas 67846

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

- (b) This instrument incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.
- (c) This Agreement may be amended, changed, or modified only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

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

CITY OF GARDEN CITY, KANSAS

Date

By _____
ROY CESSNA, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

BORS LAW, P.A.

October 13, 2014
Date



LARA BLAKE BORS

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of December, 2014, by and between the CITY OF GARDEN CITY, KANSAS (CITY), and STEPHEN COTT (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.

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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 One Hundred Dollars (\$100.00). 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) in the amount of Three Hundred Fifty Dollars (\$350.00) 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 Twenty-five Dollars (\$225.00) 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.

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ATTEST:

CELYN N. HURTADO, City Clerk

COUNSEL



STEPHEN COTT

Date

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor



MEMORANDUM

PUBLIC UTILITIES DEPARTMENT

MIKE MUIRHEAD
Public Utilities
Director
301 N 8th St
620.276.1577

CLIFF SONNENBERG
Electric Service's Center
Superintendent
140 Harvest Ave
620.276.1290

FRED JONES
Water Department
Resource Manager
106 S 11th St
620.276.1292

ED BORGMAN
Waste Water
Superintendent
345 S Jennie Barker Rd
620.276.1281

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

TO: Governing Body

THRU: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: November 24, 2014

RE: Purchased Vehicle for Electric Utilities Division

ISSUE:

Bids were received on November 21, 2014 for one (1) new, 2015, 4-door sedan vehicle to be purchased for use by the Electric Utilities Division.

BACKGROUND:

The Electric Utilities Division will use this vehicle for in-town general use and out of town travel.

Seven bids were received from two (2) local dealers. Six of the seven bids did not meet the specifications outlined in the bid request.

ALTERNATIVES:

1. The Governing Body may accept the recommended bid and approve the purchase.
2. The Governing Body may reject the bid, accept another bid, or defer action until a later date.

RECOMMENDATION:

Staff recommends accepting the bid from Western Motor Company of Garden City, KS, in the amount of \$28,495.00 for the 2015 Honda Accord EX-L.

FISCAL NOTE:

The Electric Utilities Division budget contains adequate funds to purchase this vehicle (068-41-411-6100.08).



**City of Garden City
Electric Utilities Division**

**Summary of Bids
21 November 2014 @ 10:00 a.m.**

**PUBLIC UTILITIES
DEPARTMENT**

MIKE MUIRHEAD
Public Utilities
Director
301 N 8th St
620.276.1577

CLIFF SONNENBERG
Electric Service's Center
Superintendent
140 Harvest Ave
620.276.1290

FRED JONES
Water Department
Resource Manager
106 S 11th St
620.276.1292

ED BORGMAN
Waste Water
Superintendent
345 S Jennie Barker Rd
620.276.1281

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

PURCHASE VEHICLE

Bidder	Total Bid Amount	Description	Meets Specs.
The Western Motor Company	\$20,500.00	4-cyl. 2014 Honda Accord (4-door) LX FWD	NO
The Western Motor Company	\$21,995.00	4-cyl. 2014 Honda CRV LX FWD	NO
Burtis Motor Company	\$22,570.00	4-cyl. 2015 Ford Fusion SE FWD	NO
The Western Motor Company	\$24,500.00	4-cyl. 2015 Honda CRV LX AWD	NO
The Western Motor Company	\$22,995.00	4-cyl. 2014 Honda CRV LX AWD	NO
The Western Motor Company	\$21,700.00	4-cyl. 2015 Honda Accord (4-door) LX FWD	NO
The Western Motor Company	\$28,495.00	6-cyl. 2015 Honda Accord (4-door) EX-L FWD	YES

2015 four (4) door sedan or crossover:

Type of Vehicle 2015 HONDA ACCORD 4DR. EX-L V6

Delivery time in weeks from date of order being placed: IN STOCK weeks. The bidder further agrees that the delivery of said vehicle(s) will be on or before December 19, 2014 and that the City of Garden City will not render payment for said vehicles until after such delivery date in 2014.

GROSS LIST PRICE \$ 31,285.⁰⁰

LESS TAXES \$ -

NET LIST PRICE \$ 31,285.⁰⁰

LESS CITY DISCOUNT \$ -

NET CITY COST \$ 28,495.⁰⁰

MONTHLY LEASE PAYMENT \$ -

Delivery time in weeks from date of order being placed: _____ weeks

Bid submitted on 20 day of _____ 20____.
(Day) (Month)

Bid Submitted by: [Signature]
(Signature)
WESTERN MOTOR CO.
(Company)

3 IN STOCK
AS OF 11/20/14

The bidder agrees if his proposal is accepted to guarantee the design, material and workmanship of the unit bid upon per the current factory warranty, and to replace free of charge F.O.B. delivery point, any parts that fail to meet this guarantee. Any part or assembly parts failing due to design, material or workmanship within the warranty period must be replaced by the bidder free of charge to the City of Garden City, Kansas, and any labor involved in these failures must be furnished or paid for by the bidder for the warranty period. The dealer shall furnish a properly executed service and warranty with the vehicles.

Inspection of the vehicles will be made as soon as possible. Vehicles with missing equipment or otherwise failing to meet or comply with specification will not be accepted and will become the vendor's responsibility.

The City of Garden City is tax exempt. Total bid is to be F.O.B. Garden City, Kansas. The City of Garden City reserves the right to reject any and all bids. The bidder shall also follow the attached sheets "Instructions to Bidders" and "Conditions".

21 MPG - CITY
34 MPG - HWY

SPARE TIRE/NOT FULL SIZE

NO CASSETTE PLAYER

MEETS OR EXCEEDS ALL OTHER SPECS

2015 four (4) door sedan or crossover:

Type of Vehicle 2015 HONDA CRV LX - ALL WHEEL DRIVE

Delivery time in weeks from date of order being placed: ^{approx} 2-4 weeks. The bidder further agrees that the delivery of said vehicle(s) will be on or before December 19, 2014 and that the City of Garden City will not render payment for said vehicles until after such delivery date in 2014.

GROSS LIST PRICE \$ 25,400.00

LESS TAXES \$ -

NET LIST PRICE \$ 25,400.00

LESS CITY DISCOUNT \$ -

NET CITY COST \$ 24,500.00

MONTHLY LEASE PAYMENT \$ -

Delivery time in weeks from date of order being placed: ^{approx} 2-4 weeks

Bid submitted on 20th day of NOV. 202014
(Day) (Month)

Bid Submitted by: [Signature]
(Signature)
WESTERN MOTOR CO.
(Company)

The bidder agrees if his proposal is accepted to guarantee the design, material and workmanship of the unit bid upon per the current factory warranty, and to replace free of charge F.O.B. delivery point, any parts that fail to meet this guarantee. Any part or assembly parts failing due to design, material or workmanship within the warranty period must be replaced by the bidder free of charge to the City of Garden City, Kansas, and any labor involved in these failures must be furnished or paid for by the bidder for the warranty period. The dealer shall furnish a properly executed service and warranty with the vehicles.

Inspection of the vehicles will be made as soon as possible. Vehicles with missing equipment or otherwise failing to meet or comply with specification will not be accepted and will become the vendor's responsibility.

The City of Garden City is tax exempt. Total bid is to be F.O.B. Garden City, Kansas. The City of Garden City reserves the right to reject any and all bids. The bidder shall also follow the attached sheets "Instructions to Bidders" and "Conditions".

26 mpg - CITY

33 mpg - HWY

NO CASSETTE PLAYER

X 4CYL. 185 hp

MEETS OR EXCEEDS ALL OTHER SPECS

2015 four (4) door sedan or crossover:

Type of Vehicle 2015 HONDA ACCORD 4dr LX

Delivery time in weeks from date of order being placed: IN STOCK weeks. The bidder further agrees that the delivery of said vehicle(s) will be on or before December 19, 2014 and that the City of Garden City will not render payment for said vehicles until after such delivery date in 2014.

GROSS LIST PRICE \$ 23695.⁰⁰

LESS TAXES \$ -

NET LIST PRICE \$ 23695.⁰⁰

LESS CITY DISCOUNT \$ -

NET CITY COST \$ 21,700.⁰⁰

MONTHLY LEASE PAYMENT \$ -

Delivery time in weeks from date of order being placed: _____ weeks

Bid submitted on 20TH day of NOV. 2014.

2 IN STOCK
AS of 11/20/14

Bid Submitted by: [Signature]
(Signature)
WESTERN MOTOR CO.
(Company)

The bidder agrees if his proposal is accepted to guarantee the design, material and workmanship of the unit bid upon per the current factory warranty, and to replace free of charge F.O.B. delivery point, any parts that fail to meet this guarantee. Any part or assembly parts failing due to design, material or workmanship within the warranty period must be replaced by the bidder free of charge to the City of Garden City, Kansas, and any labor involved in these failures must be furnished or paid for by the bidder for the warranty period. The dealer shall furnish a properly executed service and warranty with the vehicles.

Inspection of the vehicles will be made as soon as possible. Vehicles with missing equipment or otherwise failing to meet or comply with specification will not be accepted and will become the vendor's responsibility.

The City of Garden City is tax exempt. Total bid is to be F.O.B. Garden City, Kansas. The City of Garden City reserves the right to reject any and all bids. The bidder shall also follow the attached sheets "Instructions to Bidders" and "Conditions".

27 MPG - CITY

36 MPG - HWY

NO CASSETTE PLAYER

* 4CYL 185 hp

MEETS OR EXCEEDS ALL OTHER SPECS

SPARE TIRE / NOT FULL SIZE

2015 four (4) door sedan or crossover:

Type of Vehicle 2014 HONDA ACCORD 4dr. LX

Delivery time in weeks from date of order being placed: IN STOCK weeks. The bidder further agrees that the delivery of said vehicle(s) will be on or before December 19, 2014 and that the City of Garden City will not render payment for said vehicles until after such delivery date in 2014.

GROSS LIST PRICE \$ 23545.⁰⁰

LESS TAXES \$ —

NET LIST PRICE \$ 23545.⁰⁰

LESS CITY DISCOUNT \$ —

NET CITY COST \$ 20,500.⁰⁰

MONTHLY LEASE PAYMENT \$ —

Delivery time in weeks from date of order being placed: _____ weeks

3 IN STOCK
AS OF 11/20/14

Bid submitted on 20th day of NOV. 2014.
(Day) (Month)

Bid Submitted by: [Signature]
(Signature)
WESTERN MOTOR CO.
(Company)

The bidder agrees if his proposal is accepted to guarantee the design, material and workmanship of the unit bid upon per the current factory warranty, and to replace free of charge F.O.B. delivery point, any parts that fail to meet this guarantee. Any part or assembly parts failing due to design, material or workmanship within the warranty period must be replaced by the bidder free of charge to the City of Garden City, Kansas, and any labor involved in these failures must be furnished or paid for by the bidder for the warranty period. The dealer shall furnish a properly executed service and warranty with the vehicles.

Inspection of the vehicles will be made as soon as possible. Vehicles with missing equipment or otherwise failing to meet or comply with specification will not be accepted and will become the vendor's responsibility.

The City of Garden City is tax exempt. Total bid is to be F.O.B. Garden City, Kansas. The City of Garden City reserves the right to reject any and all bids. The bidder shall also follow the attached sheets "Instructions to Bidders" and "Conditions".

27 MPG - CITY

36 MPG - HWY

NO CASSETTE PLAYER

4CYL 185 HP

MEETS OR EXCEEDS ALL OTHER SPECS

SPARE TIRE / NOT FULL SIZE

2015 four (4) door sedan or crossover:

Type of Vehicle 2014 HONDA CRV LX - ALL WHEEL DRIVE

Delivery time in weeks from date of order being placed: 1 IN STOCK weeks. The bidder further agrees that the delivery of said vehicle(s) will be on or before December 19, 2014 and that the City of Garden City will not render payment for said vehicles until after such delivery date in 2014.

GROSS LIST PRICE	\$	<u>25025.⁰⁰</u>
LESS TAXES	\$	<u>-</u>
NET LIST PRICE	\$	<u>25025.⁰⁰</u>
LESS CITY DISCOUNT	\$	<u>-</u>
NET CITY COST	\$	<u>22995.⁰⁰</u>
MONTHLY LEASE PAYMENT	\$	<u>-</u>

Delivery time in weeks from date of order being placed: _____ weeks

Bid submitted on 20th day of NOV. 2014.
(Day) (Month)

1 in STOCK
AS of 11/19/14

Bid Submitted by: Buzzy James
(Signature)
WESTERN MOTOR CO.
(Company)

The bidder agrees if his proposal is accepted to guarantee the design, material and workmanship of the unit bid upon per the current factory warranty, and to replace free of charge F.O.B. delivery point, any parts that fail to meet this guarantee. Any part or assembly parts failing due to design, material or workmanship within the warranty period must be replaced by the bidder free of charge to the City of Garden City, Kansas, and any labor involved in these failures must be furnished or paid for by the bidder for the warranty period. The dealer shall furnish a properly executed service and warranty with the vehicles.

Inspection of the vehicles will be made as soon as possible. Vehicles with missing equipment or otherwise failing to meet or comply with specification will not be accepted and will become the vendor's responsibility.

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22 mpg - CITY

30 mpg - HWY

NO CASSETTE PLAYER

4 cYL, 185 hp

MEETS OR EXCEEDS ALL OTHER SPECS

2015 four (4) door sedan or crossover:

Type of Vehicle 2014 HONDA CRV LX - FRONT WHEEL DRIVE

Delivery time in weeks from date of order being placed: 2 IN STOCK weeks. The bidder further agrees that the delivery of said vehicle(s) will be on or before December 19, 2014 and that the City of Garden City will not render payment for said vehicles until after such delivery date in 2014.

GROSS LIST PRICE \$ 23950.⁰⁰

LESS TAXES \$ -

NET LIST PRICE \$ 23950.⁰⁰

LESS CITY DISCOUNT \$ -

NET CITY COST \$ 21995.⁰⁰

MONTHLY LEASE PAYMENT \$ -

Delivery time in weeks from date of order being placed: _____ weeks

2 IN STOCK
AS OF 11/19/14

Bid submitted on 20th day of NOV. 2014.
(Day) (Month)

Bid Submitted by: [Signature]
(Signature)
WESTERN MOTOR CO.
(Company)

The bidder agrees if his proposal is accepted to guarantee the design, material and workmanship of the unit bid upon per the current factory warranty, and to replace free of charge F.O.B. delivery point, any parts that fail to meet this guarantee. Any part or assembly parts failing due to design, material or workmanship within the warranty period must be replaced by the bidder free of charge to the City of Garden City, Kansas, and any labor involved in these failures must be furnished or paid for by the bidder for the warranty period. The dealer shall furnish a properly executed service and warranty with the vehicles.

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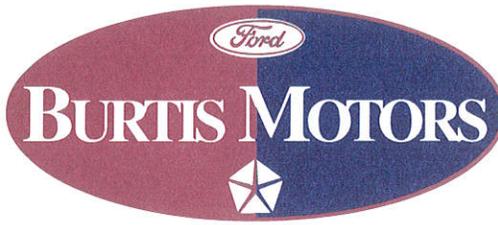
23 MPG - CITY

31 MPG - HWY

NO CASSETTE PLAYER

4 CYL. 185 hp

MEETS or EXCEEDS ALL OTHER SPECS



City of Garden City
 Box 998
 Garden City, Ks. 67846

Electric Dept.

2015 Ford Fusion Se FWD
 2.5 Liter I-4 Engine (V6-N/A)
 6-Speed Automatic Trans. W/Select Shift
 SE Appearance Package
 18" Painted Wheels
 SE My Ford Touch Package
 Reverse Sensing package
 Dual Zone Air Conditioning
 Front License Plate Bracket
 Rear Deck lid Spoiler
 Fog Lamps
 Sync System, 1 Year Prepaid Subscption (One Phone)
 10 Way Power Seat Driver 6-Way power Seat Passenger
 Keyless Entry Keypad W/Remote Keyless Entry
 Power Door Locks and Power Windows
 Power aND Heated Exterior Mirrors
 AM/FM Stereo/MP3 ?Single CD
 Cruise Control, Tilt and Telescoping Steering Column
 Rear Window Defroster
 Rer View Camera
 Destination Charges
 MSRP: \$ 26,355.00

Purchase Price:	\$ 22,569.00
Ks. Excise Tax:	1.00
Total:	<u>\$ 22,570.00</u>

Eldon Dailey
 Eldon Dailey
 Burtis Motor Co.
 Garden city, Ks.

November 18, 2014

2015 four (4) door sedan or crossover:

Type of Vehicle 2015 Ford Fusion SE FWD

Delivery time in weeks from date of order being placed: 4 to 5 weeks. The bidder further agrees that the delivery of said vehicle(s) will be on or before **December 19, 2014** and that the City of Garden City will not render payment for said vehicles until after such delivery date in 2014.

GROSS LIST PRICE	\$ <u>26,355.00</u>
LESS TAXES	\$ <u>-0-</u>
NET LIST PRICE	\$ <u>26,355.00</u>
LESS CITY DISCOUNT	\$ <u>-3,765.00</u>
NET CITY COST	\$ <u>22,570.00</u>
MONTHLY LEASE PAYMENT	\$ <u>8,078.86</u>

Delivery time in weeks from date of order being placed: 4 to 5 weeks

Bid submitted on 18 day of November 20 14
(Day) (Month)

Bid Submitted by: Eldon Dailey
(Signature)
Burtis Motor Co.
(Company)

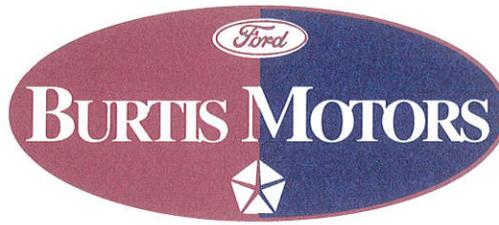
The bidder agrees if his proposal is accepted to guarantee the design, material and workmanship of the unit bid upon per the current factory warranty, and to replace free of charge F.O.B. delivery point, any parts that fail to meet this guarantee. Any part or assembly parts failing due to design, material or workmanship within the warranty period must be replaced by the bidder free of charge to the City of Garden City, Kansas, and any labor involved in these failures must be furnished or paid for by the bidder for the warranty period. The dealer shall furnish a properly executed service and warranty with the vehicles.

Inspection of the vehicles will be made as soon as possible. Vehicles with missing equipment or otherwise failing to meet or comply with specification will not be accepted and will become the vendor's responsibility.

The City of Garden City is tax exempt. Total bid is to be F.O.B. Garden City, Kansas. The City of Garden City reserves the right to reject any and all bids. The bidder shall also follow the attached sheets "Instructions to Bidders" and "Conditions".



LINCOLN



November 18, 2014

Electric Dept.

Exceptions:

Inline 4 Cylinder V6 N/A

Mini Spare Tire & Wheel: Full Size N/A

Prices exclude Parts and Service Manuals, which are no longer in print

3 Lease Plan w/3 Annual Payment	
2015 Ford Fusion SE FWD	Purchase Price \$22570.00
Underwriting Fee:	425.00
Total	<u>\$22995.00</u>

3 Annual Payments \$ 8,078,86
 1st Payment Due at Delivery

At Terms End the municipality may purchas the equipment for \$ 1.00

Appox. Delivery 3rd Week of December

Eldon Dailey
 Eldon Dailey
 Burtis Motor Co.



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

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CITY ADMINISTRATIVE
CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1170

FAX 620.276.1173

www.garden-city.org

Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: November 20, 2014
Re: Consent for Vehicle Lease

ISSUE

The Community Development Department current vehicle leases expire at the end of December 2014.

BACKGROUND

A notice was sent out to local auto dealerships requesting quotes for 3 vehicles. Figure 1 shows a summary of the quotes received.

Figure 1

2015-2018 Vehicle Lease Quotes					
City of Garden City Community Development Department					
Company	Harries Leasing	Western Motor 1	Western Motor 2*	Lewis Automotive	Burtis Motor
Contact	Jim Harries	Buzz Garner	Buzz Garner	Storm Denison	Eldon Dailey
Phone	(785)743-2141	(620) 275-4831	(620) 275-4831	(620) 275-7171	(620) 275-1340
Lease Term	?	3 Year	3 Year	3 Year	3 Year
Cost/Month/Per Vehicle	\$409.00	\$325.44	\$298.17	\$648.38	\$646.60
Annual Cost for 3 Vehicles	\$14,724.00	\$11,715.84	\$10,734.12	\$23,341.50	\$23,277.67
Car Year	2014	2015	2014	2015	2015
Make	Chevrolet	Honda	Honda	Chevrolet	Ford
Model	Equinox	CRV	CRV	Equinox	Escape
MPG- City (Hwy.)	20 (29)	26(33)	22(30)	20(29)	22(?)
Mileage	?	15,000	15,000	?	?
4 Wheel or All-Wheel Drive	✓	✓	✓	✓	✓
Automatic Transmission	✓	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓	✓
Air Conditioning	?	✓	✓	✓	✓
Comments		Paperwork must be signed by 1/05/15	Paperwork must be signed by 1/05/15	They need 60 days notice to order the vehicles	Approximate delivery the 2nd or 3rd week of Jan. 2015

*Subject to availability on 2014's, paperwork has to be dated by 1/05/15

ALTERNATIVES

The City Commission may approve any of the five quotes received, or request that additional quotes be obtained.

RECOMMENDATION

Staff recommends selecting Western Motor quote 2. The vehicles outlined in Western Motor quote 2 are subject to availability. If the requested vehicles are unavailable, we recommend choosing Western Motor quote 1.

Thank you,

Kaleb Kentner
Community Development Director

Other Entities Minutes



Buffalo Dunes

Golf Advisory Board November 10, 2014

7:00 pm – 7:25 pm

Members Present: Sandy Rodgers, Ray Navarro, Cole Wasinger, Caleb Woods,
Scott Ackerman, Toby Whitthun

Absent: Deanna Mann (other meeting), Tom Richardson

Cole Wasinger report: Golf Professional

The golf course will be selling golf rounds November 15, 2014 through April 15, 2015 for \$50.00 to prospective new golfers. Cole will present this to the Commission.

The course will be closed Thanksgiving Day, Christmas Eve, Christmas Day and New Years Day.

Credit expires on December 24, 2014. The Holiday Special will be held December 12.

The Friends of Buffalo Dunes is about to accept funding. This will be announced on December 12 at the Holiday special.

Monthly financial report:

At present the golf course is \$1,636.00 behind year to date. The membership is not accurate since December total is not included in this report.

Toby Whitthun report: Greens superintendent

No report

Advisory Board Members Terms:

Larry Johnson has been given the form to apply to this board as a member.

Other names mentioned: Susie Gooden, Derrick Dizmang, Lee Barrett. Cole is planning on contacting Susie and Derrick and Scott will talk to Lee.

New Business:

Garden City Classic is hosting a thank you at Samy's on November 14, 2014 from 5:30-7:30pm. After the first of the year, plans will begin for the 2015 event.

Ray attended the CIP meeting. Some of the items on list of future planning:

Expansion of golf clubhouse, resurfacing of streets, (gravel,oil), upgrade of parking lot at maintenance shop.

Next meeting: February 9, 2015 at 7:00 pm at Samys in the Rawhide Room

Reported by Sandy Rodgers

October 5, 2014

Southwest Kansas Coalition

United Wireless Arena and Conference Center

4100 W. Comanche St.

Dodge City, KS. 67801

October 1, 2014

4:00 to 8:00 pm

Minutes

Review purpose and original goals of SKC-City of Garden City Manager, Matt Allen-City Manager Allen gave an overview of how the Southwest Kansas Coalition (SKC) was formed. He also provided the background on the coalition and how the group meets to address common issues affecting the communities. Early issues were transportation, housing and education. Later, the group adopted immigration as well. Now, there is an interest in water management. He commented that the SKC has one annual face to face meeting and participates in ongoing conference calls throughout the year.

Introductions-Before continuing with the meeting agenda the attendees introduced themselves. Attendees included:

From City of Dodge City-Cherise Tieben, City Manager, Brian Delzeit, Mayor, Joyce Warshaw, Vice Mayor, Rick Sowers, Commissioner, Jane Longmeyer, Public Information Officer, Ernestor De La Rose, Assistant to the City Manager, Corey Keller, Superintendent Public Works and Airport Manager and Melissa McCoy, Project Development Coordinator.

From Garden City-Matt Allen, City Manager, Ashley Freeburg, Communication Specialist, Fred Jones, Water Resource Manager, Roy Cessna, Mayor, Janet Doll, Commissioner, Dan Fankhauser, Commissioner and Chris Law, Commissioner

From Liberal-Joe Denoyer, Mayor, Mark Hall, City Manager and Chris Ford, Director of Finance

From Hays-Toby Dougherty, City Manager

From Pinegar Smith Associates-Doug Smith

Guests: Mark Rude, Executive Director of Groundwater Management District III, Gloria Tucker, Dodge City Daily Globe

SKC Budget & Expenses-City of Dodge City Manager Cherise Tieben- City Manager Tieben shared information on the National Rural Housing Association membership and explained how the membership expense was minimal at \$250 and the benefits provided by the entity would be beneficial to the SKC. The consensus of the group was that the SKC should become a member. City Manager Tieben agreed to submit the membership form on behalf of the SKC and include all of the communities in the mailing list.

The contract with the lobbying firm, Pinegar Smith Associates was discussed under the topic of SKC budget and expenses. The firm stated that they would make an amendment under the existing contract.

City Manager Tieben then addressed the issue of the Washington, DC trip and the need to be in front of the federal legislatures twice a year. Her recommendation based on that of Pinegar Smith was to go twice yearly, once with the Chamber of Commerce on their annual visit and then again on another visit a few months later. The purpose of the additional visit is to create a stronger emphasis on specific issues with face to face visits. Mr. Smith with Pinegar Smith said the time of the visit would vary based on the issues at hand and the dates that the legislature is on break.

It was the consensus of the SKC to schedule a second Washington, DC trip in addition to the Chamber trip. It was also determined that smaller groups made up of City Managers and Commissioners and or elected officials would make the trip. Each community would determine what representatives they would send.

City Manager Tieben then spoke about the annual contribution for the SKC and how there will be a slight increase for the reserve. Mrs. Tieben agreed to work out the details of the increase with the other City Managers so that they can submit their requests back to their respective Commissions.

Water Management –City Manager Toby Dougherty-Mr. Dougherty provided a detailed presentation on the ongoing water management program in Hays, KS. He shared the history of the start of the program which began when the community of Hays ran out of water in the early 80's. Mr. Dougherty explained how the City's ongoing efforts include educating school children and giving away or selling at a reduced cost low flow toilets and shower heads. In addition, he mentioned creating comprehensive landscaping guidelines to encourage zero landscape projects around Hays to educate residents on how to change their landscaping techniques to save water. Mr. Dougherty shared copies of his presentation points with the meeting attendees. Members of the SKC commended the City of Hays on their Water Management program and how it is an outstanding model for the State of Kansas.

Water Vision Discussion-Doug Smith with Pinegar and Smith and City of Dodge City Manager Cherise Tieben- City Manager Tieben began the discussion by asking if the communities could use the Local Enhancement Management Areas (LEMA) to develop an approach to a comprehensive water management program for the area. Mark Rude, Executive Director of Groundwater Management for District III stated that the LEMA is open to exploration and the only restriction is to look at the tendency of which it is formed. City Manager Allen from Garden City added that the leadership of the program needed to be considered and that an overview of the Water Vision was needed. City Manager Hall commented that his staff would be interested in working regionally on the water issue. City Manager Tieben asked if Pinegar and Smith would serve as moderators for the discussion with the communities. Water Transportation was also discussed and Mr. Rude shared that this was discussed with the legislative advisory committee that met at White Cloud last month and the committee will be coming to Southwest Kansas later in October.

Legislative Issues and State Budget Update-Doug Smith, Pinegar Smith Associates-Mr. Smith gave an overview of the current legislative issues and what effect if any the upcoming election could have on the issues. He mentioned that the biggest piece of legislation was the Gannon Decision on school finance. Mr. Smith stated that other issues for consideration included the challenges with the two year budget

for 2014 and 2015 and how next year the communities will be looking at the budget for 2016 and 2017. He mentioned that some are looking at longer term budgets.

Other updates included "Fighting for Kansas" Governor Brownback's road map for growing the Kansas economy by creating urban opportunity zones. There was a question if this will affect rural opportunity zones throughout the state. Other areas of opportunities in the Governor's plan included technical education, military and the future of water.

Mr. Smith went on to share that the state general fund is dangerously low and that rural schools will face cuts and possible tax increases. He shared a copy of the 2014 Legislative update which is attached at the end of the minutes.

Legislative Platform Discussion- The 2014 SKC Legislative Agenda was reviewed and the attendees reached the following consensus about the information provided-

- The consensus of the SKC was that the organization take a non-active role and serve as a facilitator for the City Police Chiefs to discuss the issue as to whether or not to support House Bill 2262 which allows a restricted driver's license to be issued to undocumented residents. The Chiefs of police will have an opportunity to meet with representatives of the Mexican Consulate on the validity of the Mexican passport on November 22 or 23 in Liberal or on December 13 or 14 in Garden City.
- The SKC would like to see continued USCIS Mobile Services in Southwestern Kansas. The goal would be to increase the number of visits. USCIS Mobile Services will be in Liberal the last week in October and the first week in November. It would be beneficial to see numbers on the percentage of DACA candidates in Southwest Kansas.
- It was determined that the section on Airport improvement needed clarification since the issue of class time as training component was unclear. City of Dodge City staff will update this information.
- The SKC did not have any other changes for the other sections of the SKC Legislative agenda

Other:

Signature Card-City Manager Tieben commented that Ken Strobel's name had been taken off the signature card and replaced with Ernest De La Rosa's name.

With no further business to discuss the meeting adjourned at 7:50 pm.